



REGULAR CITY COUNCIL MEETING

July 24, 2023 at 6:00 PM
City Council Chambers
1600 Avenue M, Hondo, TX

AGENDA

Notice is hereby given that a Regular City Council Meeting of the governing body of the City of Hondo will be held July 24, 2023 at 6:00 p.m. in the City Council Chambers, City Hall at 1600 Avenue M, Hondo, Texas, for the purpose of discussing matters incident and related to the City of Hondo. The following items will be discussed, to-wit:

The public may also access the meeting remotely through video/conference from your computer, tablet or smart phone at: <https://boxcast.tv/channel/aetaajdf64jalxx20o9a>

Persons may submit questions or comments for items on the agenda by email to: sreyes@hondo-tx.org. Questions or comments submitted by email must be received by the city at least 1 hour prior to the scheduled start of the meeting in order to be presented to the City Council during the meeting

1. Call to order.
2. Quorum check.
3. Invocation by Steve Peyton, New Fountain Methodist Church.
4. Pledge of Allegiance.
5. Citizens'/Public Comments: *Persons who desire to address the City of Hondo City Council will be received at this time. Those persons wishing to speak should complete a Public Comment Form and submit it to the City Secretary prior to the meeting. If the speaker wishes to comment on a particular agenda item, then the speaker should indicate such item(s) to on the form. Public comment is limited to 3 minutes per speaker. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Hondo City Council cannot deliberate or take action on items not listed on the meeting agenda.*

PRESENTATIONS

6. City Manager's Report. (Robert T. Herrera)

CONSENT

7. Discuss and consider approving the minutes from July 10, 2023. (SueAnn Reyes)
8. Discuss and consider approving Resolution 408-23 authorizing the Hondo Police Department to apply for the Operation Lone Star Grant. (Chief Soza)
9. Discuss and consider approving Resolution 409-23 supporting S576 The Railway Safety Act. (Robert T. Herrera)
10. Discuss and consider making appointments to various boards and commissions. (Mayor McAnelly)

OTHER BUSINESS

11. Discuss and consider an Interlocal agreement between the City of Hondo and Hondo Independent School District regarding Hondo Police Department School Resource Officers. (Chief Soza)

EXECUTIVE SESSION

- 12 Executive Session: The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code:
Section 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations); Section 551.086 (Meeting concerning municipally owned utility-competitive matters);
 - a. Discussion of Report from Withum Consulting Forensic Auditor regarding employee salary increases during term of Interim City Manager Valenzuela. (Mayor McAnelly)
 - b. Discussion on city manager search firm recommendations for salary range and selection criteria. (Mayor McAnelly)
13. Discuss and consider appropriate action on items resulting from Executive Session.
14. Adjourn.

ATTEST:

SueAnn Reyes, TRMC
City Secretary

The City Council of the City of Hondo reserves the right to convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code: Section 551.071 (Consultations with Attorney), Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section

551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations) on any of the above items.

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS

The City of Hondo City Council Meetings is available to all persons regardless of disability. If you require special assistance, contact the City Secretary forty-eight (48) hours prior to the meeting time at 830-426-3378.

MINUTES
CITY OF HONDO
REGULAR CITY COUNCIL MEETING
July 10, 2023 at 6:00 p.m.

1. Called the meeting to order.
Mayor McAnelly called the meeting to order at 6:01 p.m.
2. Quorum check.
Mayor John McAnelly, Mayor Pro Tem Jose "Porky" Ytuarte, Council Member Brett Williams, Council Member Bobby Vela, Council Member Rachel Ramirez, Council Member John E. Villa.

Absent: None.

Staff Present: Interim City Manager Robert T. Herrera, City Attorney Molly Solis, City Secretary Sue Ann Reyes, IT Network Administrator Josh Rodriguez, Public Works Director Rene Saenz, Police Chief Justin Soza, Lieutenant AJ Garza, Director of Public Information and Recreation Jamie Kindred.

3. Invocation by Pastor Paul Bruhn, First Methodist Church.
4. Pledge of Allegiance.
5. Citizens'/Public Comments: *Persons who desire to address the City of Hondo City Council will be received at this time. Those persons wishing to speak should complete a Public Comment Form and submit it to the City Secretary prior to the meeting. If the speaker wishes to comment on a particular agenda item, then the speaker should indicate such item(s) to on the form. Public comment is limited to 3 minutes per speaker. Speakers must conduct themselves in a civil manner. In accordance with the Texas Open Meetings Act, the City of Hondo City Council cannot deliberate or take action on items not listed on the meeting agenda)*

Mr. Chavel Lopez, 1002 Avenue S, Hondo, expressed concern regarding the railroad safety and referred to the Railroad Safety Act. Mr. Lopez suggested passing a resolution supporting the Railroad Safety Act and sending it to the legislature.

Mr. Lopez also stated he felt City should be paying its employees a living wage and asked that the Council consider paying their employees more during the budget sessions.

PRESENTATIONS

6. City Manager's Report. (Robert T. Herrera)
 1. July 4th Celebration.
 2. 2023/2024 Budget Schedule and Process.
 3. Request a joint meeting with the City Council and Hondo Economic Development Corporation regarding growth opportunities within the City limits.

Interim City Manager reported the 4th of July event was a success and recognized the team effort of the staff.

Mr. Herrera stated the budget workshops were scheduled for 6:00 p.m. on August 9 and 10 at the Southwest Texas Regional Training Center.

Mr. Herrera stated he wanted to request a joint meeting between the HEDC and City Council to talk about the City's infrastructure and growth corridors. Mr. Herrera suggested August 17, 2023 for the meeting.

7. Public Works Report. (Rene Saenz)
 1. Stage 3 Water Restriction Level update.

Public Works director Rene Saenz gave an update on the water report and stated the City was at a Stage 3 restriction. Mr. Saenz stated water conservation literature would be distributed throughout the City.

Mr. Saenz reported that according to city ordinance, if the City entered into a Stage 4 restriction, an emergency council meeting would have to take place within 48 hours. Mr. Saenz explained Council had adopted the Stage 4 restrictions last year for the year to prevent having to call an emergency meeting. Mr. Saenz asked Council to implement the adoption of the Stage 4 restriction at the next council meeting to prevent having to call emergency meetings.

CONSENT

Council Member Ytuarte moved to approve consent agenda item 8; seconded by Council Member Vela. The motion carried by the following vote: AYE: Ytuarte, Williams, Vela, Ramirez, Villa. NAY: None. ABSTAIN: None. ABSENT: None.

8. Discuss and consider approving the minutes from June 26, 2023. (SueAnn Reyes)

OTHER BUSINESS

9. Presentation from Emergency Management Coordinator and Fire Marshall for Medina County Mark Chadwick regarding partnering with Medina County for the implementation and approval of the Medina County emergency operations plans. (Robert T. Herrera)

Mr. Chadwick gave an overview of the emergency management plan implemented by the City. Mr. Chadwick stated the cities of Lacoste, Natalia and Castroville have joined their plans. Mr. Chadwick stated if the Council and the Commissioners approved the plan, he would inform the State Regional Planner and the Texas Division of Emergency Management and the City would immediately be approved with all plans. Mr. Chadwick stated they would step in only when needed.

10. Discuss and consider authorizing the Mayor to execute the approval and implementation of Medina County's Emergency Management Basis Plan and the TDEM-147 form. (Robert T. Herrera)

Interim City Manager Robert T. Herrera asked Council to consider adopting the Medina County Emergency Management Basis Plan and the TDEM-147 form.

Council Member Vela stated he would like to make an amendment to assign the Hondo Police Department Lieutenant as the assistant coordinator for the City. Council Member Vela stated the request was about efficiency and since the HPD was already, the first responders it made more sense.

Discussion ensued regarding the qualifications of the assistant coordinator. Mr. Herrera stated the City would work with the County to meet the criteria for that person if the Council chose to

move in that direction. He stated if the vote was to make the change and if the lieutenant were a willing applicant, he would discuss it with the current emergency management coordinator.

Council Member Vela made a motion to authorizing the Mayor to execute the approval and implementation of Medina County's Emergency Management Basis Plan and the TDEM-147 form with the amendment to appoint Lieutenant Aaron Garza as the Assistant Emergency Management Coordinator; seconded by Council Member Williams. The motion carried by the following vote: AYE: Ytuarte, Williams, Vela, Ramirez, Villa. NAY: None. ABSTAIN: None. ABSENT: None.

11. Discuss and consider making appointments to various boards and commissions. (Mayor McAnelly)

Mayor McAnelly asked the council to reappoint David Beard and to appoint Kara Mumme to the Hondo Public Library Advisory Board.

Council Member Villa made a motion to reappoint David Beard and to appoint Kara Mumme to the Hondo Public Library Advisory Board; seconded by Council Member Vela. The motion carried by the following vote: AYE: Ytuarte, Vela, Williams, Ramirez, Villa. NAY: None. ABSTAIN: None. ABSENT: None.

The City Council of the City of Hondo convened into executive session at 06:38 p.m.

EXECUTIVE SESSION

12. Executive Session: The City Council of the City of Hondo may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code:

Section 551.071(1) (A) and (2) (Consultations with Attorney) and Section 551.072 (Deliberations about Real Property), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), or Section 551.087 (Deliberations Regarding Economic Development Negotiations); Section 551.086 (Meeting concerning municipally owned utility-competitive matters);

- a. Discussion regarding Project Falcon. (Ryan Elder)
- b. Discussion regarding Withum Auditors. (Mayor McAnelly)
- c. Discussion regarding City Manager employment search. (Mayor McAnelly)

The City Council of the City of Hondo reconvened into regular session at 07:16 p.m.

13. Discuss and consider appropriate action on items resulting from Executive Session.

No Action.

14. Adjourn.

Council Member Villa made a motion to adjourn; seconded by Council Member Vela. The motion carried by the following vote: AYE: Ytuarte, Vela, Williams, Ramirez, Villa. NAY: None. ABSTAIN: None. ABSENT: None.

PASSED AND APPROVED THIS 24th DAY OF JULY 2023.

JOHN McANELLY, JR., MAYOR

ATTEST:

SueAnn Reyes, TRMC
City Secretary

DRAFT



City Council Communication

Title: Discuss and consider approving Resolution 408-23 authorizing the Hondo Police Department to apply for the Operation Lone Star Grant. (Chief Soza)

Date: July 24, 2023

From: Justin Soza

INFORMATION:

The Hondo Police Department is requesting authorization to apply for \$1,101,385.40 in grant funding from the State of Texas formally named, Operation Lone Star. Staff is asking the council to issue a resolution authorizing the same. Staff is also requesting authorization for Mayor McAnelly and Chief Soza to execute the Office of the Governor's Public Safety Office-CEO/Law Enforcement Certifications and Assurance form. This grant does not require any matching funds if approved.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Authorize staff to apply for Operation Lone Star, issue a resolution of the same, and to allow Mayor McAnelly and Chief Soza to execute the Office of the Governor Public Safety Office-CEO/Law Enforcement Certifications and Assurance form

MOTION:

ATTACHMENTS:

1. 408-23 Operation Lone Star Resolution

STAFF CONTACTS:

Chief Soza

RESOLUTION NO. 408-23

WHEREAS, The City Council of the City of Hondo, Texas finds it in the best interest of the citizens of Hondo, Texas, that the Operation Lone Star be operated from August 31, 2023 to August 31, 2024; and

WHEREAS, The City Council of the City of Hondo agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Hondo assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City Council of the City of Hondo, designates Justin Soza, Chief of Police, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that City Council of the City of Hondo, Texas approves submission of the grant application for Operation Lone Star to the Office of the Governor.

Signed by:

Passed and approved this 8th day of August 2022.

John McAnelly, Mayor

Attest:

Sue Ann Reyes, City Secretary

Grant Number: 4579002



City Council Communication

Title: Discuss and consider approving Resolution 409-23 supporting S576 The Railway Safety Act. (Robert T. Herrera)

Date: July 24, 2023

From:

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. 409-23 Railway Act

STAFF CONTACTS:

RESOLUTION No. 409-23

WHEREAS, a group of bi-partisan United States Senators have introduced S-576 The Railway Safety Act of 2023, which prioritizes the safety concerns expressed by the public and the rail worker alike by implementing stricter safety standards and strengthening federal oversight by the United States Department of Transportation (USDOT) and its modal administrations: the Federal Railroad Administration (FRA) and the Pipeline and Hazardous Materials Safety Administration (PHMSA), working to prevent and mitigate any future derailments of trains carrying hazardous material; and

WHEREAS, the safeguards offered in S-576 The Railway Safety Act of 2023 include but are not limited to a nationwide mandate for well-trained two-person crews on all freight trains, restrictions on train length and weight, improved regulations for wayside defect detectors, speed restrictions, universalized track and rail-car maintenance standards, higher standards for tank cars carrying hazardous material, emergency response plans for communities and rail carriers, reduced or eliminated blocked crossings, and an increase in fines for rail companies that do not adhere to rail safety protocols; and

NOW, THEREFORE, BE IT RESOLVED that the members of the Hondo City Council strongly urge the United States Congress to pass S0576 The Railway Safety Act of 2023 to protect our citizens and ensure the safety of our City.

Passed and approved this 24th day of July 2023.

John McAnelly, Mayor

Attest:

Sue Ann Reyes, City Secretary



City Council Communication

Title: Discuss and consider making appointments to various boards and commissions. (Mayor McAnelly)

Date: July 24, 2023

From: Mayor John McAnelly, Mayor

INFORMATION:

The City of Hondo is fortunate to have citizens who serve unpaid on our various Advisory Boards and Commissions. They serve as many as three two-year terms, advising staff and council and providing valuable input to our overall operations.

Dr Matthew Windrow has served three terms on our Planning and Zoning Commission and we appreciate his service. To replace him, I recommend the appointment of Brednon Lowe who has agreed to serve.

Tara Mumme has served on our Library Advisory Board and is eligible for re-appointment for another term. I recommend her re-appointment.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Approval of board recommendations.

MOTION:

Motion to approve the appointment of Brendon Lowe to the Planning and Zoning Commission and to reappoint Tara Mumme and Justin Myers to the Library Advisory Board.

ATTACHMENTS:

None

STAFF CONTACTS:

Mayor McAnelly



City Council Communication

Title: Discuss and consider an Interlocal agreement between the City of Hondo and Hondo Independent School District regarding Hondo Police Department School Resource Officers. (Chief Soza)

Date: July 24, 2023

From: Justin Soza

INFORMATION:

Staff is requesting an Interlocal agreement between the City of Hondo and Hondo Independent School District regarding Hondo Police Department School Resource Officers. The presented interlocal agreement is unchanged with the exception of a salary increase and term dates.

FINANCIAL IMPACT:

Approximately \$70,000.00.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an interlocal agreement between the City of Hondo and Hondo Independent School District to allow the Hondo Police Department to provide School Resource Officers.

MOTION:

I make a motion to allow the City Manager to execute an Interlocal agreement between the City of Hondo and Hondo Independent School District to allow the Hondo Police Department to provide School Resource Officers.

ATTACHMENTS:

1. DOCS1-#288027-v1A-interlocal_agreement_-_School-City_SRO_2023_2024
2. DOCS1-#288026-v1A-Interlocal_Agreement_-_city_funded_SRO_2023_2024

STAFF CONTACTS:

Chief Soza

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is executed by and between **Hondo Independent School District** (“Hondo ISD” also referred to as “district”) and the **City of Hondo**, a home-rule municipality and political subdivision of the State of Texas (“City”)(Hondo ISD and City hereinafter also referred to collectively as “Participating Political Subdivisions” and/or “governmental entities”).

RECITALS

WHEREAS, City and Hondo ISD as participating Political Subdivisions are authorized by the Interlocal Cooperation Act, Texas Government Code §791 (the “Act”), to enter into cooperative agreements among themselves, and with and among other political subdivisions of the State of Texas, for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs; and

WHEREAS, the services made the subject of this Agreement are a governmental function and the Participating Political Subdivisions desire to contract in a manner to require each entity to, respectively, provide the services and to make the payments set forth in this Agreement; and

WHEREAS, City and Hondo ISD have determined that this Agreement will result in improved services being provided more economically and efficiently and will increase public safety for the constituents of the Hondo ISD and the City;

NOW THEREFORE, City and Hondo ISD as Participating Political Subdivisions have agreed, and do hereby agree, as follows:

ARTICLE 1 **SERVICES TO BE PROVIDED BY THE CITY**

Section 1.01 Campus Security. The City agrees to assign a police officer to serve at any Hondo ISD campus determined by the Board of Trustees. Any such officer shall be assigned by mutual Agreement between the Hondo Chief of Police and the Superintendent of Hondo ISD or designee. The assigned City of Hondo police officer (“officer”) shall provide services during regular school hours on each and every day classes are in session. The officer’s duties shall include traffic control services, law enforcement, and assisting school administration with security during regular school hours.

The City and the Hondo ISD acknowledge the importance of having the same officer present at the district on a daily basis in order to promote continuity and familiarity with the district and students. The City and the Hondo ISD agree that any substitutions of personnel by the City shall be discussed and mutually agreed upon prior to such substitution being made.

The police officer shall be physically present on the assigned school campus during regular school hours or during such hours as are mutually agreed upon by the Chief of Police and the campus Principal(s), but shall be directly supervised by the Chief of Police of the City. The duties, schedule

and responsibilities of the assigned officer on days when classes are not in session will be mutually agreed upon and determined by the Chief of Police of the City and the Superintendent or designee. The parties understand that the officer may be required to carry out certain school district duties and responsibilities, which are not in conflict with the rules or policies of the City of Hondo Police Department. During periods of extended school holidays such as Winter Break, Summer Break, and Spring Break, the Officer will be assigned duties within the City and will have their salary covered by the City. If the Officer is out for vacation or sick leave, the City will provide a replacement officer if staffing levels at the Police Department allow and if there is not an officer available, those dates where a replacement officer is not available those dates will be deducted from the monthly invoice. If there is an extended period of time where the district is closed for circumstances not listed in the paragraph above, the parties agree that they will meet to discuss an agreed upon arrangement for payment as this is a contracted position.

At all times during the term of this Agreement, the police officer provided by the City and assigned to the Hondo ISD shall be considered employees of the City and not employees of the Hondo ISD. The City of Hondo Police Department shall be responsible for maintaining accurate records of the dates of service, and any other information regarding the officer assigned to the Hondo ISD that may be necessary in connection with the performance of this Agreement.

Unless agreed to in advance in particular situations, any officer assigned to serve at any Hondo ISD campus shall dress in a uniform identifying him/her as a member of the City of Hondo Police Department and shall carry the usual and customary equipment such as sidearm, belt and holster, badge, and the like. At all times covered by this Agreement, any other officer assigned to serve at any Hondo ISD campus shall be licensed, full-time, regular-duty peace officer employed and properly trained by the City of Hondo, Texas.

ARTICLE 2

RESPONSIBILITIES OF THE HONDO ISD

Section 2.01 Coordination of Security Services. The Principal of each campus that uses the services of a campus police officer shall coordinate and work with the police officer with respect to the law enforcement services provided and any special issues that warrant increased attention. The campus Principal shall have the discretion to establish the daily tasks of the officer assigned to that campus, including designating specific campus issues to be addressed. The Hondo ISD shall pay and reimburse the City for the services provided as set forth in Section 3.01 below.

In accordance with the Interlocal Cooperation Act, the Hondo ISD agrees that any payments due under this Agreement shall be paid only from current revenues.

ARTICLE 3

CONSIDERATION AND REVIEW

Section 3.01 Consideration. Hondo ISD agrees to pay, as consideration for the services provided pursuant to this Agreement, the salary and benefits costs of the City of Hondo Police Officer assigned to the Hondo ISD pursuant to the Agreement in the amount of \$66,976.00 per year which includes Retirement, FICA, Insurance, Unemployment and Workers' Compensation. The yearly

amount will be pro-rated reflective of the time for which the Officer is providing services to Hondo ISD pursuant to the Agreement. The City maintains a merit pay increase system. It is possible the SRO may receive a merit increase in salary during the term of this agreement. In the event any increase in salary or benefits occurs as the result of action taken by City, the parties shall accordingly amend the yearly salary amount and amend this section pursuant to Section 6.11 herein. The Hondo ISD agrees to make monthly payments upon receipt of invoices from the City. This payment will be made within fifteen (15) days of receipt of invoices in the business office of the Hondo ISD.

Section 3.02 Review and Renewal. Either the City or the Hondo ISD may, no later than thirty (30) days prior to the anniversary date of the execution of the Agreement, give written notice to the other party of a request for formal review of the Agreement and upon the request of either party, any amendment or renewal of the Agreement shall be considered by the respective governing bodies of the parties.

Section 3.03 Automobile. Because the coverage of the Agreement encompasses multiple campuses, which requires regular travel by the assigned officer, Hondo ISD agrees to reimburse the City for the use of a City patrol vehicle in the amount of three hundred dollars, \$300.00, per month (\$3,000.00 per year) for the term of this Agreement. Such monthly payment shall be made by Hondo ISD upon receipt of invoices from the City as set forth in Section 3.01

Section 3.04 Adjustment of Consideration. In the event of any such review, or the renewal or extension of the term of this Agreement, the consideration to be given and paid by Hondo ISD for the services provided by the City pursuant to this Agreement shall be recalculated and determined for such extended or renewal term based on a sum or amount that is not less than the City's actual costs for providing such services.

ARTICLE 4

TERM OF AGREEMENT AND REVIEW

Section 4.01 Initial Term of Agreement. The term of this Agreement shall begin on August 15, 2023 and end on August 14, 2024 after the expiration of the initial term, the Agreement shall continue on a month to month basis until either the Agreement is renewed or is terminated by either party with a thirty (30) written notice.

Section 4.02 Commitment of Current Revenue. Pursuant to Local Government Code Section 271.903 this contract is a commitment of Hondo ISD's current revenue only, and the Board of Trustees retains the continuing right to terminate the Agreement at the expiration of each budget period during the term of the Agreement. Performance under this Agreement is conditioned on a best efforts attempt by the Hondo ISD Board of Trustees to obtain and appropriate funds for payment of any sums due under this Agreement.

Section 4.03. Termination of Agreement. This Agreement may be terminated by either party at any time with or without a reason, upon a thirty (30) day written notice to the other party. Such written notice shall specify the effective date of termination.

ARTICLE 5

INSURANCE AND INDEMNIFICATION

Section 5.01 Government Services. Notwithstanding any provision to the contrary herein, this Agreement is a contract for the performance of governmental functions by governmental entities. The services provided herein are governmental functions and the City and Hondo ISD shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. With respect to the services provided pursuant to the Agreement, the City shall be an independent contractor to the Hondo ISD. Any police officer assigned to duty at any Hondo ISD campus pursuant to this Agreement, shall not be considered an employee of Hondo ISD, but shall at all times remain an employee of the City.

Section 5.02 Liability. It is understood and agreed between the parties that each party hereto shall be responsible for its own acts of omissions, including the acts of omissions of its employees, officers, trustees, and agents. Where injury or property damage result from the joint or concurring negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity.

Section 5.03 Insurance. The Hondo ISD agrees to obtain and maintain full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure itself, its property, its employees, officers, trustees and agents from claim, cause of action, liability arising out of the acts or omissions of the Hondo ISD, its employees, officers, trustees, and agents. The City agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure itself, its property, its employees, officers, and agents from any claim, cause of action, or liability arising out of the acts or omissions of the City, its employees, officers, or agents.

ARTICLE 6

MISCELLANEOUS

Article 6.01 Policy Making Authority. The Hondo ISD shall have exclusive control, supervision and policy making authority for and with respect to the rules of conduct and regulations regarding crowd control at athletic and special events. The final disciplinary action or other dispensation of any matter or issue involving only a violation of a rule of regulation of the Hondo ISD shall be at the discretion of the Hondo ISD; provided that in the event a sworn officer of the City observes any event, matter or action that appears to constitute a violation of any local, state or federal penal or criminal law, then in such an event, the investigation of a decision to file charge on any such event shall be made by the officer or the Chief of Police.

Article 6.02 Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either the Hondo ISD or the City except with respect to the use of a general provision of the security services specifically set forth in this Agreement. This Agreement does not and shall not be interpreted to limit or extend any

governmental authority for or with respect to the provision of any service or the undertaking of any function or level of service except as specifically set forth herein.

Article 6.03 Jurisdiction. Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of the City or the Hondo ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. The Hondo ISD specifically extends jurisdiction and authority to the City to implement and perform its duties provided for in this Agreement upon all property immediately under control of the Hondo ISD, save and except only as specifically provided in this Agreement, all government functions and services traditionally provided by the Hondo ISD, and all governmental functions and services traditionally provided by the City, shall be and remain the sole responsibility of each respective party. This Agreement shall be governed by the laws of the State of Texas and the County of Medina.

Article 6.04 Government Immunity. Nothing in this Agreement shall be constructed to waive, modify or amend any legal defense available to the Hondo ISD, the City of Hondo, or any past or present Trustee, officer, elected official, agent, or employee of the Participating Political Subdivisions including, but not limited to governmental immunity from suit as provided by law.

Article 6.05 Contract Supervision and Controls. The Hondo ISD and the City shall each monitor, review and provide oversight and supervision of the services as they are provided and each agrees to notify the other as soon as reasonably possible if any of the services becomes unsatisfactory.

Article 6.06 Notices. Notices to be provided by any party to this Agreement to the other party shall be writing and directed via U.S. mail or hand delivery, and facsimile, to the other party at the following addresses:

Hondo ISD Superintendent
2604 Avenue E
Hondo, Texas 78861

City of Hondo City Manager
1600 Avenue M
Hondo, Texas 78861

Article 6.07 Nondiscrimination. The City and the Hondo ISD agree that in the execution, performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, race, religion, color, sexual orientation or national origin, nor will the City of Hondo permit its officers to engage in such discrimination.

Article 6.08 Waiver of Default. No waiver by the parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provision, or covenant of this Agreement shall be deemed to be a waiver or relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the parties to assert or rely upon any such term.

Article 6.09 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith.

Article 6.10 Gender, Number, and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The Headings and section numbers for the convenience only shall not be considered in interpreting or constructing this Agreement.

Article 6.11 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Article 6.12 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their by their duly authorized representatives as of the date below.

EXECUTED AND DELIVERED initially by and between the City of Hondo, Texas and Hondo ISD on this site this _____ day of _____, 2023.

HONDO INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

By: _____
Secretary, Board of Trustees

CITY OF HONDO, TEXAS

By: _____
Robert Herrera, City Manager

ATTEST

By: _____
Sue Ann Reyes
City Secretary

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is executed by and between The **HONDO INDEPENDENT SCHOOL DISTRICT** ("Hondo ISD" also referred to as "district") and the **CITY OF HONDO**, a Texas home-rule city ("City"), hereinafter also referred to collectively as "Participating Political Subdivisions" and/or "governmental entities".

RECITALS

WHEREAS, the City and Hondo ISD as participating Political Subdivisions are authorized by the Interlocal Cooperation Act, Texas Government Code §791 (the "Act"), to enter into cooperative agreements among themselves, and with and among other political subdivisions of the State of Texas, for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs; and

WHEREAS, the services made the subject of this Agreement are a governmental function and the Participating Political Subdivisions desire to contract in a manner to require each entity to, respectively, provide the services and to make the payments set forth in this Agreement; and

WHEREAS, The City and Hondo ISD have determined that this Agreement will result in improved services being provided more economically and efficiently and will increase public safety for the constituents of the Hondo ISD and the City;

NOW THEREFORE, the City and Hondo ISD as Participating Political Subdivisions have agreed, and do hereby agree, as follows:

ARTICLE 1

SERVICES TO BE PROVIDED BY THE CITY

Section 1.01 Campus Security. The City agrees to assign one police officer from the City of Hondo Police Department (the "officer") to serve at any Hondo ISD campus determined by the district's Board of Trustees. Any such officer shall be assigned by mutual Agreement between the Hondo Chief of Police and the Superintendent of Hondo ISD or his/her designee. The assigned officer shall provide services during regular school hours on each and every day classes are in session. The officer's duties shall include traffic control services, law enforcement, and assisting school administration with security during regular school hours.

The City and the Hondo ISD acknowledge the importance of having the same officer present at the district on a daily basis in order to promote continuity and familiarity with the district and students. The City and the Hondo ISD agree that any substitutions of personnel by the City shall be discussed and mutually agreed upon prior to such substitution being made.

The officer shall be physically present on the assigned school campus during regular school hours or during such hours as are mutually agreed upon by the Chief of Police and the district's campus Principal(s), but shall be directly supervised by the Chief of Police of the City. The duties,

schedule and responsibilities of the assigned officer on days when classes are not in session will be mutually agreed upon and determined by the City's Chief of Police and the district's Superintendent or his/her designee. The parties understand that the officer may be required to carry out certain school district duties and responsibilities, which are not in conflict with the rules or policies of the City of Hondo Police Department. During periods of extended school holidays such as Winter Break, Summer Break, and Spring Break, the officer will be assigned duties within the City and will have their salary covered by the City. If the officer is out for vacation or sick leave, the City will provide a replacement officer, if staffing levels at the City Police Department allow. If a replacement officer is unavailable, then those dates where a replacement officer is unavailable will be deducted from the City's monthly invoice. If there is an extended period of time where the district is closed for circumstances not listed in the paragraph above, the parties agree that they will meet to discuss an agreed upon arrangement for payment as this is a contracted position.

At all times during the term of this Agreement, the police officer provided by the City and assigned to the Hondo ISD shall be considered employees of the City and not employees of the Hondo ISD. The City of Hondo Police Department shall be responsible for maintaining accurate records of the dates of service, and any other information regarding the officer assigned to the Hondo ISD that may be necessary in connection with the performance of this Agreement.

Unless agreed to in advance in particular situations, any officer assigned to serve at any Hondo ISD campus shall dress in a uniform identifying him/her as a member of the City of Hondo Police Department and shall carry the usual and customary equipment such as sidearm, belt and holster, badge, and the like. At all times covered by this Agreement, any other officer assigned to serve at any Hondo ISD campus shall be licensed, full-time, regular-duty peace officer employed and properly trained by the City of Hondo, Texas.

ARTICLE 2

RESPONSIBILITIES OF THE HONDO ISD

Section 2.01 Coordination of Security Services. The district's campus Principal on which the officer is assigned shall coordinate and work with the police officer with respect to the law enforcement services provided and any special issues that warrant increased attention. The campus Principal shall have the discretion to establish the daily tasks of the officer assigned to that campus, including designating specific campus issues to be addressed. Hondo ISD shall pay and reimburse the City for the services provided as set forth in Section 3.01 below.

In accordance with the Interlocal Cooperation Act, the Hondo ISD agrees that any payments due under this Agreement shall be paid only from current revenues.

ARTICLE 3

CONSIDERATION AND REVIEW

Section 3.01 Consideration. Hondo ISD agrees to pay, as consideration for the services provided pursuant to this Agreement, the salary and benefits costs of the City of Hondo Police Officer assigned to the Hondo ISD pursuant to the Agreement in the amount of \$1.00 (one and no/100

dollar).

Section 3.02 Review and Renewal. Either the City or the Hondo ISD may, no later than thirty (30) days prior to the anniversary date of the execution of the Agreement, give written notice to the other party of a request for formal review of the Agreement and upon the request of either party, any amendment or renewal of the Agreement shall be considered by the respective governing bodies of the parties.

Section 3.03 Automobile. Because the coverage of the Agreement encompasses multiple campuses, which requires regular travel by the assigned officer, Hondo ISD agrees to reimburse the City for the use of a City patrol vehicle in the amount of \$300.00 (three hundred and no/100 dollars), per month or \$3,000.00 (three thousand six hundred and no/100 dollars) per year for the term of this Agreement. Such monthly payment shall be made by Hondo ISD upon receipt of invoices from the City as set forth in Section 3.01

Section 3.04 Adjustment of Consideration. In the event of any such review, or the renewal or extension of the term of this Agreement, the consideration to be given and paid by Hondo ISD for the services provided by the City pursuant to this Agreement shall be recalculated and determined for such extended or renewal term based on a sum or amount that is not less than the City's actual costs for providing such services.

ARTICLE 4 **TERM OF AGREEMENT AND REVIEW**

Section 4.01 Initial Term of Agreement. The term of this Agreement shall begin on August 15, 2023, and end on August 14, 2024, after the expiration of this initial term, the Agreement shall continue on a month to month basis until either the Agreement is renewed or is terminated by either party by 30 (thirty) days written notice.

Section 4.02 Commitment of Current Revenue. Pursuant to Local Government Code Section 271.903 this contract is a commitment of Hondo ISD's current revenue only, and the district's Board of Trustees retains the continuing right to terminate the Agreement at the expiration of each budget period during the term of the Agreement. Performance under this Agreement is conditioned on a best efforts attempt by the Hondo ISD Board of Trustees to obtain and appropriate funds for payment of any sums due under this Agreement.

Section 4.03. Termination of Agreement. This Agreement may be terminated by either party at any time with or without a reason, upon 30 (thirty) days written notice to the other party. Such written notice shall specify the effective date of termination.

ARTICLE 5 **INSURANCE AND INDEMNIFICATION**

Section 5.01 Government Services. Notwithstanding any provision to the contrary herein, this Agreement is a contract for the performance of governmental functions by governmental entities. The services provided herein are governmental functions and the City and Hondo ISD shall be

engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. With respect to the services provided pursuant to the Agreement, the City shall be an independent contractor to the Hondo ISD. Any police officer assigned to duty at any Hondo ISD campus pursuant to this Agreement, shall not be considered an employee of Hondo ISD, but shall at all times remain an employee of the City.

Section 5.02 Liability. It is understood and agreed between the parties that each party hereto shall be responsible for its own acts of omissions, including the acts of omissions of its employees, officers, trustees, and agents. Where injury or property damage result from the joint or concurring negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity.

Section 5.03 Insurance. The Hondo ISD agrees to obtain and maintain full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure itself, its property, its employees, officers, trustees and agents from claim, cause of action, liability arising out of the acts or omissions of the Hondo ISD, its employees, officers, trustees, and agents. The City agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure itself, its property, its employees, officers, and agents from any claim, cause of action, or liability arising out of the actor omissions of the City, its employees, officers, or agents.

ARTICLE 6 **MISCELLANEOUS**

Article 6.01 Policy Making Authority. Hondo ISD shall have exclusive control, supervision and policy making authority for and with respect to the rules of conduct and regulations regarding crowd control at athletic and special events. The final disciplinary action or other dispensation of any matter or issue involving only a violation of a rule of regulation of Hondo ISD shall be at the discretion of Hondo ISD; provided that in the event a sworn officer of the City observes any event, mater or action that appears to constitute a violation of any local, state or federal penal or criminal law, then in such an event, the investigation of a decision to file charge on any such event shall be made by the officer or the Chief of Police.

Article 6.02 Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either the Hondo ISD or the City except with respect to the use of a general provision of the security services specifically set forth in this Agreement. This Agreement does not and shall not be interpreted to limit or extend any governmental authority for or with respect to the provision of any service or the undertaking of any function or level of service except as specifically set forth herein.

Article 6.03 Jurisdiction. Nothing in this Agreement shall be deemed to extend, increase or limit the jurisdiction or authority of the City or the Hondo ISD except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. The Hondo ISD specifically extends jurisdiction and authority to the City to implement and perform its duties

provided for in this Agreement upon all property immediately under control of the Hondo ISD, save and except only as specifically provided in this Agreement, all government functions and services traditionally provided by Hondo ISD, and all governmental functions and services traditionally provided by the City, shall be and remain the sole responsibility of each respective party. This Agreement shall be governed by the laws of the State of Texas and the County of Medina.

Article 6.04 Government Immunity. Nothing in this Agreement shall be constructed to waive, modify or amend any legal defense available to the Hondo ISD, the City of Hondo, or any past or present Trustee, officer, elected official, agent, or employee of the Participating Political Subdivisions including, but not limited to governmental immunity from suit as provided by law.

Article 6.05 Contract Supervision and Controls. The Hondo ISD and the City shall each monitor, review and provide oversight and supervision of the services as they are provided and each agrees to notify the other as soon as reasonably possible if any of the services becomes unsatisfactory.

Article 6.06 Notices. Notices to be provided by any party to this Agreement to the other party shall be writing and directed via U.S. mail or hand delivery, and facsimile, to the other party at the following addresses:

Hondo ISD Superintendent
2604 Avenue E
Hondo, Texas 78861

City of Hondo City Manager
1600 Avenue M
Hondo, Texas 78861

Article 6.07 Nondiscrimination. The City and the Hondo ISD agree that in the execution, performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, race, religion, color, sexual orientation or national origin, nor will the City of Hondo authorize its officers to engage in such discrimination.

Article 6.08 Waiver of Default. No waiver by the parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provision, or covenant of this Agreement shall be deemed to be a waiver or relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the parties to assert or rely upon any such term.

Article 6.09 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith.

Article 6.10 Gender, Number, and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The Headings and section numbers for the convenience only shall not be considered in interpreting or constructing this Agreement.

Article 6.11 Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Article 6.12 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their by their duly authorized representatives as of the date below.

EXECUTED AND DELIVERED initially by and between the City of Hondo, Texas and Hondo ISD on this site this _____ day of _____, 2023.

HONDO INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

By: _____
Secretary, Board of Trustees

CITY OF HONDO, TEXAS

By: _____
Robert Herrera, City Manager

ATTEST

By: _____
Sue Ann Reyes
City Secretary



City Council Communication

Title: Discussion on city manager search firm recommendations for salary range and selection criteria. (Mayor McAnelly)

Date: July 24, 2023

From: Mayor John McAnelly, Mayor

INFORMATION:

Discussion regarding the City Manager Salary Survey

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. City Manager Salary Survey

STAFF CONTACTS:

Mayor McAnelly