



REGULAR CITY COUNCIL MEETING

September 9, 2024 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 September 9, 2024 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 public may also access the meeting remotely through video/conference from your computer, tablet or smart phone at: <https://boxcast.tv/channel/aetaajdf64jalxx2009a>. Persons may submit questions or comments for items on the agenda by email to: rdolphus@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.

The following items will be discussed, to-wit:

1. **CALL TO ORDER.**
2. **QUORUM CHECK.**
3. **INVOCATION BY PASTOR TY FITZPATRICK, GOD'S COUNTRY FELLOWSHIP 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) 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.

CONSENT

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are

removed from the Consent Agenda upon the request of the Mayor or a Council Member.

6. **CONSIDERATION AND APPROVAL FOR THE CITY MANAGER TO EXECUTE THE FY 2025 RAMP GRANT AGREEMENT AND DESIGNATE JOHN NARON AS THE CITY'S AUTHORIZED REPRESENTATIVE. (RYAN ELDER, DIRECTOR OF AVIATION)**
7. **CONSIDERATION AND APPROVAL OF RESOLUTION 433-24 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING APPROVAL FOR THE MANAGEMENT CONTRACT AWARD FOR THE HOME PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE RSP HOME (HRA) AGREEMENT. (JAMIE KINDRED, DIRECTOR OF PUBLIC RELATIONS & RECREATION)**
8. **CONSIDERATION AND APPROVAL OF RESOLUTION 434-24 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AWARDED BID NO. FH001 FOR HVAC REPLACEMENT-MEDINA COUNTY FAIR HALL; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE INCORPORATION RECITALS AND PROVIDING AN EFFECTIVE DATE. (JOHN NARON, CITY MANAGER)**

OTHER BUSINESS

9. **DISCUSS AND CONSIDER ACTION ON ASSIGNING TWO MORE SCHOOL RESOURCE OFFICERS TO HONDO ISD CAMPUSES. (COUNCIL WOMAN RAMIREZ & COUNCILMAN WILLIAMS)**

EXECUTIVE SESSION

10. **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 551.074 (Personnel Matters);
- a. **DISCUSS AMENDING CITY OF HONDO POLICE CHIEF JUSTIN SOZA CURRENT CONTRACT.**
11. **DISCUSS AND CONSIDER APPROPRIATE ACTION ON ITEMS RESULTING FROM EXECUTIVE SESSION.**
12. **ADJOURN.**

I hereby certify that the above Notice of Regular City Council Meeting of the governing body of the City of Hondo was posted on the bulletin board in City Hall, 1600 Avenue M, Hondo, Texas, at a place convenient and readily accessible to the general public at all times on September 6, 2024 at 3:00 p.m.

ATTEST:



Rebekah Dolphus
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.



City Council Communication

Title: CONSIDERATION AND APPROVAL FOR THE CITY MANAGER TO EXECUTE THE FY 2025 RAMP GRANT AGREEMENT AND DESIGNATE JOHN NARON AS THE CITY'S AUTHORIZED REPRESENTATIVE. (RYAN ELDER, DIRECTOR OF AVIATION)

Date: September 9, 2024 **From:** Ryan Elder, Director of Aviation

INFORMATION:

The FY25 RAMP Grant agreement is ready for review and execution. The Grant is a 90/10, reimbursable up to \$100,000.

FINANCIAL IMPACT:

Budget FY25

Expenditures: \$111,111

Revenue: \$100,000

STAFF RECOMMENDATION:

Staff Recommends approving the City Manager to execute the FY25 Airport RAMP Grant Agreement with TxDOT

MOTION:

Consent Agenda

(If pulled) Motion to approve the City Manager to execute the FY25 Airport RAMP Grant agreement with TxDOT

ATTACHMENTS:

1. M2515HOND-RAMP_Grant-2025

STAFF CONTACTS:

Ryan Elder

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2515HOND

Part I - Identification of the Project

TO: The City of Hondo, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Hondo, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the HONDO - SOUTH TEXAS RGNL AT HONDO Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2025, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment (“Equipment”) are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
4. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Identification of pavement utilization by airplane design group for the entire airport
 5. Equal effectiveness at both towered and non-towered airports
 6. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:
 1. The Sponsor must maintain and operate the Equipment for 3 years.
 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- C. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- D. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.
4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

- a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Sponsor

The City of Hondo, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The City of Hondo, Texas

Sponsor

Sponsor Signature

Sponsor Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Attachment A

Scope of Services
TxDOT Project ID: M2515HOND

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11

Accepted by: The City of Hondo, Texas

Signature

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID:

M2515HOND

The City of Hondo does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Hondo, Texas

(Sponsor)

By: _____

Title: _____

Date: _____

Certification of State Single Audit Requirements

I, _____ do certify that the City of Hondo will comply with all requirements of the State
(Designated Representative)

of Texas Single Audit Act if the City of Hondo spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Hondo will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID:

M2515HOND

The City of Hondo ,
designates,

(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Hondo, Texas

(Sponsor)

By:

Title:

Date:

DESIGNATED REPRESENTATIVE

Mailing Address:

Overnight Mailing Address:

Telephone/Fax Number:

Email address:



City Council Communication

Title: CONSIDERATION AND APPROVAL OF RESOLUTION 433-24 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING APPROVAL FOR THE MANAGEMENT CONTRACT AWARD FOR THE HOME PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE RSP HOME (HRA) AGREEMENT. (JAMIE KINDRED, DIRECTOR OF PUBLIC RELATIONS & RECREATION)

Date: September 9, 2024 ***From:*** Jamie Kindred

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. 433-24

STAFF CONTACTS:

RESOLUTION 433-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AUTHORIZING APPROVAL FOR THE MANAGEMENT CONTRACT AWARD FOR THE HOME PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE RSP HOME (HRA) AGREEMENT:

WHEREAS, the City of HONDO advertised for REQUEST FOR PROPOSALS in accordance with all state and federal procurement laws; and

WHEREAS, the PROPOSAL DEADLINE WAS 2 P.M. AUGUST 26, 2024. THERE WAS ONE (1) PROPOSAL RECEIVED FROM LANGFORD COMMUNITY MANAGEMENT SERVICES

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS;

THE CITY OF HONDO AWARDS THE MANAGEMENT CONTRACT FOR THE RSP HOME AGREEMENT CONTRACT TO LANGFORD COMMUNITY MANAGEMENT SERVICES.

Passed and approved this 9th day of September, 2024.

ATTEST:

APPROVED:

Rebekah Dolphus, City Secretary

John McAnelly Jr., Mayor



City Council Communication

Title: CONSIDERATION AND APPROVAL OF RESOLUTION 434-24 OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AWARDED BID NO. FH001 FOR HVAC REPLACEMENT-MEDINA COUNTY FAIR HALL; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE INCORPORATION RECITALS AND PROVIDING AN EFFECTIVE DATE. (JOHN NARON, CITY MANAGER)

Date: September 9, 2024 ***From:*** John Naron, City Manager

INFORMATION:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

1. 434-24

STAFF CONTACTS:

RESOLUTION NO. 434-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HONDO, TEXAS, AWARDED BID NO. FH001 FOR HVAC REPLACEMENT – MEDINA COUNTY FAIR HALL; AND AUTHORIZING CITY MANAGER TO EXECUTE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR THE INCORPORATION RECITALS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Hondo (“City”) requires replacement of the HVAC system at the Medina County Fair Hall; and

WHEREAS, the City advertised Bid No. FH001 requesting competitive sealed proposals for HVAC replacement at the Medina County Fair Hall by publishing notice indicating the time and place at which the bids or proposals will be publicly opened and read aloud; and

WHEREAS, only one valid proposal, submitted by Lonestar Comfort Services, was received by 10:00 a.m. Friday, August 23, 2024, in response to Bid No. FH001; and

WHEREAS, in performing due diligence city staff determined that it would be of best value and in the City’s best interest to award the bid to Lonestar Comfort Services who submitted a bid of \$197,500.00.

WHEREAS, upon full review and consideration of the submission by Lonestar Comfort Services and city staff recommendations, the City Council of the City of Hondo is of the opinion that Bid No. FH001 should be awarded to Lonestar Comfort Services as it has been determined to be the best value for the City of Hondo; and further finds that the City Manager should be authorized to execute an Agreement for the services.

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

Section 1. The facts and matters set forth in the recitals of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council for the City of Hondo, Texas, hereby confirms that it awards Bid No. FH001 to Lonestar Comfort Services, as it finds there submission to be best value and in the City’s best interest.

Section 3. The City Manager is hereby authorized to negotiate and execute an agreement with Lonestar Comfort Services, in the amount not to exceed **\$197,500.00** for the project solicited in Bid No. FH001.

Section 4. This Resolution shall become effective immediately upon its passage.

PASSED & APPROVED this the 9th day of September 2024.

JOHN MCANELLY JR.
Mayor

ATTEST:

REBEKAH DOLPHUS
City Secretary

INTERLOCAL AGREEMENT

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

RECITALS

WHEREAS, City and District 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 District 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 District and the City;

NOW THEREFORE, City and District 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 police officer(s) to serve at any District campus determined by the Board of Trustees. Any such officer(s) shall be assigned by mutual Agreement between the Hondo Chief of Police and the Superintendent of District or designee. The assigned City of Hondo police officer(s) ("officer(s)") 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 District acknowledge the importance of having the same officer(s) present at the district on a daily basis in order to promote continuity and familiarity with the district and students. The City and the District agree that any substitutions of personnel by the City shall be discussed and mutually agreed upon prior to such substitution being made. The City currently provides District with two (2) officers, this agreement would apply to those officers as well as any additional officers provided by the City to District unless amended as per Section 6.11.

The police officer(s) 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(s) 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(s) 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(s) will be assigned duties within the City and will have their salary covered by the City. If an Officer(s) 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(s) provided by the City and assigned to the District shall be considered employees of the City and not employees of the District. 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(s) assigned to the District that may be necessary in connection with the performance of this Agreement.

Unless agreed to in advance in particular situations, all officer(s) assigned to serve at any District 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, all officer(s) assigned to serve at any District campus shall be licensed, full-time, regular-duty peace officer employed and properly trained by the City of Hondo, Texas.

All police officers assigned to the District must be certified peace officers for the State of Texas and meet all requirements set forth by Texas Commission on Law Enforcement (TCOLE) and the City.

Responsibility for the police officer(s)'s conduct, including any necessary discipline, shall remain with the City.

All officers' training is the responsibility of the City. All officers shall complete active shooter response training program ALERRT (Advanced Enforcement Rapid Response Training) approved by TCOLE biennial basis as well as all other required training by law. Firearms accident training shall be required for all officers assigned to the District. The City shall be responsible for funding all training and all costs related to said training. The City agrees to perform all obligations required to maintain all officers assigned to the District as commissioned peace officers with the City with full Texas peace officer status.

ARTICLE 2

RESPONSIBILITIES OF THE DISTRICT

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(s) 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(s) assigned to that campus, including designating specific campus issues to be addressed. The District 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 District agrees that any payments due under this Agreement shall be paid only from current revenues.

Section 2.02 School Safety Measures. Effective September 1, 2023, in accordance with H.B.3 (5) District shall provide DPS and all appropriate local law enforcement agencies and emergency first responders: (a) an accurate map of each district campus and school building that is developed and documented in accordance with the standards described in H.B. 3 related to developing site and floor plans, access control, and exterior door numbering; and (b) an opportunity to conduct a walk-through of each district campus and school building using the map described in 5 (a), above; (6) provides that District and Hondo Police Department will coordinate with the Medina County Sheriff's Office, H.B.3 requirement that the Sheriff shall call and conduct semiannual meetings to discuss: (a) school safety; (b) coordinated law enforcement response to school violence incidents; (c) law enforcement capabilities; (d) available resources; (e) emergency radio interoperability; (f) chain of command planning; and (g) other related subjects proposed by a person in attendance of the meeting; and (7) requires the following persons to attend a meeting called under (6), above: (a) the sheriff or designee; (b) the police chief or designee for any police department in the county; (c) each elected constable or designee in the county; (d) each school police department chief or security coordinator; (e) DPS personnel assigned to the county; (f) a person appointed to a command staff position at an emergency medical service in the county; (g) a representative of each other state agency with commissioned peace officers assigned to the county; (h) county and municipal EMS and fire command staff; (i) the superintendent or designee for each district in the county; (j) any federal law enforcement official serving in the county; and (k) any other person the sheriff considers appropriate.

Section 2.03 Duty Hours of Police Officers

A. Duty Hours of Police Officers

1. The Police Officers shall be assigned to their home campus on a full-time basis during the active school year, and as mutually agreed to by the School Superintendent or designee and City. Except as agreed to herein, the work week of the Police Officers shall consist of no more than forty (40) hours.

2. Police Officers shall report to their home campus during the school hours for their home campus. The Police Officers shall arrive at the home campus at least thirty(30) minutes prior to the commencement of school hours and remain at their home campus at least thirty minutes (30) minutes following the close of school hours. During their daily tour of duty, the Police Officers may be off campus to perform tasks as required by their

assignment. Any time the Police Officers will be off campus, the Police Officers will promptly notify the principal or the principal's designee prior to their absence.

3. Time spent by the Police Officers attending training or court arising out of their employment and/or duties as an Police Officers shall be considered as hours worked under this Agreement.

4. The regular workday hours of the Police Officers may be adjusted by the District on a temporary basis for specific situations. These adjustments will require the prior approval by the District Superintendent.

5. The City may temporarily reassign a Police Officer, without advance notice of mutual agreement of the Parties, for a situation deemed by the City to be a public safety emergency. The City may temporarily reassign a Police Officer for a non- school and non-public safety emergency with the District's mutual agreement.

6. Leave time should be taken at times when the school is not in session. The District Superintendent must approve all requests for leave time during normal work periods and if at all possible, reasonable advance notice should be given to the school principal. The Police Officers will coordinate vacation hours with the School Superintendent or his designee.

B. Overtime Hours for Police Officers

1. If the District requests in writing for the Police Officers to work in excess of forty (40) hours within a work week, the District will reimburse the City for the additional hours at the Police Officer's overtime rate as billed by the City.

2. If the City requests the Police Officers to work in excess of forty (40) hours within a work week, the City will be responsible for paying for the additional hours in accordance with established overtime procedures.

3. To the extent possible, any overtime hours that relate to Police Officers duties for the District must be authorized and approved in writing by the School Superintendent or his designee prior to the performance of the overtime work and will be paid in accordance with procedures established by the City's personnel policy manual, and paid by the District.

Section 2.04 Officer Performance. In the event that the Superintendent of the District determines that the police officer is not effectively performing his duties, the Superintendent shall notify the City. The City shall endeavor to resolve the concerns. Should a resolution not be reached, the City and the District shall remove the officer and replace him or her with a suitable replacement. In the event of a termination, resignation, long-term absence, or reassignment of an officer assigned to the District, the City shall provide a replacement as soon as possible. During a vacancy, the District's financial obligations shall be adjusted accordingly.

ARTICLE 3 **CONSIDERATION AND REVIEW**

Section 3.01 Consideration. District agrees to pay, as consideration for the services provided pursuant to this Agreement, a proportionate share of the salary and benefits costs of the City of Hondo Police Officer(s) for each officer assigned to the District pursuant to the Agreement in the amount of \$67,413.84 per year per officer provided which includes Retirement, FICA, Insurance, Unemployment and Workers' Compensation. The yearly amount will be proportionate amount/pro-rated reflective of the time for which each Officer is providing services to District pursuant to the Agreement. The City maintains a merit pay increase system. It is possible the SRO(s) 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 District 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 District.

Section 3.02 Review and Renewal. Either the City or the District 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 each assigned officer, District agrees to reimburse the City for the use of a City patrol vehicle(s) in the amount of three hundred dollars, \$300.00, per month (\$3,000.00 per year) per vehicle for the term of this Agreement. Such monthly payment shall be made by District upon receipt of invoices from the City as set forth in Section 3.01. The City will maintain the required insurance coverage and shall be solely responsible for all maintenance and repairs on all City of Hondo police patrol vehicles used by the SRO Officers.

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 District 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 District'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 District 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. Upon such termination, the fees owed by the District will be prorated through the period services were provided to the 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 District 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 District. Any police officer assigned to duty at any District campus pursuant to this Agreement, shall not be considered an employee of District, 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 District 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 District, 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 act or omissions of the City, its employees, officers, or agents.

ARTICLE 6 **MISCELLANEOUS**

Article 6.01 Policy Making Authority. The District 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 District shall be at the discretion of the District; 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 District 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 District except as necessary to implement, perform and obtain the services and duties provided for in this Agreement. The District 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 District, save and except only as specifically provided in this Agreement, all government functions and services traditionally provided by the District, 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 District, 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 liability or suit as provided by law.

Article 6.05 Contract Supervision and Controls. The District 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 become 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:

District 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 District 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.

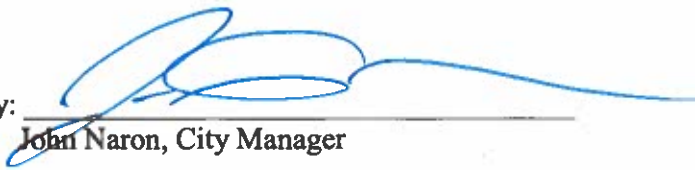
EXECUTED AND DELIVERED initially by and between the City of Hondo, Texas and District on this site this 18 day of 12, 2023.

HONDO INDEPENDENT SCHOOL DISTRICT

By: Caray G. [Signature]
President, Board of Trustees

By: Abby [Signature]
Secretary, Board of Trustees

CITY OF HONDO, TEXAS

By: 
John Naron, City Manager

ATTEST

By: _____
City Secretary



City Council Communication

Title: 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 551.074 (Personnel Matters);

Date: September 9, 2024 **From:**

INFORMATION:**FINANCIAL IMPACT:****STAFF RECOMMENDATION:****MOTION:****ATTACHMENTS:**

None

STAFF CONTACTS:

EMPLOYMENT AGREEMENT
CHIEF OF POLICE, CITY OF HONDO

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into by and between the **CITY OF HONDO, TEXAS**, a home rule municipality (the “City”) and **JUSTIN SOZA**, Chief of Police for the City (the “Employee”), and is made effective as of the 9TH day of September, 2024.

RECITALS

WHEREAS, pursuant to Section 4.01(6) of the City’s Home Rule Charter (the “Charter”), the City Manager for the City has the exclusive power to appoint, suspend, and remove all City employees, including the Chief of Police;

WHEREAS, on May 15, 2023 the Chief of Police entered into a contract with the City of Hondo for a period of 18 months.

WHEREAS, the City Council of the City of Hondo (the “Council”) desires some level of continuity in the position of the Chief of Police.

WHEREAS, the Council desires to provide for a period of notice prior to the termination of the employment of the Chief of Police, should the City Manager make such a determination;

WHEREAS, the Council desires to continue employing the services of the Employee as the City’s Chief of Police pursuant to this Agreement, and the Employee desires to accept continued employment hereunder for the duration of this Term, and thereafter as specified herein;

NOW, THEREFORE, the City and the Employee, for and in consideration of the terms, conditions, and provisions hereinafter established, have agreed, and do hereby agree as follows:

AGREEMENT

1. **Employment.** Except as otherwise provided for herein, Employee will be treated for all intents and purposes as would a typical full-time employee for the City, including receipt of compensation and benefits as determined by the City Manager and/or applicable policies and procedures of the City of Hondo.

a. **At-Will Employment.** Subject only to the notice provisions contained in Section 5.b of this Agreement, Employee’s employment with the City will continue to remain “at-will,” and his employment will continue to be able to be terminated by Employee or by the City Manager with or without cause and with or without notice.

b. **City Manager Supervision.** Employee acknowledges and understands that he will continue to report to the position of the City Manager, whose authority over him will be unchanged by this Agreement, with the sole exception being the provisions in Section 5.b.

c. Personnel Manual. Employee acknowledges and understands that he will continue to be subject to the provisions of the City of Hondo's Personnel Manual, as may be amended from time to time, and that (outside of Section 5.b.iii), nothing in this Agreement is intended to or will affect or modify any provision therein.

2. Term The term of this Agreement shall be for a term of sixty (60) months, beginning as of the effective date above; provided, however, that the Term of this Agreement shall be subject to earlier termination by either the Employee or the City (to the extent that the City and Employee abide by the notice provisions in Section 5.b).

3. Duties. This Agreement shall not modify the duties of the Employee, who while employed as the City's Chief of Police shall be subject to the duties and other information listed in the job description for the Chief of Police position, which may be found on file with the City, and other duties as may be assigned by the City Manager.

a. City Manager Authority. Nothing in this Agreement shall be construed to modify the authority of the City Manager over the Employee; provided, however, that the City Manager may not reassign the Employee to a different position without first abiding by the notice provisions of Section 5.b.iii.

4. Compensation. The Employee's compensation with the City will not be modified by this Agreement.

5. Termination. The termination of this Agreement and the termination of Employee's employment with the City during the Term of this Agreement shall be governed by this section.

a. Termination of Agreement. This Agreement shall terminate upon the earlier of (i) the expiration of the Agreement's Term (inclusive of any extension of that term under Section 2; (ii) any Termination of Employment described in Section 5.b., below; or (iii) the death of Employee. The termination of this Agreement at the expiration of its Term shall not affect Employee's employment with the City, and Employee's employment with the City will commence as it had prior to this Agreement.

b. Termination of Employment. During the Term of this Agreement, Employee's employment with the City may be terminated only as provided in this section.

i. Unilateral Termination by Employee. Pursuant to the continued at-will nature of the Employee's employment with the City, Employee may terminate his employment with the City with or without reason, whether this termination is treated as a resignation or retirement; provided, however, Employee agrees to provide the City at least thirty (30) days' notice of such resignation or retirement ("Resignation Notice Period"). The City and Employee may, by agreement or by the City's unilateral written consent, shorten this Resignation Notice Period. If the City Manager elects not to allow the Employee to continue working for some

or all of the Resignation Notice Period, the City will pay the Employee for any remaining period of the Resignation Notice Period.

ii. **Termination by City for Cause.** The City Manager may terminate the Employee's employment for Cause immediately, without providing advanced notice to Employee. To the extent the City terminates Employee's employment for Cause, this Agreement will also terminate immediately and Employee shall not be eligible for any compensation beyond the date of termination pursuant to this Agreement.

iii. **Termination by City without Cause.** To the extent the City unilaterally terminates Employee's employment without Cause (or Employee is reassigned to a different position within the City without Cause), the City hereby agrees to give to Employee at least one hundred eighty (180) days' written notice of such unilateral termination or reassignment ("Notice Period"). The City and Employee may, by agreement or Employee's unilateral written consent, shorten this Notice Period. If the City Manager elects not to allow the Employee to continue working for some or all of the Notice Period, the City will pay the Employee for any remaining period of the Notice Period.

iv. **"Cause" Defined.** For purposes of this Agreement, "Cause" shall be defined as follows:

- Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by Chief of Police under the Chief of Police job description and/or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of the laws of the United States or the State of Texas.
- Any misconduct of the Chief of Police involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to Chief of Police's official duties hereunder. All reviews and decisions made under this subsection shall be pursuant to the procedures and guidelines as set forth in the City of Hondo's Personnel Manual with regards to alleged criminal illegality.
- Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Chief of Police of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the Chief of Police in his official capacity.

6. **Miscellaneous.**

a. **Entire Agreement.** Except as provided herein, this Agreement contains the entire understanding of the parties and all of the covenants and agreements between the parties

with respect to the matters discussed herein and how this Agreement modifies the traditional employment relationship with regard to Employee's employment with the City.

b. Modification. This Agreement shall not be amended, modified or altered in any manner except in writing signed by both parties, following Council adoption of the amendment, modification, or alteration.

c. Applicable Law and Jurisdiction. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Texas.

d. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, as if this Agreement had been executed without any such invalid provisions having been included.

e. No Assignment. The Employer and the Employee acknowledge that the services to be rendered by the Employee under this Agreement are unique and personal. Therefore, neither party may assign any rights or delegate any duties under this Agreement.

f. No Waiver. Any failure or delay on the part of either the Employer or the Employee to exercise any remedy or right under this Agreement shall not operate as a waiver. The failure of either party to require the performance of any of the terms, covenants, or provisions of this Agreement by the other party shall not constitute a waiver of the rights under the Agreement. No forbearance by either party to exercise any rights or privileges under this Agreement shall be construed as a waiver, but all rights and privileges shall continue in effect as if no forbearance had occurred. No covenant or condition of this agreement may be waived except by the written consent of the waiving party. Any such written waiver of any term of this Agreement shall be effective only in the specific instance and for the specific purpose given.

EXECUTED on this 9th day of September, 2024.

EMPLOYEE

Justin Soza, individually

CITY

The City of Hondo, Texas

By:

John Naron, City Manager
City of Hondo, Texas