



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Monday, February 28, 2022, 6:00 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas will be held on **Monday, February 28, 2022 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

- 1. **Call to order; Pledge of Allegiance; Establishment of Quorum**
- 2. **Open Forum:**

CONSENT AGENDA

All matters listed under the CONSENT AGENDA are considered routine and will be enacted in one motion. There will be no separate discussion of these items unless a member(s) of the City Council requests one or more items be removed from the CONSENT AGENDA to the REGULAR AGENDA for separate discussion and action prior to the City Council's vote to adopt the CONSENT AGENDA.

- 3. **Request to Excuse Absent Council Members:**

REGULAR AGENDA

- 4. **Discussion and Action:** **3**

Presenter: Mayor

On a resolution authorizing the Mayor to execute a Contract of Employment between the Town of Horizon City, Texas and Marco A. Vargas as Police Chief of the City Police Department of the Town of Horizon City.

- 5. **Discussion and Action:** **11**

Presenter : Mayor/Assistant City Attorney

On the appointment of Manuel Rico as Interim Police Chief and that the Mayor be authorized to execute a Contract of Employment between the Town of Horizon City, Texas and Manuel Rico as Interim Police Chief of the City Police Department of the Town of Horizon City.

6. Executive Session

The City Council of the Town of Horizon City reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 2/25/22

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Special City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 2/25/22 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

In compliance with the Americans with Disabilities Act, the Town of Horizon City will provide for reasonable accommodations for persons attending meetings. Requests for auxiliary aids and services must be made 48 hours prior to this meeting by calling the City Clerk at (915) 852-1046.

CONTRACT OF EMPLOYMENT

This Contract of Employment is made by and between the **TOWN OF HORIZON CITY, TEXAS**, a Texas municipality, referred to in this Agreement as the “City,” and **MARCO A. VARGAS**, referred to in this Agreement as the “Employee”.

WHEREAS, the Charter of the Town of Horizon City provides that the Police Chief of the City Police Department of the Town of Horizon City will be appointed by the Mayor with the consent of the City Council, and the appointment must be formalized by a written contract which shall include the term of office, salary agreement, and the duties, responsibilities, and authority of the Police Chief; and

WHEREAS, the City desires to retain the services of the Employee as the Police Chief of the Town of Horizon City, pursuant to the terms, conditions, and provisions of this Agreement; and

WHEREAS, the Employee has agreed to employment as the Police Chief of the Town of Horizon City, subject to and on the terms, conditions and provisions agreed to and set forth in this Agreement.

In consideration of the mutual promises herein contained, the Parties agree as follows: the City hereby hires the Employee as the Police Chief for the Town of Horizon City, Texas, and the Employee agrees to assume the full duties and responsibilities as the Police Chief of the City Police Department of the Town of Horizon City (the “Police Department”).

ARTICLE 1: Term of Employment

1.01 **Term.** The City employs the Employee, and the Employee accepts employment with the City, for a period beginning on March 28, 2022 (the “Commencement Date”) and extending until December 31, 2025. However, this Agreement may be terminated earlier, as provided in Article 8 below.

ARTICLE 2: Compensation and Use of City Vehicle

2.01 **Basic Compensation.** As compensation for all services rendered under this Agreement, the Employee will be paid by the City a salary in the annual amount of One Hundred Thirty Thousand and no/100 Dollars (\$130,000.00) during the period of employment from the Commencement Date through September 31, 2022, plus longevity pay as required by Section 141.032, Texas Local Government Code, payable in equal bi-weekly installments. Thereafter, effective each October 1 during the term of this Agreement, the Employee will receive a pay

increase in the then current annual salary amount of two percent (2%), or the amount of pay increase that was paid to civilian employees at or near the start of the then current City fiscal year, whichever is greater.

2.02 Overtime Compensation. The Employee is classified as an exempt employee and the compensation under this Agreement is based on a work week of forty (40) hours. If the Employee is required under this Agreement to work more than forty (40) hours in any week, the Employee will be entitled to compensation for such service only in the form of compensatory time as provided herein. Compensatory time at the rate of one hour for each hour worked in excess of forty (40) hours in a given week may be approved by the Mayor when the Employee's work is necessitated by extraordinary circumstances directly related to maintaining adequate and appropriate public safety services during an emergency or other unusual situation occurring in the City.

2.03 City Vehicle. The City shall provide the Employee with a City Police Department vehicle outfitted with emergency equipment.

ARTICLE 3: Duties of Employee, Professional & Civic Development, and Hours of Employment

3.01 Duties. The Employee will work at the Police Department located at 14999 Darrington Road, Horizon City, Texas, and at any other place in the Town of Horizon City designated by the City.

A. The Employee must perform the essential functions for the Police Chief as provided in the City job description currently in existence (or as enacted or amended in the future) and all duties commonly discharged by peace officers and Chiefs of Police in the State of Texas. Additionally, the Employee is required to make public appearances from time to time to communicate the status of ongoing projects or investigations, develop and maintain community relations and provide hands-on interaction with the community as necessary to promote and maintain the image of the Police Department and the safety of the community.

B. The Employee is responsible for the management and supervision of the Police Department, including the scheduling of Police Department employees, as well as the maintenance and implementation of all Police Department policies and procedures. The Employee must report any and all grave personnel issues to the Mayor or his designee as soon as the issues become apparent to the Employee. Additionally, the Employee is responsible for recruiting and hiring candidates seeking employment with the Police



Department. The Employee maintains the responsibility to discipline and terminate employees of the Police Department in accordance with City policies.

C. The Employee shall meet annually with the Mayor to develop mutually agreed upon goals and performance standards designed to improve the operations and professionalism of the Police Department.

3.02 Professional Development. The Employee agrees to maintain a Peace Officer's License from the Texas Commission of Law Enforcement (TCOLE) and a valid Texas Driver's License at all times. Suspension or revocation of either license will be grounds for immediate termination without further compensation.

3.03 Civic Development. With the Mayor's prior approval and depending upon the availability of funding, the City agrees to pay for the civic membership dues and subscriptions of the Employee necessary for the Employee's continuation and participation in state and local associations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the City.

3.04 Hours of Employment. It is recognized that the Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position and provide quality service for the protection and safety of the City. The Employee acknowledges that he is required to work a minimum of forty (40) hours per work week as required of peace officers, generally.

A. The Employee acknowledges that the proper performance of the duties of the Police Chief will require the Employee to generally observe normal on-duty hours and will also often require the performance of necessary services outside of normal on-duty hours when instances arise necessitating such performance.

B. The Employee agrees to devote such additional time as is necessary for the full and proper performance of the Employee's duties and to ensure the safety and protection of the City, and that the compensation herein provided includes compensation for the performance of all such services.

3.05 Extent of Services. The Employee agrees to provide his full knowledge and expertise by directing the Police Department according to national and Texas best practices. The Employee agrees to maintain current with contemporary trends within the criminal justice field of study. The Employee understands that the position of Police Chief is such that his availability must be assured at all times. The Employee will inform the Mayor or his designee concerning any outside affiliations or employment that may occur during regular business hours or outside affiliations or

employment other than teaching or providing instruction that, in the Employee’s opinion, could impact job performance or be a potential conflict of interest.

ARTICLE 4: Employee Benefits

4.01 **Medical, Dental, and Vision Benefits.** The City agrees to include the Employee in the hospital, surgical, medical, dental benefit plan, and vision benefit plan as specified in the Town of Horizon City Employee Policy Manual (the “City Employee Policy Manual”). The costs of premium for the Employee will be paid by the City.

4.02 **Group Life Insurance.** The City agrees to include the Employee under the City’s group term life insurance policy as set out in the City Employee Policy Manual.

4.03 **Education Incentive Pay.** The Employee will be paid an additional Three Hundred and no/100 Dollars (\$300.00) per month upon Commencement because the Employee holds a master’s degree.

4.04 **Paid Time Off (PTO).** As of the Commencement Date, the Employee will have three hundred (300) hours of accrued vacation leave. In addition, the Employee will be entitled to the following PTO during the term of this Agreement:

Contract Year	Time Period	PTO Hours
Year One	March 7, 2022 to December 31, 2022	160
Year Two	January 1, 2023 to December 31, 2023	200
Year Three	January 1, 2024 to December 31, 2024	240
Year Four	January 1, 2025 to December 31, 2025	240

ARTICLE 5: Reimbursement of Expenses Incurred by Employee

5.01 **Business Expenses.** The Employee is authorized to incur reasonable business expenses for promoting the business of the City, including expenditures for travel. The City will reimburse the Employee for all expenditures approved by the Mayor or allowed by the City Employee Policy Manual.

ARTICLE 6: Property Rights of Parties

6.01 **Return of City’s Property.** On the termination of employment or whenever requested by the City, the Employee must immediately deliver to the City all City property in the Employee’s possession or under the Employee’s control belonging to the City, in good condition, ordinary wear and tear excepted.

ARTICLE 7: Obligations of City

7.01. **Working Conditions.** The City will provide the Employee with a private office, secretarial services, equipment, and any other facilities and services suitable to the Employee's position or required for the performance of his duties.

ARTICLE 8: Separation from Employment.

8.01 **Termination for Lack of Confidence.** This Agreement may be terminated by the City Council of the Town of Horizon City (the "City Council"), without cause, by a *super majority vote* (5 of 7) of the City Council members, due to lack of confidence in the Employee. Termination is effective immediately upon passage of the super majority vote of the City Council members. If the Employee is terminated without cause for lack of confidence, the Employee will be entitled to severance pay equal to one (1) year's salary.

8.02 **Termination for Cause.** This Agreement may be terminated by the Mayor for just cause, including the following nonexclusive factors constituting just cause:

- A. The Employee is under the influence of alcohol or controlled substances while on-duty.
- B. The Employee commits criminal acts, including but not limited to theft or assault, during the course of, or at the place of, his employment.
- C. The Employee is abusive or aggressive to other employees or members of the public.
- D. The Employee fails to obtain or maintain any required license or certification, including those specified in Article 3 of this Agreement.
- E. The Employee otherwise acts or fails to act in a manner consistent with the Employee's duties to the City that may injure the City's legitimate business or financial interests.
- F. The Employee engages in other employment or affiliates himself with outside organizations in such a manner that these actions adversely affect his job performance or constitute a conflict of interest, and the Employee fails to eliminate such employment or affiliation within sixty (60) days of being given written notice by the Mayor or his designee.

Termination under this section may be appealed to the City Council. The decision of the City Council in an appeal shall be effective immediately upon passage of a simple majority vote by the City Council members.

8.03 **Resignation.** If the Employee terminates this Agreement by voluntary resignation of the position of Chief of Police, the Employee shall give the Mayor thirty (30) days' written notice in advance unless the Mayor agrees otherwise.

8.04 **Administrative Leave.** Nothing in this Agreement shall be construed to curtail the authority of the City to place the Employee on Administrative Leave (leave with pay and benefits) if the Employee is formally charged with committing civil or criminal actions deemed inconsistent with the effective and efficient performance of the position of Police Chief.

8.05 **Effect of Termination on Compensation and Reimbursement.** In the event of the termination of this Agreement prior to the completion of the term of employment specified in Article 1, the Employee is entitled to the compensation earned by the Employee prior to the date of termination as provided for in this Agreement, computed pro rata up to and including that date. The Employee is not entitled to any further compensation after the date of termination, or upon the conclusion of this Agreement if not renewed, with the exception of the normal payout of accrued PTO, sick time, and compensatory time according to the City Employee Policy Manual.

ARTICLE 9: General Provisions

9.01 **Town of Horizon City Employee Policy Manual.** With respect to the provisions in this Agreement for which the provisions in the City Employee Policy Manual apply, any changes to the City Employee Policy Manual approved by City Council, shall automatically apply to this Agreement.

9.02. **Notices.** All notices or other communications required under this Agreement must be in writing and may be delivered by personal delivery or by certified mail, return receipt requested. Notice is considered given when delivered or mailed to the parties at their respective addresses on file or when mailed to the last address provided in writing to the other party by the addressee.

9.03 **Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

9.04 **Personnel Policies Generally.** Unless otherwise provided for in this Agreement, and to the extent consistent with this Agreement, Employee shall be subject to the policies set forth in the City Employee Policy Manual, as may be amended.

9.05 **Severability.** In the event any one or more of the sections, provisions, or clauses contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

9.06 **Entire Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the City and the Employee concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless embodied in this Agreement.

9.07 **Selection of Remedies.** In the event a court of competent jurisdiction determines that either party is in breach of this Agreement, the exclusive remedy available to the prevailing party in a legal action shall be limited to the amount reasonably calculated to satisfy the remaining contractual obligations under this Agreement for the contractual year in which the breach occurred.

9.08 **Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by the Employee and the duly authorized representative of the City Council.

Executed at Horizon City, Texas, on _____, 2022.

CITY:

TOWN OF HORIZON CITY, TEXAS

By: _____
RUBEN MENDOZA, Mayor

EMPLOYEE:

MARCO A. VARGAS



RESOLUTION

WHEREAS, the Charter of the Town of Horizon City provides that the Police Chief of the City Police Department of the Town of Horizon City will be appointed by the Mayor with the consent of the City Council, and the appointment must be formalized by a written contract which shall include the term of office, salary agreement, and the duties, responsibilities, and authority of the Police Chief; and

WHEREAS, at its Feb. 8, 2022 City Council meeting, the City Council gave its consent to the Mayor's appointment of Marco Vargas as Police Chief and authorized the Mayor to negotiate an employment contract with Marco Vargas; and

WHEREAS, Marco Vargas has agreed to employment as the Police Chief of the City Police Department of the Town of Horizon City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY:

That the Mayor be authorized to sign a Contract of Employment between the Town of Horizon City, Texas and Marco A. Vargas, who will be employed as the Police Chief of the City Police Department of the Town of Horizon City.

PASSED AND APPROVED this, the _____ day of February, 2022.

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova
Theresa Cullen Cordova
Assistant City Attorney

CONTRACT OF EMPLOYMENT

This Contract of Employment is made by and between the **TOWN OF HORIZON CITY, TEXAS**, a Texas municipality, referred to in this Agreement as the “**City**,” and **MANUEL RICO**, referred to in this Agreement as the “**Employee**”.

WHEREAS, the Charter of the Town of Horizon City provides that the Police Chief of the City Police Department of the Town of Horizon City will be appointed by the Mayor with the consent of the City Council, and the appointment must be formalized by a written contract which shall include the term of office, salary agreement, and the duties, responsibilities, and authority of the Police Chief; and

WHEREAS, the Employee is currently the Assistant Police Chief for the Town of Horizon City, and the City desires to retain the services of the Employee as the Interim Police Chief of the Town of Horizon City, pursuant to the terms, conditions, and provisions of this Agreement; and

WHEREAS, the Employee has agreed to employment as the Interim Police Chief of the Town of Horizon City, subject to and on the terms, conditions and provisions agreed to and set forth in this Agreement.

In consideration of the mutual promises herein contained, the Parties agree as follows: the City hereby hires the Employee as the Interim Police Chief for the Town of Horizon City, Texas, and the Employee agrees to assume the full duties and responsibilities as the Interim Police Chief of the City Police Department of the Town of Horizon City (the “Police Department”).

ARTICLE 1: Term of Employment

1.01 **Term.** The City employs the Employee, and the Employee accepts employment with the City, for a period beginning on March 5, 2022 (the “Commencement Date”) and extending until March 27, 2022. At the end of this term, and if the Employee has not been terminated earlier, as provided in Article 8 below, the Employee will return to his position as Assistant Police Chief of the Town of Horizon City.

ARTICLE 2: Compensation and Use of City Vehicle

2.01 **Basic Compensation.** As compensation for all services rendered under this Agreement, the Employee will be paid by the City a salary in the annual amount of One Hundred Twenty-two Thousand One Hundred Seventy-two and no/100 Dollars (\$122,172.00) during the period of employment from the Commencement Date through March 27, 2022, plus longevity pay as

required by Section 141.032, Texas Local Government Code, payable in equal bi-weekly installments.

2.02 **Overtime Compensation.** The Employee is classified as an exempt employee and the compensation under this Agreement is based on a work week of forty (40) hours. If the Employee is required under this Agreement to work more than forty (40) hours in any week, the Employee will be entitled to compensation for such service only in the form of compensatory time as provided herein. Compensatory time at the rate of one hour for each hour worked in excess of forty (40) hours in a given week may be approved by the Mayor when the Employee's work is necessitated by extraordinary circumstances directly related to maintaining adequate and appropriate public safety services during an emergency or other unusual situation occurring in the City.

2.03 **City Vehicle.** The City shall provide the Employee with a City Police Department vehicle outfitted with emergency equipment.

ARTICLE 3: Duties of Employee, Professional & Civic Development, and Hours of Employment

3.01 **Duties.** The Employee will work at the Police Department located at 14999 Darrington Road, Horizon City, Texas, and at any other place in the Town of Horizon City designated by the City.

A. The Employee must perform the essential functions for the Police Chief as provided in the City job description currently in existence (or as enacted or amended in the future) and all duties commonly discharged by peace officers and Chiefs of Police in the State of Texas. Additionally, the Employee is required to make public appearances from time to time to communicate the status of ongoing projects or investigations, develop and maintain community relations, and provide hands-on interaction with the community as necessary to promote and maintain the image of the Police Department and the safety of the community.

B. The Employee is responsible for the management and supervision of the Police Department, including the scheduling of Police Department employees, as well as the maintenance and implementation of all Police Department policies and procedures. The Employee must report any and all grave personnel issues to the Mayor or his designee as soon as the issues become apparent to the Employee. The Employee maintains the responsibility to discipline and terminate employees of the Police Department in accordance with City policies.

C. As needed, the Employee shall meet with the Mayor to develop mutually agreed upon goals and performance standards designed to improve the operations and professionalism of the Police Department.

3.02 **Professional Development.** The Employee agrees to maintain a Peace Officer's License from the Texas Commission of Law Enforcement (TCOLE) and a valid Texas Driver's License at all times. Suspension or revocation of either license will be grounds for immediate termination without further compensation.

3.03 **Hours of Employment.** It is recognized that the Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position and provide quality service for the protection and safety of the City. The Employee acknowledges that he is required to work a minimum of forty (40) hours per work week as required of peace officers, generally.

A. The Employee acknowledges that the proper performance of the duties of the Police Chief will require the Employee to generally observe normal on-duty hours and will also often require the performance of necessary services outside of normal on-duty hours when instances arise necessitating such performance.

B. The Employee agrees to devote such additional time as is necessary for the full and proper performance of the Employee's duties and to ensure the safety and protection of the City, and that the compensation herein provided includes compensation for the performance of all such services.

3.04 **Extent of Services.** The Employee agrees to provide his full knowledge and expertise by directing the Police Department according to national and Texas best practices. The Employee agrees to maintain current with contemporary trends within the criminal justice field of study. The Employee understands that the position of Police Chief is such that his availability must be assured at all times. The Employee will inform the Mayor or his designee concerning any outside affiliations or employment that may occur during regular business hours or outside affiliations or employment other than teaching or providing instruction that, in the Employee's opinion, could impact job performance or be a potential conflict of interest.

ARTICLE 4: Employee Benefits

4.01 **Medical, Dental, and Vision Benefits.** The City and the Employee agree the Employee will continue to be included in the hospital, surgical, medical, dental benefit plan, and vision benefit plan as specified in the Town of Horizon City Employee Policy Manual (the "City Employee Policy Manual") as the Employee is currently enrolled in his present position with the City as of the date of this Agreement.

4.02 **Group Life Insurance.** The City and the Employee agree the Employee will continue to be included under the City’s group term life insurance policy as set out in the City Employee Policy Manual as the Employee is currently enrolled in his present position with the City as of the date of this Agreement.

4.03 **Incentive Pay.** If the Employee is receiving any additional incentives as identified in the City Employee Policy Manual in his present position with the City as of the date of this Agreement, the Employee will continue to receive the additional incentives during the term of this Agreement.

4.04 **Paid Time Off (PTO).** As of the Commencement Date, the Employee will continue to receive PTO as he is receiving in his present position with the City as of the date of this Agreement and as specified in the City Employee Policy Manual.

ARTICLE 5: Reimbursement of Expenses Incurred by Employee

5.01 **Business Expenses.** The Employee is authorized to incur reasonable business expenses for promoting the business of the City, including expenditures for travel. The City will reimburse the Employee for all expenditures approved by the Mayor or allowed by the City Employee Policy Manual.

ARTICLE 6: Property Rights of Parties

6.01 **Return of City’s Property.** On the termination of employment or whenever requested by the City, the Employee must immediately deliver to the City all City property in the Employee’s possession or under the Employee’s control belonging to the City, in good condition, ordinary wear and tear excepted.

ARTICLE 7: Obligations of City

7.01. **Working Conditions.** The City will provide the Employee with a private office, secretarial services, equipment, and any other facilities and services suitable to the Employee’s position or required for the performance of his duties.

ARTICLE 8: Separation from Employment.

8.01 **Termination for Lack of Confidence.** This Agreement may be terminated by the City Council of the Town of Horizon City (the “City Council”), without cause, by a *super majority vote* (5 of 7) of the City Council members, due to lack of confidence in the Employee. Termination is effective immediately upon passage of the super majority vote of the City Council members. If the Employee is terminated without cause for lack of confidence, the Employee will not be entitled to severance pay.

8.02 **Termination for Cause.** This Agreement may be terminated by the Mayor for just cause, including the following nonexclusive factors constituting just cause:

- A. The Employee is under the influence of alcohol or controlled substances while on-duty.
- B. The Employee commits criminal acts, including but not limited to theft or assault, during the course of, or at the place of, his employment.
- C. The Employee is abusive or aggressive to other employees or members of the public.
- D. The Employee fails to obtain or maintain any required license or certification, including those specified in Article 3 of this Agreement.
- E. The Employee otherwise acts or fails to act in a manner consistent with the Employee's duties to the City that may injure the City's legitimate business or financial interests.
- F. The Employee engages in other employment or affiliates himself with outside organizations in such a manner that these actions adversely affect his job performance or constitute a conflict of interest, and the Employee fails to eliminate such employment or affiliation within sixty (60) days of being given written notice by the Mayor or his designee.

Termination under this section may be appealed to the City Council. The decision of the City Council in an appeal shall be effective immediately upon passage of a simple majority vote by the City Council members.

8.03 Resignation. If the Employee terminates this Agreement by voluntary resignation of the position of Interim Police Chief, the Employee shall give the Mayor ten (10) days' written notice in advance unless the Mayor agrees otherwise.

8.04 Administrative Leave. Nothing in this Agreement shall be construed to curtail the authority of the City to place the Employee on Administrative Leave (leave with pay and benefits) if the Employee is formally charged with committing civil or criminal actions deemed inconsistent with the effective and efficient performance of the position of Interim Police Chief.

8.05 Effect of Termination on Compensation and Reimbursement. In the event of the termination of this Agreement prior to the completion of the term of employment specified in Article 1, the Employee is entitled to the compensation earned by the Employee prior to the date of termination as provided for in this Agreement, computed pro rata up to and including that date. The Employee is not entitled to any further compensation after the date of termination, or upon the conclusion of this Agreement if not renewed, with the exception of the normal payout of accrued PTO, sick time, and compensatory time according to the City Employee Policy Manual.

ARTICLE 9: General Provisions

9.01 **Town of Horizon City Employee Policy Manual.** With respect to the provisions in this Agreement for which the provisions in the City Employee Policy Manual apply, any changes to the City Employee Policy Manual, approved by City Council, shall automatically apply to this Agreement.

9.02. **Notices.** All notices or other communications required under this Agreement must be in writing and may be delivered by personal delivery or by certified mail, return receipt requested. Notice is considered given when delivered or mailed to the Parties at their respective addresses on file or when mailed to the last address provided in writing to the other Party by the addressee.

9.03 **Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

9.04 **Personnel Policies Generally.** Unless otherwise provided for in this Agreement, and to the extent consistent with this Agreement, Employee shall be subject to the policies set forth in the City Employee Policy Manual, as may be amended.

9.05 **Severability.** In the event any one or more of the sections, provisions, or clauses contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

9.06 **Entire Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the City and the Employee concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the Parties or their agents, shall be valid or enforceable unless embodied in this Agreement.

9.07 **Selection of Remedies.** In the event a court of competent jurisdiction determines that either Party is in breach of this Agreement, the exclusive remedy available to the prevailing Party in a legal action shall be limited to the amount reasonably calculated to satisfy the remaining contractual obligations under this Agreement for the contractual year in which the breach occurred.

9.08 **Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by the Employee and the duly authorized representative of the City Council.

Executed at Horizon City, Texas, on _____, 2022.


CITY:

TOWN OF HORIZON CITY, TEXAS

By: _____
RUBEN MENDOZA, Mayor

EMPLOYEE:

MANUEL RICO



RESOLUTION

WHEREAS, the Charter of the Town of Horizon City provides that the Police Chief of the City Police Department of the Town of Horizon City will be appointed by the Mayor with the consent of the City Council, and the appointment must be formalized by a written contract which shall include the term of office, salary agreement, and the duties, responsibilities, and authority of the Police Chief; and

WHEREAS, at its Feb. 8, 2022 City Council meeting, the City Council gave its consent to the Mayor’s appointment of Marco Vargas as Police Chief and authorized the Mayor to negotiate an employment contract with Marco Vargas; and

WHEREAS, Marco Vargas has accepted to employment as the Police Chief of the City Police Department of the Town of Horizon City beginning March 28, 2022; and

WHEREAS, it is essential that there be a Police Chief for the period between Police Chief Michael McConnell’s retirement and Mr. Vargas’ beginning date of employment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY:

That Manuel Rico be appointed Interim Police Chief of the City Police Department of the Town of Horizon City, that the City Council consents to this appointment, and that the Mayor be authorized to sign a Contract of Employment between the Town of Horizon City, Texas and Manuel Rico, who will be employed as the Interim Police Chief of the City Police Department of the Town of Horizon City.

PASSED AND APPROVED this, the _____ day of February, 2022.

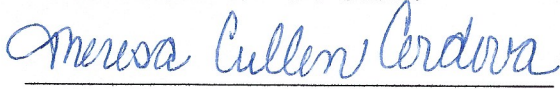
Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:



Theresa Cullen Cordova
Assistant City Attorney