



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, August 13, 2024, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, August 13, 2024 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. Approval of Minutes from:** **4**
Mayor/City Clerk
8/6/24 Special City Council Meeting.
- 4. Discussion and Action:** **7**
Mayor/CIP Manager
On change order #2 to Allied Paving for \$28,987.72 for the Oxbow, Pawling & Breaux project.
- 5. Discussion and Action:** **17**
Mayor/Chief Vargas
That the City Council accepts the sum of \$3,802.40 as forfeited funds subject to the rules and regulations of Article 59 of the Texas Code of Criminal Procedure and approves the expenditure of the sum of \$3,813.12 to purchase the firearms and other equipment described on Exhibit "A" attached hereto and incorporated herein.
- 6. Request to Excuse Absent Council Members:**
- 7. Approval of Consent Agenda Items:**
REGULAR AGENDA
- 8. Discussion and Action:** **21**
Mayor/Chief Vargas
On the approval of the FY2025 El Paso County 911 District annual budget.
- 9. ANNOUNCEMENT:**
Mayor/Finance Director
The Public Hearing on the Proposed FY 2024 - 2025 Budget will be conducted on August 27, 2024 and the Public Hearing on the Proposed Tax Rate will be conducted on September 10, 2024 at 6:00 pm at 15001 Darrington Road. The adoption of the FY 2024 Budget and Tax Rate will be on September 10, 2024.
- 10. Discussion and Action:**
Mayor/Finance Director
Announcement of the intent to adopt the Voter-Approval Tax Rate of \$0.559362 for FY 2024-2025 and publication of notice.
- 11. Discussion:** **35**

Mayor/Finance Director

1st Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2024 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

12. Discussion: **39**

Mayor/Finance Director

1st Reading of Ordinance No. _____, An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for fiscal year 2024-2025; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

13. Discussion and Action: **45**

Mayor/Finance Director

That the Mayor is authorized to sign the Interlocal Agreement between the Town of Horizon City ("City") and Texas Municipal League Intergovernmental Risk Pool ("TMLIRP") to procure Cyber Liability & Data Breach Response Coverage 2024-2025.

14. Discussion and Action: **76**

Mayor/CIP Manager

On an update on the Capital Improvement Program.

15. Discussion and Action: **94**

Mayor/CIP Manager

Update on the ARPA Program.

16. Discussion and Action: **111**

Mayor/CIP Manager

On the selection of a transit plaza site.

17. Discussion and Action: **134**

Mayor/Chief Vargas

To approve a collective bargaining agreement between the Town of Horizon City and the Horizon City Police Officer's Association for a term commencing October 1, 2024 through September 30, 2029.

18. 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).

A. Discussion:

On real estate discussions for the TOD/Town Center.

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 8/9/2024

By: _____

Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular 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, 8/9/2024 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.

**MINUTES
AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, August 6, 2024, 6:00 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, August 6, 2024 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

1. Call to order; Pledge of Allegiance; Establishment of Quorum

Meeting called to order at 6:00 pm. All Council Members present. Quorum Established.

2. Open Forum:

No one signed up to speak.

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. Approval of Minutes from:

Mayor/City Clerk
The July 9, 2024 Regular City Council meeting.

4. Request to Excuse Absent Council Members:

5. Approval of Consent Agenda Items:

A motion was made by Councilman Miller and seconded by Councilwoman Urrutia to approve the consent agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

REGULAR AGENDA

6. Discussion and Action:

Mayor/CIP Manager
Resolution authorizing the Mayor to sign an agreement with Exigo for construction management services for Municipal Facilities Ph. 1 in an amount not to exceed \$350,000.00.

CIP Manager, Terry Quezada Spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilwoman Urrutia to approve the resolution authorizing the Mayor to sign an agreement with Exigo for construction management services for Municipal Facilities Ph. 1 in an amount not to exceed \$350,000.00. The CITY CLERK polled the Council: MILLER – Abstain; QUIROZ – Aye; ORTEGA – Aye; RANDLEEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

7. **Discussion and Action:**

Mayor/CIP Manager

On a resolution authorizing Mayor to sign the Interlocal Agreement between the Horizon Regional Municipal Utility District ("HRMUD") and the Town of Horizon City ("City") for reimbursement of actual design expenses in connection with the construction of a sewer service line to be installed as part of the City's Municipal Facilities Phase I Project in form and substance substantially similar to the document attached to this Resolution.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Quiroz to approve the resolution authorizing Mayor to sign the Interlocal Agreement between the Horizon Regional Municipal Utility District ("HRMUD") and the Town of Horizon City ("City") for reimbursement of actual design expenses in connection with the construction of a sewer service line to be installed as part of the City's Municipal Facilities Phase I Project in form and substance substantially similar to the document attached to this Resolution. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

8. **Discussion and Action:**

Mayor/EDC Executive Director

On a Resolution approving the Horizon City Economic Development Corporation's FY 2024- 2025 budget.

EDC Executive Director, Eddie Garcia spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to approve the Resolution approving the Horizon City Economic Development Corporation's FY 2024- 2025 budget. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

Item #9 was taken before item #6.

9. **Discussion and Action:**

Mayor/Finance Director

Regarding the arbitrage study completed by Hilltop Securities and authorizing payment of the required Yield Reduction Payments by the Town of Horizon City.

Finance Director, Lilia Gaytan spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to accept the report and authorize payment to the IRS. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

10. **Discussion and Action:**

Mayor/Finance Director

Workshop on the proposed FY 2024 - 2025 Budget.

Finance Director, Lilia Gaytan spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Quiroz to accept the report and the proposed tax rate. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

11. **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

A motion was made by Councilman Mendoza and seconded by Councilwoman Urrutia to adjourn at 7:10 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Andres Renteria, Mayor



TOWN OF HORIZON CITY
MEMORANDUM

Date: August 9, 2024
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: Discussion and Action: On Change Order #2 to Allied Paving Company for Oxbow, Pawling and Breaux Street and Drainage Improvements - Correction

Teresa Quezada
8/13/2024

Change Order No. 2 to the construction contract with Allied Paving Company adds \$28,987.72 for various elements outlined below and forty-five calendar days to the substantial and final completion dates to complete the work authorized by the change items. These amounts have been requested by the contractor and reviewed and recommended by Huitt Zollars as the design consultant and construction manager on this project.

The total contract amount after these changes is \$1,847,382.67, and change order represents 1.6% increase to the original contract amount of \$1,810,959.95. Total change orders represent a 2.01% increase to the original contract amount.

Item 1, the additional driveway for Dynamix property will be reimbursed by the property owner. The other items are necessary due to increased additional installed quantities and delays due to El Paso Electric Company disconnecting service to the existing facility.

The highlighted table cell, the amount to Base Bid 2 has been corrected to reflect the amount of the change order.

Change Item	Amount	Time (Calendar days)
1. Increase to add a driveway to access Dynamix property from Pawling Drive.	\$3,775.00	0 days
2. Increase to contract time – delay due to EPEC disconnecting power to existing structure.	\$0.00	45 days
3. Increase quantities to carry out the design. Base Bid 1	\$21,067.13	0 days
3. Increase quantities to carry out the design. Base Bid 2	\$4,145.59	0 days
TOTAL (increase)	\$28,987.72	45 days

Staff recommends approval.

Attachment: Change Order Form



CHANGE ORDER NO. 2

Page 1 of 2

PROJECT: *Street Improvement to Oxbow Dr and Pawling Dr (from Darrington to Breaux St) and Breaux St. (From Horizon Blvd to Nunda Ave)*

DATE OF ISSUANCE: August 06, 2024

EFFECTIVE DATE: August 06, 2024

OWNER: TOWN OF HORIZON CITY
14999 Darrington Rd.
Horizon City, Texas 79928

OWNER'S BID NO. CIP 2022-101

CONTRACTOR: *Allied Paving Company
5165 Hercules Ave.
El Paso, Texas 79904*

ENGINEER: Roxanna Medina, PE, PTOE
Huitt-Zollars, Inc.
5822 Cromo, Suite 210
El Paso, Tx 79912

CONTRACT FOR: *Roadway reconstruction and drainage improvements for Oxbow Dr, Pawling Dr, and Breaux*

ENGINEER'S PROJECT NO: R301516.01

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THE CONTRACT DOCUMENTS:

- Item No. 1: *Construct an additional driveway located at STA 2+00 to access Dynamix property from Pawling Dr.* (\$3,775.00; 0 impact to contract time)
- Item No. 2: *Add 45 Calendar days to the Contract time due to a delay in El Paso Electric Company disconnecting the service to the FAA Building.*
- Item No. 3: *Increase Contract amount due to Quantity Overruns on for Base Bid No. 1 and Base No. 2.* (\$25,212.72; 0 impact to contract time)

PURPOSE OF CHANGE ORDER:

- Item No. 1. After construction started, the Dynamix Owner asked the Town of Horizon if a 35-foot driveway could be constructed off of Pawling to access the back portion of their property. The Town has asked that the driveway be included into the project and will be paid for under Bid Item 18 at \$56.49/SY for a total of 61 SY and under Bid Item #3 Remove Existing Curb and Gutter at \$5.64/LF for a total of 50 LF. This will increase to the contract amount by \$3,775.00 and no additional days to the contract.
- Item No. 2. The Contractor was delayed by 45 Calendar Days due to the El Paso Electric Company delay in disconnection an existing power service to the FAA Building. The Contractor started coordination with El Paso Electric Company in June of 2023 and the pole was not removed until November 2023. Since the power source was active, the Contractor could not install the storm sewer system for Pawling, which delayed completing the paving operation.
- Item No 3 Due to unforeseen site conditions the Contractor installed additional quantities in Base Bid No. 1 and Base Bid No. 2. The inspector has field verified the quantities and agrees with the overrun. Increase Base Bid No. 1 by \$21,067.13 and no additional days to the contract. Increase Base Bid No. 2 by \$ 4,145.59 and no additional days to the contract.

Base Bid No. 1-Increase the following Bid Items

Bid Item No 04

8

- Increase Remove Existing Curb and Gutter of 25 Linear Feet (\$141.00)

Bid Item No. 12

- Increase TxDOT HMAC 2.5 Type C of 38 Square Yards (\$544.54)

Bid Item No. 13

- Increase Install 8" Base Type A Grade 1 of 40 Square Yards (\$475.60)

Bid Item No. 14

- Increase Prepare 12" Subgrade of 40 Square Yards (\$78.00)

Bid Item No. 18

- Increase Install Conc Driveway 6" of 351 Square Yards (\$19,827.99)

Base Bid No. 2-Increase the following Bid Items**Bid Item No. 10**

- Increase TxDOT HMAC 2.5 Type C of 99.66 Square Yards (\$1494.90)

Bid Item No. 11

- Increase Install 8" Base Type A Grade 1 of 99.66 Square Yards (\$1,249.74)

Bid Item No. 12

- Increase Prepare 12" Subgrade of 99.66 Square Yards (\$239.18)

Bid Item No. 16

- Increase Install Conc Driveway 6" of 10.53 Square Yards (\$621.16)

Bid Item No. 18

- Increase 24" Solid White Line Stop Bar of 34 Linear Feet (\$540.60)

ATTACHMENTS:***Item No. 1****A-Email from Public Works Director**B-Cost Proposal****Item No. 2****A-Contractor's Letter****Item No. 3****A. Spreadsheet Calculations*

CHANGE ORDER NO. 2

PROJECT: *Street Improvement to Oxbow Dr and Pawling Dr (from Darrington to Breaux St) and Breaux St. (From Horizon Blvd to Nunda Ave)*

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME
<p>ORIGINAL PRICE:</p> <p style="text-align: right;">\$ 1,810,959.95</p>	<p>ORIGINAL CONTRACT TIME</p> <p>MILESTONES: CONTRACT TIME: <i>Substantial Completion: 300 Days Due Date: April 7, 2024</i> <i>Final Completion: 330 Days Due Date: May 7, 2024</i></p>
<p>CONTRACT PRICE PRIOR TO THIS CHANGE ORDER</p> <p style="text-align: right;">\$ 1,818,394.95</p>	<p>CONTRACT TIME PRIOR TO THIS CHANGE ORDER</p> <p>MILESTONES: CONTRACT TIME: <i>Substantial Completion: 300 Days Due Date: April 7, 2024</i> <i>Final Completion: 330 Days Due Date: May 7, 2024</i></p>
<p>NET INCREASE/DECREASE OF THIS CHANGE ORDER</p> <p style="text-align: right;">\$ 28,987.72</p>	<p>NET INCREASE/DECREASE OF THIS CHANGE ORDER</p> <p>MILESTONES: CONTRACT TIME: <i>Substantial Completion: 45 Days</i> <i>Final Completion: 45 Days</i></p>
<p>CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS</p> <p style="text-align: right;">\$ 1,847,382.67</p>	<p>CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS</p> <p>MILESTONES: CONTRACT TIME: <i>Substantial Completion: 345 Days Due Date: May 22, 2024</i> <i>Final Completion: 375 Days Due Date: June 21, 2024</i></p>

This amount indicated above shall be considered full and equitable adjustment for any claims, past and future, for the work described and shall include all costs, direct and indirect, including extended overhead.

ACCEPTED:

By _____
 Contractor: Allied Paving Company

Date _____

RECOMMENDED:

By _____
 Engineer: Roxanna Medina, PE

Date _____

REVIEWED:

By _____
 Eduardo Garcia, - Interim Director of Planning

Date _____

APPROVED:

By _____
 Andres Renteria, Mayor

Date _____



ENGINEER'S COST SUMMARY AND CLASSIFICATION OF SOURCE OF CHANGE

Design Engineer: Roxanna Medina, PE-Huitt-Zollars, Inc.
 Change Order #: 2
 Project: Street Improvement to Oxbow Dr and Pawling Dr (from Darrington to Breaux St) and Breaux St. (From Horizon Blvd to Nunda Ave)
 Contractor: Allied Paving Company
 Owner Bid No.: CIP 2022-101
 Total Impact to Cost: \$ 28,987.72
 Total Impact to Time: 45 Days
 Date: 8/06/2024

Item No. 1	Construct an additional driveway located at STA 2+00 to access Dynamix property from Pawing
<i>Classification</i>	Owner Requested
<i>Impact to Cost</i>	\$3,775.00
<i>Impact to Time</i>	0 Days
<i>Justification</i>	See Change Order Narrative for Item No. 1
<i>Cost Summary</i>	Unit Bid Prices

Item No. 2	Add 45 Calendar Days to Contract Time for delay in El Paso Electric Company disconnecting existing power service to FAA Building
<i>Classification</i>	Unforeseen Site Conditions
<i>Impact to Cost</i>	\$0.00
<i>Impact to Time</i>	45 Days
<i>Justification</i>	See Change Order Narrative for Item No. 2
<i>Cost Summary</i>	N/A

Item No. 3	Quantity Overrun Adjustments
<i>Classification</i>	Unforeseen Site Conditions
<i>Impact to Cost</i>	\$25,212.72
<i>Impact to Time</i>	0 Days
<i>Justification</i>	See Change Order Narrative for Item No. 2
<i>Cost Summary</i>	Unit Bid Prices

Item No. 4	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 5	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 6	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

From: Michelle Garcia
 To: Albert Valle
 Cc: Roxanna Riveria
 Subject: RE: Dynamix (Pawling Dr. Construction) Driveway
 Date: Wednesday, April 10, 2024 10:48:25 AM
 Attachments: mgarciaw01.png
 mgarciaw02.png
 mgarciaw03.png

Thanks, Albert.

Roxanne, the owner of Dynamix has requested a second driveway on Pawling where they currently have a rolling chain link gate. Is it possible to still install a driveway at that location. If so, will you please get us a cost for the design and installation?

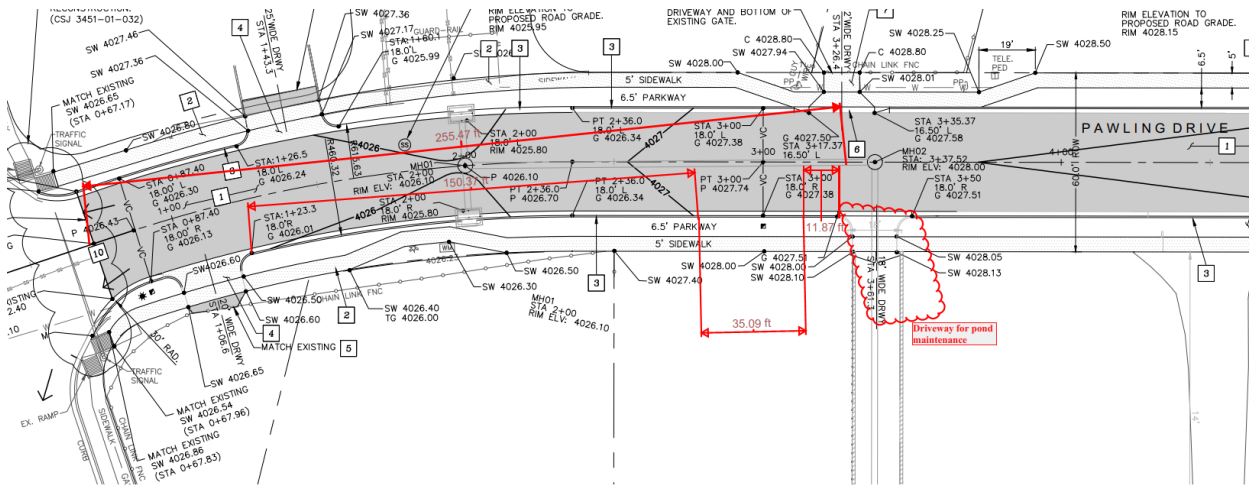
Thank you,

Michelle Garcia, AICP, CNU-A
 Planning Director
 Town of Horizon City
 915-852-1046 ext. #105
 mgarcia@horizoncity.org

*City Hall is open from 7:00 am to 6:00 pm (closed for lunch from 11:45 am to 1:00 pm) Monday through Thursday and is closed on Fridays.

From: Albert Valle <avalle@horizoncity.org>
 Sent: Wednesday, April 10, 2024 10:35 AM
 To: Michelle Garcia <mgarcia@horizoncity.org>
 Cc: Roxanna Riveria (riveria@huilt-zollars.com) <rriveria@Huilt-Zollars.com>
 Subject: Dynamix (Pawling Dr. Construction) Driveway

Michelle,
 Pawling Dr. has a speed limit of 30mph. In effect they have enough space to meet the required separation of 150 ft. for 2 driveways. The proposed 18ft. driveway is for pond maintenance only.

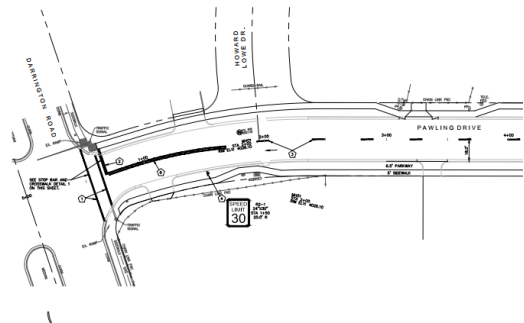


General Regulations

802.1 Access Standards: The principal means of access shall be from arterial or collector streets. Access points shall be designed in accordance with good traffic engineering practice to minimize traffic, hazards and congestion. Driveway widths shall be as determined by City Engineer sufficient to accommodate ease of ingress and egress.

Driveway openings shall not be closer than 50 feet from the closest intersecting street, measured from the centerline of the driveway to the point of curvature of the curb return of the intersecting street. Subsequent driveway openings shall be separated from each other by sufficient distance so as to avoid interfering with the safe movement of traffic. The following minimum separation distances, measured from the centerline of each driveway at the right-of-way line, shall be observed:

Posted Speed (in miles per hour)	Distance between driveways (in feet)
15	400
25	500
35	600
45	700
55	800
65	900
75	1000



Albert Valle, CFM
 Public Works Director
 Town of Horizon City
 14999 Darrington Road
 Horizon City, TX 79928
 Cell Number: (915)630-8528
 Office Number: (915)852-1046 ext. #402

CAUTION: This email originated from outside Hult-Zollars. Treat all links and attachments with appropriate caution. Verify with sender if unexpected.

**OPINION OF PROBABLE COST
PAWLING 35-FOOT DRIVEWAY
HUITT-ZOLLARS, INC. 04/15/24**

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
PROPOSED DRIVEWAY				
INSTALL CONC. DRIVEWAY (6")	62	SY	\$56.49	\$3,502
DEMO Curb and Gutter	50	LF	\$5.46	\$273
Subtotal				\$3,775
Engineering Fees				\$1,400
TOTAL				\$5,175

Allied Paving Company

5165 Hercules

El paso Texas, 79904

Phone: 915-755-7625

Email: abelortiz@alliedpavingcompany.net

To: Town of Horizon, Huitt-Zollars

Project: Pawling drive, & oxbow Drive between Darrington road & Breaux Street, Breaux Street
Between Horizon Blvd (FM1281) & Nunda Drive

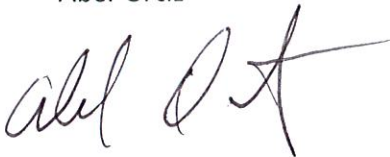
Bid No. 2022-101

Attn: Roxanne Rivera, Michelle Garcia

Good afternoon, all

Allied paving is requesting to extend days for the above-mentioned project, Allied is requesting 45 additional days be added to the contract, for delays caused by the electric company.

Abel Ortiz

A handwritten signature in black ink, appearing to read 'Abel Ortiz', with a long horizontal stroke extending to the right.

Project Manager

A	B				C				
ITEM NO.	DESCRIPTION OF WORK	PLAN QUANTITIES	UNIT	UNIT PRICE	SCHEDULED VALUE	Additional Quantity	Total Quantity	Total Cost	Difference
04	REMOVE EXST CURB AND GUTTER	1556	LF	\$ 5.64	\$ 8,775.84	25	1581	\$ 8,916.84	\$ 141.00
12	TX-DOT HMAC 2.5 TYPE C	9400	SY	\$ 14.33	\$ 134,702.00	38	9438	\$ 135,246.54	\$ 544.54
13	INSTALL 8" BASE TYPE A GRADE 3	9400	SY	\$ 11.89	\$ 111,766.00	40	9440	\$ 112,241.60	\$ 475.60
14	PREPARE 12" SUBGRADE	9400	SY	\$ 1.95	\$ 18,330.00	40	9440	\$ 18,408.00	\$ 78.00
18	INSTALL CONC DRIVEWAY 6"	469	SY	\$ 56.49	\$ 26,493.81	351	820	\$ 46,321.80	\$ 19,827.99
	SUBTOTAL BASE BID 1				\$ 1,435,752.33			\$ 1,456,819.46	\$ 21,067.13
	BASE BID 2 / BREAUX								
10	TX-DOT HMAC 2.5 TYPE C	4857	SY	\$ 15.00	\$ 72,855.00	99.66	4956.66	\$ 74,349.90	\$ 1,494.90
11	INSTALL 8" BASE TYPE A GRADE 3	4857	SY	\$ 12.54	\$ 60,906.78	99.66	4956.66	\$ 62,156.52	\$ 1,249.74
12	PREPARE 12" SUBGRADE	4857	SY	\$ 2.40	\$ 11,656.80	99.66	4956.66	\$ 11,895.98	\$ 239.18
15	INSTALL CONC DRIVEWAY 6"	245	SY	\$ 58.99	\$ 14,452.55	10.53	255.53	\$ 15,073.71	\$ 621.16
18	24" SOLID WHITE LINE STOP BAR	54	LF	\$ 15.90	\$ 858.60	34	88	\$ 1,399.20	\$ 540.60
	SUBBTOTAL BASE BID 2				\$ 382,099.41			\$ 386,244.99	\$ 4,145.59
									\$ 25,212.72

RESOLUTION

WHEREAS, the El Paso County Criminal Court No. 1 ordered, adjudged and decreed that the sum of \$5,900.00 was used, or intended to be used in the commission of a felony and is there subject to forfeiture pursuant to Article 59.01(2) of the Texas Code of Criminal Procedure;

WHEREAS, said court awarded that sum to the agent for the State of Texas, the District Attorney of the 34th Judicial District to be distributed to the Horizon City Police Department (“HCPD”) in accordance with the terms of the Agreement between the State and the Town of Horizon City and Article 59 of the Texas Code of Criminal Procedure;

WHEREAS, the Town of Horizon City/HCPD is entitled to 70% of the forfeited funds after deduction of expenses incurred to collect the funds;

WHEREAS, the amount to be distributed to the Town of Horizon City/HCPD is \$3,802.40;

WHEREAS, Article 59 of the Texas Code of Criminal Procedure requires the city council to accept the distribution and take action to make sure it is expended in the manner required by the statute for a law enforcement purposes including: equipment, vehicles, computers, firearms, protective body armor, furniture, software, uniforms, maintenance equipment, supplies, office supplies, mobile phone and data account fees for employees, internet services; investigative and training-related travel expenses; training expenses; investigative costs, including payments to informants and lab expenses; crime prevention and treatment programs; facility costs; witness related costs; and audits costs;

WHEREAS, all expenditures of forfeited funds must be approved by City Council and the account is required to be audited annually;

NOW, THEREFORE BE IT RESOLVED BY THE Town of Horizon City Council as follows:

1. The City Council accepts the sum of \$ 3,802.40 as forfeited funds subject to the rules and regulations of Article 59 of the Texas Code of Criminal Procedure.

2. The City Council approves the expenditure of the sum of \$3,813.12 to purchase the firearms and other equipment described on Exhibit “A” attached hereto and incorporated herein.

PASSED AND APPROVED the _____ day of August, 2024.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

EXHIBIT “A”

Attach invoice



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

Quote	QTE0194565
Date	7/23/2024
Page:	1

Bill To:

Ship To:

Horizon City, Town of (TX)
 Attn: Accts Payable
 14999 Darrington Rd
 Horizon City TX 79928

Town of Horizon- Police Dept.
 14999 Darrington Rd
 Horizon City TX 79928

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
240723 GEAR	007701	CH		NET 15	0/0/0000	2,941,122

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
2	MAGPUL-MAG514-BLK	Magpul MS3 Sling GEN2 Black	EA	\$39.46	\$78.92
3	RUG-8514	Ruger AR-556 MPR 18" Black 5.56/223 Rem 30	EA	\$790.30	\$2,370.90
2	TRI-MRO-C-2200006	Trijicon 1x25 MRO® 2.0 MOA ADJ Red Dot; Mc	Each	\$467.60	\$935.20
3	STL-69110	Streamlight-TLR-1Tact. Light	EA	\$109.01	\$327.03
2	MAGPUL-MAG598-BLK	Magpul M-LOK AFG Angled Fore Grip Black	EA	\$21.29	\$42.58
1	FC-AE223-BX	Federal .223Rem 20/BX FMJ BT 55gr	BX	\$13.49	\$13.49
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/25. Email BuyBoard PO's to info@buyboard.com	EA	\$0.00	\$0.00

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
 PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
 REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Subtotal	\$3,768.12
Misc	\$0.00
Tax	\$0.00
Freight	\$45.00
Total	\$3,813.12

Your salesperson is Octavio Montalvo. Thank You.
 Jaime Crespo 915-852-1047 ext. 327
 jcrespo@horizoncity.org

El Paso County 911 District

Budget Book



**Harnessing Innovation:
Empowering Public Safety First Responders
Through Next-Generation Tools**

FY 2025



El Paso County 911 District Budget Plan Fiscal Year 2025

Attached for your review is our proposed budget for FY2025. On June 28, 2024, the El Paso County 911 District Board of Managers approved the proposed budget. Per our governing statute the District must present our budget to all of the participating jurisdictions within El Paso County for their review and approval. The budget will then be formally adopted by the Board of Managers prior to October 1, 2024.

This budget is designed to continue moving the El Paso Region into the next generation of 9-1-1 technology (NG911), interconnecting the community and first responders using the most efficient tools available. As we stand at the intersection of NG911 and the internet of things, the District is committed to unlocking the future of NG911 for El Paso.

We are proud of the excellent service we provide to the El Paso community and look forward to meeting with you to present our FY2025 budget. Please let us know if you have any questions and thank you for your support of El Paso's 9-1-1 system.

Sincerely,

Scott Calderwood, Executive Director
El Paso County 911 District
6055 Threadgill Ave.
El Paso, Texas 79924
(915) 832 6812
scottc@elpaso911.org

* Should your jurisdiction choose to take no formal action, this budget will be automatically approved by operation of statute on the sixty-first day following your receipt of this document.

EL PASO COUNTY 911 DISTRICT

District Mission

The El Paso County 911 District is an emergency communications district, providing 9-1-1 service in El Paso for over 30 years. Our mission is to continuously make a difference by providing outstanding professional services that facilitate the vital connection between our community and emergency services.

District Vision

The El Paso County 911 District will be a leader and innovator bringing the latest and most efficient technology to our 9-1-1 community. We will be a model 9-1-1 center respected by others across the country. We will be a high performing organization powered by motivated professionals that work harmoniously and collaboratively to support our mission.

District Governance

The District operates under Texas Health and Safety Code, Chapter 772. It is governed by a Board of Managers appointed by the entities it serves. By statute the Board is made up of one member from the County of El Paso, two members from the most populous city in the County (City of El Paso), one member from the second most populous city in the County (City of Socorro), one member appointed, at large, by the Board of Managers to represent all other entities within the County, and one member from the predominant phone service provider (AT&T).

District Funding

The District is funded by 9-1-1 service fees. Fees are collected monthly from both wireline and wireless phones and remitted to the District. The Board maintains local control of wireline fees and sets the rate each year as a part of the budget process. For FY2025 the Board has maintained the fee from FY2015 of \$1.38 per residential line and \$4.46 per business line.

Wireless fees are set by the State of Texas. For FY2024 the wireless fee is \$.50 per line or 2% of any pre-paid phone service. The fees are collected by the State Comptrollers and distributed to 9-1-1 entities based on population.



2025 BOARD OF MANAGERS

Kristian Menendez, Chair
Emergency Services District No. 1

At-Large Representative

Ryan Urrutia
El Paso County Sheriff's Office

County of El Paso

Pete Pacillas
El Paso Police Department

City of El Paso

Robert Rojas
Socorro Police Department

City of Socorro

Mario D'Agostino
El Paso Fire Department

City of El Paso

Monica Ballesteros
AT&T

Primary Phone Service Provider



911 DISTRICT VALUES

“DO THE RIGHT THING”

BE ACCOUNTABLE

Dependability
Fairness
Transparency

PRACTICE INTEGRITY

Honesty
Professionalism
Trustworthy

COLLABORATE

Build Relationships
Be Creative and Innovate
Teamwork
Effective Communication

INSPIRE

Self-Motivated
Enthusiastic

KINDNESS

Respect
Compassion
Service to Others

HAVE FUN



DISPATCH OFFICES SUPPORTED BY THE DISTRICT

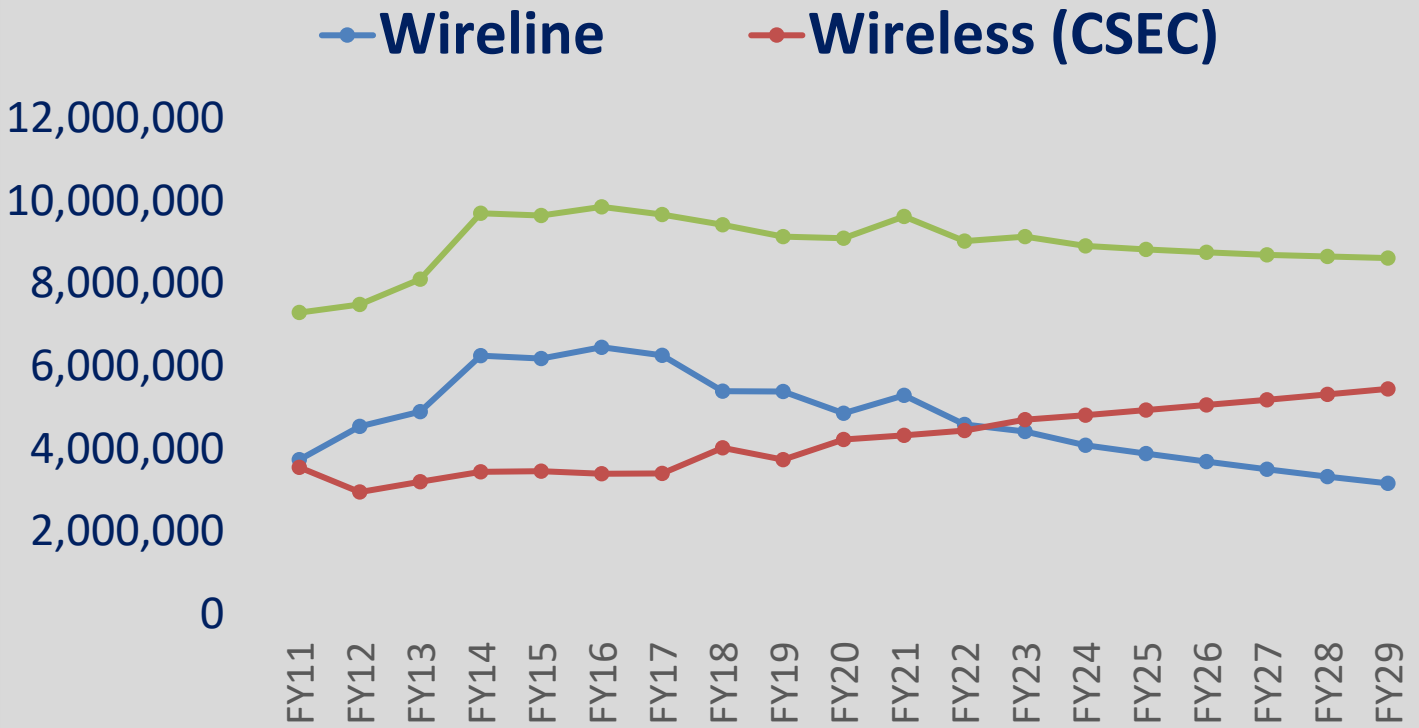
- El Paso County Sheriff’s Office
- Canutillo ISD Police Department
- City of El Paso 9-1-1 & 3-1-1 Communications
- City of Socorro Police Department
- Anthony Police Department
- Horizon City Police Department
- Emergency Service Districts (ESD) 1 & 2
- UTEP Police Department
- El Paso Independent School District Police Department
- Socorro Independent School District Police Department
- Ft. Bliss Directorate of Emergency Services
- El Paso Community College Police Department
- Texas Tech University Police Department
- Ysleta Del Sur Pueblo

RESPONSE AGENCIES SUPPORTED BY THE DISTRICT

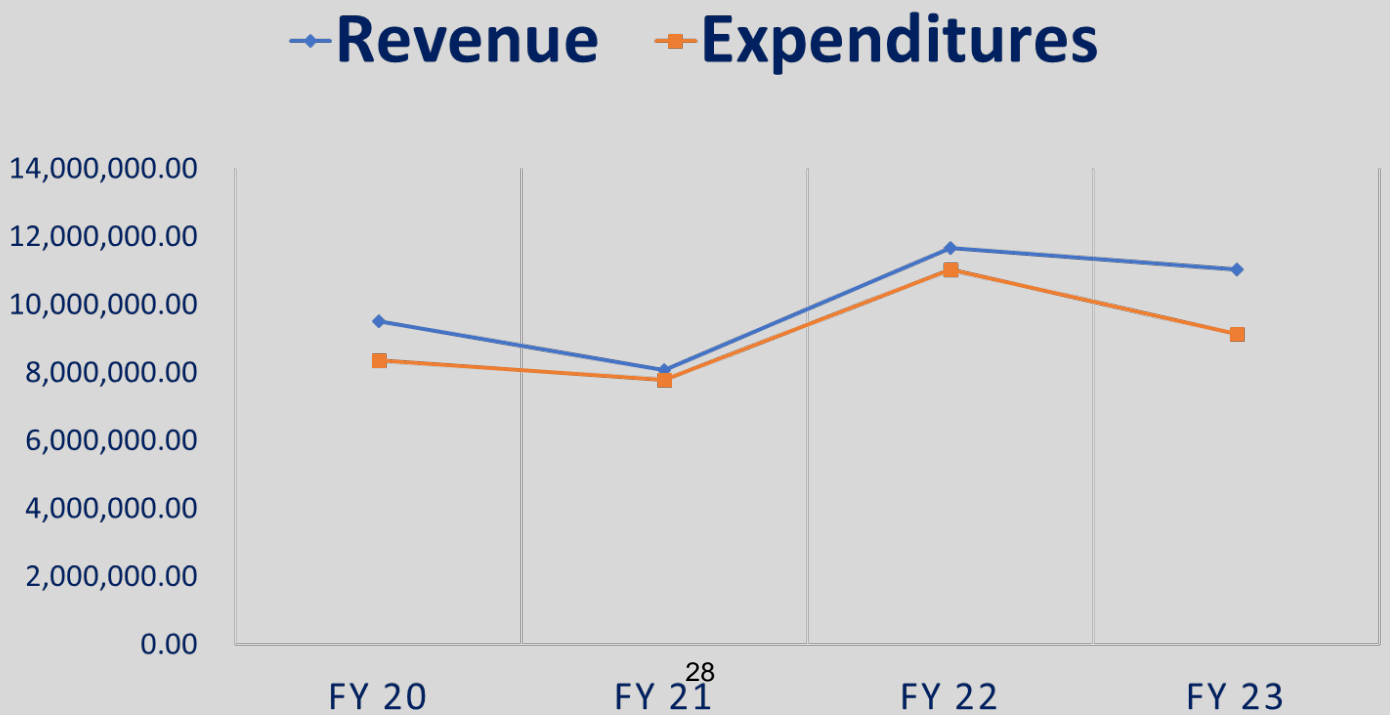
- | | |
|--|---------------------------------------|
| Anthony Police Department | El Paso ISD Police Department |
| Clint Fire Department | El Paso Police Department |
| Clint Police Department | El Paso County Sheriff’s Office |
| El Paso County Precinct 1 Constable’s Office | Fabens Fire Department |
| El Paso County Precinct 2 Constable’s Office | Fort Bliss Fire Department |
| El Paso County Precinct 3 Constable’s Office | Fort Bliss Military Police Department |
| El Paso County Precinct 4 Constable’s Office | Horizon City Fire Department |
| El Paso County Precinct 5 Constable’s Office | Horizon City Police Department |
| El Paso County Precinct 6 Constable’s Office | Montana Vista Fire Department |
| El Paso County Precinct 7 Constable’s Office | San Elizario Fire Department |
| County Fire Marshals (ESD1) | San Elizario Town Marshal |
| County Fire Marshals (ESD2) | Socorro Fire Department |
| El Paso 3-1-1 | Socorro ISD Police Department |
| El Paso Animal Control | Socorro Police Department |
| El Paso Community College Police Department | Texas Tech Police Department |
| El Paso County Ambulance Service | UT El Paso Police Department |
| El Paso Fire Department | West Valley Fire Department |
| El Paso Fire Marshal | YDSP Fire Department |



Revenue Analysis: Historical Trends and Future Projections



Yearly Financial Performance Analysis



FY25 Budget Summary

District Administration

\$2,583,447

Salaries

15 Full-Time Professionals

Benefits

Health, Dental, Vision, Life, Disability Insurance

Retirement, Employee Assistance Program, Equipment Allowance

Administration Operations

TML Liability Insurance, Public Meetings, Professional Training

Office/printing supplies & equipment/furniture, professional training

Professional Memberships

911 Alliance, APCO, NENA, SHRM, GISP, SCAUG

Professional Services

Audit services, Attorney fees

Shredding services, copier & printer maintenance contracts

911 Network Operations

\$5,394,851

Telephone Connectivity

Call Center Equipment and Replacement

GIS Annual Maintenance: 911 Datamaster, Maptext, American Messaging

Maintenance: AT&T, DIR, Spectrum, Safe Software, Vesta, Everbridge

Software Upgrade/Maintenance Support

CAD and network maintenance:

Conterra, Comware, Envoy, Presidio, GeoComm Inc, Masser Tech, IDT

Abila, Solarwinds, Priority Dispatch. GTS Technology Solutions, Hexagon

SoftareOne, Prepared Live, Veriato, Zoll

Agency Support Programs

\$987,600

Agency Technology Assistance

COEP-Interlocal Agreement-Digital Radio, Public Education Training

Promotional supplies and Telecommunicators Appreciation Week

Training: NENA, APCO, 9-1-1 Training

Certifications/Recertifications

IAED, NENA, APCO, Priority Dispatch

Facility Operations

\$960,369

Threadgill Facilities

Utilities, Mirador Janitorial Services, Landscaping Services, Union Pacific

Preventive Maintenance & Services

Cleaning/janitorial supplies, facilities maintenance and repairs

ChemTreat water treatment, gym maintenance, fire inspections

District Fleet Maintenance

Three District vehicles, Quarterly maintenance

Wear and tear repairs, gasoline for vehicles, yearly inspections

Capital Improvement Projects

\$1,549,028

Network Software & Hardware

Threadgill NICE Inform Recording System Upgrade

Kansas NICE Inform Recording System Upgrade

Threadgill and Kansas Data Center Upgrade

Equipment and Furniture

2nd Cooling Tower

Facility Upgrades

ESInet NG911 Federal Grant

\$409,098

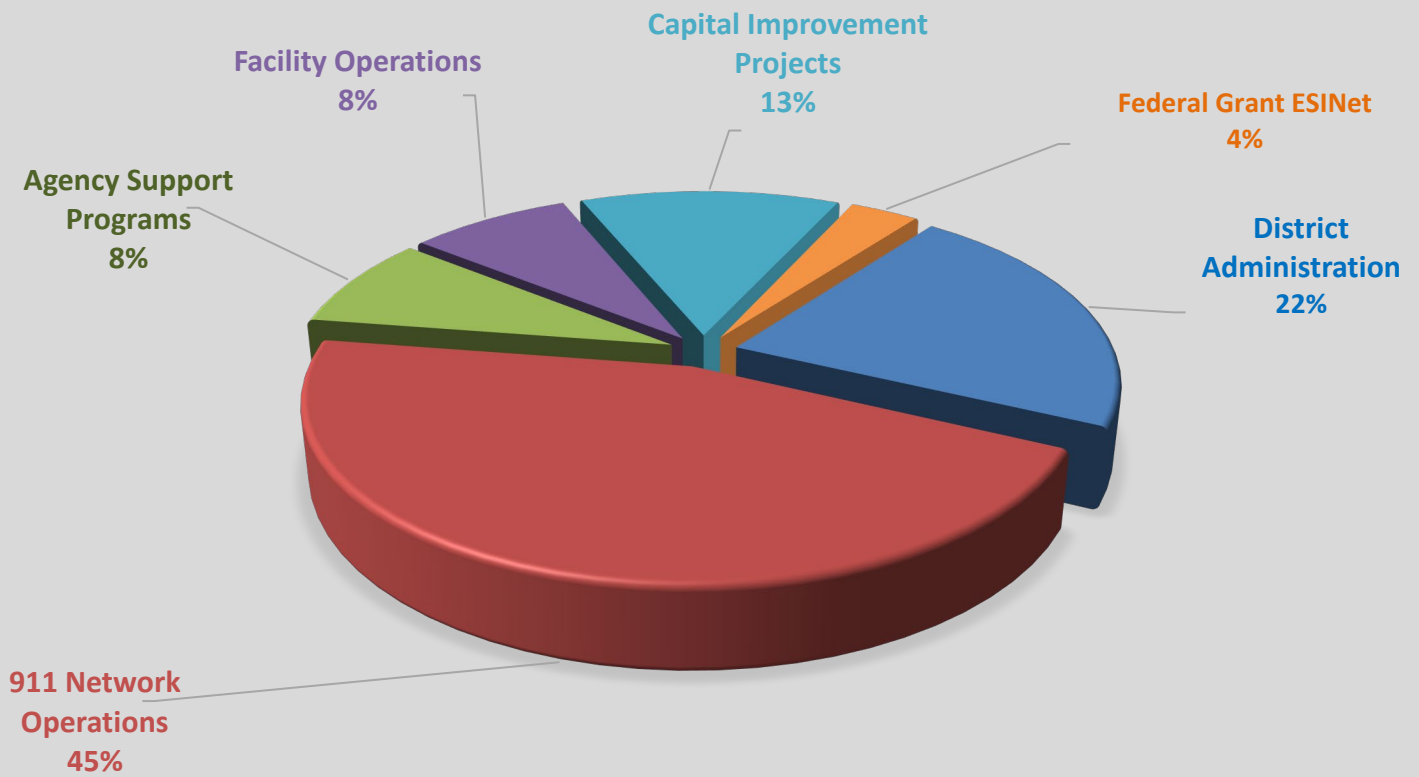
October'24 through December'24

CSEC Monthly Reimbursement from Federal Grant Awarded

DIR Monthly ESInet Connectivity and NG911 Core Services



PROPOSED BUDGET ALLOCATION



El Paso County 911 District Fiscal Year 2023 Budget Summary

	FY23 Adopted	FY23 Actual	
Revenue			
Operating			
District Administration	9,179,940.00	8,830,448.00	96.19%
Federal Grant			
Fed Grant Reimbursement	0.00	2,185,406.24	100.00%
Total Revenue	9,179,940.00	11,015,854.24	120.00%
Expenses			
Operating			
District Administration	2,741,180.43	2,565,754.15	93.60%
911 Network Operations	4,877,799.89	3,560,800.65	73.00%
Facility Operations	1,269,356.00	659,018.30	51.92%
Total Operating	8,888,336.32	6,785,573.10	76.34%
Agency Assistance			
Agency Support Programs	684,900.00	491,114.88	71.71%
Total Agency Assistance	684,900.00	491,114.88	71.71%
Capital Improvements			
Capital Items	0.00	148,642.16	
FY 2022 Expenditures	0.00	481,213.29	
Total Capital Improvements	0.00	629,855.45	
Prior Year Expenses			
FY 2022 Expenditures	0.00	18,937.44	
Total Prior Year Expenses	0.00	18,937.44	
Federal Grant			
ESInet NG911 Maint	0.00	1,217,074.00	
Total Federal Grant	0.00	1,217,074.00	
Total Expenses	9,573,236.32	9,142,554.87	95.50%
Actual Revenue/Expenses	11,015,854.24	9,142,554.87	82.99%



El Paso County 911 District

6055 Threadgill Ave. El Paso TX 79924 | (915) 562-3911 | Fax (915) 832-6808

SWORN STATEMENT

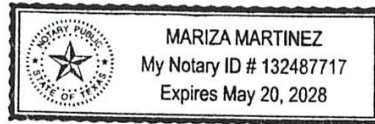
Before me, the undersigned personally appeared and stated:

I, Scott Calderwood, Executive Director of the El Paso County 911 District, swear these Audited Financial Statements of the El Paso County 911 District are a true and correct report of the funds received and expenditures of the District during the fiscal year beginning October 1, 2022 and ending on September 30, 2023.

Scott Calderwood
Executive Director
El Paso County 911 District

Sworn to and subscribed this 8th day of July 2024.

Mariza Martinez
Notary Public in and for the State of Texas
My commission expires 5/20/28





*Our commitment to live by our shared values
is our strategy for success*

El Paso County 911 District
6055 Threadgill Ave
El Paso, Texas 79924
info@elpasocounty911.org

Scott Calderwood
Executive Director
(915) 832-6812
scottc@elpasocounty911.org

ORDINANCE NO. _____
TOWN OF HORIZON CITY
2024 TAX LEVY ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS, APPROVING THE 2024 AD VALOREM TAX RATE AND LEVY OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY; PROVIDING FOR PENALTIES AND INTEREST; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; SEVERABILITY; SAVINGS CLAUSE; PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a budget to appropriate revenues generated for the use and support of the municipal government of the Town of Horizon City has been approved and adopted by the City Council of the Town of Horizon City as required by Section 102.009 of the Texas Local Government Code;

WHEREAS, the no-new revenue tax rate is the rate that will raise the same amount of property tax revenue from the same properties in both the 2023 and 2024 tax year;

WHEREAS, the tax rate proposed by the City Council of the Town of Horizon City is higher than the no-new revenue tax rate;

WHEREAS, the **voter approved rate** is the highest tax rate the City Council of the Town of Horizon City may adopt without voter approval;

WHEREAS, City Council of the Town of Horizon City proposes to adopt the **voter approved rate** for tax year 2024;

WHEREAS, a notice of the hearing on a proposed tax levy was published in the official newspaper for notice designated by the Town of Horizon City on August 29, 2024; and

WHEREAS, a public hearing on the proposed tax levy were held on September 10, 2024 as required by State law.

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

1. APPROVAL OF 2024 TAX RATE AND LEVY

That there be and is hereby levied and shall be assessed and collected for the year 2024, on all taxable property, real, personal and mixed, situated within the city limits of the Town of Horizon City, Texas (City), and not exempt by the Constitution of the State and valid state laws, voter approved ad valorem tax rate of .559362 **cents** (\$0.559362) on each One Hundred Dollars (\$100.00) assessed value of taxable property remains unchanged, and shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenses and budget of the municipal government of the City (maintenance and operations), a tax rate of .363016 cents (\$0.363016) on each One Hundred Dollars (\$100.00) assessed value of taxable property.
- (b) For the purpose of creating a sinking fund to pay the interest and principal maturities on all outstanding debt of the Town of Horizon City, not otherwise provided for, a tax rate of .196346 cents (\$0.196346) on each one hundred dollars (\$100.00) of assessed value of taxable property within the Town of Horizon City and shall be applied to the payment of interest and maturities of all such outstanding debt.

For purposes of disclosure regarding the Maintenance and Operations Tax Rate:

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

AND

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50 PERCENT (3.50%) AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$12.28.

1. ASSESSMENT AND COLLECTION OF TAXES; PENALTIES AND INTEREST

All taxes shall be collected by the person(s) authorized as the Tax Assessor /Collect or for the Town of Horizon City, in accordance with the Interlocal Governmental Agreement entered into by the Town for such purposes. All taxes shall become a lien upon the property against which assessed and the person(s) authorized as the Tax Assessor/Collector for the Town of Horizon City, Texas, shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest, and the penalty and interest collected from such delinquent taxes shall be appropriated for the general fund of the Town of

Horizon City, Texas.

2. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

3. SEVERABILITY CLAUSE

That if any section, subsection, paragraph, clause, phrase, or provision of this Ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or provision thereof, other than the part so decided to be invalid or unconstitutional.

4. SAVINGS CLAUSE

That all previous tax levy ordinances shall remain in full force and effect, save and except as amended by this Ordinance.

5. PUBLICATION CLAUSE

The City Clerk of the Town of Horizon City, Texas, is hereby directed to post the notice required by Section 26.05 of the Texas Tax Code on the Town's website.

6. EFFECTIVE DATE

The necessity for making and approving the tax levy for the year, as required by the laws of the State of Texas, requires that this Ordinance shall take effect immediately from and after its passage, as the law in such case provides.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the ____ day of September 2024, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Horizon City, Texas.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

First Reading _____
Second Reading _____

ORDINANCE NO. _____

BUDGET FOR FISCAL YEAR 2024-0225

**AN ORDINANCE OF THE TOWN OF HORIZON CITY, TEXAS
ENACTING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2024-
2025; FUNDING MUNICIPAL PURPOSES; AUTHORIZING
EXPENDITURES; AND PROVIDING FOR REPEALER AND
SEVERABILITY CLAUSES**

WHEREAS, the City Council of the Town of Horizon City ("City Council") seeks to enact and otherwise approve the Town of Horizon City ("City) budget for Fiscal Year 2024-2025 to cover proposed expenditures for the succeeding fiscal year ;

WHEREAS, the succeeding fiscal year commences October 1, 2024;

WHEREAS, the City Council finds that the proposed budget is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code Chapter 102 and is further authorized by Sections 5.04 and 5.05 of the Town of Horizon City Charter;

WHEREAS, pursuant to Texas Local Government Code Section 51.00, the City has general authority to adopt an ordinance that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City;

WHEREAS, pursuant to Texas Local Government Code Chapter 101.002, the City Council may manage and control the finances of the municipality;

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace, or order of the Town of Horizon City to adopt an ordinance establishing a budget for the upcoming fiscal year ;

WHEREAS, the City has satisfied all statutory requirements for public notices and public hearings regarding the attached budget.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, as follows:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

A. The Town of Horizon City' s budget for Fiscal Year 2024-2025, is attached hereto as *Attachment " A "* and incorporated into this Ordinance for all intents and purposes.

B. The Street Fund, effective October 1, 2013, and reauthorized on November 7, 2017, and May 2, 2021, is derived from sales tax revenue designated for making repairs and accomplishing maintenance and repair of streets existing within the Town of Horizon City as of November 2, 2010. Such funding shall be allocated and expended as provided by applicable state statutes.

C. The Economic Development Fund, effective October 1, 2013, is derived from sales tax revenue designated for use by the Horizon City Type 4B Economic Development Corporation (“EDC) in accordance with Chapter 505 of the Local Government Code. The Mayor of the City is authorized to transfer funds in the Economic Development Fund to the Horizon City Type 4B Economic Development Corporation for the use by the EDC as necessary and appropriate, or to direct the expenditure of the funds on behalf of the EDC in accordance with directives approved by the EDC Board of Directors.

D. The Mayor is hereby authorized to administratively make all necessary budget and fund transfers in conjunction with reimbursements made to the City by the Horizon City Type 4B Economic Development Corporation for the provision of City services to the EDC.

E. Department heads are hereby authorized to make administrative budget transfers not to exceed ten thousand dollars (\$10,000) each, provided that each transfer is within the same department. Budget transfers for personal services appropriations, capital acquisition appropriations, or impacting revenue accounts require the written approval of the Mayor.

F. The Mayor is authorized to make administrative budget transfers not to exceed twenty-five thousand dollars (\$25,000) each between departments and/or funds, to the extent permitted by law.

G. Budget transfers not exceeding one hundred thousand dollars (\$100,000) each may be authorized by a motion or resolution of the City Council at the same time as, and in conjunction with the approval of any expenditure to include a contract, purchase order or other authorization to procure goods or services; provided that each transfer is within the same department .

H. The Mayor or his designee is hereby authorized to administratively establish budgets for grants and similar awards when the applications or agreements relating to the grant or award have been approved by the City Council.

I. The Mayor is hereby authorized to accept, and appropriate funds associated with donations made to the City in the amount of one thousand dollars (\$1,000) or less; the City Council may by motion or resolution establish budgets for any other donations at the same time and in conjunction with accepting such donations.

J. The Mayor or designee is authorized to continue the Building Services Technology Fund by depositing into a separate fund in the city treasury the technology fee surcharge added to all building permits that are assessed and collected, which fee was authorized by the City Council Resolution on June 12, 2018 to enable the Building Services Department to collect a specified amount for the purpose of maintaining and upgrading their technology for the issues of permits and related building services, administered by or under the direction of the City Council.

3. FILING OF THE BUDGET

The City Clerk shall attach any required cover page to the adopted budget, file the budget in her office, and post a copy of the budget, including the cover page, on the website of the Town of Horizon City. The City Clerk shall post the record vote on the budget on the website until September 15, 2025, or such date as the budget for the next fiscal year has been approved by the City Council.

4. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

5. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

6. EFFECTIVE DATE

This Ordinance shall be effective upon passage as provided for by law to adopt the budget for the Town of Horizon City for the fiscal year starting October 1, 2024.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of the meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Section 52.011 and Section

102.0065 of the Texas Local Government Code.

PASSED & APPROVED this, the ____ day of September 2024, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Horizon City, Texas. (A record vote, if required, shall be recorded in the minutes of the Town of Horizon City.)

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

Attachment “A”

**Town of Horizon City
Fiscal year 2024-2025 Budget**

RESOLUTION

That the Mayor is authorized to sign the Interlocal Agreement between the **Town of Horizon City (“City”)** and **Texas Municipal League Intergovernmental Risk Pool (“TMLIRP”)** to procure **Cyber Liability & Data Breach Response Coverage 2024-2025** in form and substance substantially similar to the document attached to this Resolution.

PASSED AND APPROVED THE _____ DAY OF AUGUST 2024.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney



CYBER LIABILITY & DATA BREACH RESPONSE

2024-2025

COVERAGE DOCUMENT



Effective October 1, 2024

CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE DOCUMENT

COVERAGE PERIOD

This Cyber Liability and Data Breach Response Coverage Document shall be a part of the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Plan. This Cyber Liability and Data Breach Response Coverage Document, and the Declarations of Coverage designating the coverages, limits, and retentions of this document shall constitute and herein be referred to as the **Coverage Document**.

Liability coverage is provided on a claims made and reported basis and applies only to claims first made against a **Covered Party** during the **Coverage Period** or the Optional Extension Period (if applicable) and reported to the **Fund** in accordance with the terms of this coverage.

Amounts incurred as claims expenses will reduce and may exhaust the limit of liability and are subject to retentions. Certain coverages require prior consent or approval.

Various provisions in this **Coverage Document** restrict coverage. Read the entire **Coverage Document** carefully to determine rights, duties, and what is and is not covered.

Throughout this **Coverage Document**, the word **Member** refers to the **Member** shown in the Cyber Liability and Data Breach Response Declarations of this **Coverage Document**. The word the **Fund** refers to the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund.

Other words and phrases that appear in **bold** have special meaning. Refer to **Section II. DEFINITIONS**.

The terms and conditions of the termination provisions of the Interlocal Agreement, and any amendment to such terms and conditions, are the only terms and conditions incorporated herein and shall apply to coverage as is afforded by this **Coverage Document**, unless specifically stated otherwise in an endorsement(s) attached hereto.

SECTION I – COVERAGE AGREEMENTS

A. Breach Response

To provide **Breach Response Services** to the **Member** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that a **Covered Party** first discovers during the **Coverage Period**.

B. First Party Loss

To indemnify the **Member** for:

Business Interruption Loss

Business Interruption Loss that the **Member** sustains as a result of a **Security Breach** that a **Covered Party** first discovers during the **Coverage Period**.

Cyber Extortion Loss

Cyber Extortion Loss that the **Member** incurs as a result of an **Extortion Threat** first made against the **Member** during the **Coverage Period**.

Data Recovery Costs

Data Recovery Costs that the **Member** incurs as a direct result of a **Security Breach** that a **Covered Party** first discovers during the **Coverage Period**.

Reputational Loss

Reputational Loss that the **Member** incurs during the **Notification Period** as a result of (i) an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Member** first discovers during the **Coverage Period** and (ii) for which individuals have been notified pursuant to part 4 of the **Breach Response Services** definition.

C. Liability

Data & Network Liability

To pay **Damages** and **Claims Expenses**, which a **Covered Party** is legally obligated to pay because of any **Claim** first made against any **Covered Party** during the **Coverage Period** for:

1. a **Data Breach**;
2. a **Security Breach**;
3. the **Member's** failure to timely disclose a **Data Breach** or **Security Breach**;
4. failure by the **Covered Party** to comply with that part of a **Privacy Policy** that specifically:
 - (a) prohibits or restricts the **Member's** disclosure, sharing, or selling of **Personally Identifiable Information**;
 - (b) requires the **Member** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or
 - (c) mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

provided the **Member** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

Regulatory Defense & Penalties

To pay **Penalties** and **Claims Expenses**, which a **Covered Party** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Covered Party** during the **Coverage Period** for a **Data Breach** or a **Security Breach**.

Payment Card Liabilities & Costs

To indemnify the **Member** for **PCI Fines, Expenses and Costs** which it is legally obligated to pay because of a **Claim** first made against any **Covered Party** during the **Coverage Period**. For purposes of this **Coverage Document**, **PCI** means Payment Card Industry.

Media Liability

To pay **Damages** and **Claims Expenses**, which a **Covered Party** is legally obligated to pay because of any **Claim** first made against any **Covered Party** during the **Coverage Period** for **Media Liability**.

D. eCrime

To indemnify the **Member** for any direct financial loss sustained resulting from:

1. **Fraudulent Instruction;**
2. **Funds Transfer Fraud;** or
3. **Telephone Fraud;**

that a **Covered Party** first discovers during the **Coverage Period** or to indemnify the **Member** for **Criminal Reward Funds**.

SECTION II – DEFINITIONS

- A. Additional Covered Party** means any person or entity that the **Member** has agreed in writing to add as an **Additional Covered Party** under this coverage, provided an endorsement has been issued by the **Fund**, at the **Fund's** discretion, prior to the commission of any act for which such person or entity would be provided coverage under this coverage, but only to the extent the **Member** would have been liable and coverage would have been afforded under the terms and conditions of this **Coverage Document** had such **Claim** been made against the **Member**.
- B. Agreement** means the Interlocal Agreement executed between the **Fund** and the **Member** and the Declarations of Coverage designating those coverages, limits, and deductibles adopted by the **Member** in the Interlocal Agreement.
- C. Breach Notice Law** means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.
- D. Breach Response Services** means the following fees and costs in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:
1. for an attorney to provide necessary legal advice to the **Member** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement** and in connection with providing the **Breach Response Services** described below;
 2. for a computer security expert to determine the existence, cause, and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Member's Computer Systems**, to assist in containing it;
 3. for a **PCI** Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the **Member's PCI** compliance, as required by a **Merchant Services Agreement**;
 4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**;
 5. to provide a call center to respond to inquiries about a **Data Breach**;
 6. to provide a credit monitoring, identity monitoring, or other solution approved by the **Fund** to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**; and
 7. public relations and crisis management costs directly related to mitigating harm to the **Member** which are approved in advance by the **Fund** in its discretion.

Breach Response Services will be provided by providers chosen by the **Fund**, from its panel, in consultation with the **Covered Party**, and will be subject to the terms and conditions of this **Coverage Document** and will not include any internal salary or overhead expenses of the **Member**.

E. Business Interruption Loss means:

1. **Income Loss**;
2. **Forensic Expenses**; and
3. **Extra Expense**

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Member's** business operations caused by a **Security Breach**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

Business Interruption Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; or (v) **Data Recovery Costs**.

F. Claim means:

1. a written demand received by any **Covered Party** for money or services;
2. with respect to coverage provided under the Regulatory Defense & Penalties coverage agreement only, institution of a **Regulatory Proceeding** against any **Covered Party**; and
3. with respect to coverage provided under part 1. of the Data & Network Liability coverage agreement only, a demand received by any **Covered Party** to fulfill the **Member's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**.

Multiple **Claims** arising from the same or a series of related, repeated, or continuing acts, errors, omissions, or events will be considered a single **Claim** for the purposes of this **Coverage Document**. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

G. Claims Expenses means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defense, and appeal of a **Claim**, if incurred by the **Fund**, or by the **Covered Party** with the **Fund's** prior written consent; and
2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against a **Covered Party**; provided the **Fund** will have no obligation to appeal or to obtain bonds.

Claims Expenses will not include any salary, overhead, or other charges by the **Covered Party** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this **Coverage Document**, or costs to comply with any regulatory orders, settlements, or judgments.

H. Computer Systems means computers, any software residing on such computers and any associated devices or equipment:

1. operated by and either owned by or leased to the **Member**; or
2. with respect to coverage under the Breach Response and Liability coverage agreements, operated by a third party pursuant to written contract with the **Member** and used for the purpose of providing

hosted computer application services to the **Member** or for processing, maintaining, hosting, or storing the **Member's** electronic data.

- I. **Control Group** means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel), or risk manager of the **Member** and any individual in a substantially similar position.
- J. **Coverage Document** means the Cyber Liability and Data Breach Response Coverage Document and the Cyber Liability and Data Breach Response Declarations of Coverage designating the coverages, limits, and retentions of this coverage.
- K. **Coverage Period** means the period of time between the inception or effective date and the anniversary date listed in the Cyber Liability and Data Breach Response Declarations or the effective date of termination or cancellation of this Cyber Liability and Data Breach Response **Coverage Document** and specifically excludes any Optional Extension Period or any prior **Coverage Period** or renewal period.
- L. **Covered Party** means:
1. The **Member**;
 2. Any officer, director, elected or appointed official, and any member of a board or commission of the **Member**, but only with respect to the performance of his or her duties as such on behalf of the **Member**;
 3. An employee (including a part time, temporary and leased or seasonal employee) or **Individual Contractor** of the **Member**, but only for work done while acting within the scope of his or her employment or contract and related to the conduct of the **Member's** business;
 4. Any volunteer while acting within the scope of duties assigned by the **Member** and while under the general supervision of an officer, director, elected or appointed official, member of a board or commission of the **Member**, or an employee of the **Member**, but only for work related to the conduct of the **Member's** business;
 5. Any person who previously qualified as a **Covered Party** under parts 2-4 above, but only with respect to the performance of their duties as such on behalf of the **Member**.
 6. An **Additional Covered Party**, but only as respects **Claims** against such person or entity for acts, errors, or omissions of the **Member**.
- M. **Criminal Reward Funds** means any amount offered and paid by the **Member** with the **Fund's** prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this **Coverage Document**; but will not include any amount based upon information provided by the **Covered Party**, the **Covered Party's** auditors, or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this **Coverage Document** must expire no later than 6 months following the end of the **Coverage Period**.
- N. **Cyber Extortion Loss** means:
1. any **Extortion Payment** that has been made by or on behalf of the **Member** with the **Fund's** prior written consent to prevent or terminate an **Extortion Threat**; and
 2. reasonable and necessary expenses incurred by the **Member** with the **Fund's** prior written consent to prevent or respond to an **Extortion Threat**.
- O. **Cyber War** means any harmful act, or any series of related, repeated, or continuing harmful acts, conducted using one or more computers (which includes any software residing on such computer, and any associated devices or equipment) directed against one or more computers (which includes any software residing on such computer, and any associated devices or equipment) that is committed by, or at the direction or under the control of, a sovereign state, and which:

1. is conducted as part of a **War**; or
2. causes a major detrimental impact on:
 - (i) the functioning of another sovereign state due to disruption to the availability, delivery, or integrity of any **Essential Service** in that other sovereign state; and/or
 - (ii) the security or defense of another sovereign state,

provided however that **Cyber War** shall not mean the direct or indirect effect of such harmful act(s) which causes a major detrimental impact on a sovereign state as described in parts 2.(i). and/or 2.(ii). above, on any **Computer Systems** not physically located in a sovereign state which has suffered such major detrimental impact described in parts 2.(i). and/or 2.(ii). above.

P. Damages means a monetary judgment, award, or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by a **Covered Party**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges, or commissions charged by or owed to a **Covered Party** for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions, or penalties;
5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary, or multiple damages;
6. discounts, coupons, prizes, awards, or other incentives offered to the **Covered Party's** customers or clients;
7. liquidated damages, but only to the extent that such damages exceed the amount for which the **Covered Party** would have been liable in the absence of such liquidated damages agreement;
8. fines, costs, or other amounts a **Covered Party** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Covered Party** is not liable, or for which there is no legal recourse against the **Covered Party**.

Q. Data means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.

R. Data Breach means the theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody, or control of the **Member** or a third party for whose theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Member** is liable.

S. Data Recovery Costs means the reasonable and necessary costs incurred by the **Member** to regain access to, replace, or restore **Data**, or if **Data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **Member** to reach this determination.

Data Recovery Costs will not include: (i) the monetary value of profits, royalties, or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; (iv) **Cyber Extortion Loss**; or (v) any of the **Member's** internal salary or overhead expenses.

T. Digital Currency means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

U. Essential Service means a service that is essential for the maintenance of vital functions of a sovereign state, including but not limited to financial institutions and associated financial market infrastructure, emergency services, health services, utility services, and/or services that are essential for the maintenance of the food, energy, and/or transportation sector.

V. Extortion Payment means **Money**, **Digital Currency**, marketable goods, or services demanded to prevent or terminate an **Extortion Threat**.

W. Extortion Threat means a threat to:

1. alter, destroy, damage, delete, or corrupt **Data**;
2. perpetrate the **Unauthorized Access or Use of Computer Systems**;
3. prevent access to **Computer Systems** or **Data**;
4. steal, misuse, or publicly disclose **Data**, **Personally Identifiable Information**, or **Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Member**.

X. Extra Expense means reasonable and necessary expenses incurred by the **Member** during the **Period of Restoration** to minimize, reduce, or avoid **Income Loss**, over and above those expenses the **Member** would have incurred had no **Security Breach** occurred.

Y. Financial Institution means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Member** maintains a bank account.

Z. Forensic Expenses means reasonable and necessary expenses incurred by the **Member** to investigate the source or cause of a **Business Interruption Loss**.

AA. Fraudulent Instruction means the transfer, payment, or delivery of **Money** or **Securities** by a **Covered Party** as a result of fraudulent written, electronic, telegraphic, cable, teletype, or telephone instructions provided by a third party, that is intended to mislead a **Covered Party** through the misrepresentation of a material fact which is relied upon in good faith by such **Covered Party**.

Fraudulent Instruction will not include loss arising out of:

1. fraudulent instructions received by a **Covered Party** which are not first authenticated via a method other than the original means of request to verify the authenticity or validity of the request;
2. any actual or alleged use of credit, debit, charge, access, convenience, customer identification, or other cards;
3. any transfer involving a third party who is not a natural person **Covered Party** but had authorized access to the **Covered Party's** authentication mechanism;
4. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers, or mobile payments for merchant accounts;
5. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy, or illegitimacy of any product or service;
6. any liability to any third party, or any indirect or consequential loss of any kind;
7. any legal costs or legal expenses; or
8. proving or establishing the existence of **Fraudulent Instruction**.

BB. Fund means the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund.

CC. Funds Transfer Fraud means the loss of **Money** or **Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype, or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay, or deliver **Money** or **Securities** from any account maintained by the **Member** at such institution, without the **Member's** knowledge or consent.

Funds Transfer Fraud will not include any loss arising out of:

1. the type or kind covered by the **Member's** financial institution's bond or the financial institution's commercial crime policy;
2. any actual or alleged fraudulent, dishonest, or criminal act or omission by, or involving, any natural person **Covered Party**;
3. any indirect or consequential loss of any kind;
4. punitive, exemplary, or multiplied damages of any kind or any fines, penalties, or loss of any tax benefit;
5. any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;
6. any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;
7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
8. any forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience, or other cards or the information contained on such cards.

DD. Income Loss means an amount equal to:

1. net profit or loss before interest and tax that the **Member** would have earned or incurred; and
2. continuing normal operating expenses incurred by the **Member** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.

EE. Individual Contractor means any natural person who performs labor or service for the **Member** pursuant to a written contract or agreement with the **Member**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error, or omission by any such **Individual Contractor**.

FF. Loss means **Breach Response Services, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, PCI Fines, Expenses and Costs, Penalties, Reputational Loss**, loss covered under the eCrime coverage agreement, and any other amounts covered under this **Coverage Document**.

Multiple **Losses** arising from the same or a series of related, repeated, or continuing acts, errors, omissions, or events will be considered a single **Loss** for the purposes of this Coverage.

With respect to the Breach Response and First Party Loss coverage agreements, all acts, errors, omissions, or events (or series of related, repeated, or continuing acts, errors, omissions, or events) giving rise to a **Loss** or multiple **Losses** in connection with such coverage agreements will be deemed to have been discovered at the time the first such act, error, omission, or event is discovered.

GG. Media Liability means one or more of the following acts committed by, or on behalf of, the **Member** in the course of creating, displaying, broadcasting, disseminating, or releasing **Media Material** to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion, and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice, or likeness;
4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark, or service name;
7. improper deep-linking or framing;
8. false arrest, detention, or imprisonment;
9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry, or eviction; or
10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

HH. Media Material means any information, including words, sounds, numbers, images, or graphics, but will not include computer software or the actual goods, products, or services described, illustrated, or displayed in such **Media Material**.

II. Member means the political subdivision within the State of Texas listed in the Cyber Liability and Data Breach Response Declarations.

JJ. Merchant Services Agreement means any agreement between a **Covered Party** and a financial institution, credit/debit card company, credit/debit card processor, or independent service operator enabling a **Covered Party** to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.

KK. Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

LL. Notification Period means the 30-day period that begins on the specific date on which notified individuals first receive notification of the incident for which notification services are provided.

MM. PCI Fines, Expenses and Costs means the monetary amount owed by the **Member** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With the **Fund's** prior consent, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Member** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees, or other fees unrelated to a **Data Breach**.

NN. Penalties means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
2. amounts which the **Covered Party** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a Consumer Redress Fund);

but will not include: (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve, or remediate security or privacy practices, procedures, programs, or policies; (c) audit, assessment, compliance, or reporting costs; or (d) costs to protect the confidentiality, integrity, and/or security of **Personally Identifiable Information** or other information.

The ability to cover **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

OO. Period of Restoration means the 180-day period of time that begins upon the actual and necessary interruption of the **Member's** business operations.

PP. Personally Identifiable Information means:

1. any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
2. an individual's driver's license or state identification number, social security number, unpublished telephone number, and credit, debit, or other financial account numbers in combination with associated security codes, access codes, passwords, or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

QQ. Privacy Policy means the **Member's** public declaration of its policy for collection, use, disclosure, sharing, dissemination, and correction or supplementation of, and access to **Personally Identifiable Information**.

RR. Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity.

SS. Reputational Income Loss means the net profit resulting directly from the **Member's** business operations, before income taxes, that the **Member** is prevented from earning as a direct result of damage to the **Member's** reputation caused by an actual or reasonably suspected **Data Breach** or **Security Breach**. In determining **Reputational Income Loss**, due consideration shall be given to the prior experience of the **Member's** business operations before the beginning of the **Notification Period** and to the reasonable and probable business operations the **Member** could have performed had the actual or reasonably suspected **Data Breach** or **Security Breach** not occurred.

Reputational Income Loss does not include any internal salary, costs, or overhead expenses of the **Member**.

TT. Reputational Loss means the **Reputational Income Loss** during the **Notification Period**; provided that **Reputational Loss** shall not mean and no coverage shall be available under this coverage for any of the following: loss arising out of any liability to any third party for whatever reason; legal costs or legal expenses of any type; loss incurred as a result of unfavorable business conditions, loss of market, or any other consequential loss; or costs or expenses the **Member** incurs to identify, investigate, respond to, or remediate an actual or reasonably suspected **Data Breach** or **Security Breach**.

UU. Securities means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

VV. Security Breach means a failure of computer security to prevent:

1. **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Covered Party**;
2. a denial of service attack affecting **Computer Systems**;
3. with respect to coverage under the Liability coverage agreements, a denial of service attack affecting computer systems that are not owned, operated, or controlled by a **Covered Party**; or
4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

WW. Telephone Fraud means the act of a third party gaining access to and using the **Member's** telephone system in an unauthorized manner.

XX. Third Party Information means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report, or other item of information of a third party not covered under this Coverage which is not available to the general public.

YY. Transfer Account means an account maintained by the **Member** at a **Financial Institution** from which the **Member** can initiate the transfer, payment, or delivery of **Money** or **Securities**.

ZZ. Unauthorized Access or Use means the gaining of access to or use of **Computer Systems** by an unauthorized person(s) or the use of **Computer Systems** in an unauthorized manner.

AAA. Unauthorized Disclosure means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Member** and is without knowledge of, consent, or acquiescence of any member of the **Control Group**.

BBB. Waiting Period means the period of time that begins upon the actual interruption of the **Member's** business operations caused by a **Security Breach** and ends after the elapse of twelve (12) hours.

CCC. War means the use of physical force by a sovereign state against another sovereign state (whether war be declared or not) or as part of a civil war, rebellion, revolution, insurrection, and/or military or usurped power.

SECTION III – EXCLUSIONS

The coverage under this **Coverage Document** will not apply to any **Loss** arising out of:

A. Bodily Injury or Property Damage

1. physical injury, sickness, disease, or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease, or death; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

B. Trade Practices and Antitrust

any actual or alleged false, deceptive, or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response coverage agreement; or
2. coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

C. Gathering or Distribution of Information

1. the unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Member**; but this exclusion will not apply to **Claims Expenses** incurred in defending a **Covered Party** against allegations of unlawful collection of **Personally Identifiable Information**; or
2. the distribution of unsolicited email, text messages, direct mail, facsimiles, or other communications, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording, or telemarketing is done by or on behalf of the **Member**; but this exclusion will not apply to **Claims Expenses** incurred in defending a **Covered Party** against allegations of unlawful audio or video recording;

D. Prior Known Acts & Prior Noticed Claims

1. any act, error, omission, incident, or event committed or occurring prior to the inception date of this **Coverage Document** if any member of the **Control Group** on or before the inception date of this **Coverage Document** knew or could have reasonably foreseen that such act, error or omission, incident, or event might be expected to be the basis of a **Claim** or **Loss**;
2. any **Claim**, **Loss**, incident, or circumstance for which notice has been provided under any prior policy or coverage of which this **Coverage Document** is a renewal or replacement;

E. Racketeering, Benefit Plans, Employment Liability & Discrimination

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. any actual or alleged acts, errors, or omissions related to any of the **Member's** pension, healthcare, Welfare, profit sharing, mutual or investment plans, funds, or trusts;

3. any employer-employee relations, policies, practices, acts, or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response coverage agreement or parts 1., 2., or 3. of the Data & Network Liability coverage agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

F. Sale or Ownership of Securities & Violation of Securities Laws

1. the ownership, sale, or purchase of, or the offer to sell or purchase stock or other securities; or
2. an actual or alleged violation of a securities law or regulation;

G. Criminal, Intentional or Fraudulent Acts

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by a **Covered Party**, or by others if the **Covered Party** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. with respect to a natural person **Covered Party**, if such **Covered Party** did not personally commit, participate in, or know about any act, error, omission, incident, or event giving rise to such **Claim** or **Loss**.

For purposes of this exclusion, only acts, errors, omissions, or knowledge of a member of the **Control Group** will be imputed to the **Member**;

H. Patent, Software Copyright, Misappropriation of Information

1. infringement, misuse, or abuse of patent or patent rights;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorized Access or Use** of software code by a person who is not a past, present, or future employee, director, officer, partner, or independent contractor of the **Member**; or
3. use or misappropriation of any ideas, trade secrets, or **Third Party Information** (i) by, or on behalf of, the **Member**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent, or acquiescence of a member of the **Control Group**;

I. Governmental Actions

a **Claim** brought by or on behalf of any state, federal, local, or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties coverage agreement;

J. Other Covered Parties & Related Enterprises

a **Claim** made by or on behalf of:

1. any **Covered Party**; but this exclusion will not apply to a **Claim** made by an **Additional Covered Party** or an individual that is not a member of the **Control Group** under the Data & Network Liability coverage agreement; or

2. any business enterprise in which any **Covered Party** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Member**;

K. Trading Losses, Loss of Money & Discounts

1. any trading losses, trading liabilities, or change in value of accounts;
2. any loss, transfer, or theft of monies, securities, or tangible property of the **Covered Party** or others in the care, custody, or control of the **Member**;
3. the monetary value of any transactions or electronic fund transfers by or on behalf of a **Covered Party** which is lost, diminished, or damaged during transfer from, into, or between accounts; or
4. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

but this exclusion will not apply to coverage under the eCrime coverage agreement;

L. Media-Related Exposures

with respect to the Media Liability coverage agreement:

1. any contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;
2. the actual or alleged obligation to make licensing fee or royalty payments;
3. any costs or expenses incurred or to be incurred by a **Covered Party** or others for the reprinting, reposting, recall, removal, or disposal of any **Media Material** or any other information, content, or media, including any media or products containing such **Media Material**, information, content, or media;
4. any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
5. the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products, or services, cost guarantees, cost representations, contract price estimates, or the failure of any goods or services to conform with any represented quality or performance;
6. any actual or alleged gambling, contest, lottery, promotional game, or other game of chance; or
7. any **Claim** made by or on behalf of any independent contractor, joint venturer, or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer, or venture partner;

M. First Party Loss

with respect to the First Party Loss coverage agreements:

1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority;
2. costs or expenses incurred by the **Covered Party** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect, or enhance data or **Computer Systems** to a level beyond that which existed prior to a **Security Breach** or **Extortion Threat**;
3. failure or malfunction of satellites or of power, utility, mechanical, or telecommunications (including internet) infrastructure or services that are not under the **Member's** direct operational control; or

4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God, or other physical event;

N. War and Cyber War

The coverage under this **Coverage Document** will not apply to any **Loss** arising:

1. directly or indirectly out of **War**; or
2. from a **Cyber War**.

This exclusion applies notwithstanding anything to the contrary in this **Coverage Agreement** or any appendix or endorsement added to this.

O. Asbestos, Pollution, and Contamination

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged, or threatened formation, growth, presence, release, or dispersal of any fungi, molds, spores, or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged, or threatened formation, growth, presence, release, or dispersal of fungi, molds, spores, or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating, or removing such fungi, molds, spores, or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate, or decree that any party take action in response to the actual, potential, alleged, or threatened formation, growth, presence, release, or dispersal of fungi, molds, spores, or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating, or removing such fungi, molds, spores, or mycotoxins;

The **Fund** will have no duty or obligation to defend any **Covered Party** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate, or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged, or threatened formation, growth, presence, release, or dispersal of any fungi, molds, spores, or mycotoxins of any kind;

3. the existence, emission, or discharge of any electromagnetic field, electromagnetic radiation, or electromagnetism that actually or allegedly affects the health, safety, or condition of any person or the environment, or that affects the value, marketability, condition, or use of any property; or
4. the actual, alleged, or threatened discharge, dispersal, release, or escape of Pollutants; or any governmental, judicial, or regulatory directive or request that the **Covered Party** or anyone acting under the direction or control of the **Covered Party** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize Pollutants. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes, or waste. Waste includes but is not limited to materials to be recycled, reconditioned, or reclaimed.

P. Radioactive Contamination

ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

Q. Sanction Limitation

payment of a **Claim** or provision of a benefit that would expose the **Fund** to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws, or regulations of the European Union, United Kingdom, or United States of America.

SECTION IV – LIMIT OF LIABILITY AND COVERAGE

The Data & Network and Media Aggregate Limit of Liability (Tower 1) listed in the Cyber Liability and Data Breach Response Declarations is the **Fund's** combined total limit of liability for all **Loss** payable under the Data & Network Liability Coverage Agreement and the Media Liability Coverage Agreement of this **Coverage Document**. Coverage under Tower 1 is a separate aggregate from coverage under Tower 2 and Tower 3.

The Aggregate Limit of Liability and Coverage (Tower 2) listed in the Cyber Liability and Data Breach Response Declarations is the **Fund's** combined total limit of liability and coverage for all **Loss** payable under the First Party Loss coverages, the Regulatory Defense and Penalties Coverage Agreement, the Payment Card Liabilities & Costs Coverage Agreement, and the eCrime coverages of this **Coverage Document**. Coverage under Tower 2 is a separate aggregate from coverage under Tower 1 and Tower 3.

The Breach Response Limit of Coverage (Tower 3) listed in the Cyber Liability and Data Breach Response Declaration is the **Fund's** combined total limit of coverage for legal, forensic, public relations and crisis management, notification, call center, and credit or identity monitoring services payable for all **Loss** payable under Tower 3 of this **Coverage Document**. Coverage under Tower 3 is a separate aggregate from coverage under Tower 1 and Tower 2.

The limit of liability or coverage payable under each Coverage Agreement will be an amount equal to the applicable aggregate sublimit or limit listed in the Cyber Liability and Data Breach Response Declarations. Such amount is the aggregate amount payable under this **Coverage Document** pursuant to such Coverage Agreement and is part of, and not separate from, the applicable Aggregate Limit.

The **Fund** will not be obligated to pay any **Damages, Penalties, PCI Fines, Expenses and Costs, or Claims Expenses**, or to defend any **Claim**, after the respective Tower 1 Limit of Liability and/or Tower 2 Limit of Liability, have been exhausted, or after deposit of the Tower 1 Limit of Liability or Tower 2 Limit of Liability, whichever is applicable, in a court of competent jurisdiction.

SECTION V – RETENTIONS

The retention listed in the Cyber Liability and Data Breach Response Declarations applies separately to each incident, event, or related incidents or events giving rise to a **Claim** or **Loss**. The retention will be satisfied by monetary payments by the **Member** of covered **Loss** under each coverage agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one retention, the retention for each applicable coverage agreement will apply to such **Loss**, provided that the sum of such retention amounts will not exceed the largest applicable retention amount.

Coverage for **Business Interruption Loss** will apply after the **Waiting Period** has elapsed and the **Fund** will then indemnify the **Member** for all **Business Interruption Loss** sustained during the **Period of Restoration** in excess of the retention.

Satisfaction of the applicable retention is a condition precedent to the payment of any **Loss** under this **Coverage Document**, and the **Fund** will be liable only for the amounts in excess of such retention.

SECTION VI – OPTIONAL EXTENSION PERIOD

Upon non-renewal or cancellation of this **Coverage Document** for any reason except the non-payment of contribution, the **Member** will have the right to purchase, for an amount equal to 100% of the expiring annual contribution, an Optional Extension Period of twelve (12) months. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Covered Party** during the Optional Extension Period and reported to the **Fund** during the Optional Extension Period, and arising out of any act, error, or omission committed before the end of the **Coverage Period**. In order for the **Member** to invoke the Optional Extension Period option, the payment of the additional contribution for the Optional Extension Period must be paid to the **Fund** within 60 days of the termination of this **Coverage Document**.

The purchase of the Optional Extension Period will in no way increase the **Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire contribution will be deemed earned,

and in the event the **Member** terminates the Optional Extension Period for any reason prior to its natural expiration, the **Fund** will not be liable to return any contribution paid for the Optional Extension Period.

SECTION VII – GENERAL CONDITIONS

A. Notice of Claim or Loss

The **Covered Party** must notify the **Fund** of any **Claim** as soon as practicable, but in no event later than: (i) 60 days after the end of the **Coverage Period**; or (ii) the end of the Optional Extension Period (if applicable).

With respect to **Breach Response Services**, the **Covered Party** must notify the **Fund** of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Covered Party**, but in no event later than 60 days after the end of the **Coverage Period**. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

With respect to **Cyber Extortion Loss**, the **Member** must notify the **Fund** as soon as practicable after discovery of an **Extortion Threat** but no later than 60 days after the end of the **Coverage Period**. The **Member** must obtain the **Fund's** consent prior to incurring **Cyber Extortion Loss**.

With respect to **Data Recovery Costs**, **Business Interruption Loss**, and **Reputational Loss**, the **Member** must notify the **Fund** as soon as practicable after discovery of the circumstance, incident, or event giving rise to such loss. The **Member** will provide the **Fund** proof of **Data Recovery Costs**, **Business Interruption Loss**, and **Reputational Loss**. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the **Fund** no later than 6 months after the end of the **Coverage Period**.

The **Member** must notify the **Fund** of any loss covered under the eCrime coverage agreement as soon as practicable, but in no event later than 60 days after the end of the **Coverage Period**.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss, or eCrime coverage agreements and that is reported to the **Fund** in conformance with the foregoing will be considered to have been made during the **Coverage Period**.

B. Notice of Circumstance

With respect to any circumstance that could reasonably be the basis for a **Claim** (other than a **Data Breach** or **Security Breach** noticed under the Breach Response coverage agreement) a **Covered Party** may give written notice of such circumstance to the **Fund** as soon as practicable during the **Coverage Period**. Such notice must include:

1. the specific details of the act, error, omission, or event that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Covered Party** first became aware of the act, error, omission, or event.

Any subsequent **Claim** made against a **Covered Party** arising out of any circumstance reported to the **Fund** in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to the **Fund** during the **Coverage Period**.

C. Defense of Claims

Except with respect to coverage under the Payment Card Liabilities & Costs coverage agreement, the **Fund** has the right and duty to defend any covered **Claim** or **Regulatory Proceeding**. Defense counsel will be mutually agreed upon by the **Member** and the **Fund** but, in the absence of such agreement, the **Fund's** decision will be final.

With respect to the Payment Card Liabilities & Costs coverage agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed upon by the **Member** and the **Fund** and will be selected from one of the firms on the **Fund's** panel.

D. Settlement of Claims

If a **Covered Party** refuses to consent to any settlement recommended by the **Fund** and acceptable to the claimant, the **Fund's** liability for such **Claim** will not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus
2. sixty percent (60%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Covered Party** plus sixty percent (60%) of any **Damages, Penalties, and PCI Fines, Expenses and Costs** above the amount for which the **Claim** could have been settled;

and the **Fund** will have the right to withdraw from the further defense of such **Claim**.

A **Covered Party** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses and Costs** and **Claims Expenses** do not exceed the retention, provided that the entire **Claim** is resolved and the **Covered Party** obtains a full release on behalf of all **Covered Parties** and the **Fund** from all claimants.

E. Assistance and Cooperation

The **Fund** will have the right to make any investigation it deems necessary, and the **Covered Party** will cooperate with the **Fund** in all investigations, including investigations regarding coverage under this **Coverage Document** and the information and materials provided to the **Fund** in connection with the underwriting and issuance of this **Coverage Document**. The **Covered Party** will execute or cause to be executed all papers and render all assistance as is requested by the **Fund**. The **Covered Party** agrees not to take any action which in any way increases the **Fund's** exposure under this **Coverage Document**. Expenses incurred by a **Covered Party** in assisting and cooperating with the **Fund** do not constitute **Claims Expenses** under the **Coverage Document**.

A **Covered Party** will not admit liability, make any payment, assume any obligations, incur any expense, enter any settlement, stipulate to any judgment or award, or dispose of any **Claim** without the **Fund's** written consent, except as specifically provided in the Settlement of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.

F. Subrogation

If any payment is made under this **Coverage Document** and there is available to the **Fund** any of the **Covered Party's** rights of recovery against any other party, then the **Fund** will maintain all such rights of recovery. A **Covered Party** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. If the **Covered Party** has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the **Fund** waives its rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **Loss** paid by the **Fund**, and lastly to the retention. Any additional amounts recovered will be paid to the **Member**.

G. Other Insurance

The coverage under this **Coverage Document** will apply as primary over any other valid and collectible insurance available to any **Covered Party** with respect to the Breach Response and First Party Loss coverages in this **Coverage Document**, including any self-insured retention or deductible portion thereof unless such other insurance is written only as primary insurance over the Limit(s) of Liability and coverage of this **Coverage Document**. With respect to the Liability and eCrime coverages in this **Coverage Document**, the coverage under this **Coverage Document** will be excess over, and will not contribute with, any other valid and collectible insurance available to any **Covered Party**, regardless of whether such other insurance is stated to be primary,

excess, or otherwise, unless such other insurance states by specific reference that it is excess over these coverages.

H. Action Against the Fund

No action will lie against the **Fund** or its representatives unless and until, as a condition precedent thereto, the **Covered Party** has fully complied with all provisions, terms, and conditions of this **Coverage Document** and the amount of the **Covered Party's** obligation to pay has been finally determined either by judgment or award against the **Covered Party** after trial, regulatory proceeding, arbitration, or by written agreement of the **Covered Party**, the claimant, and the **Fund**.

No person or organization will have the right under this **Coverage Document** to join the **Fund** as a party to an action or other proceeding against the **Covered Party** to determine the **Covered Party's** liability, nor will the **Fund** be impleaded by the **Covered Party** or the **Covered Party's** legal representative.

The **Covered Party's** bankruptcy or insolvency the **Covered Party's** estate will not relieve the **Fund** of its obligations hereunder.

I. Entire Agreement

By acceptance of the **Coverage Document**, all **Covered Parties** agree that this **Coverage Document** embodies all agreements between the **Fund** and the **Covered Party** relating to this **Coverage Document**. Notice to any agent, or knowledge possessed by any agent or by any other person, will not affect a waiver or a change in any part of this **Coverage Document** or stop the **Fund** from asserting any right under the terms of this **Coverage Document**; nor will the terms of this **Coverage Document** be waived or changed, except by endorsement issued to form a part of this **Coverage Document** signed by the **Fund**.

J. Assignment

The interest hereunder of any **Covered Party** is not assignable. If the **Covered Party** dies or is adjudged incompetent, such coverage will cover the **Covered Party's** legal representative as if such representative were the **Covered Party**, in accordance with the terms and conditions of this **Coverage Document**.

K. Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

L. Headings

The titles of paragraphs, clauses, provisions, or endorsements of or to this **Coverage Document** are intended solely for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the **Coverage Document**.

M. Representation by the Member

All **Covered Parties** agree that the statements contained in the information and materials provided to the **Fund** in connection with the underwriting and issuance of this **Coverage Document** are true, accurate, and are not misleading, and that the **Fund** issued this **Coverage Document**, and assume the risks hereunder, in reliance upon the truth thereof.

N. Member Contact as Agent

The **Member's Contact**, as designated in the **Agreement**, will be considered the agent of all **Covered Parties** and will act on behalf of all **Covered Parties** with respect to the giving of or receipt of all notices pertaining to this **Coverage Document**, and the acceptance of any endorsements to this **Coverage Document**. The **Member** is responsible for the payment of all contributions and retentions and for receiving any return contributions.

O. Territory

This Insurance applies to **Claims** made, acts committed, or **Loss** occurring anywhere in the world.

P. Antistacking

In the event any incident, event, or related incidents or events, giving rise to a **Claim, Loss**, or an obligation to provide **Breach Response Services** triggers coverage under this **Coverage Document** and any other endorsement issued by the **Fund**, the **Fund's** liability under this **Coverage Document** and such other endorsements combined shall not exceed the amount of the largest **Aggregate Limit of Liability** or applicable sublimits of liability.



Texas Municipal League
Intergovernmental Risk Pool
1821 Rutherford Lane, First Floor • Austin, Texas 78754
P.O. Box 149194 • Austin, Texas 78714-9194
(512) 491-2300 • (800) 537-6655
www.tmlirp.org



WORKERS' COMPENSATION • PROPERTY • LIABILITY

CRITICAL ALERT:
Cyber Liability and Data Breach Response Coverage

DATE: June 7, 2024
TO: All Members with Core + (Band 2) Cyber Coverage
RE: 2024-2025 *Cyber Liability and Data Breach Response Coverage* Updates

Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering ***Cyber Liability and Data Breach Response Coverage (“Cyber Coverage”)***, cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That’s why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool’s Coverage structure, effective on October 1, 2024. ***Members must elect to continue coverage or “opt-in” by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.***

MEMBERS THAT DON’T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.

Included in this packet are:

1. A two-page flyer **explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program.**
2. A **Limits Page** for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
3. A **new, separate Interlocal Agreement (contract)** to join the Pool’s new Cyber Fund.

Please review the above information.

If your entity wishes to continue Cyber Coverage, simply review, complete and sign, and return the completed Cyber Fund Interlocal Agreement as soon as possible but no later than September 30, 2024. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing.**) You can either scan and return the completed and signed agreement by email to underwriting@tmlirp.org or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

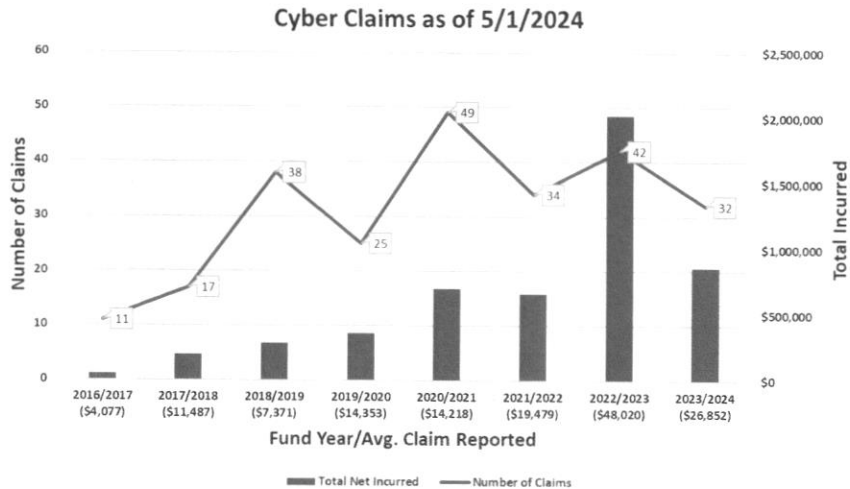
TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

P.O. Box 149194 • Austin, Texas 78714-9194 • www.tmlirp.org

CRITICAL ALERT: The Pool's NEW Cybersecurity Fund

Introduction

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage* ("Cyber Coverage"), effective October 1, 2024, **for those Members who opt-in and sign the Cyber Liability Interlocal Agreement**. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). **Most cyberattacks are preventable, and local officials should implement basic policies, train on them, and follow them.** (See the final section below on loss prevention to learn more.)

The New Cyber Fund – Ensuring the Viability of the Pool's Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars*. Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a **separate Cyber Fund** – each Member that wants to continue coverage **must sign a new, separate interlocal agreement (contract) to join the Fund**.
- The Pool's **total annual payout** for cyber claims will be **capped at \$25 million** – should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to **\$500,000 or \$1,000,000**, depending on whether Core or Core+ option is selected.
- **Cyber coverage contributions (premiums) will increase** based on a Member's elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.

The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- **Breach response**, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help you lessen the damage from an attack.
- **Network business interruption**, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- **Cyber extortion**, which can help with ransom payments to recover data.
- **Data recovery costs**, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to – for example – when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing.**) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at www.tmlirp.org.

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns (rburns@tmlirp.org) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the "Local Officials: *Stronger, Together* Podcast."

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to www.tmlirp.org, click on the "STP Podcast" link at the top of the page, and scroll down to Episode 9c.)

LIMIT PAGE

Your entity currently has **Core + Cyber Coverage** with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at <https://members.tmlirp.org/downloads> (this link will ask you to log into the Member Portal for access).

A limit of \$25,000,000 is shared by all Members for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.

	Core	Core+
Tower 1 - Limit of Liability*	\$500,000	\$1,000,000
Data & Network and Media Liability Aggregate Limit of Liability	\$500,000	\$1,000,000
Retention	\$0	\$0
Tower 2 - Limit of Liability	\$100,000	\$250,000
<u>First Party Loss</u>		
Business Interruption Aggregate Sublimit	\$20,000	\$50,000
Cyber Extortion Loss Aggregate Sublimit	\$25,000	\$50,000
Data Recovery Costs Aggregate Sublimit	\$20,000	\$50,000
Reputational Loss Aggregate Sublimit	\$5,000	\$10,000
Retention (other than Business Interruption)	\$0	\$5,000
Income Loss Retention under Business Interruption	\$5,000	\$5,000
<u>Third Party Loss</u>		
Regulatory Defense and Penalties Aggregate Sublimit	\$25,000	\$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$25,000
Retention	\$0	\$5,000
<u>eCrime</u>		
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$50,000
Funds Transfer Aggregate Sublimit	\$25,000	\$50,000
Telephone Fraud Aggregate Sublimit	\$25,000	\$50,000
Criminal Reward	\$2,500	\$2,500
Retention (other than Criminal Reward)	\$2,500	\$5,000
Retention Criminal Reward	\$0	\$0
Tower 3 - Limit of Liability	\$100,000	\$150,000
Breach Response Aggregate Limit of Liability Beazley Response Services	\$100,000	\$150,000
Retention	\$0	\$0
New 2024-25 Annual Contribution	\$1,500	\$1,875
<i>Previous 2023-24 Contribution</i>	<i>\$350</i>	<i>\$483</i>

**The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core+ limits. All other limits remained unchanged.*

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
 - a. Board. Refers to the Board of Trustees of the Fund.
 - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
 - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
 - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
 - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
 - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
 - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
 - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
 - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
 - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.
17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name _____

Name of Contact _____ Title _____

Mailing Address _____ Email Address _____

Street Address (if different from above) _____

City _____ Zip _____ Phone _____

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

_____ Title

_____ Date

Member's Federal Tax I.D. Number _____ - _____

This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL

_____ Title

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_____ Date

Town of Horizon City Capital Improvement Program

August 13, 2024
Council Meeting

Oxbow & Pawling Street Improvements

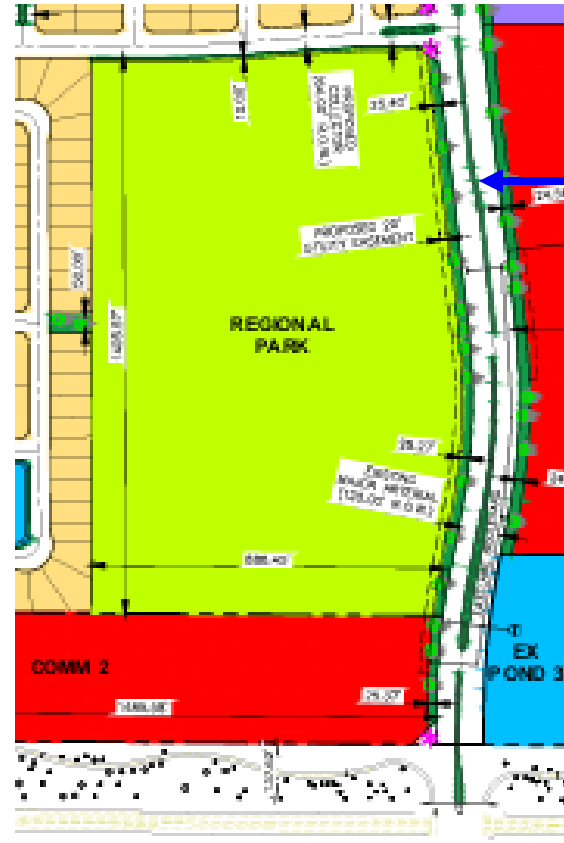
- Start Date: June 12, 2023
- Contract Time: 330 Days
- Contractor continues working on minor closeout items
- Quantity and Time adjustment change order on August 13, 2024, Council Agenda

Municipal Facilities Phase 1

- Notice to Proceed – August 12, 2024
- Groundbreaking – August 22, 2024

New Regional Park

- Coordinating for appraisal of property



Eastlake Blvd.

Horizon Blvd.

From Preliminary Conceptual Plans, subject to change provided by Hunt Communities. June 2024

Street Maintenance Fund

2023-2024 Street Maintenance Program

- Pre-construction Meeting – July 22, 2024
- Notice to Proceed – August 12, 2024
- Total 6-month contract – schedule pending to allow for favorable paving weather

Federally- & State-Funded Project Updates

N. Darrington Reconstruction - Funding

- Staff working on necessary steps to apply for SIB loan.
- County – staff and financial advisor have reviewed the updated financial analysis
- Reviewing 3-party agreement for amendment
- Once amendment is approved, will work on ordinance amendments

N. Darrington Reconstruction

- Town staff and TXDOT working on Utility Coordination
 - Texas Gas Service reimbursement for relocations amount is under review
 - Encroachment agreement on Texas Gas Service easement – finalized and pending recording during week of August 12, 2024.

N. Darrington Reconstruction – ROW Acquisition

- ROW for pond acquired
- Easements at Darrington and Pawling -
secured

Safety Projects

- **S. Darrington Safety Lighting** from Alberton to LTV Rd. – **FY 2023 - project awarded March 2023**
- **Project underway; completion scheduled for summer 2024**
- **Pending pole labeling light testing period – scheduled for mid-August 2024.**

Rodman Shared Use Path (SUP)

- Project under design – 60% submittal due August 2024
- TXDOT review – September 2024
- Programmed for bidding and award in Spring 2025



ARPA Projects

ARPA Projects

- **Transit Plaza Siting Project** - site recommendation on today's Council agenda

ARPA Projects

- City Hall Build Out – coordinating scope of work with design consultant for fee proposal
- Drainage & Street Improvement Projects – will advertise for requirements contracts so task orders can be issued

TIRZ/TOD Update

Dilley, Delake and Transit Plaza

- Funding will be made available through HUD and Economic Development – pending final agreement

Town of Horizon City Capital Improvement Program

August 13, 2024
Council Meeting

Town of Horizon City ARPA Update

August 13, 2024
Council Meeting

American Rescue Plan Projects

Updated: August 9, 2024

Program	Project Description	Allocation	Adjusted Allocation	Variance	Approved Changes - June 2024	Costs to Date	Encumbrances	Costs & Contracts to Date	Balance
Administration	City Attorney - Legal Services	\$ 46,000	\$ 46,000	\$ -	\$ 54,000	\$ 73,947		\$ 73,947	\$ (27,947)
Administration	Personal Protective Equipment	\$ 336,000	\$ 336,000	\$ -	\$ (330,471)	\$ 5,529		\$ 5,529	\$ 330,471
Administration	Other Services & Equipment - HR services, additional sanitation	\$ 288,000	\$ 155,000	\$ (133,000)	\$ (155,000)			\$ -	\$ 155,000
Administration	Rental of Portable offices	\$ 42,000	\$ 42,000	\$ -	\$ 30,000	\$ 35,218		\$ 35,218	\$ 6,782
Administration	Collaborative Projects - Food distribution, testing sites, broadband initiatives	\$ 138,000	\$ 138,000	\$ -	\$ (138,000)			\$ -	\$ 138,000
Administration	Facilities - rental of additional offices	\$ 117,000	\$ -	\$ (117,000)				\$ -	\$ -
Administration	General Operations	\$ 967,000	\$ 717,000	\$ (250,000)	\$ (539,471)	\$ 114,694		\$ 114,694	\$ 602,306
CIP/Planning	Virtual Meeting Capabilities	\$ 100,000	\$ 100,000	\$ -		\$ 89,144	\$ 2,100	\$ 91,244	\$ 8,756
CIP/Planning	City Hall Build Out	\$ 500,000	\$ 750,000	\$ 250,000		\$ 73	\$ 2,027	\$ 2,100	\$ 747,900
CIP/Planning	Demolition of Former FAA Facility	\$ 250,000	\$ -	\$ (250,000)			\$ 4,200	\$ 4,200	\$ (4,200)
CIP/Planning	N. Darrington Reconstruction - ROW Acquisition	\$ 950,000	\$ 890,000	\$ (60,000)		\$ 767,079	\$ 633,522	\$ 1,400,601	\$ (510,601)
CIP/Planning	N. Darrington Reconstruction - Utility Relocation	\$ -	\$ 60,000	\$ 60,000				\$ -	\$ 60,000
CIP/Planning	Drainage Improvements	\$ 950,000	\$ 1,200,000	\$ 250,000		\$ -	\$ 6,300	\$ 6,300	\$ 1,193,700
CIP/Planning	Horizon City Property Portfolio	\$ 900,000	\$ 810,000	\$ (90,000)				\$ -	\$ 810,000
CIP/Planning	City-initiated rezoning in TOD	\$ -		\$ -				\$ -	\$ -
CIP/Planning	Transit Plaza Siting	\$ -	\$ 90,000	\$ 90,000				\$ -	\$ 90,000
CIP/Planning	Air Quality Analysis for Transit Plaza and Horizon-Socorro Circulator Route	\$ -	\$ -	\$ -				\$ -	\$ 95 -
CIP/Planning	Transit Plaza property acquisition (if necessary)	\$ -	\$ -	\$ -				\$ -	\$ -
CIP/Planning	City Hall Property Acquisition (if necessary)	\$ -	\$ -	\$ -				\$ -	\$ -
CIP/Planning	Dilley Construction (if necessary)	\$ -	\$ -	\$ -				\$ -	\$ -
CIP/Planning	ADA Transition Plan								
CIP/Planning	Street Maintenance Design - 2025								
CIP/Planning	Municipal Facilities Phase 1 - FFE				\$ 539,471				
CIP/Planning	Kenazo Extension								
CIP/Planning	CIP/Planning Totals	\$ 3,650,000	\$ 3,900,000	\$ 250,000	\$ 539,471	\$ 856,295	\$ 648,149	\$ 1,504,445	\$ 2,395,555
				\$ -				\$ -	\$ -
HEDC	Small Business Grant and Incentive Fund	\$ 250,000	\$ 250,000	\$ -		\$ 249,265		\$ 249,265	\$ 735

Program Total	\$ 4,867,000	\$ 4,867,000	\$ -		\$ 1,220,254	\$ 648,149	\$ 1,868,404	\$ 2,998,596
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Percent of program obligated	13.3%
Percent of program expended	25.1%
Percent of program expended or obligated	38.4%

Blue Font - Projects presented in November 2023 to Council

Green Font - Council approved projects - June 2024

Virtual Meeting Capabilities

- Equipment has been ordered
- Project complete

ADA Transition Plan

- Study to assess City's ADA-compliant facilities and programs.
- Scope of work is developed
- Schedule:
 - Advertise in late Summer 2024 for statements of qualifications
 - Contract fall 2024



Image from City of Santa Clara

City Hall Build Out

Reviewing contracting options

- Architectural services were not available through buy boards or other options
- City procurement
- Contract in fall 2024

N. Darrington Reconstruction – ROW Acquisition

- Pond acquisition complete
- Temporary and permanent easements for signal at Darrington and Pawling complete
- Reviewing costs from utility for relocation ⁹⁹

Street & Drainage Improvements

- Developing scope of work for Street and Drainage Improvements and Surveying services requirements design contract.
- Will procure through City processes using federal requirements throughout process.
- Contract by late fall 2024
- Issue work directives for various street and drainage projects

Horizon City Property Portfolio – TOD Town Center

- Property acquisition to support TOD and TIRZ development

City-initiated rezoning in TOD

- City staff is reviewing proposal from CRRMA for rezoning.

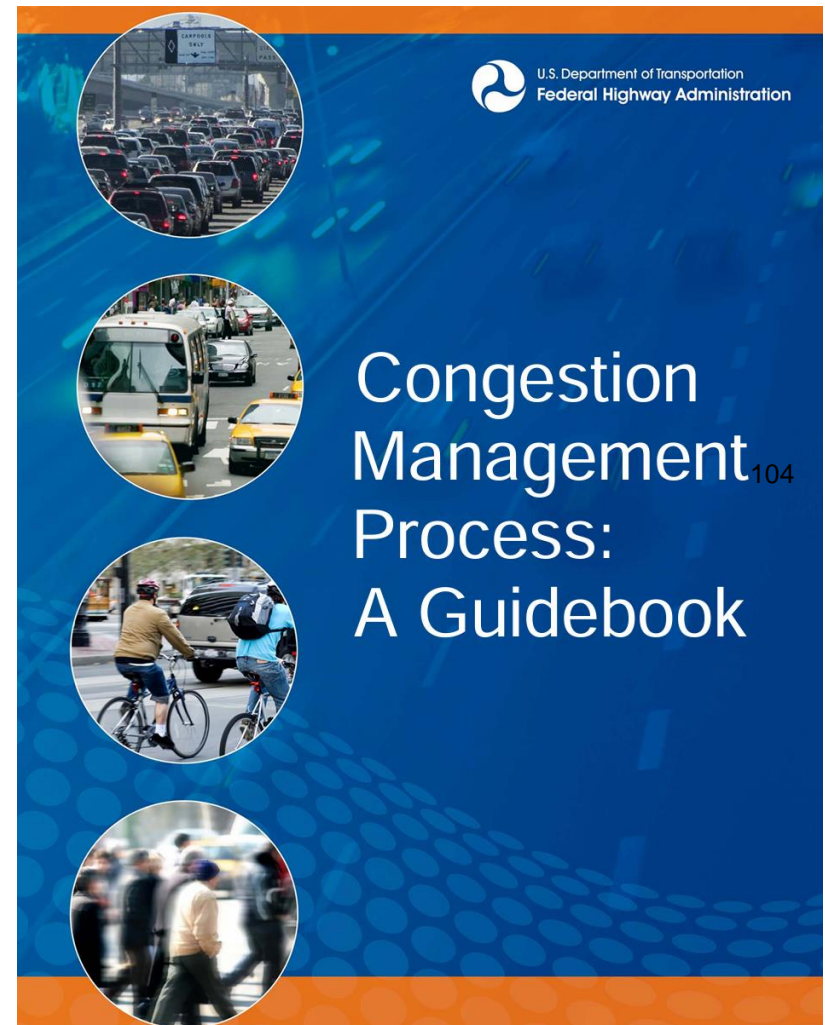


Transit Plaza Siting

- Siting study complete
- Final site selection – August 2024

Air Quality Analysis for Projects

- Transit Plaza
- Horizon-Socorro Circulator Route
- Analyses required to secure Congestion Mitigation and Air Quality (CMAQ) funds
- Coordinating with City of El Paso



ADA Transition Plan

- Study to assess City's ADA-compliant facilities and programs.
- Scope of work is developed
- Schedule:
 - Advertise in late summer 2024 for statements of qualifications
 - Contract fall 2024



Image from City of Santa Clara

Street Maintenance – Design 2025

- Develop priorities and specifications for next set of streets for annual rehabilitation program.
- Schedule
 - Develop SOW for street and drainage improvements – Summer 2024
 - Advertise for RFQs – late summer/early fall 2024
 - Award contract – late fall 2024
 - Issue task order – late fall 2024

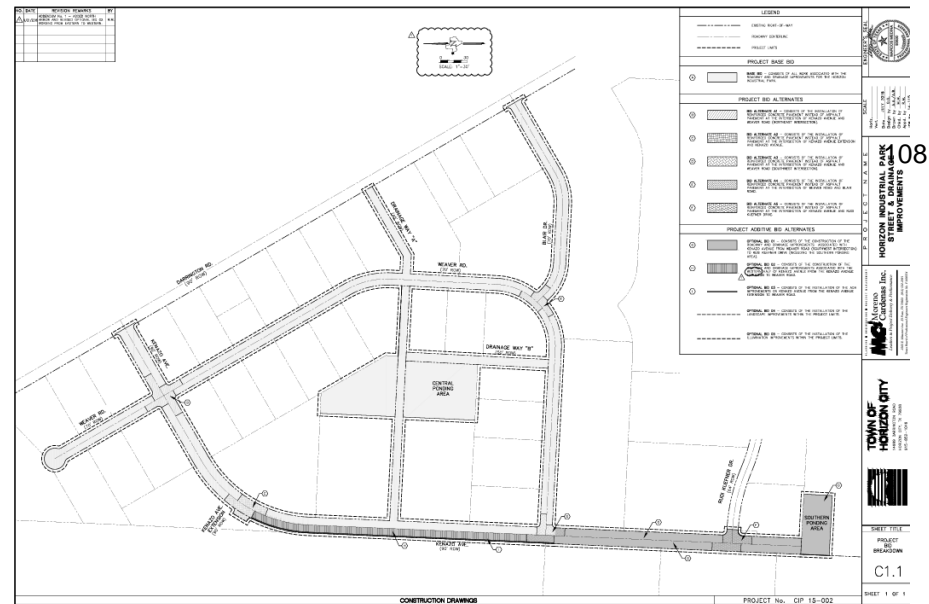
Municipal Facilities FF&E

- Procure Furniture, Fixtures and Equipment (FFE) for Municipal Facility Phase 1.
- Schedule
 - Review proposed FF&E – summer 2024
 - Review procurement options – late summer 2024/early fall 2024.
 - Award FF&E contract/issue purchase order - fall 2024.



Kenazo Extension – from Weaver to south ponding area

- Extend Kenazo in the Industrial Park for greater connectivity.
- Schedule pending

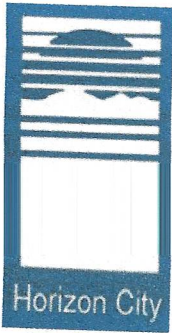


Ongoing monitoring

- Will conduct quarterly evaluations to determine project progress and make alternate recommendations if appropriate.

Town of Horizon City ARPA Update

August 13, 2024
Council Meeting



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 9, 2024
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: Selection of Transit Plaza Site

*Teresa Quezada
8/9/2024*

In January 2024, City Council authorized an interlocal agreement with the Camino Real Regional Mobility Authority (CRRMA) where the CRRMA provided planning services to identify and develop a location for the proposed transit plaza within the Transit Oriented Development area. The planning effort included site analysis that considered past planning efforts to include the Town's Comprehensive Plan, *Shaping Our Horizon 2030*, and the adopted Architectural Design Guidelines adopted in the fall of 2022.

Able City, the CRRMA's consultant for this effort, will present an overview of the site alternatives considered, and the preferred site for Council's consideration.

This is the first step in the design efforts for Dilley, Delake and the transit plaza. Identifying the location will allow Horizon City to proceed with design of the street infrastructure and transit plaza.

Staff recommends approval of the recommended site.

TOWN OF HORIZON CITY TRANSIT PLAZA LOCATION STUDY

PRESENTATION TO THE TOWN OF HORIZON CITY-CITY COUNCIL
August 13, 2024



112



TOWN OF
HORIZON CITY



AGENDA

1. INTRODUCTION

2. SITE PLAN ALTERNATIVES

3. PREFERRED ALTERNATIVE SITE

INTRODUCTION



THE TEAM



TOWN OF
HORIZON CITY

MICHELLE GARCIA
FORMER PLANNING DIRECTOR

ART RUBIO
CHIEF PLANNER

TERESA QUEZADA, PhD
CAPITAL IMPROVEMENT
PROGRAM MANAGER



RAYMOND TELLES
EXECUTIVE DIRECTOR

ROBERT C. STUDER
DIRECTOR OF FINANCE



EDGAR FINO
PROJECT DIRECTOR

CESAR NEVAREZ
PROJECT MANAGER



CARLOS GALLINAR
PROJECT LEAD

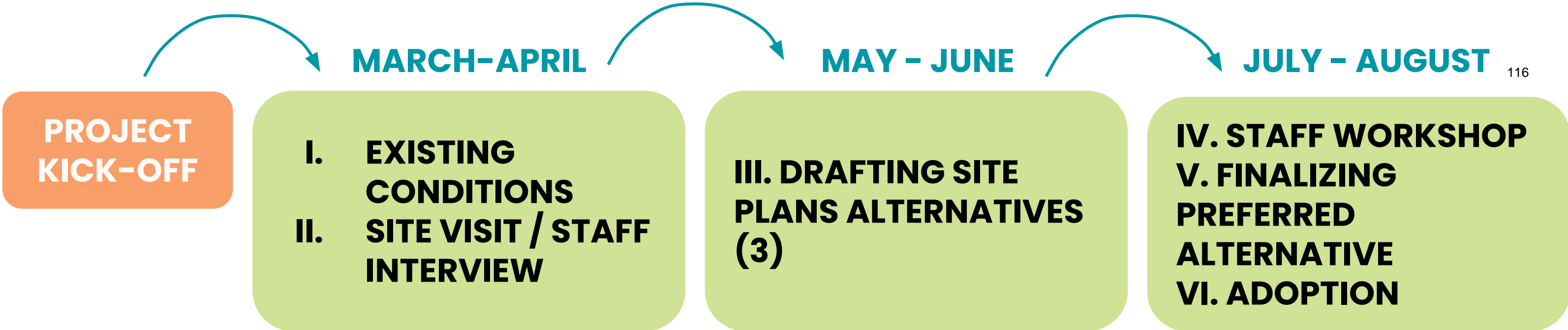
MARIO PENA
PARTNER / QA-QC

LUIS ESCALANTE
PROJECT MANAGER

ANGELO GOMEZ
LEAD DESIGNER



PROJECT SCOPE & SCHEDULE



Shaping Our Horizon: 2030

Beginning in 2019, citizens and leaders of Horizon City initiated a process to proactively determine the future of their community.

The Town leadership recognized the need for deliberate assessment of current conditions and a thoughtful vision for tomorrow.

One of its goals was to:

“Promote and facilitate the development of a Transit-Supported Town Center.”

ELEMENTS OF THE PLAN

A comprehensive vision and framework to guide future development. 117

- | | |
|---|---|
|  Community Profile |  Community Services and Facilities |
|  Vision, Goals, and Objectives |  Parks and Open Space |
|  Land Use |  Economic Development |
|  Design Concepts and Town Center |  Community Engagement |
|  Transportation and Mobility |  Implementation Plan |

TRANSECT ZONES—ARCHITECTURAL DESIGN GUIDELINES



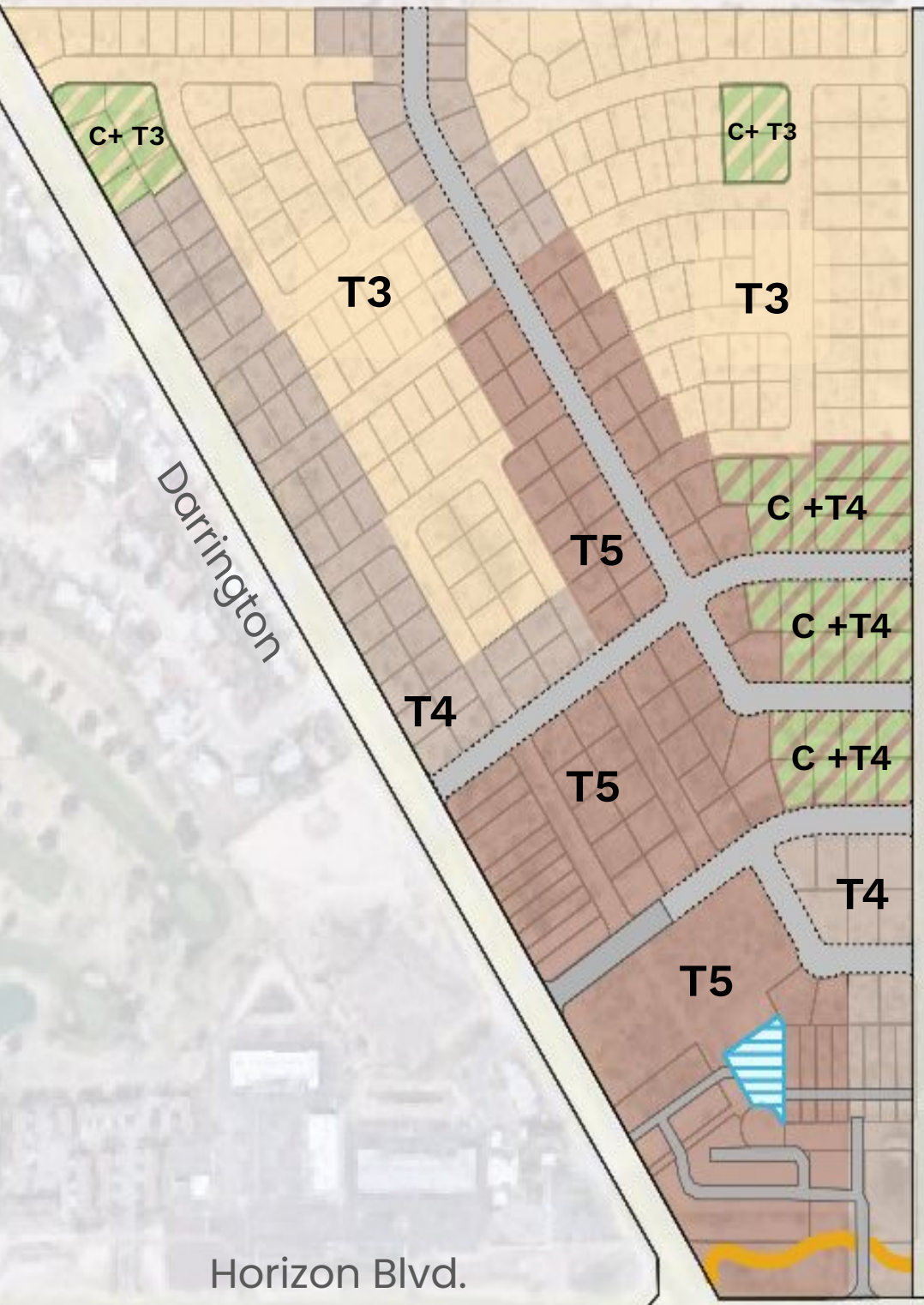
Suburban




Urban


Civic

TRANSECT ZONES—ARCHITECTURAL DESIGN GUIDELINES



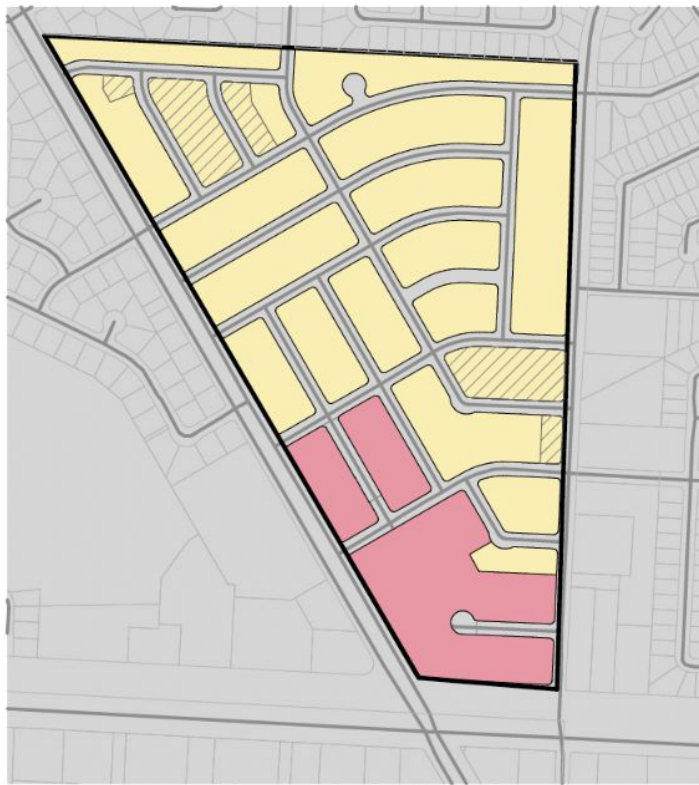
HORIZON CITY
TOD ARCHITECTURAL STANDARDS



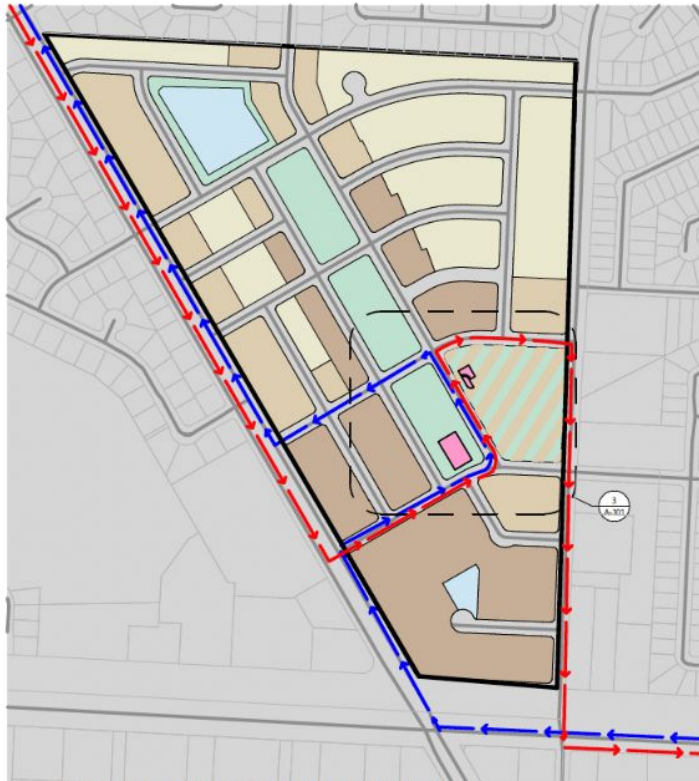
 **able.city** ARCHITECTURE. URBANISM. CITY MAKING **galinar** **THE DRY LAND** LANDSCAPE ARCHITECTURE

SITE PLAN ALTERNATIVES





1 EXISTING CONDITIONS ZONING PLAN
SCALE 1" = 4000'



2 PROPOSED TRANSECT PLAN
SCALE 1" = 4000'
OPTION: CIVIC GREENWAY

LEGEND

- TOD BOUNDARY
- PARCELS OWNED BY HORIZON
- RETENTION POND
- PROPOSED CIVIC BUILDING
- SOUTH BOUND BUS ROUTE
- NORTH BOUND BUS ROUTE

EXISTING TOD BOUNDARY ZONING

- R-2 / R-4 SINGLE FAMILY DWELLING
- C-1 GENERAL COMMERCIAL

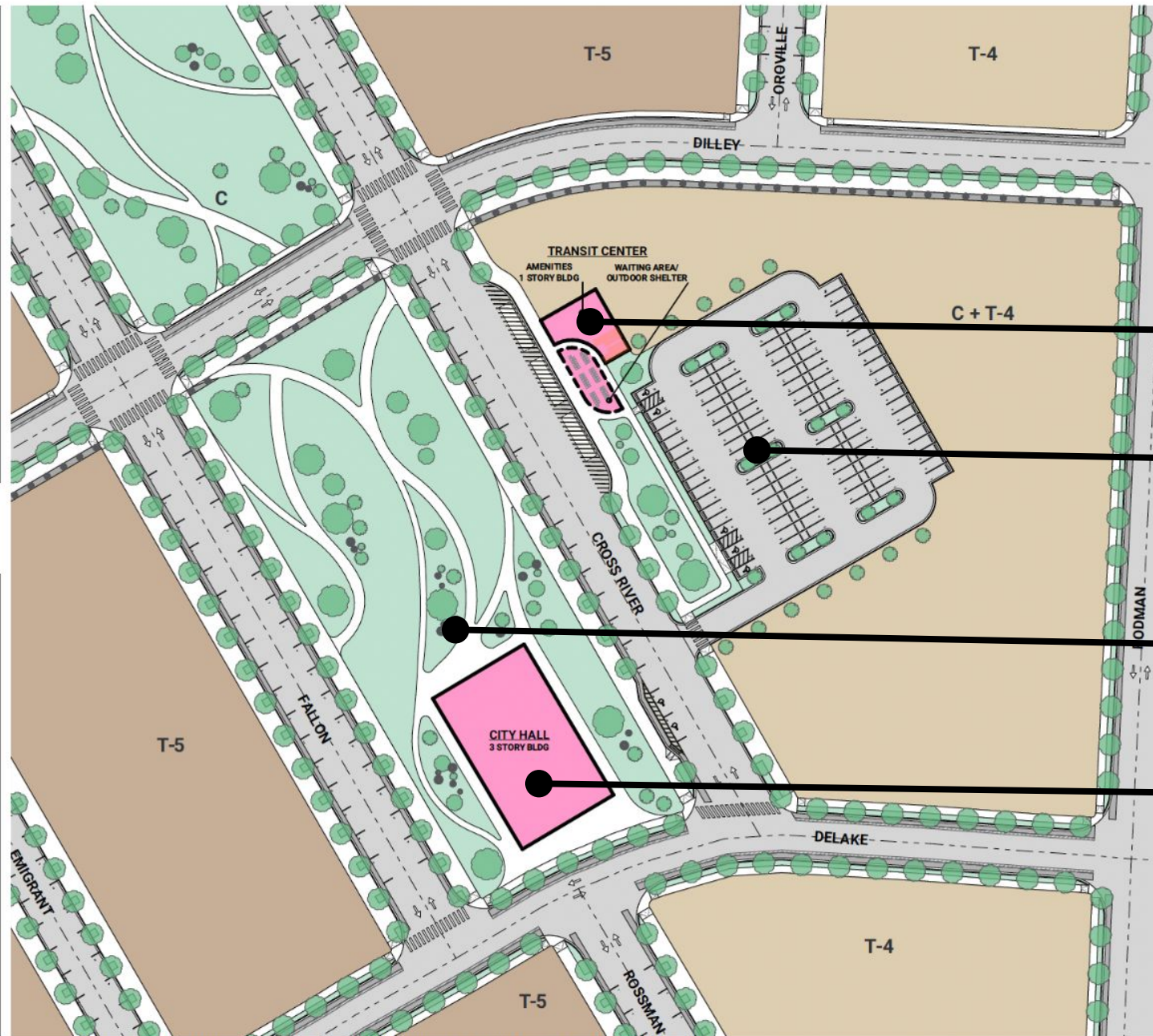
PROPOSED TRANSECTS

- TRANSECT C (CIVIC)
- TRANSECT T-3 (SUB-URBAN)
- TRANSECT T-4 (URBAN)
- TRANSECT T-5 (MIXED USE)
- TRANSECT C+T4 (CIVIC +URBAN)

PROPOSED SITE OPTION 1: CIVIC GREENWAY

- OVERALL SITE STRATEGY: SEVERAL BLOCKS HAVE BEEN RECLAIMED TO CREATE A VIBRANT GREENWAY ALONG THE CENTER OF THE TOD ZONE.
- CROSS RIVER RD HAS BEEN EXTENDED TO DELAKE DRIVE, CREATING A LARGER PLOT OF USABLE LAND NEXT TO THE GREENWAY.
- CITY HALL SITS AT THE END OF THE GREENWAY, CREATING A TERMINATING VISTA FOR USERS OF THE GREEN SPACE. THE TRANSIT CENTER AND SHARED PARKING SIT IN CLOSE PROXIMITY ON THE NEWLY CREATED LOT.

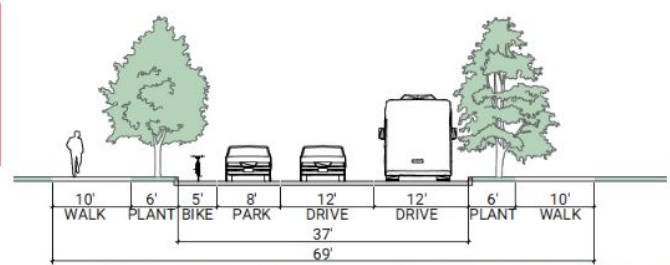
DRAFT



3 HORIZON CITY TRANSIT CENTER - ENLARGED SITE PLAN
SCALE 1" = 50'

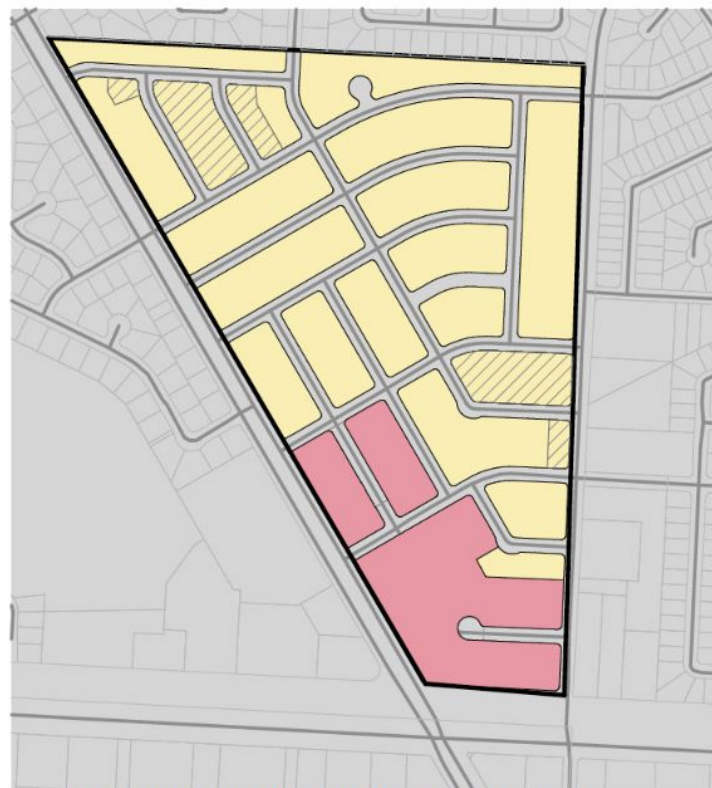
- TRANSIT CENTER
- KISS AND RIDE / CITY HALL PARKING
- PUBLIC SQUARE / OPEN SPACE¹²¹
- CITY HALL

OPTION: CIVIC GREENWAY
N



4 CROSS SECTION AT TYPICAL BUS STREET
SCALE 1" = 10'

TOWN OF HORIZON CITY SITE PLAN A



LEGEND

- TOD BOUNDARY
- PARCELS OWNED BY HORIZON
- RETENTION POND
- PROPOSED CIVIC BUILDING
- SOUTH BOUND BUS ROUTE
- NORTH BOUND BUS ROUTE

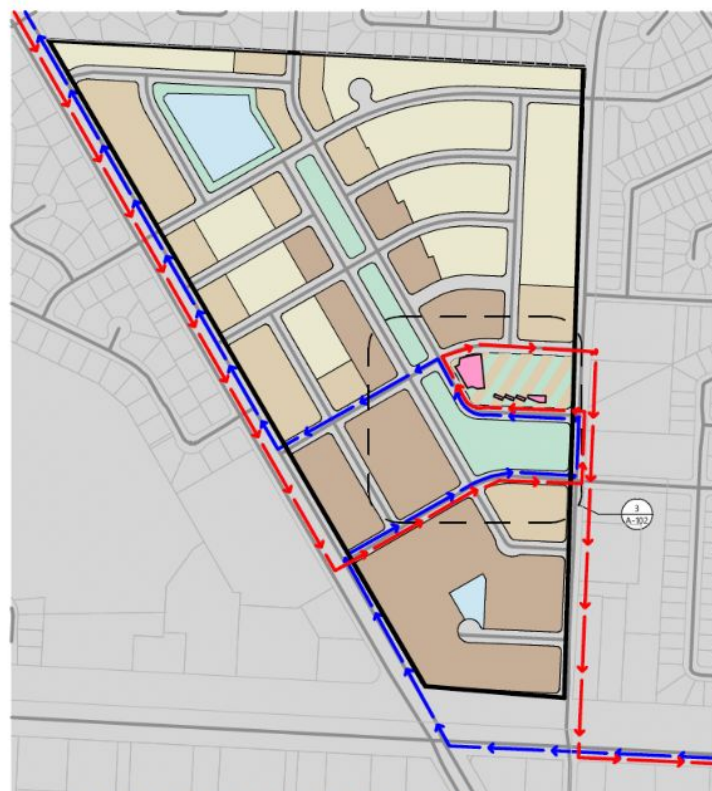
EXISTING TOD BOUNDARY ZONING

- R-2 / R-4 SINGLE FAMILY DWELLING
- C-1 GENERAL COMMERCIAL

PROPOSED TRANSECTS

- TRANSECT C (CIVIC)
- TRANSECT T-3 (SUB-URBAN)
- TRANSECT T-4 (URBAN)
- TRANSECT T-5 (MIXED USE)
- TRANSECT C+T4 (CIVIC +URBAN)

1 EXISTING CONDITIONS ZONING PLAN

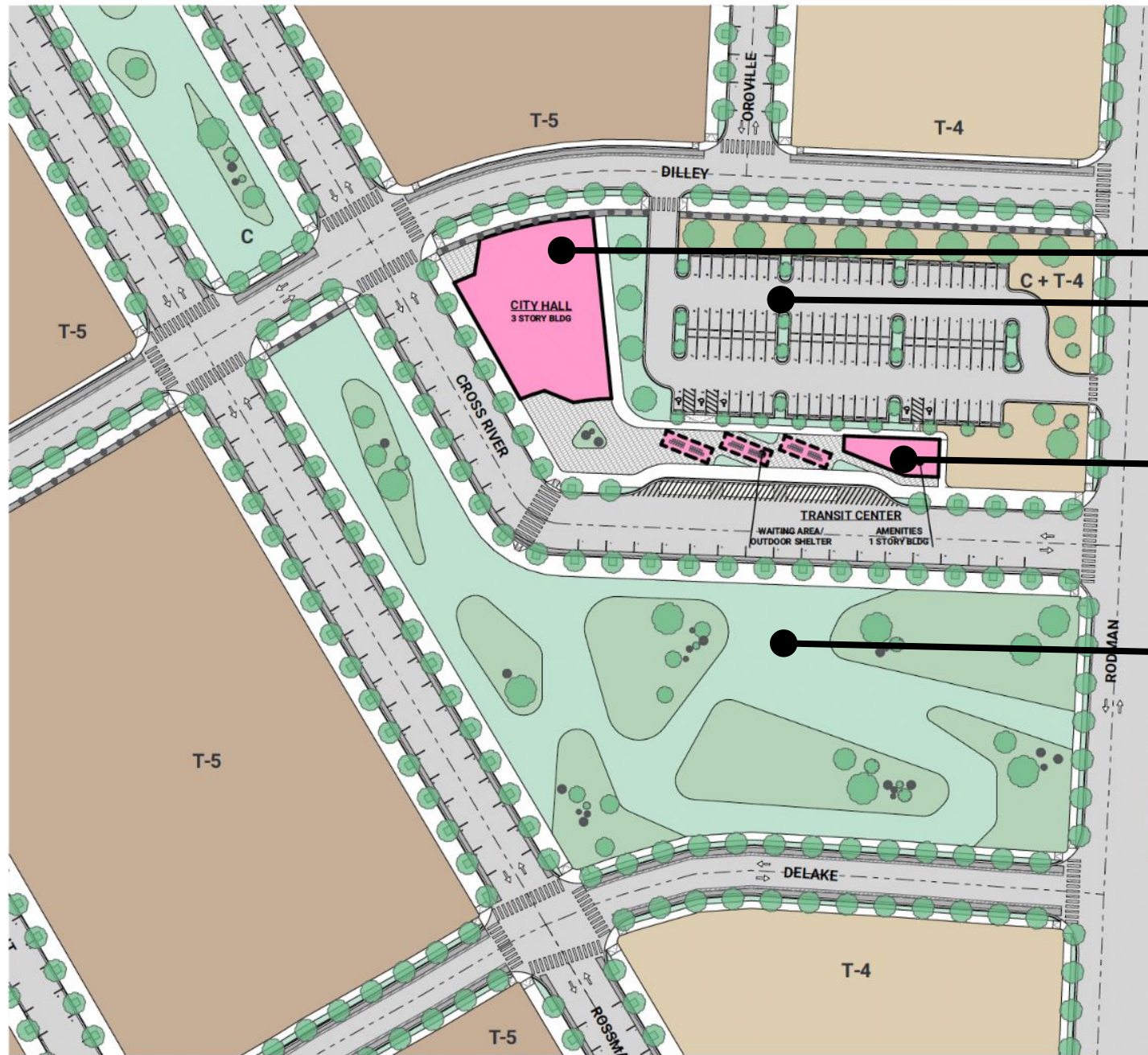


2 PROPOSED TRANSECT PLAN

OPTION: PEDESTRIAN PATH

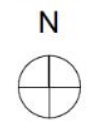
PROPOSED SITE OPTION 2: PEDESTRIAN PATH

- OVERALL SITE STRATEGY: A PEDESTRIAN SPINE WAS CREATED ALONG THE CENTER OF THE TOD ZONE. THE PEDESTRIAN PATH WILL ACTIVATE THE STOREFRONTS ALONG IT AND GIVES WALKABLE SPACE TO THE RESIDENTS.
- THE PATH LEADS DOWN TO THE PROPOSED CITY HALL AND TRANSIT CENTER, WHOSE LOCATIONS HAVE BEEN CONSOLIDATED ONTO PARCELS ALREADY OWNED BY HORIZON CITY.
- THE TRANSIT CENTER FEATURES SEVERAL COVERED BUS SHELTERS FOR BUS USERS AND SHARES A PLAZA WITH THE CITY HALL BUILDING.

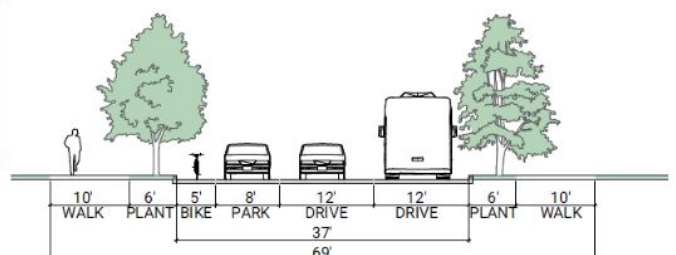


3 HORIZON CITY TRANSIT CENTER - ENLARGED SITE PLAN

OPTION: PEDESTRIAN PATH

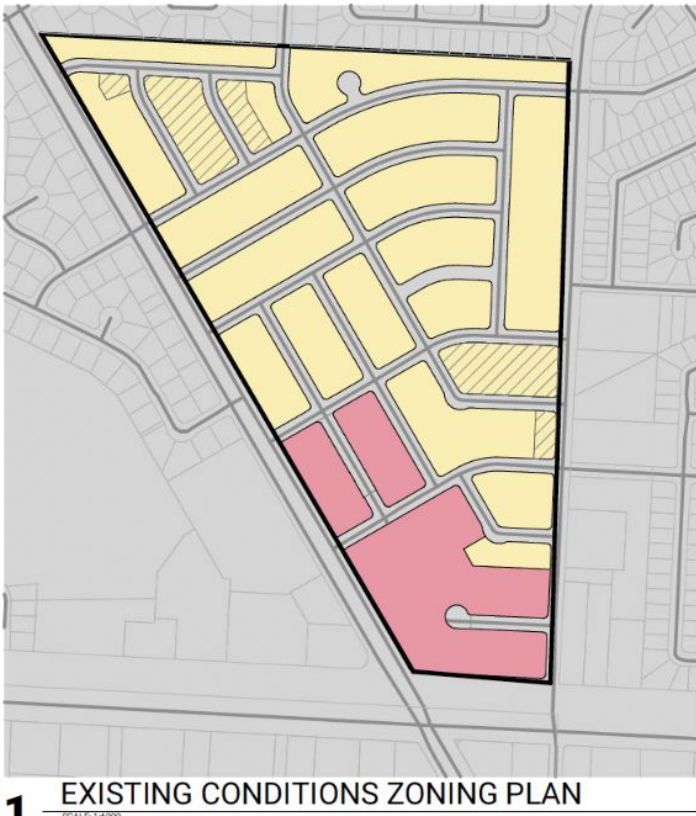


DRAFT



4 CROSS SECTION AT TYPICAL BUS STREET

- CITY HALL
- KISS AND RIDE / CITY HALL PARKING
- CITY HALL
- PUBLIC SQUARE / OPEN SPACE



LEGEND

- TOD BOUNDARY
- PARCELS OWNED BY HORIZON
- RETENTION POND
- PROPOSED CIVIC BUILDING
- SOUTH BOUND BUS ROUTE
- NORTH BOUND BUS ROUTE

EXISTING TOD BOUNDARY ZONING

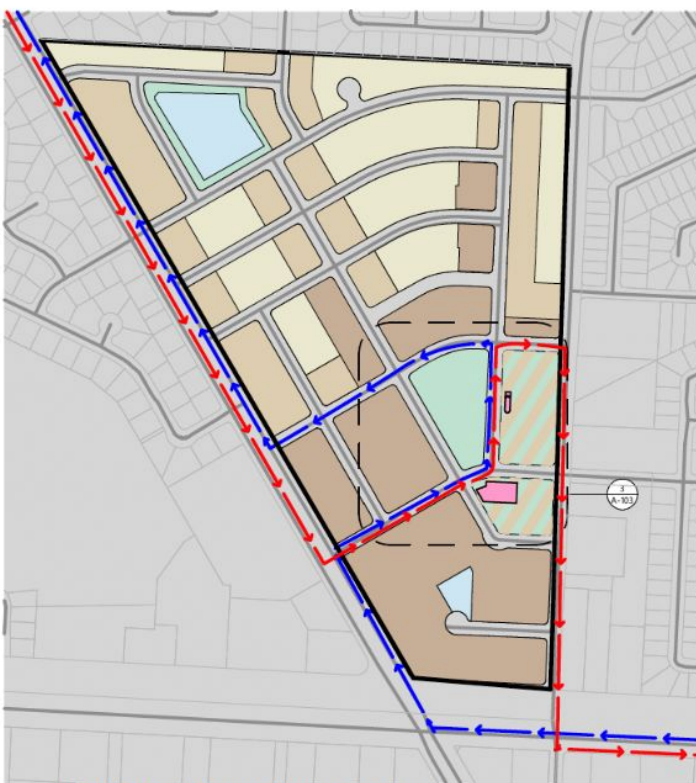
- R-2 / R-4 SINGLE FAMILY DWELLING
- C-1 GENERAL COMMERCIAL

PROPOSED TRANSECTS

- TRANSECT C (CIVIC)
- TRANSECT T-3 (SUB-URBAN)
- TRANSECT T-4 (URBAN)
- TRANSECT T-5 (MIXED USE)
- TRANSECT C+T4 (CIVIC +URBAN)

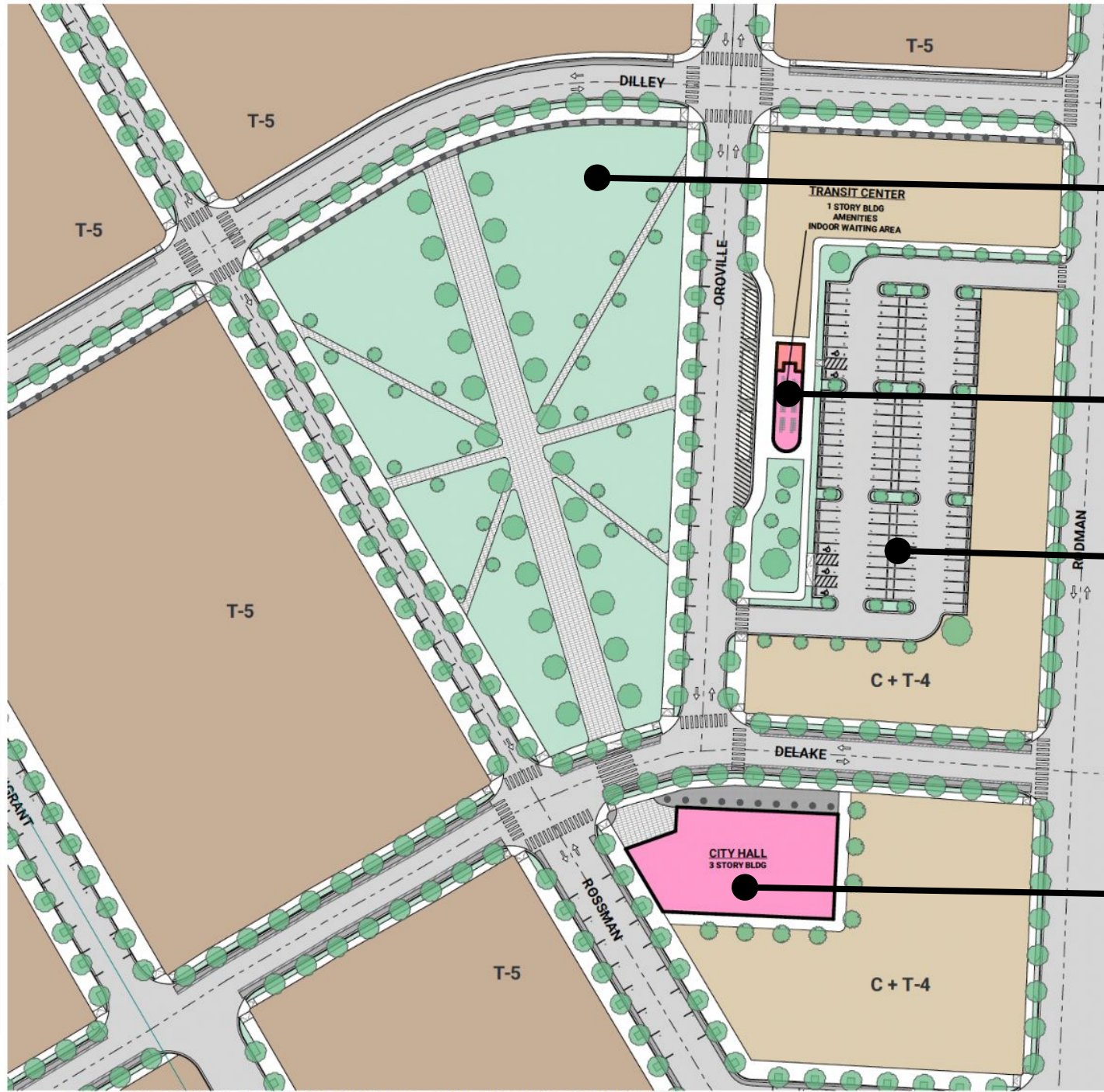
PROPOSED SITE OPTION 3: CIVIC SQUARE

- OVERALL SITE STRATEGY: A UNIFYING TOWN SQUARE HAS BEEN CREATED BY MAKING ADJUSTMENTS TO THE EXISTING STREET GRID.
- OROVILLE RD HAS BEEN EXTENDED TO DELAKE DRIVE, CREATING A PATHWAY FROM DELAKE TO THE PROPOSED TRANSIT CENTER LOCATION.
- CITY HALL SITS OPPOSITE THE END OF THE NEW CIVIC SQUARE AND IS IN CLOSE PROXIMITY TO THE TRANSIT CENTER BUILDING AND SHARED PARKING.

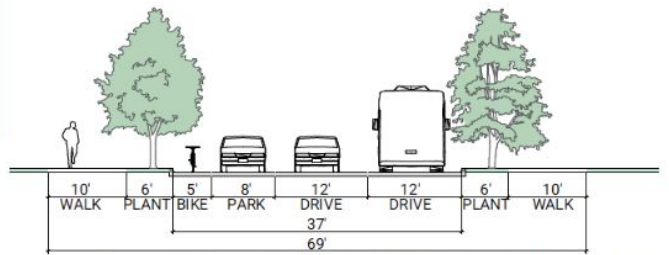


2 PROPOSED TRANSECT PLAN
SCALE: 1" = 400'
OPTION: CIVIC SQUARE

DRAFT



3 HORIZON CITY TRANSIT CENTER - ENLARGED SITE PLAN
SCALE: 1" = 50'
OPTION: CIVIC SQUARE



4 CROSS SECTION AT TYPICAL BUS STREET
SCALE: 1" = 10'

- PUBLIC SQUARE / OPEN SPACE
- TRANSIT CENTER
- KISS AND RIDE / CITY HALL PARKING
- CITY HALL

PREFERRED SITE ALTERNATIVE



T-5

T-4

DILLEY

CITY HALL
3 STORY BLDG

C+T-4

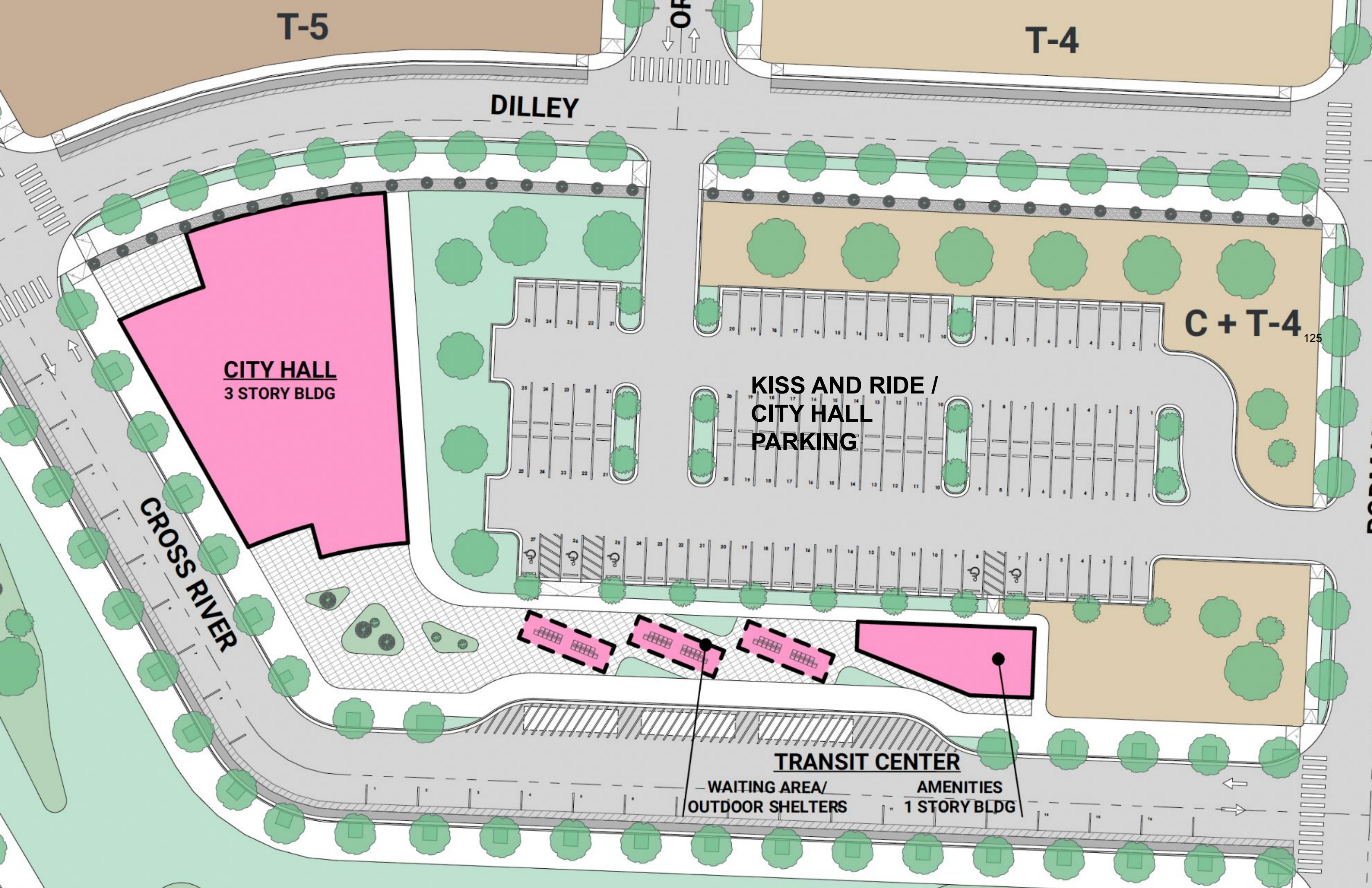
**KISS AND RIDE /
CITY HALL
PARKING**

CROSS RIVER

TRANSIT CENTER

WAITING AREA/
OUTDOOR SHELTERS

AMENITIES
1 STORY BLDG





TOWN OF HORIZON CITY AERIAL RENDER OF THE TRANSIT PLAZA



TOWN OF
HORIZON CITY



**TOWN OF HORIZON CITY
RENDER OF TRANSIT PLAZA WITH SHELTERED SEATING**



**TOWN OF
HORIZON CITY**



TOWN OF HORIZON CITY TRANSIT PLAZA - SHELTERED SEATING & CITY HALL



TOWN OF
HORIZON CITY



TOWN OF HORIZON CITY TRANSIT PLAZA - CITY HALL & PLAZA



TOWN OF
HORIZON CITY



TOWN OF HORIZON CITY TRANSIT PLAZA - CITY HALL



TOWN OF
HORIZON CITY



TOWN OF HORIZON CITY TRANSIT PLAZA - SITE RENDERING



TOWN OF
HORIZON CITY

T-5

T-4

DILLEY

CITY HALL
3 STORY BLDG

C+T-4

132

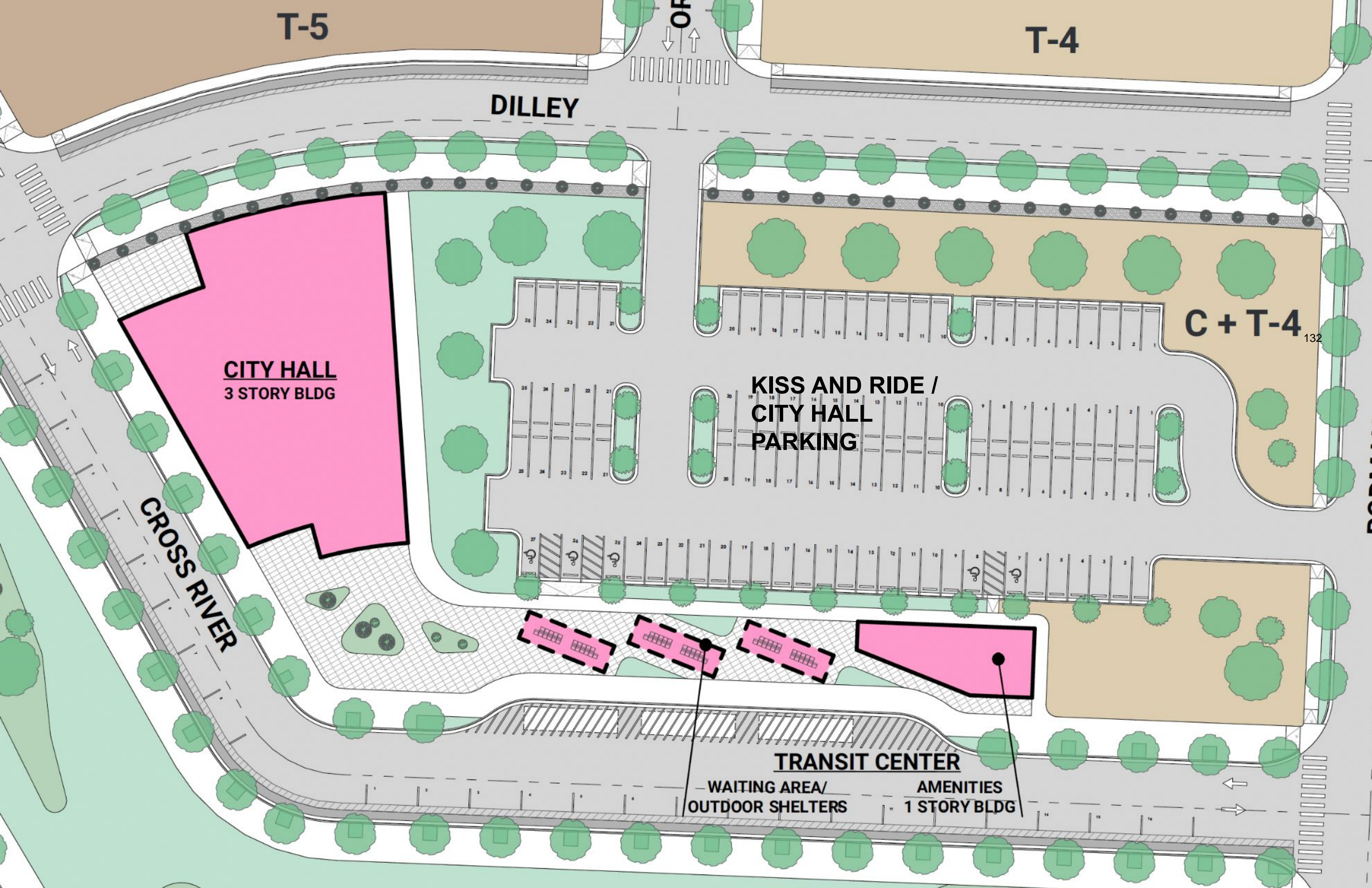
**KISS AND RIDE /
CITY HALL
PARKING**

CROSS RIVER

TRANSIT CENTER

— WAITING AREA/
OUTDOOR SHELTERS

AMENITIES
1 STORY BLDG



TOWN OF HORIZON CITY TRANSIT PLAZA LOCATION STUDY

PRESENTATION TO THE TOWN OF HORIZON CITY-CITY COUNCIL
August 13, 2024



TOWN OF
HORIZON CITY



RESOLUTION

That the Mayor is authorized to sign the Collective Bargaining Agreement between the Town of Horizon City, Texas and the Horizon City Police Officers Association for a term commencing October 1, 2024, through September 30, 2029, in form and substance substantially similar to the document attached to this Resolution.

PASSED AND APPROVED THE _____ DAY OF JULY 2024.

TOWN OF HORIZON CITY

**By: _____
Andres Renteria, Mayor**

ATTEST:

**By: _____
Elvia Schuller, City Clerk**

APPROVED AS TO FORM:

**By: _____
Sylvia Borunda Firth
Assistant City Attorney**

COLLECTIVE BARGAINING AGREEMENT

TOWN OF HORIZON CITY, TEXAS

AND

HORIZON CITY POLICE OFFICERS ASSOCIATION

TERM: OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2029

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PREAMBLE

The following Agreement by and between the Town of Horizon City, Texas, hereinafter referred to as the City, and Horizon City Police Officers Association, hereinafter referred to as the Association is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Association agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the Police Officers of the City. The Agreement has been reached through the process of collective bargaining with the City and its Police Officers. The Agreement, therefore, is intended to be, in all respects, in the public interest.

ARTICLE 1

DURATION

This Agreement will be effective on the 1st day of October 2024 and shall remain in full force and effect until the 30th of September 2029, or until such time as a successor agreement is reached, whichever is later.

Any time after October 1, 2027, if the two parties mutually agree in writing to do so, the Agreement may be renegotiated with regard to financial terms only.

ARTICLE 2
DEFINITIONS

1. **"Agreement"** refers to this Collective Bargaining Agreement negotiated between the TOWN OF HORIZON CITY and the ASSOCIATION;
2. **"Association"** means the Horizon City Police Officers' Association.
3. **"Association's Grievance Committee"** means the grievance committee established by the by-laws of the Association.
4. **"Bargaining Agent"** refers to the duly recognized ASSOCIATION and the designated sole and exclusive bargaining agent, which for this contract is the COMBINED LAW ENFORCEMENT ASSOCIATIONS OF TEXAS, hereinafter referred to as CLEAT.
5. **"Base Pay"** means the rate of pay set out in Section 2 of the Wages and Compensation Article of this Agreement and does not include any other incentive pay programs (i.e., longevity, certificate, or shift differential pay).
6. **"Budget"** (Fiscal) Year - refers to a CITY's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.
7. **"Calendar Year"** refers to a year beginning on January 1 and ending on December 31 of that year.
8. **"Chief"** means the Chief of Police of the Town of Horizon City, Texas.
9. **"City Personnel Policy or Policies"** - refers to the Town of Horizon City Personnel manual, and Horizon City Police Procedure Manual as they may be amended.
10. **"City"** means the TOWN OF HORIZON CITY, TEXAS.
11. **"Effective Date"** refers to the date established as the effective date or the on which the terms and conditions of the Agreement are formally adopted and approved by both the ASSOCIATION and the TOWN OF HORIZON CITY, TEXAS, whichever is later
12. **"Employee"** means any sworn police Officer employed in the Police Department of the City, with the exception of the Chief of Police.
13. **"Employer"** means the TOWN OF HORIZON CITY, TEXAS.
14. **"FLSA"** refers to the Fair Labor Standard Act, as amended.
15. **"Gender"**- Reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.

16. "**Grievance**" for purposes of this Agreement is defined as any dispute, claim, or complaint involving the interpretation, application, or alleged violation of a provision or provisions of this Agreement, as raised by the grievance procedures in this Agreement.
17. "**Holiday**" shall refer only to City recognized holidays, such holidays to begin at 12 o'clock a.m. and end at 11:59 p.m. on the specified day.
18. "**Management**" means any person acting on behalf of the City in the administration of this Agreement.
19. "**Officer**" means any sworn Police Officer of the City with the exception of the Chief of Police.
20. "**On-call**" shall mean a period of time when the Employee is not actually performing work but is required to be accessible by telephone or paging device or otherwise leave information as to where he can be reached while on call and to be able to return to his duty station when called upon. The Employee is allowed to effectively use his time for his own purposes; however, Chief may establish rules governing the use of alcohol or participation in certain activities that relate to the Employee's ability to respond and perform the requested work. The Chief shall establish a procedure by which Employees are placed on-call and such practice shall not be for less than a full week, except with the consent of the Employee. The receipt of a call to return to duty or being generally subject to receiving a call to return to duty does not constitute being on-call.
21. "**Paid Time Off**" refers to any time period for which an Employee is entitled to receive pay without actually being at work for that time period.
22. "**Parties**" refers to the TOWN OF HORIZON CITY and the ASSOCIATION jointly.
23. "**Probationary Officer**" means a newly hired Police Officer during the first twelve (12) months of employment during which time the Police Officer has no right to the grievance (appeal) procedures provided in Article 9.
24. "**Promotion**" means advancement from a lower rank to a higher rank within the Department.
25. "**Seniority**" means the total years of service with the town of HORIZON CITY POLICE DEPARTMENT serving in a law enforcement capacity.
26. "**Strike**" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the

intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

27. **"TCOLE"** shall refer to the Texas Commission on Law Enforcement or any successor agency.

ARTICLE 3

ASSOCIATION RECOGNITION, RIGHTS AND DUTIES

SECTION 1. Recognition.

The City recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all sworn Texas Peace Officers, except the Chief of Police. The Association recognizes the Combined Law Enforcement Associations of Texas as the sole and exclusive bargaining agent for the Association.

SECTION 2. Payroll Deductions.

- A. The City shall deduct monthly Association dues from each individual member who has voluntarily authorized Association dues deductions.
- B. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for the Association dues deduction must personally sign the appropriate form as required by the City.
- C. The City shall notify the Association in writing of any member who revokes or adds his authorization for any deduction herein within thirty (30) calendar days from the revocation or addition of the deduction.
- D. The amount of the deductions shall be set forth in any deduction authorized by individual members or letters of request signed by the President of the Association. Any deductions as set forth herein already previously authorized by a member shall be automatically increased by the City upon any letter signed by the President of the Association and stating that such increase has been approved consistent with the Constitution and By-Laws of the Association.
- E. All amounts deducted pursuant to this article shall be paid to the legally designated representative of the Association in accordance with reasonable procedures established by the City.
- F. The City agrees to separate CLEAT dues from the members and send such dues to the CLEAT Office in Austin, Texas.
- G. The Association will defend, save, hold harmless, and indemnify the City from any and all claims, demands, suits, or any other form of liability which may arise out of the execution, placing into effect, or carrying out the terms of this Section.

SECTION 3. Conducting Association Business.

- A. The Association President or CLEAT Representative shall be permitted to speak to Officers within the unit about Association or CLEAT related

business at shift meetings with advance scheduling with the Chief. Such association business will be kept brief as to not interfere with the functions of the Police Department.

- B. The Chief of Police and the Association President agree to adjust hours of work for the Association President and three (3) other members of the Association to attend the CLEAT Convention and two (2) CLEAT related training seminars within the calendar year. In the event the Association President cannot attend any of the functions he may choose another member of the Association to attend in his place. All costs of the members attending such functions will be paid by the Association. The ability to adjust the work schedule will be contingent upon the needs of the Police Department but said requests for schedule adjustments shall not be unreasonably denied. Provided however, that any attendance by any member of the Association shall be on off-duty time.
- C. The Association may provide at its own expense one (1) bulletin board at the police station. The bulletin board shall be located in a conspicuous location by mutual agreement of the Association President and Chief of Police. The board may be used for the following notices.
 - 1. Association Meetings.
 - 2. Association Elections.
 - 3. Reports of the Association Committees.
 - 4. Rulings, information, or policies of the State or National Associations.
 - 5. Legislative Enactments and Judicial Decisions Affecting Public Employee Labor Relations.
 - 6. Notices or announcements pertaining to the political activities of the Association. No political signs for a particular candidate shall be placed on the bulletin board.
 - 7. No posting shall be sexually or racially objectionable or offensive. Such determination on the sexual or racial nature shall be made by the chief.

SECTION 4. NON-DISCRIMINATION.

The Association shall not engage in the following practices:

- A. Interfere with, restrain, or coerce Employees in the exercise of rights granted in this Agreement;
- B. Cause or attempt to cause the City to discriminate against any Employee in hiring, tenure, training, or other terms or conditions of employment because

of the Employee's membership or lack of membership in any labor organization.

- C. Cause or attempt to cause the City to discharge or discriminate against any Employee because has given information or testimony alleging a violation of this Agreement, any law of the United States or the State of Texas, the City Charter, or the Rules and Regulations of the Department; and
- D. Discriminate against any Employee in the application or interpretation of the provisions of this Agreement on the basis of the Employee's Association membership or non-membership.

SECTION 5. Leave for Association Business (Association Leave Pool).

Association Leave Pool is a pool of paid leave hours that can be used by the association representatives to conduct association business.

Every calendar year from October 1 – 31st each Association member may designate in writing four (4) hours of accrued PTO leave to be placed in an Association business leave pool. The City will create a form for each participating member to sign to evidence their designation of 4 hours of accrued PTO to the pool for the following calendar year. Designation is voluntary for the Association members but once it has been made it may not be revoked during the calendar year the delegation has been made. The designation will automatically renew each calendar year until such time as the Association member notifies the City in writing of their wish to discontinue the designation for the subsequent calendar year.

With the approval of the Chief, the Association shall be allowed to debit the pool during the calendar year when Association officers are required to:

1. administer the Agreement;
2. represent the Association at meetings or events;
3. represent members at disciplinary hearings, grievances, or on other job-related matters;
4. attend seminars or training programs;
5. any business associated with collective bargaining or conduct other Association business.

The Association Board Member shall request time off for Association business from the Chief of Police at least 48 hours in advance of such time off. The Chief of Police must give his express written approval to any Association request to use the pool. If the Chief of Police declares an emergency, he may order the Association President or any Association officers on Association business leave time to report to work for the pendency of the emergency. An emergency is an unexpected happening or event or unforeseen situation or crisis that calls for immediate action and requires the Chief of Police to order the Association President or officers to report to work.

Up to four members of the Association's Board shall be permitted time off and may request

payment from the Association Leave Pool to conduct elections relating to the Association. If the Association Leave Pool has been depleted, the Board members may utilize their own PTO. The President of the Association shall give 72 hours prior notice to the Chief as to the time and place for such election.

Within ten days after the execution of this Agreement, the Association shall notify the Chief in writing of the names of the New Association's Board for the next calendar year and will provide written notice anytime there is a change to the Board.

The Association Leave Pool shall be cumulative and the balance in the Pool will carry over from year to year.

SECTION 6. New Employee Orientation.

At each new Employee Orientation session one Association representative shall be permitted a reasonable amount of time to provide the new hires with information regarding the Association and the process for becoming a member of the Association and CLEAT.

ARTICLE 4
MANAGEMENT RIGHTS

SECTION 1.

The Association recognizes the prerogative of the City to operate and manage its affairs in all respects, including the provision of competent and efficient service to the citizens of the Town of Horizon City.

SECTION 2.

The Association agrees that the City shall maintain and be vested with all of its rights, powers, and authority to operate and manage the Department and its workforce, without limitation, subject to applicable federal and state statutes and local ordinances, resolutions, and rules unless specifically limited by this Agreement. These rights include, but are not limited to: the right to hire, demote, suspend, discharge lay off, promote, assign, or transfer Employees to any job or any work; to increase or decrease the workforce; to determine the number and size of the work shifts; to grant paid and unpaid leaves of absence for any reasons; to determine the number of and assign Employees to any work or duties; to determine and re-determine the hours of work per day or week; to make and enforce work rules for the purpose of efficiency, safe practice, discipline or any other reason; to establish performance standards and to review Employees under these standards; to determine the equipment to be used; to make technological changes; to eliminate work; to require overtime work pursuant to federal and state law; to establish, modify and enforce rules and regulations.

The rights and powers of management mentioned in this section do not list all such powers, and the rights listed, together with all other rights, powers, and prerogatives of the City, not specifically ceded in this Agreement, remain vested exclusively in the City as Employer. If this agreement does not, by its terms, specifically restrict management, then management retains power over the matter in question.

ARTICLE 5

NO STRIKE CLAUSE

The Association shall not cause, counsel, or permit its members to strike, slow down, disrupt, impede, or otherwise impair the normal functions of the Department; nor to refuse to cross any picket line by whomever established, where such refusal would interfere with or impede the performance of the Employee's duties as an Employee of the City, in accordance with Texas Local Government Code 174.001, et seq.

ARTICLE 6

MANAGEMENT DUTIES TO THE ASSOCIATION

SECTION 1.

The City shall provide the following materials to every Employee:

- A. A copy of special orders, general orders, training bulletins, and rules and regulations; and
- B. a copy of this Agreement in either paper copy or any electronic format.

SECTION 2. Prohibited Practices

The City shall not engage in the following practices:

- A. Dominate, interfere, or assist in the formation or administration of the Association or any competing Employee organization; or contribute any financial support to any such organization. This practice shall include any assistance, either direct or indirect, to another labor organization that can possibly be certified under Section 174.104, of the Texas Local Government Code as an exclusive bargaining representative.
- B. Encourage or discourage membership in any police or police labor organizations by discriminating in hiring, tenure, training, or other terms or conditions of employment.
- C. Discharge, discipline, or discriminate against any Employee because he has filed an affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he/she has formed, joined, or chosen to be represented by any police or police labor organization.
- D. Make or permit any agreement, understanding, or contract with a member of the bargaining unit, which in any manner circumvents, alters amends, modifies, or contradicts any provision of this agreement.
- E. Discriminate against any Employee in the application or interpretation of the provisions of this Agreement on the basis of the Employee's Association membership or non-membership.

SECTION 3.

The City recognizes its responsibility to a reasonable, fair, and consistent interpretation and application of Department Rules and Regulations, Special Directives, and Administrative Orders which govern the conduct of Employees on the job.

SECTION 4.

Any alleged violations of this Article shall be raised and submitted for resolution through the Grievance Procedure, Article 10.

ARTICLE 7

MAINTENANCE OF STANDARDS AND BENEFITS

SECTION 1.

All standards, privileges, rights, and benefits, presently enjoyed by the Employees of the Town of Horizon City at the effective date of this Agreement, which are not included in this Agreement, shall be extended to the members of the Association for the duration of the Agreement except items which are excluded herein.

SECTION 2.

The parties agree that the City will provide health insurance to Employees and Employees will accept the health insurance that is provided for all non-police Employees of the Town of Horizon City. It is understood that the City has the right to periodically reevaluate the benefits provided and make changes. Before the City makes such changes, the Association will be notified. At such time as the receives City written notice of the proposed rates for the next coming year, the City will within one business day give a copy of the written notice to the President of the Association. The President or his designee will be included in the City's discussions relating to the decision to accept the new rates or to seek quotes for different health insurance coverage. If the City decides to seek quotes for different health insurance coverage, the President or his designee will be included the discussions relating to the decision and the type of coverage to be obtained and will be kept informed as to each step of the process of obtaining the new health insurance. The City agrees to provide suitable health care insurance for its Employees.

SECTION 3.

The parties agree that the City may provide a defined contribution plan, such as a Texas Municipal Retirement System plan, for Employees and Employees will accept such defined contribution plan under the same terms and conditions as it is provided for all non-police Employees of the Town of Horizon City, as approved by the City Council. Any revisions to the defined contribution plan as in effect on the effective date of this Agreement excluding elimination of the plan, will automatically apply to the Employees upon the effective date of the plan as approved by the City Council.

SECTION 4.

The provisions of the travel policy applicable to all Officers and Employees of the City, as approved or amended by the City Council, will apply to the Employees. Any revisions made to the travel policy shall automatically apply to the Employees upon the effective date of the change as approved by the City Council.

ARTICLE 8

INTERNAL ADMINISTRATIVE INVESTIGATIONS

SECTION 1.

To insure internal administrative investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each Officer on the force, the following procedures shall apply:

1. The Chief of Police, or Assistant Chief of Police if so designated, shall cause an investigation to be conducted of all written complaints, unless a complaint is determined to be unfounded.
2. As is provided in state law, a written complaint is a complaint that is in writing and signed by the person making the complaint or initiating a formal administrative investigation. A copy of the written complaint shall be given to the Employee within a reasonable time after the complaint is filed. A formal administrative investigation complaint will be generated on a Department created form that purpose, and the use of other Departmental documentary systems, to include but not be limited to supervisory logs and notes, which may be used for documenting or otherwise noting information relating an Employee's work, conduct and behavior, shall not constitute a written complaint.
3. Interviews conducted by the Department during the investigation of a written complaint shall be conducted in accordance with the following rules:
 - A. The interview of any Officer shall be at a reasonable hour, preferably when the Officer is on duty or during the daylight hours unless the exigencies of the investigation dictate otherwise.
 - B. The interview shall take place at a location designated by the Chief.
 - C. The Officer shall be informed of the nature of the investigation before any interview commences. If it is known that the Officer is being interviewed as a witness only, the Officer shall be informed.
 - D. During an investigation of a critical incident, to include but not limited to an Officer- involved shooting and/or in-custody death, an Officer shall not be compelled to participate in a "walk-through" investigation without their legal counsel being present. The parties agree that a "walk-through" is defined as an investigative tool where the investigators and/or supervisors request the Officer to re-trace his actions in the critical incident while being questioned concerning his observations and actions in the incident. Such "walk- through" shall not be videotaped. Sufficient information to reasonably apprise the Officer of any allegations shall also be provided to him prior to or during the "walk-through."
 - E. The interview shall be completed with reasonable dispatch.
 - F. The Officer shall not be subjected to any offensive language, nor shall the Officer be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing in this Section is to be construed so as

to prohibit the investigating Officer from informing the Officer that the Officer's conduct can become the subject of disciplinary action resulting in disciplinary punishment.

- G. If an Officer is under arrest or likely to be (that is, if the Officer is a suspect or a target of a criminal investigation), the Officer shall be given his rights pursuant to the existing law.
- H. Upon request, the Officer shall be given an exact copy of any written statement the Officer may execute.
- I. The refusal by an Officer to answer, pursuant to a direct order, pertinent questions concerning any non-criminal matter may result in disciplinary actions.
- J. Upon the request of either the Officer being interviewed or the Chief or other Officer conducting the interview, the City shall record the interview. The recording shall commence immediately at the beginning of the interview. There shall be no "off the record" questions. All recesses called during the questioning shall be noted in the record. The Officer shall always have a right to a copy of the recording at the Officer's expense. The recording shall not be introduced by either party at any appeal hearing (grievance).
- K. The Officer shall be allowed to consult the Officer's attorney at any time during the investigatory process so long as such consultation does not impede the investigatory process.
- L. The Officer will be provided with a copy the "Statement of Rights" attached to this Agreement as Exhibit "B".

SECTION 2.

Nothing in this Article will preclude discussions of matters involving an Employee's work, conduct, and behavior such as requesting the completion of routine reports or providing initial explanatory information regarding an incident or matter before a written complaint may be prepared and signed, giving an Employee non-disciplinary verbal counseling, giving additional training or guidance on a procedure or other matter or issue, or issuing a performance report or evaluation. Nothing in this Article will preclude the Department from immediately acting to start an investigation of a serious incident, such as one involving an Officer- involved shooting or the death or serious injury of an individual, before the written complaint is prepared and signed.

SECTION 3.

A Police Officer shall not be required to submit to a polygraph examination as part of an administrative or internal investigation, regarding the Officer's conduct unless the complainant is first examined by a licensed polygraph examiner. If a Police Officer is subjected to a polygraph examination, the licensed examiner who administers the examination shall not know the results of the complainant's polygraph examination or the name of the licensed examiner who conducted such examination. Any applicable prohibitions in future statutes concerning the use of the polygraph examinations shall be followed as covered by this Agreement.

ARTICLE 9

DISCIPLINARY GRIEVANCE PROCEDURES

SECTION 1. General Rules, Procedures & Definitions, Calculation of Time, and Transmittal.

For the purposes of this Article, the term "days" shall mean calendar days, unless otherwise specified. The day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday, or legal holiday, which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

- A. Disciplinary Grievance is an appeal from a suspension for more than five (5) working days, demotion, or termination of an Employee conducted through the arbitration process specified in this Article.
- B. Contract Grievance is a dispute involving the application, interpretation, or enforcement of this Agreement, but not involving the suspension, demotion, or termination of an Employee conducted through the arbitration process specified in Article 10.
- C. Payment of Arbitration: The cost of selecting and engaging an arbitrator for any arbitration required by this article shall be split evenly between the parties. Nothing herein prevents the arbitrator from requiring the parties to prepay the costs in advance. Each party shall be responsible for their own costs and expenses incurred during the arbitration process, including but not limited to their attorney's fees.

SECTION 2. Discipline and Disciplinary Grievances.

- A. City's Authority: The City shall have the authority to demote, reprimand, suspend without pay not to exceed thirty (30) days, or terminate any Officer who has completed the probationary period for the causes set forth in the rules and regulations, policies, general and special orders, and directives of the Town of Horizon City Police Department. A Probationary Officer may be discharged at any time during the probationary period for any reason, but for the record, a full statement of those reasons must be filed with the Human Resources Manager within three (3) days of the discharge. Disciplinary action for non-criminal activity shall not be initiated against any Employee for a violation which occurred more than 180 days prior to the service of the Notice of Proposed Disciplinary Action or written reprimand upon the Employee.
- B. Written Reprimands: Officers shall not have the right to appeal or file a grievance regarding a letter of reprimand but may submit a written response to the letter of reprimand for inclusion in their personnel file.
- C. Suspensions of Five (5) Working Days or Less: The parties agree that when an Officer is suspended with or without pay by the employer for five (5) working days or less, the Officer may only proceed as follows:
 - 1. PTO Option At the time of receipt of the notice of suspension, the

Officer may forfeit accrued PTO time or accrued compensatory time equal to the length of the suspension or forfeit for any number of full days combined with the remaining period to remain suspended without pay, to serve the suspension with no break in service for purposes of seniority or promotion. The forfeited PTO time or compensatory time will not constitute hours worked for the purpose of overtime pay. In the event an Officer has received a disciplinary suspension within the proceeding 24-month period, the Officer may forfeit PTO time or compensatory time only with the employer's written permission.

D. Notice of Proposed Disciplinary Action/Pre-Termination Process.

1. Suspension of more than five days or Demotion. When the disciplinary action contemplated is to be a suspension of more than five working days or a demotion, the affected Employee must first be served with a Notice of Proposed Disciplinary Action that shall include the Departmental Rules or Regulations violated, the date, time, and place that the Employee violated the rule (s); together with a specific description of the Employee's conduct which violated the rule(s). The Notice shall be personally served upon the Employee or sent by United States Postal Service, certified mail, return receipt requested to the address he has on file with the Department. The statement shall inform the Officer that he has seven (7) days after receipt thereof to request a conference with the Chief of Police. Within five (5) working days of receipt of the Employee's request, the Chief or the Assistant Chief if designated by the Chief shall meet with the Employee, provided that this period may be extended with the mutual consent of the Chief and the Employee. During the conference the Employee, their representative and the Chief shall engage in discussions with a view toward reaching a consensus and agreement relative to the proposed disciplinary action. No part of the discussions that take place during the conference may be offered into evidence at any subsequent proceeding, except for the limited purpose of determining compliance or non-compliance with the provisions of this Article and for impeachment purposes.
2. Termination. When the disciplinary action contemplated is to be a termination, the affected Employee must first be served with a Notice of Proposed Termination that shall include the Departmental Rules or Regulations violated, the date, time, and place that the Employee violated the rule (s); together with a specific description of the Employee's conduct which violated the rule(s). The Notice shall be personally served upon the Employee or sent by United States Postal Service, certified mail, return receipt requested to the address he has on file with the Department, along with a Notice of Pre-Termination Hearing, at least 24 hours prior to the time set for the hearing.

The Pre-termination Hearing will be conducted by the Chief of

Police or the Assistant Chief of Police, if so, designated by the Chief. The Employee is entitled to have a representative to assist him in making his response to the Chief or designee. The Chief will consider the response as he deems appropriate in making his final determination on disciplinary action to be taken.

If settlement is discussed during the Pre-termination Hearing, no part of those discussions that take place during the Hearing may be offered into evidence at any subsequent proceeding, except for the limited purpose of determining compliance or non-compliance with the provisions of this Article and for impeachment purposes. In the event such a consensus is reached regarding disciplinary action, the execution by the Employee of documents finalizing the settlement agreement shall constitute a waiver of the Employee's right to file a grievance, and the Employee shall be so advised in plain language.

3. Representation. In the situations where the representative assisting an Employee in a conference or pre-termination hearing is a department Employee, the representative shall not participate in this process on City time.
4. Grievance Steps. If a settlement has not been reached and disciplinary action is taken by serving the Employee with a Notice of Disciplinary Action, the Employee may submit a Disciplinary Grievance for arbitration pursuant to the procedure set forth in Subsection E of this Section. However, the Association Grievance Committee shall meet to determine whether arbitration is appropriate. If the Association Grievance Committee decides that arbitration is not appropriate, no further action will be taken. The Association Grievance Committee shall make a decision on this matter within (7) days after the receipt of the Notice of Disciplinary Action is delivered to the Employee.

E. Notice of Final Disciplinary Action and Arbitration Procedure.

1. Disciplinary Action. If a conference was held under Section D(1) and no settlement reached, or upon completion of a Pre-Termination Hearing under Section D 2, and the Chief determines that disciplinary action will be imposed, a Notice of Disciplinary Action shall be made by hand delivery on the Employee or by the United States Postal Service, certified mail, return receipt requested, to the Employee's address on file with the City. It shall include the departmental rule(s) or regulations violated, the date, time, and place that the Employee violated the rule(s). Said statement shall inform the Employee that he has fourteen (14) days after the receipt thereof to file a written request for arbitration with the City.
2. Disciplinary Grievance: Notice of a request for arbitration of a disciplinary grievance shall be in writing, addressed to the Chief of Police, and made by hand delivery on the Chief ~~054~~ by depositing at the United States Postal

Service, certified mail, return receipt requested, using the official mailing (contact) address of the Town of Horizon City, as provided on its website, no later than the 14th day after the date the Employee receives the written Notice of Final Disciplinary Action.

3. Discovery: Within seven (7) days of service of the Employee's Request for Arbitration, the City shall forward a copy of the Officer's entire administrative investigatory file of the incident made the subject of the disciplinary action and the Employee's administrative investigatory disciplinary history showing the complaints filed against the Employee and the dispositions of each case. All other discovery requests must be made by the Employee in writing to the City no later than the 21st day before the date scheduled for the arbitration hearing. The City must provide complete responses to the Employee's discovery requests within seven (7) days of the service of the request. The City shall have the right to make discovery requests to the Employee or his representative no later than the 21st day before the date scheduled for the arbitration hearing. The Employee must provide complete responses to the City's discovery request within seven (7) days of the service of the request.
4. Witness Lists and Exhibits: Upon request of a party, the other party will provide a list of witnesses and copies of their numbered and lettered exhibits no later than the seventh (7th) day before the arbitration hearing is to be held.
5. Selection of Arbitrator: All arbitrations shall be heard by an arbitrator which will be selected on a rotating basis from a panel of four (4) or more selected arbitrators. The decision of the arbitrator shall be final and binding upon the Employee and the City, subject to any rights of appeal to a court of law as permitted by law. During the arbitration process parties shall have the right to be represented by an attorney or a representative of their choosing.

The arbitration panel shall have at least four (4) local arbitrators appointed by mutual agreement of the City and the Association. The members of the panel shall serve a one- year term and be subject to reappointment by mutual agreement of the City and the Association. Subject thereto, the City and the Association may, at any time remove or add agreed-upon members by mutual consent. If there is a vacancy, such as by resignation, death, or agreed upon removal, the City and the Association shall act promptly to select enough new members to ensure that the panel contains not less than four (4) active members. On or before January 1st of each year the parties shall meet and confer in regard to reappointment or replacement of the arbitration panel.

6. Final Hearing: Once the hearing date is established, the legal counsel for the City and the Employee may each request one continuance for a period of time not to exceed twenty (20) days. Additionally, the arbitrator may grant other continuances upon a showing of good cause or upon mutual agreement by both the legal counsel for the City and the Employee or his representative. The Employee and the City shall be entitled to representation

by any person of their choice; cross-examination of witnesses; presentation of evidence; authority to compel the production of required papers, documents, evidence, and the attendance of Employees of the City, which production and attendance shall be commanded by the Mayor or the Chief of Police on behalf of the Employee; stenographic or non-stenographic recording of the proceedings and any other procedures needed to ensure a fair and impartial hearing. All issues of jurisdiction or procedural arbitrability shall be decided by the arbitrator before the final hearing. The parties will make every effort to have all preliminary issues heard by submission. The City has the burden of proof, by a preponderance of the evidence, to prove that the discipline imposed upon the Employee was based on just cause and proper under the circumstances.

7. Decision of the Arbitrator: The Arbitrator shall have the authority to interpret the Agreement, to make conclusions of fact based upon the evidence submitted at the proceeding and to apply the contractual provisions to said facts. The jurisdiction of the arbitrator is limited in that he has no authority to add to, subtract from, amend or otherwise change or in any way modify the provisions of this Agreement. The Arbitrator has the authority to sustain the discipline in whole or in part, reverse the discipline in whole or in part, or alter the discipline notwithstanding the ruling in *City of Waco v. Kelley*, 309 S.W.3d 536 (Tex. 2010). In no circumstances is the arbitrator authorized to impose greater discipline than that originally imposed by the City. In cases of termination in which the Arbitrator imposes a suspension in lieu thereof, such suspension shall not exceed the greatest amount of time authorized to be imposed by the City.

The Arbitrator shall, when mutually requested by the legal counsel for the City and the Employee, be required to issue a bench award at the conclusion of the hearing, and in such an event, no legal briefs will be allowed.

The City shall maintain a personnel file on each Employee, which may be used for evidentiary purposes in hearings under this Article.

The decision of the Arbitrator is final and binding upon the Employee and the City. If the suspended or terminated Employee should be re-instated to his position by order of the Arbitrator, then at the discretion of the Arbitrator, the Employee may receive: (a) full compensation at the rate of pay that was provided for his position at the time of his suspension or termination; (b) credit for all PTO lost as a result of the suspension or termination; (c) contributions toward any defined contribution plans lost as a result of the suspension or termination; (d) FMLA credit; (e) seniority; and (f) any and all other relief to which he may show himself justly entitled. If the demoted Employee should be re-instated to his former rank by order of the Arbitrator, then at the discretion of the Arbitrator, the Employee may receive: (a) compensation for ~~50~~ any lost base pay if the Employee's base pay

had been reduced for the time that the Employee's rank was reduced; (b) seniority; and (c) any and all other relief to which he may show himself justly entitled. Should the City refuse to comply with the arbitration award, the Employee shall have the right to proceed to court for purposes of enforcing same and may recover attorney's fees in such an action.

ARTICLE 10

CONTRACT GRIEVANCES

The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties regarding the interpretation of the provisions of this Agreement, matters involving the interpretation, application, or alleged violation of a specific provision of this Agreement shall be subject to this grievance procedure.

A. **STEPS.** A contract grievance shall be handled as follows:

Step 1: The Police Officer shall submit the grievance in writing to the Chief within fourteen (14) calendar days of the Police Officer's actual or constructive knowledge of the occurrence or the event causing the problem. The written grievance must state the grievance and the facts upon which it is based, the date the Police Officer became aware of his grievance, the remedy or adjustment sought, the section(s) of the Agreement violated, and it must be signed by the grieving party. After receipt of the grievance, the Chief shall evaluate the grievance and respond to the Police Officer within fourteen (14) calendar days. Nothing in this procedure prohibits the grieving Police Officer from attempting to informally resolve the grievance with his supervisor(s) or the Chief prior to submission of the written grievance, and the Association and the City encourage such actions.

Step 2: If the Police Officer is not satisfied with the response from the Chief, the Police Officer may submit his grievance to the Association Grievance Committee to determine if a grievance exists. The Association Grievance Committee shall meet, render its decision, and file the notice required under Step 3 within fourteen (14) calendar days of the Step 1 ruling, if the Association Grievance Committee decides that a grievance exists. The Association, beginning with the Step 3 process, shall represent the aggrieved Police Officer. In the event that the Association Grievance Committee decides that no grievance exists, the Association shall notify the Mayor in writing that no grievance exists and there shall be no further action taken under this procedure.

Step 3: If a grievance is believed to exist, it shall be presented in writing to the Mayor. The Mayor or his designee may meet with the grieving Police Officer and the Association representative to discuss and attempt to alleviate said grievance. The Mayor shall submit a written answer to the grievance within ten (10) calendar days of receiving the grievance and advise the chairman of the Association's

Grievance Committee and/or the President of the Association of the response in writing.

Step 4: If the grievance has not been settled at Step 3, the Association shall have fourteen (14) calendar days from the date of the Mayor's decision in which to notify the City that it desires to submit the matter to mediation and/or file a request to arbitrate the grievance. Such a request shall be submitted in writing to the Mayor or his designated representative. Arbitrators for contract grievances shall be selected from a list of up to 5 arbitrators provided by the American Arbitration Association (AAA) under procedures set out by AAA. However, if the City agrees to a mediation request, the City need not request an arbitrator list from AAA until after the mediation is completed. Notwithstanding this provision, the parties may at any time during the grievance process, mutually agree to submit a matter to non-binding mediation.

B. Time Limits.

The parties shall adhere to the time limits as set forth in the procedure. In the event the Police Officer or Association fails to meet the time limits at Step 1 of the procedure, the grievance shall be considered satisfied, and no further action shall be taken. Failure by the City to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next Step. Failure by the Association to meet the time limits at any other Step shall be a determination that the Association is satisfied with the last decision. Any deadline or time restrictions set out in this Agreement with respect to grievance proceedings may be modified by written agreement of the parties. However, neither party may be compelled to waive its right to insist upon the deadline and time restrictions provided herein.

C. Discovery

All discovery requests must be made by the Association in writing to the City no later than the 21st day before the date scheduled for the hearing. The City must provide complete responses to the Association's discovery requests within seven (7) days of service of the request. Disputes regarding discovery will be resolved by the arbitrator. The City shall have the right to make discovery requests to the Association no later than the 21st day before the date scheduled for the arbitration hearing. The Association must provide complete responses to the City's discovery request within seven (7) days of the service of the request.

D. Witness Lists & Exhibits

Upon request of a party, the other party will provide a list of witnesses and copies of their numbered or lettered exhibits no later than the 7th day before the final hearing of the grievance.

E. Decision of Arbitrator Final

The Arbitrator to whom any grievance shall be submitted in accordance with the provisions of this Article shall have the authority to interpret the Agreement and make conclusions of fact. The decision of the Arbitrator is final and binding upon the Association and the City.

F. Payment of Arbitration and/or Mediation

The cost of selecting and engaging an arbitrator for any arbitration required by this article, or the costs of selecting and engaging a mediator for a mutually agreed upon mediation, shall be split evenly between the parties. Nothing herein prevents the arbitrator or mediator from requiring the parties to prepay costs in advance. Each party shall be responsible for his own cost and expenses incurred during the arbitration or mediation process, including but not limited to their attorney's fees.

ARTICLE 11

SAFETY AND EQUIPMENT

SECTION 1. Equipment.

The City shall maintain at all times an adequate quantity of modern, marked and plain vehicles, and other essential equipment in sound working condition to ensure a safe workplace and for each Employee to maximize his potential in support of the Department's prime objectives of public safety. Management shall be responsible for determining the quantity, quality, and specifications of such equipment.

The City shall provide each Employee with a properly fitted bulletproof vest without unreasonable delay subsequent to employment. Vests shall be replaced every five (5) years, or at intervals recommended by the National Institute of Justice.

SECTION 2. Clothing and Equipment.

A set of uniforms shall be provided to each Employee upon entering the Department. A set shall consist of five (5) short sleeve shirts, five (5) long sleeve shirts, five (5) pair of pants, one (1) set of BDUs, one (1) coat, one (1) pair of boots and one (1) raincoat. Uniformed Employees shall be provided with leather gear and other equipment, including handcuffs, flashlight, batteries, etc. Purchasing of said equipment shall be the sole responsibility of the City and at no time shall any Employee be allowed to purchase equipment without the permission of the Chief of Police or his designee. The total cost of uniform or equipment replacement shall not exceed four hundred (\$400.00) per year, except in the case of the initial provision of uniforms and equipment for new Employees.

The Employee will be provided with a duty firearm as designated by the Chief of Police. All of the above clothing and equipment shall be replaced by the City as needed for normal wear and tear. The City may require that worn and damaged equipment be turned in upon replacement.

Employees assigned to non-uniformed duties as their regular duty shall be entitled to receive reimbursement for the ordinary and necessary expenses in obtaining appropriate clothing, leather gear and equipment to be worn on duty in an amount not to exceed eight hundred (\$800.00) per year. All expenditures must be substantiated and the explanation and receipts for such expenditures shall be submitted within sixty (60) days of the expenditure. Employees will submit tax-exempt documentation to vendors and make every effort to purchase from vendors who will complete the documentation. However, if unable to consummate the sale as a tax-exempt purchase, they will be reimbursed for the full cost of qualified purchase.

All non-uniformed Employees shall comply with the dress code established in the approved Police Manual.

SECTION 3. Ammunition/Gun Qualification

In addition to the ammunition provided by the department for mandatory in-service firearms training, each Officer is entitled to 50 rounds of 9mm caliber ammunition per year.

SECTION 4. Ammunition/Gun Qualifications

The City shall supply sufficient rounds of ammunition for Officers' in the gun he carries while on duty, in the amount as determined by the Chief.

The City shall provide ammunition for target practice/gun qualification in the amount determined as necessary and appropriate by the Chief for such purposes. The City shall allow Officers to qualify with their weapons during duty hours. The City agrees to purchase industry-standard law enforcement ammunition for all department-approved weapons.

ARTICLE 12

SENIORITY

SECTION 1. Seniority Rights.

City seniority shall only establish rights within a department pertaining to transfer, promotion, or layoff. Seniority will be a factor in transfers, promotions, or layoffs. In making transfers, promotions, or layoffs, the person having greater seniority will be given preference when, in the opinion of the Chief, the skills and qualifications of those eligible for the transfer, promotion, or layoff are equal.

SECTION 2. Transfer of Seniority.

When an Employee transfers from one city department to another city department, he loses all seniority accumulated in the previous department. Such an Employee will not lose City seniority. The City shall maintain an up-to-date seniority list. The seniority list shall include City seniority and the Employee's most recent date of entry into the department as a regular Employee.

ARTICLE 13

OFF-DUTY EMPLOYMENT

Off-duty employment is a privilege, not a right. Therefore, only Employees in good standing with the Department will be permitted to engage in off-duty employment. Authorization for off-duty employment will be approved at the discretion of the Chief.

Off-duty employment shall be permitted consistent with the guidelines established by the Chief.

Employees shall submit a written request through the chain of command for permission to engage in off-duty employment and shall receive prior approval from the Chief of Police or Assistant Chief before beginning off-duty employment. The Chief may establish rules and restrictions regulating off-duty employment as a condition for approval thereof, or continuation of off-duty employment

Regular full-time members of the classified services shall be permitted to work part-time for other employers subject to the provisions of this policy, Full-time employees must recognize that their primary duties are to the Town of Horizon City. Employees are subject to call at any time for emergencies, special assignments, or overtime, and the obligations of outside employment are always subordinate to the needs of the City.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, and tardiness, leaving early, refusal to travel, or refusal to work overtime. If outside work activity causes or contributes to job-related problems, it must be discontinued and, if necessary, normal disciplinary procedures will be followed to deal with the specific problem.

If off-duty employment is approved by the Chief, Employees shall be allowed to utilize the Horizon City Police Uniform and personal equipment in compliance with applicable Police Department policies and procedures.

Employees are advised that they should determine what Workers' Compensation benefits, liability protection, or legal representation are available from their secondary employers.

ARTICLE 14

PROMOTIONS

SECTION 1. General.

The City shall solely determine whether any vacant position in any rank will be filled or eliminated. The promotional process described in Section 2 below shall not be applicable to filling the Assistant Chief's and the Commander's positions. The Assistant Chief and the Commander shall be selected by the Chief and shall serve at the pleasure of the Chief and may be demoted from said positions at the Chief's discretion. In such event, such Employee shall normally be returned to the position from which the Employee was appointed, and such Employee's salary shall be in accordance with that position. If the Chief demotes such Employee to a position lower than that from which such Employee was appointed, such Employee retains all rights to file a grievance regarding said demotion in accordance with Article IX. An arbitrator shall have the power or authority to restore such Employee to the position from which the Employee was appointed, but no higher.

As positions become vacant, notice of the job opening will be posted at the Police Station at least thirty (30) days in advance of the date of the examination. The posting notice shall also identify all materials from which the examination is drawn and the source for all such materials.

SECTION 2. Oral Interview Panel.

Following the determination regarding which applicants meet the minimum qualifications as stated in the City's job description for the position being filled, the Chief or his designee shall select two (2) individuals who are active law enforcement Officers, from outside law enforcement agencies, with a rank equal or higher than the position being filled, who shall conduct an oral interview of the candidates. Additionally, the President of the Association or his designee shall sit on the oral board as the third (3rd) member of the interview panel.

A structured approach shall be utilized in order that the same issues and questions are applied to each candidate and all issues are to be job-related. The City, through the Chief, shall provide the questions to be utilized and the issues to be covered. Each interviewer shall rate the candidate on the basis of a scale of one to five, with one being the lowest and five being the highest. During the oral interview, the questions asked shall be used to rate the candidate on appearance, content, communication skills, and presentation. The average of the three interviewer's rating shall be used as the oral interview score and a list of the top three candidates will be created and be submitted to the Chief who then shall make a selection from this list of three. Provided however, if more than seven Employees participated in the oral interviews, a list of the top five candidates will be created and the Chief shall make a selection from this list of five.

In the event that the Panel unanimously determines that none of the interviewed Officers are qualified to be promoted, the Panel may recommend to the Chief that someone from outside the Department be employed to fill the vacancy.

SECTION 3. Voluntary Demotion.

In the event that an Employee requests a voluntary demotion to an open or vacant position, the Chief, upon determining that such Employee meets the minimum qualifications as stated in the City's job description for the open or vacant position, may choose to demote and appoint such Employee to the position without going through the oral interview process provided in Section 2. Before assuming the new position, such Employee shall agree to and sign a waiver of his rights to file a grievance or appeal the demotion.

SECTION 4. Probationary Period for Supervisors.

Upon receiving a promotion, the Employee shall be on probation for six months. During the probationary period, the Chief may, upon making a determination that the Employee is not performing to acceptable standards, demote the Employee. In such event, the Employee shall normally be returned to the position from which the Employee was appointed and the Employee's salary shall be in accordance with that position. If the chief demoted the Employee to a position lower than that from which the Employee was appointed, the Employee retains all rights to file a grievance regarding said demotion in accordance with Article IX. An arbitrator shall have the power or authority to restore the Employee to the position from which the Employee was appointed, but no higher.

SECTION 5. Promotional Minimum Increase.

Upon receiving a promotion to a new rank, the Employee will be placed in the first grade level in the rank that results in an increase in salary from the grade and rank held before the promotion.

ARTICLE 15

DRUG-FREE WORKPLACE

SECTION 1.

As required in compliance with the Texas Workers ' Compensation Act and the Federal Drug-Free Workplace Act of 1988, as amended, the City and the Association adopt the following policy for the purpose of elimination of drug abuse in the workplace.

It is the goal of the City to provide a work environment that is free from the use, sale, possession or distribution of controlled substances or illegal drugs, and free from the abusive use of legal drugs or alcohol. The City will take reasonable measures to ensure that Employee alcohol and drug use does not jeopardize the safety and health of other Employees, the public, the success of the city business or our constituent relationships. Employees are absolutely prohibited from using, selling or transferring any controlled substance or drugs while on city property or while performing services pursuant to their employment with the City. Employees are prohibited from reporting to work or from performing any work for the City while impaired by or under the influence of a controlled substance, drug or alcohol.

SECTION 2.

For the purposes of this policy, controlled substances are defined as, but not limited to, illegal drugs, any hallucinogenic substances and any non-prescription depressants or stimulants. For the purposes of this provision, the term "drug" also includes alcoholic beverages, prescriptions and illegal inhalant drugs. This provision does not prohibit the use of prescription drugs when taken as directed by an Employee's doctor(s) unless the prescription drug impairs the Employee's ability to perform his job duties effectively and safely, nor does it prohibit the moderate use of alcohol at City-sponsored social events or business development functions.

SECTION 3

The City will test for presence of alcohol and illegal drugs when there is reasonable cause (i.e. following a work related injury). As a condition of employment, Employees may be required to submit to drug tests under circumstances that include, but are not limited to, the following:

- A. Incident to investigations of accidents resulting in bodily injury or property damage;
- B. Where, in the City' s opinion, violations of safety rules or procedures are suspected;
- C. Where, in the City' s sole discretion, there is reasonable cause to believe an Employee has been engaging in illegal drug use at any time, or working under the influence of alcohol; and

D. On a periodic basis for Employees who return to work after participation in a rehabilitation program.

If there is sufficient cause for an Employee to be sent for substance testing, the Employee can be removed from the job until the results of the test have been received. Should a test return with positive results, the City reserves the right to discuss the results with the Employee. Any Employee(s) found to be in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Refusal by an Employee to complete and sign the substance testing form, to provide an adequate amount of breath, body fluids or otherwise refuse to cooperate may subject the Employee to further disciplinary action, up to and including termination of employment.

SECTION 4.

The City will contract, when necessary, with certified laboratories that are required to maintain Employee test records in confidence. The laboratory shall disclose information related to the results of the drug test of an individual to the individual, to a Human Resources representative and to the Chief of Police only. An Employee subject to testing is entitled, upon written request, to obtain copies of any records pertaining to the Employee's use of alcohol and illegal drugs, including any records pertaining to his or her substance tests. The City will promptly provide the records requested by the Employee.

An Employee may request help for a substance abuse problem before job performance is impacted. The availability of any rehabilitation programs is governed by the terms of the health insurance policy in effect for all Employees. Employees who voluntarily apply for participation in a rehabilitation program shall not be subject to discharge provided the Employee seeks assistance prior to being tested for the use of substances covered by this policy and before the City has reason to believe the Employee has violated the policy.

Due to the nature of the City's operations and variations necessary to accommodate individual situations, the provisions of this policy or of any related policies, practices, or guidelines may not apply to every Employee in every situation. The City reserves the right, within the requirements imposed by federal, state or local government, to rescind, modify or deviate from this or any other policy, practice, or guidelines as it considers appropriate in its sole discretion in either individual or citywide situations with or without notice.

A Human Resources representative will schedule substance testing. The Employee will be notified by the Human Resources representative when and where to report for testing. If an Employee recognizes a substance abuse problem, they should contact their private physician for assistance. The Employee may also request assistance through the Human Resources department.

ARTICLE 16

REIMBURSEMENT FOR LOST OR DAMAGED ITEMS

SECTION 1.

An Officer may file a written request with the Chief or his designee for reimbursement for items of a personal nature that are lost or damaged as a result of work-related activity. Except in the case of the Officer's incapacity or required travel out of town, the request must be submitted within five days, in writing, after the incident that resulted in the loss/damage, and the request must be accompanied by a clear explanation of the circumstances of the loss, damaged or stolen property.

Reimbursement is limited to \$300.00 per occurrence, except for a firearm, in which case the limit is \$650.00. The replacement item must be purchased within 30 days of the date the original item was lost or damaged and the receipt must be submitted to the City within 10 days of purchase unless prior approval of the Chief has been obtained for a different time frame for purchase and submission.

SECTION 2.

The City may, at its option, replace the item with an item of comparable worth and quality.

SECTION 3.

Reasonable proof of value (such as receipt, canceled check, seller's statement, or catalog information), satisfactory to the Chief, must be provided within thirty (30) days after the occurrence and no payment shall be authorized without such proof.

ARTICLE 17

TRAINING AND CONTINUING EDUCATION

SECTION 1.

A training committee shall be established to make recommendations on training and continuing education for Officers. The committee shall consist of the Chief of Police, the President of the Association or his designee and the Training Officer. The committee shall meet as necessary to make recommendations to the Chief as to training. However, all training decisions shall be totally within the discretion of the Chief.

SECTION 2.

The City shall make core training courses, as designated by TCOLE, and necessary for the continuation of an Officer's certification, available to all Officers. All classes that are offered at no charge in the local and surrounding communities shall be exhausted first before any out-of-town training is approved.

SECTION 3.

In addition to the annual in-service training mandated by the Texas Commission of Law Enforcement (TCOLE), each Officer may attend up to forty (40) hours per year of TCOLE-approved training during on-duty hours.

ARTICLE 18

PERSONNEL FILES AND SEPARATION

SECTION 1. Badge upon Separation.

Each Officer who honorably separates from the Department after 20 years of service shall be given his badge at no charge. An Officer who separates honorably before their 20 years of service shall have the option to buy his/her badge for the sum necessary to replace the badge at then current prices.

SECTION 2. Service Handgun Upon Separation.

Upon Retirement, each Officer who retires/honorably from the force shall have the option to purchase their service handgun. For the sum necessary to replace the handgun at then current prices. The service handgun will be purchased by bill of sale to keep a track of serial number by the City.

SECTION 3. Permanent Personnel File.

The Human Resources Manager shall maintain one permanent personnel file of all Employees. Nothing herein shall preclude the Chief from maintaining an administrative investigatory file or other private administrative file. The Personnel file must contain any letter, memorandum, or document relating to:

A. A commendation, congratulation, or honor bestowed on the Employee by a member of the public or by the employing Department for an action, duty, or activity that relates to the person's official duties;

B. Any misconduct that resulted in disciplinary action by the Department in accordance with this Agreement. The personnel file shall not contain any information relating to any alleged misconduct by the Employee if the final resolution of the entire matter was held to be not sustained, unfounded or reversed in its entirety by an Arbitrator. In the event that an Arbitrator reduced the disciplinary action taken, the personnel file shall reflect the Arbitrator's decision. A letter, memorandum, or document relating to the alleged misconduct by the Employee may not be placed in the person's permanent personnel file if the Department determines that there is insufficient evidence to sustain the charge of misconduct; and

C. The periodic evaluation of the Employee by a supervisor.

A letter, memorandum, or document relating to the alleged misconduct by the Employee that is placed in the person's permanent personnel file as provided herein and did not result in disciplinary charge or hearing shall be removed from the Employee's file if:

1. The disciplinary action was taken without just cause; or

2. The charge of misconduct was not supported by sufficient evidence.

The Employee is entitled, on request, to a copy of any letter, memorandum, or document placed in his permanent personnel file. The City may charge the Employee a reasonable fee not to exceed actual cost for any copies provided under this subsection.

Provided another written reprimand for the same offense has not been issued against an Employee during the two year time period from the date of issuance of the first written reprimand; a written reprimand shall be removed of an Employee's personnel file after 2 years.

ARTICLE 19
WAGES AND COMPENSATION

SECTION 1.

All wages, monetary supplements, and other monetary benefits are contained in this Article.

SECTION 2.

Effective October 1, 2024 the pay scale on Exhibit "A" attached hereto and made a part hereof shall be in effect. Prior to the effective date, the City Human Resources Manager will advise each Employee which grade they are currently in and their Base Pay will be adjusted accordingly to be effective on October 1, 2024. Thereafter, adjustments to Grade and Base Pay will be made every other year and continue regularly every other year on October 1st during the term of this Agreement. These adjustments are made based upon time of service and will be automatic.

During FY 2024-2025, each employee will be evaluated on or after the anniversary of their last promotion.. The evaluations will continue regularly and annually during the term of the Agreement..

SECTION 3.

In the event that the Chief wishes to establish a Commander position as included within Exhibit "A" he shall give thirty days written notice to the Association of the date on which the position will be established. The promotion process set forth in Article 14 shall apply to the Commander position.

SECTION 4. FTO Pay.

The City agrees to pay each Officer assigned to perform Field Training Officer duties an additional sum of \$1.00 per hour while performing said duties. The Chief shall have the right to establish criteria for the selection of Officers to be assigned as Field Training Officers. The Chief shall determine the number of Field Training Officers needed and may reduce or increase the number of assignments depending upon the needs of the Department.

SECTION 5. Longevity Pay.

- A. Longevity pay in the amount of \$96.00 per year of departmental service, up to a maximum of 25 years, shall be paid on a bi-weekly basis with the Officer's regular pay.
- B. It is expressly understood and agreed that this section shall be entitled to preemption including but not limited to the provision of §141.032 of the Texas Local Government Code.

SECTION 6. Education and Certificate Pay.

Effective October 1, 2013, an Employee shall be entitled to either Certificate pay, or Education pay, at the highest qualifying rate, but shall not be entitled to both. Education pay

shall only be payable for degrees or college credits from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, or the Western Association of Schools and Colleges (Reference: TCOLE Rule 211.1(a)(3), as modified by the Commission from time to time). Employees hired on and after October 1, 2013, will not be eligible for either education or certificate pay until their one-year anniversary date.

It shall be the Employee's obligation to notify the Police Chief and provide documentation regarding the certificate(s) and/or degree(s) or amount of college credit held by the Employee. The Employee shall make such notification within 30 days of obtaining one of the listed certificates or degrees below or upon meeting the required amount of college credit. An Employee making such a timely notification shall receive the applicable pay dating from the date the certificate, degree, or credit is obtained, or in the case of a new hire on their one-year anniversary date. An Employee who fails to make such a timely notification shall receive the applicable pay from the date of notification to the Chief.

- A. Certificate Pay
 - 1. Each Employee holding an Intermediate TCOLE Certificate shall be paid one hundred dollars (\$100.00) per month. Each Employee holding an Advanced TCOLE Certificate shall be paid one hundred twenty-five dollars (\$125.00) per month. Each Officer holding a Master TCOLE Certificate shall be paid one hundred fifty dollars (\$150.00) per month.
- B. Education Incentive Pay
 - 1. Each Employee holding an Associate's degree or sixty (60) hours of college credit shall be paid one hundred dollars (\$100.00) per month.
 - 2. Each Employee holding a Bachelor's degree shall be paid two hundred dollars (\$200.00) per month.
 - 3. Each Employee holding a Master's degree shall be paid three hundred dollars (\$300.00) per month.

SECTION 7. Shift Differential.

The Chief may, at his discretion, implement 10- or 12- hour shifts. In the event such shifts are implemented, the Employees assigned to work the extended hour shifts will be entitled to shift differential pay of one dollar (\$1.00) per hour for only those hours actually worked between the hours of 6:00 pm and 6:00 am.

While working traditional eight 8-hour workdays the following shift differentials will apply:

- A. While working the evening/swing shift, Officers shall be paid a shift

- differential of one dollar (\$1.00) per hour.
- B. While working the graveyard shift, Officers shall be paid a shift differential of fifty cents (\$.50) per hour.
 - C. Overtime is paid based on the shift the Officer was assigned to and worked that day.
 - D. An Officer working a special shift that overlaps two of the regular shifts shall be paid based on the highest applicable shift differential for the time worked that is entitled to the shift differential.
 - E. This provision shall apply in lieu of any City policy applicable to shift differential for any other Employees.

All holiday pay will only be based upon an eight 8-hour workday, regardless of whether the Employee is working a 10- or 12-hour shift. Officers wishing to take time off on an actual holiday will need to supplement this time with an additional 2 or 4 hours paid time off leave or comp time leave or utilize part of the 8 hours each work cycle which must be spent (unpaid) to ensure that the proper number of hours are worked each pay period.

In the event the Chief of Police implements a 10-12 shift schedule, overtime will be calculated according to Article 20 Section 2 - Overtime (hours paid).

SECTION 8. Instructor Pay.

An Officer who holds an active Instructor Certificate by the Texas Commission on Law Enforcement (TCOLE) shall be paid a differential of one dollar (1.00) per hour while conducting training approved by the Chief, provided by the Department, and on a topic approved by TCOLE.

SECTION 9. Specialized Assignments Pay.

- A. The Chief may authorize assignment pay for police Officers who perform specialized functions in their respective departments.
- B. Officers who are to perform specialized tasks for the department shall be paid an additional \$75.00 per month.
- C. All specialized tasks only qualify for one payment of \$75.00 per month.
- D. If an Officer is assigned to more than one special task it is still observed as one specialized assignment pay.

1. **Hostage Negotiator:** An Officer designated by the Chief who is trained by the FBI, EPSO, and DPS Teams. The negotiator generally is deployed wherever there may be an armed, barricaded subject and intervenes in crisis situations to minimize the potential for loss of life by attempting to resolve incidents using negotiation skills.

2. **Special Traffic Investigations:** Officers assigned these duties receive highly technical training specific to vehicle crash investigations requiring additional skills not normally present with a regular patrol. This designation does not include DDACTS assignments or Officers assigned to the traffic enforcement unit.

3. **Strategic incidents Team:** A professionally trained and highly equipped team of Officers designated by the Chief prepared to safely manage or assist in potentially hazardous incident, that include but not limited to, the delivery of barricaded subjects, hostage situations, high-risk warrant service, and suicidal subjects. Officers must qualify by passing a serious of rigorous physical test incorporating technical and firearm skills.

4. **Honor Guard:** The Honor Guard serves as a formal ceremonial unit participating in flag-raising ceremonies, parades, memorials, police funerals, as well as providing the Horizon City and Police Department with spirit corps. The Honor Guard members receive specialized training, standardized by U.S. Border Patrol.

5. **Crisis Intervention Team:** A law enforcement officer with additional specialized training in crisis intervention provided by the Texas Commission on Law Enforcement. The Mental Health program augments the state’s crisis response by diverting people in need of behavioral health crisis services away from hospitals and jails to effective and less community-based health treatment.

6. **CSAR (COMSAR) is otherwise known as El Paso County Search and Rescue Team:** The search for and provision of aid to people who are in distress or imminent danger.

On or before the commencement of each fiscal year (October 1), the Chief will designate which Officers are eligible to receive Specialized Task Pay for the upcoming fiscal year. The designation will continue through the end of the fiscal year unless an Officer becomes disqualified to serve in that capacity because of lapsed certification or training or at the Chief’s discretion based upon personnel transfers or needs of the Department

SECTION 10. Monthly Paid Compensation.

It is expressly understood and agreed that the City reserves the right to prorate and pay all monthly payments in biweekly equivalents.

SECTION 11. Temporary Assignment Pay.

“Temporary Assignment Pay” refers to additional compensation provided to an employee who is temporarily assigned/required to perform the duties of a higher-class title that requires specialized skills or involves additional responsibilities.

An Officer qualifies for temporary assignment pay, when an officer is temporarily assigned to a higher-class level for more than one pay period in any calendar year. The temporary assignment pay will be effective the next pay period after Officer completes one entire pay period in the higher-class level. This requires pre-authorization from the Chief of Police.

The Officer working at a higher-class level approved by the Chief will only be authorized compensation for rank one step above the Officer’s permanent rank (e.g., police officer to

detective/corporal, detective/corporal to sergeant, sergeant to lieutenant, etc.).

Any Officer whose employment is terminated by death, resignation, or retirement while receiving Temporary Assignment Pay shall be paid the Officer's accumulated Compensatory Leave, PTO and PTO Bank at the compensation rate appropriate for the Officer's permanent rank.

ARTICLE 20

HOURS OF WORK, OVERTIME, AND COURT TIME

SECTION 1. Hours of Work.

Employees are normally scheduled to work 40 hours per week as scheduled by the Chief or his designee, but nothing in this Agreement shall constitute a minimum or maximum number of hours of work in any day or week. The maximum number of hours of work including extra duty employment in a day is 16 and shall not exceed 65 hours per week. A meal break and rest break may be taken during the Employee's shift in compliance with the Rules and Regulations of the Department.

SECTION 2. Overtime.

For Employees assigned to work a standard 40-hour schedule, computation of overtime and compensatory time shall be in accordance with the FLSA.

In the event the Chief establishes a 10 or 12-hour schedule for the duration of this Agreement, the policy applicable to the computation of overtime and compensatory time shall be as follows:

Non-exempt Employees, in accordance with the FLSA, are eligible to receive overtime pay or compensatory time in lieu of direct compensation equal to one and one-half (1 ½) times their regular hourly wage for hours worked over eighty-four (84) hours on a bi-weekly basis.

Additionally, non-exempt Employees are eligible to receive overtime pay of two and one-half (2 ½) times their regular hourly wage for hours worked on a city-designated holiday. The election to receive overtime or compensatory time in lieu of direct compensation for overtime pay is made by the Employee each pay period. Overtime is based on hours worked.

At the expiration of this Agreement, the policy applicable to the computation of overtime and compensatory time shall be as provided in the Town of Horizon City Employee Policy Manual or as otherwise further negotiated and agree to by the parties.

SECTION 3. Court time.

- A. An Officer who attends court more than one hour before the start of his regularly scheduled shift shall receive a minimum of three (3) hours compensation at time and a half.
- B. If the Officer attends court one hour or less before the start of his regularly scheduled shift, the Officer shall receive one (1) full hour of compensation at time and one half.
- C. An Officer who attends court after his regularly scheduled shift has ended shall receive a minimum of three (3) hours compensation at

time and one half.

- D. If the Officer's court assignment begins during his regularly scheduled shift but continues beyond his normal duty hours, the Officer will only be entitled to the actual amount of overtime hours worked.

SECTION 4. Miscellaneous.

- A. Non-exempt Officers who are off-duty and receive notification to return to duty status more than one hour before their regularly scheduled shift or more than thirty minutes after the conclusion of their regularly scheduled shift, shall receive a minimum of three (3) hours of compensation at time and one half.
- B. The City will pay compensation to non-exempt Employees for on-call time at the rate of credit for seven (7) hours worked for each week on-call.
- C. The policy regarding Daylight Savings Time be revised so that Officers working the third (3rd) shift will be paid 8 hours on the date that Mountain Daylight Savings Time is effective in the Spring of each calendar year, and overtime for one (1) additional hour of work during the date in which the Mountain Standard Time become effective in the Fall of each calendar year.
- D. For the purposes of this Article 20, as of October 1, 2024, the Commander and Assistant Chief shall be considered exempt from under FLSA and shall not be eligible for overtime under this Agreement.
- E. Officers must request proposed days off changes to the Department per departmental procedure. If an operational need arises that requires an officer to work on his or her scheduled days off, the City will provide the most notice reasonably possible.
- F. If an Officer is scheduled to work on a holiday but the department determines that the Officer is non-essential, then providing the Officer with the holiday off is not a violation of this provision.
- G. Except for normal shift rotations, for assignment changes that are determined far enough in advance, the department will provide a seven (7) calendar-day notice to the affected Officer. Advance notice of assignment change is not required if prior notice is not in the best interest of the department in an emergency situation. Advanced notice of the assignment change may be waived by the Officer.

ARTICLE 21

HOLIDAYS, PTO AND BEREAVEMENT LEA VE, AND STRESS MANAGEMENT

SECTION 1. Paid Time Off.

Employees should have the opportunity to enjoy time away from the workplace to help balance their lives. Taking some time away from work is essential in maintaining quality performance, job efficiency, and health. A designated Paid Time off(PTO) plan that combines traditional time off benefits. Employees may use this for any reason in accordance with the procedures established in this section.

This bank of time does not include the designated holiday schedule. Other time off due to bereavement, military, or jury duty is also considered separate from the PTO policy.

PTO must be scheduled in advance, with the supervisor's approval. PTO will not be approved for any day in which the Employee is scheduled to appear for court, except to the extent necessary to address illness, medical issues, or emergency situations. The only exception to this requirement is an illness or other emergency that you cannot predict in advance. The supervisor will approve the request for non-emergency PTO based on considerations like workflow, operational requirements, business needs, and length of service. Officers are accountable and responsible for managing their own PTO hours to allow for adequate reserve to meet paid time off needs.

If the Employee is unable to use the full PTO allotment during the year, the Employee may be eligible to roll accrued, unused PTO hours into their PTO Bank. The overall maximum number of hours that may be rolled over and carried in the PTO Bank is 1,200 hours for Employees hired before October 1, 2024, and 800 hours for Employees hired after October 1, 2024.

While the Employee's preference will be accommodated when feasible, there may be times when, due to business considerations, the Employee may need to take PTO on days other than preferred ones. The direct supervisor needs approval from the Mayor to rollover any accrued, unused PTO not eligible for rollover into the PTO Bank to an active Employee.

SECTION 2. Payment of Paid Time Off bank (PTO) on Separation.

Separation pay for accrued PTO will be paid only to Employees with at least six (6) years of actual service who separate in good standing. An Employee shall not be considered to have separated in good standing if he is indefinitely suspended or leaves the Department in lieu of termination. The maximum accrued PTO payable will be 1,200 hours for Employees hired before October 1, 2024, and 800 Hours for employees hired after October 1, 2024.

SECTION 3. PTO Accrual Rates and Carryover.

PTO Schedule for Regular Full-Time Employees

PTO Accrual

Accrual Rate: Paid Time Off (PTO) accrual is based on the employee's length of service (Hire Date/Anniversary Date) with the city. Accrual rates are as follows:

PTO Schedule for Regular Full Time Employees

	Years of Service/Length of Service	Annual Paid Time Off Allotment	Max PTO Leave Bank Carryover Per Year
A	Date of Hire to 1 year Anniversary	80 hours accrued at 3.077 hours per pay period	80 hours
B	1 year Anniversary to 5 years	160 hours accrued at 6.154 hours per pay period	80 hours
C	6-year anniversary	168 hours accrued at 6.462 hours per pay period	80 hours
D	7-year anniversary	176 hours accrued at 6.769 hours per pay period	80 hours
E	8- year anniversary	184 hours accrued at 7.077 hours per pay period	80 hours
F	9-year anniversary	192 hours accrued at 7.384 hours per pay period	80 hours
G	10-year anniversary	200 hours accrued at 7.692 hours per pay period	80 hours
H	11-year anniversary	208 hours accrued at 8.000 hours per pay period	80 hours
I	12-year anniversary	216 hours accrued at 8.308 hours per pay period	80 hours
J	13-year anniversary	224 hours accrued at 8.615 hours per pay period	80 hours
K	14-year anniversary	232 hours accrued at 8.923 hours per pay period	80 hours
L	15 or more years of service	240 hours accrued at 9.231 hours per pay period	80 hours

SECTION 4. Bereavement Leave.

- A. Funeral Leave for an Immediate Family Member. When a death occurs in an Employee's immediate family, all regular full-time Employees may take up to four (4) days off with pay to attend the funeral or make funeral arrangements. The days off must be consecutive and must be taken within one week after the death occurs. The City requires verification of the need for the leave. Immediate family members are defined as an Employee's spouse, parents, stepparents, siblings, children, stepchildren, foster children, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. Spouse includes a common-law spouse and a person with whom the Employee lives in a similar relationship.

- B. Funeral Leave for an Extended Family Member. All regular, full-time Employees may take up to two (2) days off with pay to attend the funeral of an extended family member. Extended family members are defined as an Employee's stepsiblings and step- grandchildren, an aunt and uncle by consanguinity (blood) or affinity (marriage), and a first cousin, niece, and nephew by consanguinity.

- C. Additional Time Off. The City understands the deep impact that death can have on an individual or a family therefore additional non-paid time off (or paid time off from an Employee's personal annual allotment) may be granted. The additional time off may be granted depending on the circumstances such as distance and the individual's responsibility for funeral arrangements.

SECTION 5. Holidays.

The designated holidays are as follows:

Day*	Date
New Year's Day	January 1
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Officers working shifts will be given an additional day off if the holiday falls on his regularly scheduled day off.

Each Officer will be entitled to one 8-hour floating holiday per fiscal year. The floating holiday can be taken in coordination with the Officer's supervisor anytime during the year. In the event the Officer is assigned to a 10- or 12-hour shift, the time off over the 8 hours floating holiday must be charged against the Officer's PTO balance. It shall be each Officer's responsibility to schedule and take their floating holiday. If not used, the Floating Holiday will expire at the end of each calendar year and will not be carried over.

If the City provides non-bargaining unit Employees with an additional holiday, Employees who are members of the bargaining unit shall receive the additional holiday. An Employee must work the scheduled workday before and after a holiday to receive holiday pay unless the absence is due to:

Personal illness or injury which can be substantiated;

- A. Approved PTO;
- B. Jury Duty; or
- C. Family Death.

Holiday hours have no cash value upon termination. Holiday hours are considered "hours worked" and are therefore included in the calculation of overtime.

SECTION 6. Administrative Leave.

Officers may be granted Administrative Leave based on participation in a City or departmental program that awards Administrative Leave to program participants or for any purpose or event authorized by the Chief.

SECTION 7. Stress Management.

Both the City and the Association believe that it is to be their mutual benefit to have the stress management services set forth in this Article available to Officers when the Chief has determined that such services will benefit the Officer and the City.

- A. The City will, on an independent contract basis, engage the service of qualified individuals to provide individual counseling services for Officers (hereafter designated as an "expert") under the following circumstances and conditions:
- B. The Chief may require an Officer to participate in individual counseling services provided by the expert as part of a behavioral cause investigation or a post-trauma referral.
 - 1. A behavioral cause investigation is an after the fact referral made when, during the course of an administrative investigation, the Police Chief determines there is a reasonable belief that such exam or assistance is necessary for the continued employment of the Officer. The Employee shall be given the opportunity to confer with an Association representative prior to an examination ordered under this provision.

2. A post trauma referral occurs when an Officer, in the performance of his duties, has been involved in the shooting of another individual , where the Officer has been exposed to any incident or situation where another may have suffered injury or death, or where the Officer has been involved in any other situation that the Chief determines to be of such a serious nature such that referral will benefit the Officer and/or the Department.
 - i. In cases where an Officer, in the performance of duties, has been involved in a shooting, the expert and another person of the Officer's choice will be immediately notified and allowed immediate access to the Officer involved.
- C. All conversations between the Officer and the expert performing the individual counseling services shall be considered privileged as to the Officer. When the expert has concluded that the Officer constitutes a clear danger to himself or others, the expert shall immediately notify the Chief of said danger. The expert shall only report to the Chief only compliance or noncompliance with the order to submit to evaluation and/or compliance or noncompliance with treatment of the expert. The expert shall also, at the appropriate time, report to the Chief that either the maximum individual counseling sessions have occurred or that no further participation by the Officer is required.
- D. The services of the expert shall be designed to provide assistance to the Officer, under the circumstances set forth herein, in order to manage problems of stress affecting the ability of the Officer to effectively perform the duties of a police Officer. It is not the intent of this Article to provide counseling services in areas other than that which directly affect the Officer.
- E. The costs involved in the evaluation and treatment of any Officer who is required to participate in the services shall be paid by the City as follows: The first five individual counseling sessions shall be paid by the City. Upon approval by the Chief, additional individual counseling sessions, not to exceed an additional three (3) sessions, shall be paid by the City.
- F. The provisions in this Article shall not be constructed as preventing the Chief from requiring independent evaluation of an Officer by an appropriate expert of the Chief's choice under appropriate circumstances and conditions.

ARTICLE 22

REEMPLOYMENT

A former Employee may be considered for reemployment if performance reviews and other performance documentation from the prior period of employment indicate acceptable prior performance, and the applicant meets the requirements of the position for which he or she has applied. Reemployment is not automatic.

A former Employee who is reemployed following a break-in-service in excess of 30 days other than an approved leave of absence will be considered a new Employee at the time of reemployment and will be on probation for 90 days and subject to disciplinary action including termination in accordance with the provisions in Article 2, #23 and Article 9, Section 2A. Any rehired Employee who has been separated for 12 months or less will be re-credited with prior service for purposes of PTO and other policies based on service. Rehired Employees who have been separated for more than 12 months will not receive credit for prior service.

Re-eligibility for applicable Retirement Plans and or Health and Welfare plans is governed by the specific plan provisions.

ARTICLE 23

CLOSING STATEMENTS

SECTION 1

No agreement, understanding, alteration or variation of the Agreement, its term or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. The failure of the City or the Employees to insist in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the City or the Employees to future performance of any such term or condition, and the obligations of the City and the Employees as to such future performance shall continue in full force and effect.

SECTION 2

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained.

SECTION 3

If any provision of this Agreement is found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of the Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

THE PARTIES HAVE SIGNED THIS COLLECTIVE BARGAINING AGREEMENT ON THE DATES SET BY THEIR SIGNATURES.

TOWN OF HORIZON CITY

By: _____

Andres Renteria, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____

Elvia Schuller, City Clerk

By: _____

**Sylvia Borunda Firth
Assistant City Attorney**

EXHIBIT "A"

**Pay Scale as per Article 19, Section 2
Effective 10/01/2024 to 09/30/2029**

Position	Grade	Annual Base Salary	Annual Increase	Percentage Increase
Police Recruit	0	\$48,649.02		
Probationary Officer	0	\$49,575.63		
Police Officer	1	\$55,523.64		
Police Officer	2	\$56,634.11	\$1,110.47	2.00%
Police Officer	3	\$57,766.80	\$1,132.68	2.00%
Police Officer	4	\$58,922.13	\$1,155.34	2.00%
Police Officer	5	\$60,100.57	\$1,178.44	2.00%
Police Officer	6	\$61,302.59	\$1,202.01	2.00%
Police Officer	7	\$62,528.64	\$1,226.05	2.00%
Police Officer	8	\$63,779.21	\$1,250.57	2.00%
Police Officer	9	\$65,054.79	\$1,275.58	2.00%
Police Officer	10	\$66,355.89	\$1,301.10	2.00%
Detective	1	\$62,500.00		
Detective	2	\$63,750.00	\$1,250.00	2.00%
Detective	3	\$65,025.00	\$1,275.00	2.00%
Detective	4	\$66,325.50	\$1,300.50	2.00%
Detective	5	\$67,652.01	\$1,326.51	2.00%
Detective	6	\$69,005.05	\$1,353.04	2.00%
Detective	7	\$70,385.15	\$1,380.10	2.00%
Detective	8	\$71,792.85	\$1,407.70	2.00%
Detective	9	\$73,228.71	\$1,435.86	2.00%
Detective	10	\$74,693.29	\$1,464.57	2.00%
Corporal	1	\$64,900.00		
Corporal	2	\$66,198.00	\$1,298.00	2.00%
Corporal	3	\$67,521.96	\$1,323.96	2.00%
Corporal	4	\$68,872.40	\$1,350.44	2.00%
Corporal	5	\$70,249.85	\$1,377.45	2.00%
Corporal	6	\$71,654.84	\$1,405.00	2.00%
Corporal	7	\$73,087.94	\$1,433.10	2.00%
Corporal	8	\$74,549.70	\$1,461.76	2.00%
Corporal	9	\$76,040.69	\$1,490.99	2.00%
Corporal	10	\$77,561.51	\$1,520.81	2.00%
Sergeant	1	\$70,500.00		
Sergeant	2	\$71,910.00	\$1,410.00	2.00%

Sergeant	3	\$73,348.20	\$1,438.20	2.00%
Sergeant	4	\$74,815.16	\$1,466.96	2.00%
Sergeant	5	\$76,311.47	\$1,496.30	2.00%
Sergeant	6	\$77,837.70	\$1,526.23	2.00%
Sergeant	7	\$79,394.45	\$1,556.75	2.00%
Sergeant	8	\$80,982.34	\$1,587.89	2.00%
Sergeant	9	\$82,601.99	\$1,619.65	2.00%
Sergeant	10	\$84,254.03	\$1,652.04	2.00%
Lieutenant				
Lieutenant	1	\$76,200.00		
Lieutenant	2	\$77,724.00	\$1,524.00	2.00%
Lieutenant	3	\$79,278.48	\$1,554.48	2.00%
Lieutenant	4	\$80,864.05	\$1,585.57	2.00%
Lieutenant	5	\$82,481.33	\$1,617.28	2.00%
Lieutenant	6	\$84,130.96	\$1,649.63	2.00%
Lieutenant	7	\$85,813.58	\$1,682.62	2.00%
Lieutenant	8	\$87,529.85	\$1,716.27	2.00%
Lieutenant	9	\$89,280.44	\$1,750.60	2.00%
Lieutenant	10	\$91,066.05	\$1,785.61	2.00%
Commander				
Commander	1	\$80,700.00		
Commander	2	\$82,314.00	\$1,614.00	2.00%
Commander	3	\$83,960.28	\$1,646.28	2.00%
Commander	4	\$85,639.49	\$1,679.21	2.00%
Commander	5	\$87,352.28	\$1,712.79	2.00%
Commander	6	\$89,099.32	\$1,747.05	2.00%
Commander	7	\$90,881.31	\$1,781.99	2.00%
Commander	8	\$92,698.93	\$1,817.63	2.00%
Commander	9	\$94,552.91	\$1,853.98	2.00%
Commander	10	\$96,443.97	\$1,891.06	2.00%
Assistant Chief of Police				
Assistant Chief of Police	1	\$104,120.00		
Assistant Chief of Police	2	\$106,202.40	\$2,082.40	2.00%
Assistant Chief of Police	3	\$108,326.45	\$2,124.05	2.00%
Assistant Chief of Police	4	\$110,492.98	\$2,166.53	2.00%
Assistant Chief of Police	5	\$112,702.84	\$2,209.86	2.00%

EXHIBIT "B"

IAD Case #: _____

Date: _____ **Time:** _____

Employee: _____ **Rank:** _____ **ID#:** _____ **Division:** _____

You are hereby ordered to fully cooperate with the investigating official(s). Your failure to cooperate will create an objective and subjective fear of termination. You have the following rights and responsibilities during the investigation:

1. You have the right to be informed of the allegations involved.
2. You will be asked questions specifically directed and narrowly related to the performance of your official duties.
3. Statements made during any interviews may be used as evidence of misconduct or as the basis for seeking disciplinary action against you.
4. Any statement made by you during these interviews cannot be used against you in any subsequent criminal proceeding, nor can the fruits of any of your statements be used against you in any subsequent criminal proceeding.
5. If you so request, a person of your choice may be present to serve as a witness during the interviews.
6. If you refuse to answer questions relating to the performance of your official duties, you will be subject to dismissal.

CONFIDENTIALITY ORDER

You are being given a Direct Order by **Chief Marco A. Vargas** of the **Horizon City Police Department** that you are not to discuss or disclose, in any manner, the nature or details of this investigation with **anyone** other than **the Chief of Police** or **your attorney** until such time as the investigation is completed and you have received notice of the disposition. This order also means that you are not to contact potential witnesses or complainants. **Lieutenant Jaime Crespo Jr.** will conduct the investigation. A violation of this Order will result in Disciplinary Action.

I have received First Notice and a copy of the Incident Report reference IAD Case #:

ACKNOWLEDGEMENT: I have read and understand the above notification.

Employee's Signature

Investigator's Signature

AGREEMENT
TOWN OF HORIZON CITY
AND HORIZON CITY POLICE OFFICER'S ASSOCIATION
AGREEMENT TIME PERIOD
OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024

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PREAMBLE

The following Agreement by and between the Town of Horizon City, Texas, hereinafter referred to as the City and Horizon City Police Officers Association, hereinafter referred to as the Association, is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Association agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the Police Officers of the City. The Agreement has been reached through the process of collective bargaining with the City and its Police Officers. The Agreement therefore, is intended to be, in all respects, in the public interest.

ARTICLE I

DURATION

This agreement will be effective as of the 1st day of October, 2021, and shall remain in full force and effect until the 30th of September 2024, or until such time as a successor agreement is reached, whichever is later.

ARTICLE II
DEFINITIONS

1. "Agreement" refers to this Collective Bargaining Agreement negotiated between the TOWN OF HORIZON CITY and the ASSOCIATION;
2. " Association" means the Horizon City Police Officers' Association.
3. "Association's Grievance Committee" means the grievance committee established by the by-laws of the Association.
4. "Bargaining Agent" refers to the duly recognized ASSOCIATION and the designated sole and exclusive bargaining agent, which for this contract is the COMBINED LAW ENFORCEMENT ASSOCIATIONS OF TEXAS, hereinafter referred to as CLEAT.
5. "Base Pay" means the rate of pay set out in Section 2 and section 3 of the Wages and Compensation Article of this Agreement and does not include any other incentive pay programs (i.e., longevity, certificate, or shift differential pay).
6. "Budget" (Fiscal) Year - refers to a CITY's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.
7. "Calendar Year" refers to a year beginning on January 1 and ending on December 31 of that year.
8. "Chief" means the Chief of Police of the Town of Horizon City, Texas.
9. "City Personnel Policy or Policies" - refers to the Town of Horizon City Personnel manual, and Horizon City Police Procedure Manual as they may be amended.
10. "City" means the TOWN OF HORIZON CITY, TEXAS.
11. "Effective Date" refers to the date established as the effective date or on which the terms and conditions of the Agreement are formally adopted and approved by both the ASSOCIATION and the TOWN OF HORIZON CITY, TEXAS , whichever is later
12. "Employee" means any sworn police officer employed in the Police Department of the City, with the exception of the Chief of Police.
13. "Employer" means the TOWN OF HORIZON CITY, TEXAS.
14. "FLSA" refers to the Fair Labor Standard Act, as amended.
15. "Gender"- Reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.
16. "Grievance" for purposes of this Agreement is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of a provision or provisions of this Agreement, as raised by the Grievance procedures in this Agreement.

17. "Holiday" shall refer only to City recognized holidays, such holiday to begin at 12 o'clock a.m. and end at 11:59 p.m. on the specified day.
18. "Management" means any person acting on behalf of the City in the administration of this Agreement.
19. "Officer" means any sworn Police Officer of the City with the exception of the Chief of Police.
20. "On-call" shall mean a period of time when the employee is not actually performing work but is required to be accessible by telephone or paging device or otherwise leave information as to where he can be reached while on call and to be able to return to his duty station when called upon. The employee is allowed to effectively use his time for his own purposes; however, Chief may establish rules governing the use of alcohol or participation in certain activities that relate to the employee's ability to respond and perform the requested work. The Chief shall establish a procedure by which employees are placed on-call and such practice shall not be for less than a full week, except with the consent of the employee. The receipt of a call to return to duty or being generally subject to receiving a call to return to duty does not constitute being on-call.
21. "Paid Time Off" refers to any time period for which an employee is entitled to receive pay without actually being at work for that time period.
22. "Parties" refers to the TOWN OF HORIZON CITY and the ASSOCIATION jointly.
23. "Probationary Officer" means a newly hired Police Officer during the first twelve (12) months of employment during which time the Police Officer has no right to the grievance (appeal) procedures provided in Article IX.
24. "Promotion" means advancement from a lower rank to a higher rank within the Department.
25. "Seniority" means the total years of service with the town of HORIZON CITY POLICE DEPARTMENT serving in a law enforcement capacity.
26. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.
27. "TCOLE" shall refer to the Texas Commission on Law Enforcement or any successor agency.

ARTICLE III
ASSOCIATION RECOGNITION, RIGHTS AND DUTIES

SECTION 1 Recognition

The City recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all sworn Texas Peace Officers, except the Chief of Police. The Association recognizes the Combined Law Enforcement Associations of Texas as the sole and exclusive bargaining agent for the Association.

SECTION 2 Payroll Deductions

- A. The City shall deduct monthly Association dues from each individual member who has voluntarily authorized Association dues deductions.
- B. Any individual member of the bargaining unit wishing to voluntarily withdraw his authorization for Association dues deduction must personally sign the appropriate form as required by the City.
- C. The City shall notify the Association in writing of any member who revokes or adds his authorization for any deduction herein within thirty (30) calendar days from the revocation or addition of the deduction.
- D. The amount of the deductions shall be set forth in any deduction authorized by individual members or letters of request signed by the President of the Association. Any deductions as set forth herein already previously authorized by a member shall be automatically increased by the City upon any letter signed by the President of the Association and stating that such increase has been approved consistent with the Constitution and By-Laws of the Association.
- E. All amounts deducted pursuant to this article shall be paid to the legally designated representative of the Association in accordance with reasonable procedures established by the City.
- F. The City agrees to separate CLEAT dues from the members and send such dues to the CLEAT Office in Austin, Texas.
- G. The Association will defend, save, hold harmless and indemnify the City from any and all claims, demands, suits or any other form of liability which may arise out of the execution, placing into effect or carrying out the terms of this Section.

SECTION 3 Conducting Association Business

- A. The Association President or CLEAT Representative shall be permitted to speak to officers within the unit about Association or CLEAT related business at shift meetings with advance scheduling with the chief. Such association business will be kept brief as to not interfere with the functions of the Police Department.
- B. The Chief of Police and the Association President agree to adjust hours of work for the Association President and three (3) other members of the association to attend the CLEAT Convention and two (2) CLEAT related training seminars within the calendar year. In the

event the Association President cannot attend any of the functions he may choose another member of the Association to attend in his place. All cost of the members attending such functions will be paid by the Association. The ability to adjust the work schedule will be contingent upon the needs of the Police Department but said requests for schedule adjustments shall not be unreasonably denied. Provided however, that any attendance by any member of the Association shall be on off-duty time.

- C. The Association may provide at its own expense one (1) bulletin board at the police station. The bulletin board shall be located in a conspicuous location by mutual agreement of the Association President and Chief of Police. The board may be used for the following notices.
 - 1. Association Meetings.
 - 2. Association Elections.
 - 3. Reports of the Association Committees.
 - 4. Rulings, information, or policies of the State or National Associations.
 - 5. Legislative Enactments and Judicial Decisions Affecting Public Employee Labor Relations.
 - 6. Notices or announcements pertaining to the political activities of the Association. No political signs for a particular candidate shall be placed on the bulletin board.
 - 7. No posting shall be sexually or racially objectionable or offensive. Such determination on the sexual or racial nature shall be made by the chief.

SECTION 4. NON-DISCRIMINATION

The Association shall not engage in the following practices:

- A. interfere with, restrain or coerce employees in the exercise of rights granted in this Agreement;
- B. Cause or attempt to cause the City to discriminate against any employee in hiring, tenure, training, or other terms or conditions of employment because of the employee's membership or lack of membership in any labor organization.
- C. Cause or attempt to cause the City to discharge or discriminate against any employee because has given information or testimony alleging a violation of this Agreement, any law of the United States or the State of Texas, the City Charter, or the Rules and Regulations of the Department; and
- D. Discriminate against any employee in the application or interpretation of the provisions of this Agreement on the basis of the employee' s Association membership or non-membership.

ARTICLE IV
MANAGEMENT RIGHTS

SECTION 1

The Association recognizes the prerogative of the City to operate and manage its affairs in all respects, including the provision of competent and efficient service to the citizens of the Town of Horizon City.

SECTION 2

The Association agrees that the City shall maintain and be vested with all of its rights, powers, and authority to operate and manage the Department and its work force, without limitation, subject to applicable federal and state statutes and local ordinances, resolutions and rules, unless specifically limited by this Agreement. These rights include, but are not limited to: the right to hire, demote, suspend, discharge lay off, promote, assign or transfer employees to any job or any work; to increase or decrease the work force; to determine the number and size of the work shifts; to grant paid and unpaid leaves of absence for any reasons; to determine the number of and assign employees to any work or duties; to determine and re-determine the hours of work per day or week; to make and enforce work rules for the purpose of efficiency, safe practice, discipline or any other reason; to establish performance standards and to review employees under these standards; to determine the equipment to be used; to make technological changes; to eliminate work; to require overtime work pursuant to federal and state law; to establish, modify and enforce rules and regulations.

The rights and powers of management mentioned in this section do not list all such powers, and the rights listed, together with all other rights, powers and prerogatives of the City, not specifically ceded in this Agreement, remain vested exclusively in the city as employer. If this agreement does not, by its terms, specifically restrict management, then management retains power over the matter in question.

ARTICLE V

NO STRIKE CLAUSE

The Association shall not cause, counsel, or permit its members to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department; nor to refuse to cross any picket line by whomever established, where such refusal would interfere with or impede the performance of the employee's duties as an employee of the City, in accordance with Texas Local Government Code 174.101 et seq.

ARTICLE VI

MANAGEMENT DUTIES TO THE ASSOCIATION

SECTION 1

The City shall provide the following materials to every employee

- A. A copy of special orders, general orders, training bulletins, and rules and regulations;
- B. A copy of this Agreement in either paper copy or any electronic format.

SECTION 2 Prohibited Practices

The City shall not engage in the following practices:

- A. Dominate, interfere, or assist in the formation or administration of the Association or any competing employee organization; or contribute any financial support to any such organization. This practice shall include any assistance either direct or indirect, to another labor organization that can possibly be certified under Section 174.104, of the Texas Local Government Code as an exclusive bargaining representative.
- B. Encourage or discourage membership in any police or police labor organizations by discriminating in hiring, tenure, training, or other terms or conditions of employment.
- C. Discharge, discipline or discriminate against any employee because he has filed an affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he/she has formed, joined, or chosen to be represented by any police or police labor organization.
- D. Make or permit any agreement, understanding, or contract with a member of the bargaining unit, which in any manner circumvents, alters amends, modifies, or contradicts any provision of this agreement.
- E. Discriminate against any employee in the application or interpretation of the provisions of this Agreement on the basis of the employee' s Association membership or non-membership.

SECTION 3

The City recognizes its responsibility to a reasonable, fair, and consistent interpretation and application of Department Rules and Regulations, Special Directives, and Administrative Orders which govern the conduct of employees on the job.

SECTION 4

Any alleged violations of this Article shall be raised and submitted for resolution through the Grievance Procedure, Article X.

ARTICLE VII

MAINTENANCE OF STANDARDS AND BENEFITS

SECTION 1

All standards, privileges, rights and benefits, presently enjoyed by the employees of the Town of Horizon City at the effective date of this Agreement, which are not included in this Agreement, shall be extended to the members of the Association for the duration of the Agreement except items which are excluded herein.

SECTION 2

The parties agree that the City will provide health insurance to employees and employees will accept the health insurance that is provided for all non-police employees of the Town of Horizon City. It is understood that the City has the right to periodically reevaluate the benefits provided and make changes. Before the City makes such changes, the Association will be notified. At such time as the City receives written notice of the proposed rates for the next coming year, the City will within one business day give a copy of the written notice to the President of the Association. The President or his designee will be included in the City's discussions relating to the decision to accept the new rates or to seek quotes for different health insurance coverage. If the City decides to seek quotes for different health insurance coverage, the President or his designee will be included in the discussions relating to the decision and the type of coverage to be obtained and will be kept informed as to each step of the process of obtaining the new health insurance. The City agrees to provide suitable health care insurance for its employees.

SECTION 3

The parties agree that the City may provide a defined contribution plan, such as a Texas Municipal Retirement System plan, for employees and employees will accept such defined contribution plan under the same terms and conditions as it is provided for all non-police employees of the Town of Horizon City, as approved by the City Council. Any revisions to the defined contribution plan as in effect on the effective date of this Agreement excluding elimination of the plan, will automatically apply to the employees upon the effective date of the plan as approved by the City Council.

SECTION 4

The provisions of the travel policy applicable to all officers and employees of the City, as approved or amended by the City Council, will apply to the employees. Any revisions made to the travel policy shall automatically apply to the employees upon the effective date of the change as approved by the City Council.

ARTICLE VIII

INTERNAL ADMINISTRATIVE INVESTIGATIONS

SECTION 1

To insure those internal administrative investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each officer on the force, the following procedures shall apply:

1. The Chief of Police, or Assistant Chief of Police if so designated, shall cause an investigation to be conducted of all written complaints, unless a complaint is determined to be unfounded.
2. As is provided in state law, a written complaint is a complaint that is in writing and signed by the person making the complaint or initiating a formal administrative investigation. A copy of the written complaint shall be given to the employee within a reasonable time after the complaint is filed. A formal administrative investigation complaint will be generated on a Department created form that purpose, and the use of other Departmental documentary systems, to include but not be limited to supervisory logs and notes, which may be used for documenting or otherwise noting information relating an employee's work, conduct and behavior, shall not constitute a written complaint.
3. Interviews conducted by the Department during the investigation of a written complaint shall be conducted in accordance with the following rules:
 - A. The interview of any officer shall be at a reasonable hour, preferably when the officer is on duty or during the daylight hours, unless the exigencies of the investigation dictate otherwise.
 - B. The interview shall take place at a location designated by the Chief.
 - C. The officer shall be informed of the nature of the investigation before any interview commences. If it is known that the officer is being interviewed as a witness only, the officer shall be so informed.
 - D. During an investigation of a critical incident, to include but not limited to an officer-involved shooting and/or in-custody death, an officer shall not be compelled to participate in a "walk- through" investigation without their legal counsel being present. The parties agree that a "walk- through" is defined as an investigative tool where the investigators and/or supervisors request the officer to re-trace his actions in the critical incident while being questioned concerning his observations and actions in the incident. Such "walk-through" shall not be videotaped. Sufficient information to reasonably apprise the officer of any allegations shall also be provided to him prior to or during the "walk-through."
 - E. The interview shall be completed with reasonable dispatch.
 - F. The officer shall not be subjected to any offensive language, nor shall the officer be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing in this Section is to be construed so as to prohibit the investigating officer from informing the officer that the officer's conduct can become the subject of disciplinary action resulting in disciplinary punishment.

- G. If an officer is under arrest or likely to be (that is, if the officer is a suspect or a target of a criminal investigation), the officer shall be given his rights pursuant to the existing law.
- H. Upon request, the officer shall be given an exact copy of any written statement the officer may execute.
- I. The refusal by an officer to answer, pursuant to a direct order, pertinent questions concerning any non-criminal matter may result in disciplinary actions.
- J. Upon the request of either the officer being interviewed or the Chief or other officer conducting the interview, the City shall record the interview. The recording shall commence immediately at the beginning of the interview. There shall be no "off the record" questions. All recesses called during the questioning shall be noted in the record. The officer shall always have a right to a copy of the recording at the officer's expense. The recording shall not be introduced by either party at any appeal hearing (grievance).
- K. The officer shall be allowed to consult the officer's attorney at any time during the investigatory process so long as such consultation does not impede the investigatory process.

SECTION 2

Nothing in this Article will preclude discussions of matters involving an employee's work, conduct and behavior such as requesting the completion of routine reports or providing initial explanatory information regarding an incident or matter before a written complaint may be prepared and signed, giving an employee non-disciplinary verbal counseling, giving additional training or guidance on a procedure or other matter or issue, or issuing a performance report or evaluation. Nothing in this Article will preclude the Department from immediately acting to start an investigation of a serious incident, such as one involving an officer-involved shooting or the death or serious injury of an individual, before the written complaint is prepared and signed.

SECTION 3

A police officer shall not be required to submit to a polygraph examination as part of an administrative or internal investigation, regarding the officer's conduct unless the complainant is first examined by a licensed polygraph examiner. If a police officer is subjected to a polygraph examination, the licensed examiner who administers the examination shall not know the results of the complainant's polygraph examination or the name of the licensed examiner who conducted such examination. Any applicable prohibitions in future statutes concerning the use of the polygraph examinations shall be followed as of the date the law becomes applicable to the unit covered by this Agreement.

ARTICLE IX

DISCIPLINARY GRIEVANCE PROCEDURES

SECTION 1 General Rules, Procedures & Definitions

A. Calculation of Time and Transmittal.

For the purposes of this Article, the term "days" shall mean calendar days, unless otherwise specified. The day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday, or legal holiday, which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

B. Disciplinary Grievance is an appeal from a suspension for more than five (5) working days, demotion or termination of an employee conducted through the arbitration process specified in this Article.

C. Contract Grievance is a dispute involving the application, interpretation or enforcement of this Agreement, but not involving the suspension, demotion or termination of an employee conducted through the arbitration process specified in Article X.

D. Payment of Arbitration: The cost of selecting and engaging an arbitrator for any arbitration required by this article shall be split evenly between the parties. Nothing herein prevents the arbitrator from requiring the parties to prepay the costs in advance. Each party shall be responsible for their own costs and expenses incurred during the arbitration process, including but not limited to their attorney's fees.

SECTION 2 Discipline and Disciplinary Grievances

A. City's Authority

The City shall have the authority to demote, reprimand, suspend without pay not to exceed thirty (30) days, or terminate any officer who has completed the probationary period for the causes set forth in the rules and regulations, policies, general and special orders, and directives of the Town of Horizon City Police Department. A Probationary Officer may be discharged at any time during the probationary period for any reasons, but for the record, a full statement of those reasons must be filed with the Human Resources Director within three (3) days of the discharge. Disciplinary action for non-criminal activity shall not be initiated against any employee for a violation which occurred more than 180 days prior to the service of the Notice of Proposed Disciplinary Action or written reprimand upon the employee.

B. Written Reprimands

Officers shall not have the right to appeal or file a grievance regarding a letter of reprimand but may submit a written response to the letter of reprimand for inclusion in their personnel file.

C. Suspensions of Five (5) Working Days or Less

The parties agree that when an officer is suspended with or without pay by the employer for five (5) working days or less, the officer may only proceed as follows:

Vacation Option At the time of receipt of the notice of suspension, the officer may forfeit accrued vacation time or accrued compensatory time equal to the length of the suspension or forfeit for any number of full days combined with the remaining period to remain suspended without pay, to serve the suspension with no break in service for purposes of seniority or promotion. The forfeited vacation time or compensatory time will not constitute hours worked for the purpose of overtime pay. In the event an officer has received a disciplinary suspension within the proceeding 24-month period, the officer may forfeit vacation time or compensatory time only with the employer' s written permission.

D. Notice of Proposed Disciplinary Action/Pre-Termination Process

1. Suspension of more than five days or Demotion. When the disciplinary action contemplated is to be a suspension of more than five working days, or a demotion, the affected employee must first be served with a Notice of Proposed Disciplinary Action that shall include the Departmental Rules or Regulations violated, the date, time, and place that the employee violated the rule (s); together with a specific description of the employee' s conduct which violated the rule(s). The Notice shall be personally served upon the employee or sent by United States Postal Service, certified mail, return receipt requested to the address he has on file with the Department. The statement shall inform the officer that he has seven (7) days after receipt thereof to request a conference with the Chief of Police. Within five (5) working days of receipt of the employee' s request, the Chief or the Ass is tant Chief if designated by the Chief shall meet with the employee, provided that this period may be extended with the mutual consent of the Chief and the employee. During the conference the employee, their representative and the Chief shall engage in discussions with a view toward reaching a consensus and agreement relative to the proposed disciplinary action. No part of the discussions that take place during the conference may be offered into evidence at any subsequent proceeding, except for the limited purpose of determining compliance or non-compliance with the provisions of this Article and for impeachment purposes.
2. Termination. When the disciplinary action contemplated is to be a termination, the affected employee must first be served with a Notice of Proposed Termination that shall include the Departmental Rules or Regulations violated, the date, time, and place that the employee violated the rule (s); together with a specific description of the employee's conduct which violated the rule(s). The Notice shall be personally served upon the employee or sent by United States Postal Service, certified mail, return receipt requested to the address he has on file with the Department, along with a Notice of Pre-Termination Hearing, at least 24 hours prior to the time set for the hearing.

The Pre-termination Hearing will be conducted by the Chief of Police or the Assistant Chief of Police, if so, designated by the Chief. The employee is entitled to have a representative to assist him in making his response to the Chief or designee. The Chief will consider the response as he deems appropriate in making his final determination on disciplinary action to be taken.

If settlement is discussed during the Pre-termination Hear in g, no part of those discussions that take place during the Hearing may be offered into evidence at any subsequent proceed in g, except for the limited purpose of determining compliance or non-compliance with the provisions of this Article and for impeachment purposes. In the event such a consensus is reached regarding disciplinary action, the execution by the employee of documents

finalizing the settlement agreement shall constitute a waiver of the employee's right to file a grievance, and the employee shall be so advised in plain language.

3. Representation. In the situations where the representative assisting an employee in a conference or pre-termination hearing is a department employee, the representative shall not participate in this process on City time.
4. Grievance Steps. If a settlement has not been reached and disciplinary action is taken by serving the employee with a Notice of Disciplinary Action, the employee may submit a disciplinary grievance for arbitration pursuant to the procedure set forth in Subsection E of this Section. However, the Association Grievance Committee shall meet to determine whether arbitration is appropriate. If the Association Grievance Committee decides that arbitration is not appropriate, no further action will be taken. The Association Grievance Committee shall make a decision on this matter within (7) days after the receipt of the Notice of Disciplinary Action is delivered to the employee.

E. Notice of Final Disciplinary Action and Arbitration Procedure

1. Disciplinary Action. If a conference was held under Section D 1 and no settlement reached, or upon completion of a Pre-Termination Hearing under Section D 2, and the Chief determines that disciplinary action will be imposed, a Notice of Disciplinary Action shall be made by hand delivery on the employee or by the United States Postal Service, certified mail, return receipt requested, to the employee's address on file with the City. It shall include the departmental rule(s) or regulations violated, the date, time and place that the employee violated the rule(s). Said statement shall inform the employee that he has fourteen (14) days after the receipt thereof to file a written request for arbitration with the City.
2. Disciplinary Grievance: Notice of a request for arbitration of a disciplinary grievance shall be in writing, addressed to the Chief of Police and made by hand delivery on the Chief or by depositing at the United States Postal Service, certified mail, return receipt requested, using the official mailing (contact) address of the Town of Horizon City, as provided on its website, no later than the 14th day after the date the employee receives the written Notice of Final Disciplinary Action.
3. Discovery: Within seven (7) days of service of the employee's Request for Arbitration, the City shall forward a copy of the officer's entire administrative investigatory file of the incident made the subject of the disciplinary action and the employee's administrative investigatory disciplinary history showing the complaints filed against the employee and the dispositions of each case. All other discovery requests must be made by the employee in writing to the City no later than the 21st day before the date scheduled for the arbitration hearing. The City must provide complete responses to the employee's discovery requests within seven (7) days of the service of the request. The City shall have the right to make discovery requests to the employee or his representative no later than the 21st day before the date scheduled for the arbitration hearing. The employee must provide complete responses to the City's discovery request within seven (7) days of the service of the request.
4. Witness Lists and Exhibits: Upon request of a party, the other party will provide a list of witnesses and copies of their numbered and lettered exhibits no later than the seventh (7th) day before the arbitration hearing is to be held.
5. Selection of Arbitrator: All arbitrations shall be heard by an arbitrator which will be selected on a rotating basis from a panel of four (4) or more selected arbitrators. The decision of the arbitrator shall be final and binding upon the employee and the City, subject

to any rights of appeal to a court of law as permitted by law. During the arbitration process parties shall have the right to be represented by an attorney or a representative of their choosing.

The arbitration panel shall have at least four (4) local arbitrators appointed by mutual agreement of the City and the Association. The members of the panel shall serve a one-year term and be subject to reappointment by mutual agreement of the City and the Association. Subject there to, the City and the Association may, at any time remove or add agreed upon members by mutual consent. If there is a vacancy, such as by resignation, death, or agreed upon removal, the City and the Association shall act promptly to select enough new members to ensure that the panel contains not less than four (4) active members. On or before January 1st of each year the parties shall meet and confer in regards to reappointment or replacement of the arbitration panel.

6. Final Hearing: Once the hearing date is established, the legal counsel for the City and the employee may each request one continuance for a period of time not to exceed twenty (20) days. Additionally, the arbitrator may grant other continuances upon a showing of good cause or upon mutual agreement by both the legal counsel for the City and the employee or his representative.

The employee and the City shall be entitled to representation by any person of their choice; cross examination of witnesses; presentation of evidence; authority to compel the production of required papers, documents, evidence and the attendance of employees of the City, which production and attendance shall be commanded by the Mayor or the Chief of Police on behalf of the employee; stenographic or non-stenographic recording of the proceedings and any other procedures needed to ensure a fair and impartial hearing.

All issues of jurisdiction or procedural arbitrability shall be decided by the arbitrator before the final hearing. The parties will make every effort to have all preliminary issues heard by submission.

The City has the burden of proof, by a preponderance of the evidence, to prove that the discipline imposed upon the employee was based on just cause and proper under the circumstances.

7. Decision of the Arbitrator: The Arbitrator shall have the authority to interpret the Agreement, to make conclusions of fact based upon the evidence submitted at the proceeding and to apply the contractual provisions to said facts. The jurisdiction of the arbitrator is limited in that he has no authority to add to, subtract from, amend or otherwise change or in any way modify the provisions of this Agreement. The Arbitrator has the authority to sustain the discipline in whole or in part, reverse the discipline in whole or in part, or alter the discipline notwithstanding the ruling in *City of Waco v. Kelley*, 309 S.W.3d 536 (Tex. 2010). In no circumstances is the arbitrator authorized to impose greater discipline than that originally imposed by the City. In cases of termination in which the Arbitrator imposes a suspension in lieu thereof, such suspension shall not exceed the greatest amount of time authorized to be imposed by the City.

The Arbitrator shall, when mutually requested by the legal counsel for the City and the employee, be required to issue a bench award at the conclusion of the hearing and in such event, no legal briefs will be allowed.

The City shall maintain a personnel file on each employee, which may be used for evidentiary purposes in hearings under this Article.

The decision of the Arbitrator is final and binding upon the employee and the City. If the suspended or terminated employee should be re-instated to his position by order of the Arbitrator, then at the discretion of the Arbitrator, the employee may receive: (a) full compensation at the rate of pay that was provided for his position at the time of his suspension or termination; (b) credit for all PTO lost as a result of the suspension or termination; (c) contributions toward any defined contribution plans lost as a result of the suspension or termination; (d) FMLA credit; (e) seniority; and (f) any and all other relief to which he may show himself justly entitled. If the demoted employee should be re-instated to his former rank by order of the Arbitrator, then at the discretion of the Arbitrator, the employee may receive: (a) compensation for any lost base pay if the employee ' s base pay had been reduced for the time that the employee's rank was reduced; (b) seniority; and (c) any and all other relief to which he may show himself justly entitled. Should the City refuse to comply with the arbitration award, the employee shall have the right to proceed to court for purposes of enforcing same and may recover attorney's fees in such an action.

ARTICLE X
CONTRACT GRIEVANCES

The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties regarding the interpretation of the provisions of this Agreement, matters involving the interpretation, application, or alleged violation of a specific provision of this Agreement shall be subject to this grievance procedure.

A. STEPS. A contract grievance shall be handled as follows:

Step 1: The Police Officer shall submit the grievance in writing to the Chief within fourteen (14) calendar days of the Police Officer's actual or constructive knowledge of the occurrence or the event causing the problem. The written grievance must state the grievance and the facts upon which it is based, the date the Police Officer became aware of his grievance, the remedy or adjustment sought, the section(s) of the Agreement violated, and it must be signed by the grieving party. After receipt of the grievance, the Chief shall evaluate the grievance and respond to the Police Officer within fourteen (14) calendar days. Nothing in this procedure prohibits the grieving Police Officer from attempting to informally resolve the grievance with his supervisor(s) or the Chief prior to submission of the written grievance, and the Association and the City encourage such actions.

Step 2: If the Police Officer is not satisfied with the response from the Chief, the Police Officer may submit his grievance to the Association Grievance Committee to determine if a grievance exists. The Association Grievance Committee shall meet, render its decision and file the notice required under Step 3 within fourteen (14) calendar days of the Step 1 ruling, if the Association Grievance Committee decides that a grievance exists. The Association, beginning with the Step 3 process, shall represent the aggrieved Police Officer. In the event that the Association Grievance committee decides that no grievance exists, the Association shall notify the Mayor in writing that no grievance exists and there shall be no further action taken under this procedure.

Step 3: If a grievance is believed to exist, it shall be presented in writing to the Mayor. The Mayor or his designee may meet with the grieving Police Officer and the Association representative to discuss and attempt to alleviate said grievance. The Mayor shall submit a written answer to the grievance within ten (10) calendar days of receiving the grievance and advise the chairman of the Association's Grievance Committee and/or the President of the Association of the response in writing.

Step 4: If the grievance has not been settled at Step 3, the Association shall have fourteen (14) calendar days from the date of the Mayor's decision in which to notify the City that it desires to submit the matter to mediation and/or file a request to arbitrate the grievance. Such request shall be submitted in writing to the Mayor or his designated representative. Arbitrators for contract grievances shall be selected from a list of up to 5 arbitrators provided by the American Arbitration Association (AAA) under procedures set out by AAA. However, if the City agrees to a mediation request, the City need not request an arbitrator list from AAA until after the mediation is completed. Notwithstanding this provision, the parties may at any time during the grievance process, mutually agree to submit a matter to non-binding mediation.

B. Time Limits

The parties shall adhere to the time limits as set forth in the procedure. In the event the Police Officer or Association fails to meet the time limits at Step I of the procedure, the grievance shall be considered satisfied, and no further action shall be taken. Failure by the City to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next Step. Failure by the Association to meet the time limits at any other Step shall be a determination that the Association is satisfied with the last decision. Any deadline or time restrictions set out in this Agreement with respect to grievance proceedings may be modified by written agreement of the parties. However, neither party may be compelled to waive its right to insist upon the deadline and time restrictions provided herein.

C. Discovery

All discovery requests must be made by the Association in writing to the City no later than the 21st day before the date scheduled for the hearing. The City must provide complete responses to the Association's discovery requests within seven (7) days of service of the request. Disputes regarding discovery will be resolved by the arbitrator. The City shall have the right to make discovery requests to the Association no later than the 21st day before the date scheduled for the arbitration hearing. The Association must provide complete responses to the City's discovery request within seven (7) days of the service of the request.

D. Witness Lists & Exhibits

Upon request of a party, the other party will provide a list of witnesses and copies of their numbered or lettered exhibits no later than the 7th day before the final hearing of the grievance.

E. Decision of Arbitrator Final

The Arbitrator to whom any grievance shall be submitted in accordance with the provisions of this Article shall have the authority to interpret the Agreement and make conclusions of fact. The decision of the Arbitrator is final and binding upon the Association and the City.

F. Payment of Arbitration and/or Mediation

The cost of selecting and engaging an arbitrator for any arbitration required by this article, or the costs of selecting and engaging a mediator for a mutually agreed upon mediation, shall be split evenly between the parties. Nothing herein prevents the arbitrator or mediator from requiring the parties to prepay cost in advance. Each party shall be responsible for his own cost and expenses incurred during the arbitration or mediation process, including but not limited to their attorney's fee.

ARTICLE XI
SAFETY AND EQUIPMENT

SECTION 1

EQUIPMENT The City shall maintain at all times an adequate quantity of modern, marked and plain vehicles, and other essential equipment in sound working condition to ensure a safe workplace and for each employee to maximize his potential in support of the Department's prime objectives of public safety. Management shall be responsible for the determining of the quantity, quality, and specifications of such equipment.

The City shall provide each employee with a properly fitted bullet proof vest without unreasonable delay subsequent to employment. Vests shall be replaced every five (5) years, or at intervals recommended by the National Institute of Justice.

SECTION 2

CLOTHING AND EQUIPMENT A set of uniforms shall be provided to each employee upon entering the Department. A set shall consist of five (5) short sleeve shirts, five (5) long sleeve shirts, five (5) pair of pants, one (1) set of BDUs, one (1) coat, one (1) pair of boots and one (1) raincoat. Uniformed employees shall be provided with leather gear and other equipment, including handcuffs, flashlight, batteries, etc. Purchasing of said equipment shall be the sole responsibility of the City and at no time shall any employee be allowed to purchase equipment without the permission of the Chief of Police or his designee. The total cost of uniform or equipment replacement shall not exceed four hundred (\$400.00) per year, except in the case of the initial provision of uniforms and equipment for new employees.

The employee will be provided a duty firearm as designated by the Chief of Police.

All of the above clothing and equipment shall be replaced by the City as needed for normal wear and tear. The City may require that worn and damaged equipment be turned in upon replacement.

Employees assigned to non-uniformed duties as their regular duty shall be entitled to receive reimbursement for the ordinary and necessary expenses in obtaining appropriate clothing, leather gear and equipment to be worn on duty in an amount not to exceed eight hundred (\$800.00) per year. All expenditures must be substantiated and the explanation and receipts for such expenditures shall be submitted within sixty (60) days of the expenditure. Employees will submit tax exempt documentation to vendors and make every effort to purchase from vendors who will complete the documentation. However, if unable to consummate the sale as a tax-exempt purchase, they will be reimbursed for the full cost of qualified purchase.

All non-uniformed employees shall comply with the dress code established in the approved Police Manual.

SECTION 3

Ammunition/Gun Qualification In addition, to the ammunition provided by the department for mandatory in-service firearms training, each officer is entitled to 50 rounds of 9mm caliber ammunition per year.

SECTION 4

Ammunition/Gun Qualifications

The City shall supply sufficient rounds of ammunition for Officer's use in the gun he carries while on duty, in the amount as determined by the Chief.

The City shall provide ammunition for target practice/gun qualification in the amount determined as necessary and appropriate by the Chief for such purposes. The City shall allow officers to qualify with their weapons during on duty hours. The City agrees to purchase industry standard law enforcement ammunition for all department approved weapons.

ARTICLE XII

SENIORITY

SECTION 1

SENIORITY RIGHTS City seniority shall only establish rights within a department pertaining to transfer, promotion, or layoff. Seniority will be a factor in transfers, promotion, or layoffs. In making transfers, promotions, or layoffs, the person having greater seniority, will be given preference when, in the opinion of the Chief, the skills and qualifications of those eligible for the transfer, promotion or layoff are equal.

SECTION 2

TRANSFER OF SENIORITY When an employee transfers from one city department to another city department, he loses all seniority accumulated in the previous department. Such an employee will not lose City seniority. The City shall maintain an up-to-date seniority list. The seniority list shall include City seniority and the employee's most recent date of entry into the department as a regular employee.

ARTICLE XIII
OFF-DUTY EMPLOYMENT

Off-duty employment shall be permitted consistent with the guidelines established by the Chief. Permission or request to work off-duty employment shall not be unreasonably withheld by the Chief.

Employees shall be allowed to utilize the Horizon City Police Uniform and personal equipment in compliance with applicable Police Department policies and procedures.

Employees are advised that they should determine what Workers' Compensation benefits, liability protection, or legal representation is available from their secondary employers.

ARTICLE XIV PROMOTIONS

SECTION 1

GENERAL The City shall solely determine whether any vacant position in any rank will be filled or eliminated. The promotional process described in Section 2 below shall not be applicable to filling the Assistant Chief's position. The Assistant Chief shall be selected by the Chief and shall serve at the pleasure of the Chief and may be demoted from said position at the Chief's discretion. In such event, such employee shall normally be returned to the position from which the employee was appointed, and such employee's salary shall be in accordance with that position. If the Chief demotes such employee to a position lower than that from which such employee was appointed, such employee retains all rights to file a grievance regarding said demotion in accordance with Article IX. An arbitrator shall have the power or authority to restore such employee to the position from which the employee was appointed, but no higher.

As positions become vacant, notice of the job opening will be posted at the Police Station at least thirty (30) days in advance of the date of the examination. The posting notice shall also identify all materials from which the examination is drawn and the source for all such materials.

SECTION 2

ORAL INTERVIEW PANEL Following the determination regarding which applicants meet the minimum qualifications as stated in the City's job description for the position being filled, the Chief or his designee shall select two (2) individuals who are active law enforcement officers, from outside law enforcement agencies, with a rank equal or higher than the position being filled, who shall conduct an oral interview of the candidates. Additionally, the President of the Association or his designee shall sit on the oral board as the third (3rd) member of the interview panel.

A structured approach shall be utilized in order that the same issues and questions are applied to each candidate and all issues are to be job related. The City, through the Chief, shall provide the questions to be utilized and the issues to be covered. Each interviewer shall rate the candidate on the basis of a scale of one to five, with one being the lowest and five being the highest. During the oral interview, the questions asked shall be used to rate the candidate on appearance, content, communication skills and presentation. The average of the three interviewer's rating shall be used as the oral interview score and a list of the top three candidates will be created and be submitted to the Chief who then shall make a selection from this list of three. Provided however, if more than seven employees participated in the oral interviews, a list of the top five candidates will be created and the Chief shall make a selection from this list of five.

In the event that the Panel unanimously determines that none of the interviewed officers are qualified to be promoted, the Panel may recommend to the Chief that someone from outside the Department be employed to fill the vacancy.

SECTION 3

VOLUNTARY DEMOTION. In the event that an employee requests a voluntary demotion to an open or vacant position, the Chief, upon determining that such employee meets the minimum qualifications as stated in the City's job description for the open or vacant position, may choose to demote and appoint such employee to the position without going through the oral interview process provided in Section 2. Before assuming the new position, such employee shall agree to and sign a waiver of his rights to file a grievance or appeal the demotion.

SECTION 4

PROBATIONARY PERIOD FOR SUPERVISORS. Upon receiving a promotion, the employee shall be on probation for six months. During the probationary period, the Chief may, upon making a determination that the employee is not performing to acceptable standards, demote the employee. In such event, the employee shall normally be returned to the position from which the employee was appointed and the employee's salary shall be in accordance with that position. If the chief demoted the employee to a position lower than that from which the employee was appointed, the employee retains all rights to file a grievance regarding said demotion in accordance with Article IX. An arbitrator shall have the power or authority to restore the employee to the position from which the employee was appointed, but no higher.

ARTICLE XV
DRUG-FREE WORKPLACE

SECTION 1

As required in compliance with the Texas Workers ' Compensation Act and the Federal Drug-Free Workplace Act of 1988, as amended, the City and the Association adopt the following policy for the purpose of elimination of drug abuse in the workplace.

It is the goal of the City to provide a work environment that is free from the use, sale, possession or distribution of controlled substances or illegal drugs, and free from the abusive use of legal drugs or alcohol. The City will take reasonable measures to ensure that employee alcohol and drug use does not jeopardize the safety and health of other employees, the public, the success of the city business or our constituent relationships. Employees are absolutely prohibited from using, selling or transferring any controlled substance or drugs while on city property or while performing services pursuant to their employment with the City. Employees are prohibited from reporting to work or from performing any work for the City while impaired by or under the influence of a controlled substance, drug or alcohol.

SECTION 2

For the purposes of this policy, controlled substances are defined as, but not limited to, illegal drugs, any hallucinogenic substances and any non-prescription depressants or stimulants. For the purposes of this provision, the term "drug" also includes alcoholic beverages, prescriptions and illegal inhalant drugs. This provision does not prohibit the use of prescription drugs when taken as directed by an employee's doctor(s) unless the prescription drug impairs the employee's ability to perform his job duties effectively and safely, nor does it prohibit the moderate use of alcohol at City-sponsored social events or business development functions.

SECTION 3

The City will test for presence of alcohol and illegal drugs when there is reasonable cause (i.e. following a work related injury). As a condition of employment, employees may be required to submit to drug tests under circumstances that include, but are not limited to, the following:

- A. incident to investigations of accidents resulting in bodily injury or property damage ;
- B. where, in the City's opinion, violations of safety rules or procedures are suspected;
- C. where, in the City's sole discretion, there is reasonable cause to believe an employee has been engaging in illegal drug use at any time, or working under the influence of alcohol; and
- D. on a periodic basis for employees who return to work after participation in a rehabilitation program.

If there is sufficient cause for an employee to be sent for substance testing, the employee can be removed from the job until the results of the test have been received. Should a test return with positive results, the City reserves the right to discuss the results with the employee. Any employee(s) found to be in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Refusal by an employee to complete and sign the substance testing form, to provide an adequate amount of breath, body fluids or otherwise refuse to cooperate may subject the employee to further disciplinary action, up to and including termination of employment.

SECTION 4

The City will contract when necessary, with certified laboratories that are required to maintain employee test records in confidence. The laboratory shall disclose information related to the results of the drug test of an individual to the individual, to a Human Resources representative and to the Chief of Police only. An employee subject to testing is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol and illegal drugs, including any records pertaining to his or her substance tests. The City will promptly provide the records requested by the employee.

An employee may request help for a substance abuse problem before job performance is impacted. The availability of any rehabilitation programs is governed by the terms of the health insurance policy in effect for all employees. Employees who voluntarily apply for participation in a rehabilitation program shall not be subject to discharge provided the employee seeks assistance prior to being tested for the use of substances covered by this policy and before the City has reason to believe the employee has violated the policy.

Due to the nature of the City's operations and variations necessary to accommodate individual situations, the provisions of this policy or of any related policies, practices, or guidelines may not apply to every employee in every situation. The City reserves the right, within the requirements imposed by federal, state or local government, to rescind, modify or deviate from this or any other policy, practice, or guidelines as it considers appropriate in its sole discretion in either individual or citywide situations with or without notice.

A Human Resources representative will schedule substance testing. The employee will be notified by the Human Resources representative when and where to report for testing

If an employee recognizes a substance abuse problem, they should contact their private physician for assistance. The employee may also request assistance through the Human Resources department.

ARTICLE XVI
REIMBURSEMENT FOR LOST OR DAMAGED ITEMS

SECTION 1

An officer may file a written request with the Chief or his designee for reimbursement for items of a personal nature that are lost or damaged as a result of work-related activity. Except in the case of the Officer's incapacity or required travel out of town, the request must be submitted within five days, in writing, after the incident that resulted in the loss/damage, and the request must be accompanied by a clear explanation of the circumstances of the loss, damaged or stolen property.

Reimbursement is limited to \$300.00 per occurrence, except for a firearm, in which case the limit is \$650.00. The replacement item must be purchased within 30 days of the date the original item was lost or damaged and the receipt must be submitted to the City within 10 days of purchase, unless prior approval of the Chief has been obtained for a different time frame for purchase and submission.

SECTION 2

The City may, at its option, replace the item with an item of comparable worth and quality.

SECTION 3

Reasonable proof of value (such as receipt, cancelled check, seller's statement or catalog information), satisfactory to the Chief, must be provided within thirty (30) days after the occurrence and no payment shall be authorized without such proof.

ARTICLE XVII
TRAINING AND CONTINUING EDUCATION

SECTION 1

A training committee shall be established to make recommendations on training and continuing education for officers. The committee shall consist of the Chief of Police, the President of the Association or his designee and the training officer. The committee shall meet as necessary to make recommendation to the Chief as to training. However, all training decisions shall be totally within the discretion of the Chief.

SECTION 2

The City shall make core training courses, as designated by TCOLE, and necessary for the continuation of an officer's certification, available to all officers. All classes that are offered at no charge in the local and surrounding communities shall be exhausted first, before any out-of-town training is approved.

SECTION 3

In addition to the annual in service training mandated by the Texas Commission of Law Enforcement (TCOLE), each officer may attend up to forty (40) hours per year of TCOLE approved training during on duty hours.

ARTICLE XVIII

PERSONNEL FILES AND SEPARATION

SECTION 1 Badge upon Separation

Each Officer who honorably separates from the Department after 20 years of service shall be given his badge at no charge. . An Officer who separates honorably before their 20 years of service shall have the option to buy his/her badge for the sum necessary to replace the badge at then current prices.

SECTION 2

Service Handgun Upon Separation

Upon Retirement, each Officer who retires/honorably from the force shall have the option to purchase their service handgun. For the sum necessary to replace the handgun at then current prices. The service handgun will be purchased by bill of sale to keep a track of serial number by the City.

SECTION 3

Permanent Personnel File

The Human Resources Director shall maintain one permanent personnel file of all employees. Nothing herein shall preclude the Chief from maintaining an administrative investigatory file or other private administrative file. The Personnel file must contain any letter, memorandum, or document relating to:

- A. A commendation, congratulation, or honor bestowed on the employee by a member of the public or by the employing Department for an action, duty, or activity that relates to the person's official duties;
- B. Any misconduct that resulted in disciplinary action by the Department in accordance with this Agreement. The personnel file shall not contain any information relating to any alleged misconduct by the employee if the final resolution of the entire matter was held to be not sustained, unfounded or reversed in its entirety by an Arbitrator. In the event that an Arbitrator reduced the disciplinary action taken, the personnel file shall reflect the Arbitrator's decision. A letter, memorandum, or document relating to the alleged misconduct by the employee may not be placed in the person ' s permanent personnel file if the Department determines that there is insufficient evidence to sustain the charge of misconduct; and
- C. The periodic evaluation of the employee by a supervisor.

A letter, memorandum, or document relating to the alleged misconduct by the employee that is placed in the person' s permanent personnel file as provided herein and did not result in disciplinary charge or hearing shall be removed from the employee's file if:

1. The disciplinary action was taken without just cause; or
2. The charge of misconduct was not supported by sufficient evidence.

The employee is entitled, on request, to a copy of any letter, memorandum, or document placed in his permanent personnel file. The City may charge the employee a reasonable fee not exceed actual cost for

any copies provided under this subsection. Written reprimands shall be removed from an employee's personnel file after two (2) years.

**ARTICLE XIX
WAGES AND COMPENSATION**

SECTION 1

All wages, monetary supplements, and other monetary benefits are contained in this Article.

SECTION 2

Effective on the first day of each City fiscal year set forth below, the base salaries of all police officers shall be increased by the following percentages, or the percentage of base salary increase paid to the City's non-bargaining unit employees, whichever percentage of salary increase is greater:

Year	Increase (COLA & salary adjustment)	
FY2021-22	\$2.75/hr	
FY2022-23	\$2.50/hr	2.00% (as specified in Section 3 below)
FY2023-24	\$2.50/hr	-

SECTION 3

Upon completion of four years of service in grade an officer other than Probationary, will receive a 2% base salary increase, beginning with the first pay period on after the employee's anniversary date of time in grade.

Probationary Officers will receive a base salary increase in the amount of \$1,000.00 beginning on the date of the first pay period following the officer's completion of the FTO program or six months after their date of hire, whichever comes first.

In the event that the Chief wishes to establish a Commander position as included within Table 1, he shall give thirty days written notice to the Association of the date on which the position will be established. The promotion process set forth in Article XIV shall apply to the Commander position.

SECTION 4

FTO Pay

The City agrees to pay each officer assigned to perform Field Training Officer duties an additional sum of \$1.00 per hour while performing said duties. The Chief shall have the right to establish criteria for selection of officers to be assigned as Field Training Officers. The Chief shall determine the number of Field Training Officers needed and may reduce or increase the number of assignments depending upon the needs of the Department.

SECTION 5

Longevity Pay

- a) Longevity pay in the amount of \$96.00 per year of departmental service, up to a maximum of 25 years, shall be paid on a bi-weekly basis with the officer's regular pay.
- b) It is expressly understood and agreed that this section shall be entitled to preemption including but not limited to the provision of § 141.032 of the Texas Local Government Code.

SECTION 6

Education and Certificate Pay

Effective October 1, 2013 an employee shall be entitled to either Certificate pay or Education pay, at the highest qualifying rate, but shall not be entitled to both. Education pay shall only be payable for degrees or college credit from an accredited college or university. An accredited college or university is an institution of higher education that is accredited or authorized by the Southern Association of Colleges and Schools, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, the Northwest Association of Schools and Colleges, or the Western Association of Schools and Colleges (Reference: TCOLE Rule 211.1(a)(3), as modified by the Commission from time to time). Employees hired on and after October 1, 2013, will not be eligible for either education or certificate pay until their one-year anniversary date.

It shall be the employee's obligation to notify the Police Chief and provide documentation regarding the certificate(s) and/or degree(s) or amount of college credit held by the employee. The employee shall make such notification within 30 days of obtaining one of the below listed certificates or degrees or upon meeting the required amount of college credit. An employee making such a timely notification shall receive the applicable pay dating from the date the certificate, degree or credit is obtained, or in the case of a new hire on their one-year anniversary date. An employee who fails to make such a timely notification shall receive the applicable pay from the date of notification to the Chief.

- a) Certificate Pay
 - (1) Each employee holding an Intermediate TCOLE Certificate shall be paid one hundred dollars (\$100.00) per month. Each employee holding an Advanced TCOLE Certificate shall be paid one hundred twenty-five dollars (\$125.00) per month. Each officer holding a Master TCOLE Certificate shall be paid one hundred fifty dollars (\$150.00) per month.
- b) Education Incentive Pay
 - (1) Each employee holding an Associate's degree or sixty (60) hours of college credit shall be paid one hundred dollars (\$100.00) per month.
 - (2) Each employee holding a Bachelor's degree shall be paid two hundred dollars (\$200.00) per month.
 - (3) Each employee holding a Master's degree shall be paid three hundred dollars (\$300.00) per month.

SECTION 7

Shift Differential

The Chief may, at his discretion implement 10- or 12- hour shifts. In the event such shifts are implemented, the employees assigned to work the extended hour shifts will be entitled to shift differential pay of one dollar (\$1.00)per hour for only those hours actually worked between the hours of 6:00 pm and 6:00 am.

While working traditional eight 8-hour workdays the following shift differentials will apply:

- a) While working the evening/swing shift, Officers shall be paid a shift differential of one dollar (\$1.00) per hour.
- b) While working the graveyard shift, Officers shall be paid a shift differential of fifty cents (\$.50) per hour.
- c) Overtime is paid based on the shift the officer was assigned to and worked that day.
- d) An Officer working a special shift that overlaps two of the regular shifts shall be paid based on the highest applicable shift differential.
- e) This provision shall apply in lieu of any City policy applicable to shift differential for any other employees.

All holiday pay will only be based upon an eight 8- hour workday, regardless of whether the employee is working a 10- or 12-hour shift. Officers wishing to take time off on an actual holiday will need to supplement this time with an additional 2 or 4 hours paid time off leave or comp time leave or utilize part of the 8 hours each work cycle which must be spent (unpaid) to ensure that the proper number of hours are worked each pay period.

In the event the Chief of Police implements a 10-12 shift schedule, overtime will be calculated according to Section 2 – Overtime (hours paid).

SECTION 8

Animal Services Fee

Recognizing that police officers are sometimes required to act in situations when the El Paso County Sheriff's Animal Control Officers are not available to deal with canines, felines, snakes, arachnids, and other wildlife. The City will pay each police officer the sum of \$200.00 once a year to compensate the officers for transporting, caring for, relocating and in some instances destroying arachnids and snakes. The animal services fee will be paid in one lump sum at the beginning of the calendar year for active police officers hired before January 1st and for a new police officer hired after January 1st the amount will be prorated for the remainder of the calendar year.

SECTION 9

Instructor Pay

An Officer who holds an active Instructor Certificate by the Texas Commission on Law Enforcement (TCOLE) shall be paid a differential of one dollar (1.00) per hour while conducting training approved by the Chief, provided by the Department and on a topic approved by TCOLE.

SECTION 10

Specialized Assignments Pay.

- (A) The Chief may authorize assignment pay for police officers who perform specialized functions in their respective department.
- (B) Officers who are to perform specialized task for the department shall be paid an additional \$75.00 per month.
- (C) All specialized tasks only qualify for one payment of \$75.00 per month.
- (D) If officer is assigned to more than one special task it is still observed as one specialized assignment pay.

1. **Hostage Negotiator:** is a police officer designated by the Chief who is trained by the FBI, EPSO and DPS Teams. The negotiator generally is deployed wherever there may be an armed, barricaded subject an intervenes in crisis situations to minimize the potential for loss of life by attempting to resolve incident using negotiation skills.

2. **Special Traffic Investigations:** Officers assigned these duties receive highly technical training specific to vehicle crash investigations requiring additional skills not normally present with a regular patrol. This designation does not include DDACTS assignments or officers assigned to the traffic enforcement unit.

3. **Strategic Response Team:** is a professionally trained and highly equipped team of officers designated by the Chief prepared to safely manage or assist in potentially hazardous incident, that include but not limited to, the delivery of barricaded subjects, hostage situations, high risk warrant service and suicidal subjects. Officers must qualify by passing a serious of rigorous physical test incorporating technical and firearm skills.

4. **Honor Guard:** The Honor Guard serves as a formal ceremonial unit participating in flag-raising ceremonies, parades, memorials, police funerals, as well as providing the Horizon City and Police Department with spirit corps. The Honor Guard member receive specialized training, standardized by U.S. Border Patrol.

On or before the commencement of each fiscal year (October 1), the Chief will designate which officers are eligible to receive Specialized Task Pay for the upcoming fiscal year. The designation will continue through the end of the fiscal year unless an officer becomes disqualified to serve in that capacity because of lapsed certification or training.

SECTION 11

Monthly Paid Compensation

It is expressly understood and agreed that the City reserves the right to prorate and pay all monthly payments in biweekly equivalents.

ARTICLE XX
HOURS OF WORK, OVERTIME AND COURT TIME

SECTION 1

Hours of Work

Employees are normally scheduled to work 40 hours per week as scheduled by the Chief or his designee, but nothing in this Agreement shall constitute a minimum or maximum number of hours of work in any day or week. A meal break and rest break may be taken during the employee's shift in compliance with the Rules and Regulations of the Department.

SECTION 2

Overtime

For the duration of this Agreement, the policy applicable to the computation of overtime and compensatory time shall be as follows: Non-exempt employees, in accordance with the FSLA, are eligible to receive overtime pay or compensatory time in lieu of direct compensation equal to one and one-half (1 ½) times their regular hourly wage for hours worked over forty (40) hours in a work week. Additionally, non-exempt employees are eligible to receive overtime pay of two and one-half (2 ½) times their regular hourly wage for hours worked on a city-designated holiday. The election to receive overtime or compensatory time in lieu of direct compensation for overtime pay is made by the employee each pay period. Overtime is based on hours paid.

At the expiration of this Agreement, the policy applicable to the computation of overtime and compensatory time shall be as provided in the Town of Horizon City Employee Policy Manual or as otherwise further negotiated and agreed to by the parties.

SECTION 3

Court time

- a) An officer who attends court more than one hour before the start of his regularly scheduled shift shall receive a minimum of three (3) hours compensation at time and one half.
- b) If the officer attends court one hour or less before the start of his regularly scheduled shift, the officer shall receive one (1) full hour of compensation at time and one half.
- c) An officer who attends court after his regularly scheduled shift has ended shall receive a minimum of three (3) hours compensation at time and one half.
- (d) If the officer's court assignment begins during his regularly scheduled shift but continues beyond his normal duty hours, the officer will only be entitled to the actual amount of overtime hours worked.

SECTION 4

Miscellaneous

- a) Non-exempt officers who are off-duty and receive notification to return to duty status more than one hour before their regularly scheduled shift or more than thirty minutes after the conclusion of their regularly scheduled shift, shall receive a minimum of three (3) hours of compensation at time and one half.
- b) The City will pay compensation to non-exempt employees for on-call time at the rate of credit for seven (7) hours worked for each week on-call.
- c) The policy regarding Daylight Savings Time be revised so that Officers working the third (3r) shift will be paid 8 hours on the date that Mountain Daylight Savings Time is effective in the Spring of each calendar year, and overtime for one (1) additional hour of work during the date in which the Mountain Standard Time become effective in the Fall of each calendar year.
- d) For the purposes of this Article XX, as of August 2, 2020, the Assistant Chief shall be considered exempt from under FLSA and shall not be eligible for overtime under this Agreement.

ARTICLEXXI

HOLIDAYS, PTO AND BEREAVEMENT LEAVE, AND STRESS MANAGEMENT

SECTION 1

Paid Time Off

Employees should have the opportunity to enjoy time away from the workplace to help balance their lives. Taking some time away from work is essential in maintaining quality performance, job efficiency and health. A designated Paid Time off (PTO) plan that combines traditional time off benefits. Employees may use this for any reason in accordance with the procedures established in this section.

This bank of time does not include the designated holiday schedule. Other time off due to bereavement, military or jury duty is also considered separate from the PTO policy.

PTO must be scheduled in advance, with the supervisor's approval. PTO will not be approved for any day in which the employee is scheduled to appear for court, except to the extent necessary to address illness, medical issues or emergency situations. The only exception to this requirement is an illness or other emergency that you cannot predict in advance. The supervisor will approve the request for non--emergency PTO based on considerations like workflow, operational requirements, business needs and length of service. Officers are accountable and responsible for managing their own PTO hours to allow for adequate reserve to meet paid time off needs.

If the employee is unable to use the full PTO allotment during the year, the employee may be eligible to roll accrued, unused PTO hours into their PTO Bank. The overall maximum number of hours that may be rolled over and carried in the PTO Bank is 1,200 hours.

While the employee' s preference will be accommodated when feasible, there may be times when, due to business considerations, the employee may need to take PTO on days other than preferred ones. The direct supervisor needs approval from the Mayor to payout any accrued, unused PTO not eligible for rollover into the PTO Bank to an active employee.

SECTION 2

Payment of Paid time off Bank (PTO) on Separation

Separation pay for accrued PTO will be paid only to employees with at least six (6) years of actual service who separate in good standing. An employee shall not be considered to have separated in good standing if he is indefinitely suspended or leaves the Department in lieu of termination. The maximum accrued PTO payable will be 1,200 hours.

SECTION 3

PTO Accrual Rates and Carryover

PTO Schedule for Regular Full Time Employees

	Years of Service	Annual Paid Time Off Allotment	Max PTO Leave Bank Carryover Per Year
A	90 days or less	16 hours	No hours allowed except for an employee hired from October 1 st through December 31 st .
B	91 days to 1 year	64 hours	No hours allowed except for an employee hired from July 1 st through September 30 th .
C	1 year	160 hours on an annual basis, proportionally reduced to be allotted from the date of the first anniversary through December 31 st .	80 hours or one half of allotment, whichever is less.
D	2 to 5 years	160 hours	80 hours
E	6 years	168 hours	80 hours
F	7 years	176 hours	80 hours
G	8 years	184 hours	80 hours
H	9 years	192 hours	80 hours
I	10 to 15 years	200 hours	80 hours
J	Over 15 years	240 hours	80 hours

Employees in their first year of employment will be allotted PTO as provided in lines A and B in the above chart, starting on the first day of employment. Any employee hired during the period from October 1st through December 31st may carryover a maximum of 8 hours of PTO of their first year's PTO allotment, and any employee hired during the period from July 15th through September 30th may carry over a maximum of 32 hours of PTO during their first year's PTO allotment.

On the day of their first anniversary of employment, PTO will be allotted as provided in line C in the above chart. Such allotment will be proportionally reduced so as to be an allotment only for the time period beginning on the day of the Employee's first anniversary through December 31st of that year. However, in no event will an Employee receive a proportional allotment of less than 8 hours of PTO.

PTO for employees with two or more years of service will be allotted their PTO as provided in the applicable line from D through J of the above chart on January 15th of each year.

Proportional reduction of an employee's PTO allotment is to reduce the maximum annual PTO allotment based on the difference between a full year and the number of days remaining in the year at the time the allotment is made. By way of example, an employee who is awarded his PTO on a first anniversary date of June 1st, will have his PTO proportionally reduced by 50%, and will be allotted 80 hours of PTO through December 31st.

SECTION 4

Bereavement Leave

- A. Funeral Leave for an Immediate Family Member. When a death occurs in an employee's immediate family, all regular full-time employees may take up to four (4) days off with pay to attend the funeral or make funeral arrangements. The days off must be consecutive and must be taken within one week after the death occurs. The City requires verification of the need for the leave. Immediate family members are defined as an employee's spouse, parents, stepparents, siblings, children, stepchildren, foster children, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. Spouse includes a common-law spouse and a person with whom the employee lives in a similar relationship.
- B. Funeral Leave for an Extended Family Member. All regular, full-time employees may take up to two (2) days off with pay to attend the funeral of an extended family member. Extended family members are defined as an employee's stepsiblings and step-grandchildren, an aunt and uncle by consanguinity (blood) or affinity (marriage), and a first cousin, niece, and nephew by consanguinity.
- C. Funeral Leave for other Family or Non-Family Members. All regular, full-time employees may take up to one (1) day off with pay to attend the funeral of a family member not listed above or a close, non-family member. This time off will be considered by the Chief on a case-by-case basis. The City requires verification of the need for the leave. This leave benefit is limited to 2 paid workdays per calendar year per employee.
- D. Additional Time Off. The City understands the deep impact that death can have on an individual or a family therefore additional non-paid time off (or paid-time off from an employee's personal annual allotment) may be granted. The additional time off may be granted depending on the circumstances such as distance and the individual's responsibility for funeral arrangements.

SECTION 5

Holidays

The designated holidays are as follows:

Day*	Date
New Year's Day	January 1
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

*=Officers working shifts will be given an additional day off if the holiday falls on his regularly scheduled day off.

Each officer will be entitled to one 8-hour floating holiday per fiscal year. The floating holiday can be taken in coordination with the Officer's supervisor anytime during the year. In the event the Officer is assigned to a 10- or 12-hour shift, the time off over the 8 hours floating holiday must be charged against the Officer's PTO balance. It shall be each Officer's responsibility to schedule and take their floating holiday. If not used, the Floating Holiday will expire at the end of each calendar year and will not be carried over.

If the City provides non-bargaining unit employees with an additional holiday, employees who are members of the bargaining unit shall receive the additional holiday.

An employee must work the scheduled workday before and after a holiday to receive holiday pay unless the absence is due to:

- Personal illness or injury which can be substantiated;
- Approved PTO;
- Jury Duty;
- Family Death ;

Holiday hours have no cash value upon termination. Holiday hours are considered "hours worked" and are therefore included in the calculation of overtime.

SECTION 6

Administrative Leave

Officers may be granted Administrative Leave based on participation in a City or departmental program that awards Administrative Leave to program participants or for any purpose or event authorized by the Chief.

SECTION 7

Stress Management

Both the City and the Association believe that it is to be their mutual benefit to have the stress management services set forth in this Article available to officers when the Chief has determined that such services will benefit the officer and the City.

1. The City will, on an independent contract basis, engage the service of qualified individuals to provide individual counseling services for officers (hereafter designated as an "expert") under the following circumstances and conditions:
2. The Chief may require an officer to participate in individual counseling services provided by the expert as part of a behavioral cause investigation or a post trauma referral.

- a) A behavioral cause investigation is an after the fact referral made when, during the course of an administrative investigation, the Police Chief determines there is a reasonable belief that such exam or assistance is necessary for the continued employment of the officer. The employee shall be given the opportunity to confer with an Association representative prior to an examination ordered under this provision.
- b) A post trauma referral occurs when an officer, in the performance of his duties, has been involved in the shooting of another individual , where the officer has been exposed to any incident or situation where another may have suffered injury or death, or where the officer has been involved in any other situation that the Chief determines to be of such a serious nature such that referral will benefit the officer and/or the Department.

In cases where an officer, in the performance of duties, has been involved in a shooting, the expert and another person of the officer's choice will be immediately notified and allowed immediate access to the officer involved.

- 3. All conversations between the officer and the expert performing the individual counseling services shall be considered privileged as to the officer. When the expert has concluded that the officer constitutes a clear danger to himself or others, the expert shall immediately notify the Chief of said danger. The expert shall only report to the Chief only compliance or noncompliance with the order to submit to evaluation and/or compliance or noncompliance with treatment of the expert. The expert shall also, at the appropriate time, report to the Chief that either the maximum individual counseling sessions have occurred or that no further participation by the officer is required.
- 4. The services of the expert shall be designed to provide assistance to the officer, under the circumstances set forth herein, in order to manage problems of stress affecting the ability of the officer to effectively perform the duties of a police officer. It is not the intent of this Article to provide counseling services in areas other than that which directly affect the officer.
- 5. The costs involved in the evaluation and treatment of any officer who is required to participate in the services shall be paid by the City as follows: The first five individual counseling sessions shall be paid by the City. Upon approval by the Chief, additional individual counseling sessions, not to exceed an additional three (3) sessions, shall be paid by the City.
- 6. The provisions in this Article shall not be constructed as preventing the Chief from requiring independent evaluation of an officer by an appropriate expert of the Chiefs choice under appropriate circumstances and conditions.

ARTICLE XXII
REEMPLOYMENT

A former employee may be considered for reemployment if performance reviews and other performance documentation from the prior period of employment indicate acceptable prior performance, and the applicant meets the requirements of the position for which he or she has applied. Reemployment is not automatic.

A former employee who is reemployed following a break-in-service in excess of 30 days other than an approved leave of absence will be considered a new employee at the time of reemployment and will be on probation for 90 days and subject to disciplinary action including termination in accordance with the provisions in Article II, #22 and Article IX, Section 2A. Any rehired employee who has been separated for 12 months or less will be re-credited with prior service for purposes of PTO and other policies based on service. Rehired employees who have been separated for more than 12 months will not receive credit for prior service.

Re-eligibility for applicable Retirement Plans and or Health and Welfare plans is governed by the specific plan provisions.

ARTICLE XXIII
CLOSING STATEMENTS

SECTION 1

No agreement, understanding, alteration or variation of the Agreement, its term or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto. The failure of the City or the Employees to insist in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the City or the employees to future performance of any such term or condition, and the obligations of the City and the employees as to such future performance shall continue in full force and effect.

SECTION 2

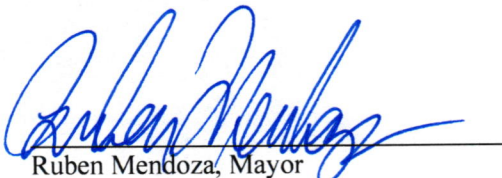
The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained.

SECTION 3

If any provision of this Agreement is found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of the Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS COLLECTIVE
BARGAINING AGREEMENT ON THE DATES SET BY THEIR NAMES.

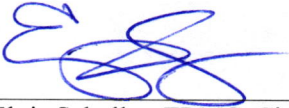
TOWN OF HORIZON CITY



Ruben Mendoza, Mayor

Dated 8/31/21

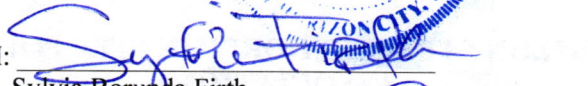
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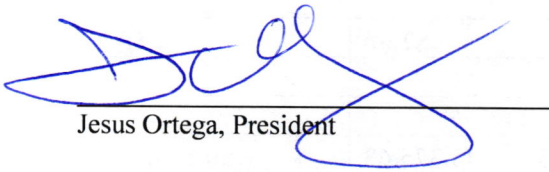
Elvia Schuller, TRMC, City Clerk



APPROVED AS TO FORM:

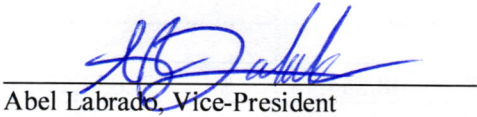

Sylvia Borunda Firth
Assistant City Attorney

HORIZON CITY POLICE ASSOCIATION



Jesus Ortega, President

Dated 8/30/21



Abel Labrado, Vice-President

Dated 9/02/2021

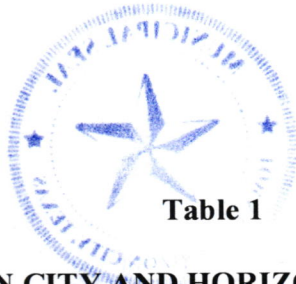


Table 1

TOWN OF HORIZON CITY AND HORIZON CITY POLICE OFFICERS ASSOCIATION

**Base salary schedule as per Article XIX, Section 3
Effective October 1, 2021**

Year	FY2021-22	FY2022-23	FY2023-24
Increase per hour	\$2.75	\$2.50	\$2.50
Probationary	\$ 40,175.63	\$ 45,375.63	\$ 50,575.63
Patrol Officer	\$ 42,731.27	\$ 47,931.27	\$ 53,131.27
*Senior Patrol Officer			
Detective	\$ 43,654.43	\$ 48,854.43	\$ 54,054.43
*Senior Detective			
Corporal	\$ 45,377.33	\$ 50,577.33	\$ 55,777.33
*Senior Corporal			
Sergeant	\$ 48,643.85	\$ 53,843.85	\$ 59,043.85
*Senior Sergeant			
Lieutenant	\$ 53,702.74	\$ 58,902.74	\$ 64,102.74
*Senior Lieutenant			
Commander	\$ 73,711.37	\$ 78,911.37	\$ 84,111.37
Asst. Chief	\$ 93,720.00	\$ 98,920.00	\$ 104,120.00

*Refer to Article XIX, Section 3