

NOTICE OF REGULAR MEETING OF
THE CITY COUNCIL OF
THE CITY OF ODEM, TEXAS
MAY 7, 2024

Notice is hereby given that the City Council of the City of Odem will meet at the Odem Public Library, 516 Voss Avenue, Odem, Texas at 7:00 p.m. in a **REGULAR MEETING** on May 7, 2024 and the following matter will be the subject of the **REGULAR MEETING**:

I. CALL MEETING TO ORDER:

- A. Declare a quorum.
- B. Pledge the Allegiance to the Flag of the United States and the Texas Flag.
- C. ANNOUNCEMENT ON DISCLOSURE OF CONFLICTS OF INTEREST:
Any Conflicts of Interest or Appearance of a Conflict of Interest with items on this agenda shall be declared at this time. Members with conflicts will refrain from voting and are asked to refrain from discussion on such items. Conflicts discovered later in the meeting shall be disclosed at that time.
- D. Adopt the following Resolution(s), Proclamation(s), and/or Order(s):
 - 1) Recognition of the accomplishments of Odem Edroy ISD athletes in the 2023-24 school year.
- E. Public Comments - Citizens to be heard.
PLEASE LIMIT COMMENTS TO THREE (3) MINUTES. A PERSON SHALL NOT BE ALLOWED TO ASSIGN THE THREE (3) MINUTES TO ANYONE ELSE.

II. DISCUSSION AND ACTION ITEMS TO BE CONSIDERED:

- A. Discuss, consider and take action to approve the minutes of the Regular Meeting held on April 2, 2024 and the Workshop meeting held on April 6, 2024.
- B. Discuss, consider and accept the resignation of Municipal Judge Yolanda Guerrero.
- C. Discuss, consider and take action to approve a proposed interlocal agreement between the City of Odem, San Patricio County, Commission Lilly Wilkinson - Precinct 3 and Odem Little League regarding improvements at the Little League Park.
- D. Discuss, consider and take action to approve a proposed interlocal agreement between the City of Odem and San Patricio County, Commission Lilly Wilkinson - Precinct 3 regarding assistance with light road repairs, motor vehicle and heavy equipment repairs.

- E. Discuss, consider and take action to approve a proposed agreement between the City of Odem and Workforce Solutions of the Coastal Bend regarding Workforce Solutions providing subsidized workers for clerical and maintenance work.
- F. Discuss, consider and take action to approve an interlocal agreement between the City of Odem and OmniBase Services of Texas FTA.
- G. Discuss, consider and take action to approve an agreement with Baen Consulting, LLC for providing services related to continuity of operations, providing analysis and guidance of the FY 2023-24 Budget. Assist in the development of the FY 2024-25 Budget, property tax issues, bond indenture and the issuance of such.
- H. Discuss, consider and take action to approve and allow Ms. Amanda Lindgren to keep and maintain 4H livestock on her property located at 605 Main Street.
- I. Discuss, consider and take action to approve and allow Ms. Maria Garza to rezone her property, located at 202 Cook Street, from residential to commercial so she can convert the home to a full-time daycare.
- J. Discuss, consider and take action to surplus the Odem Police Department vehicles (2019 Dodge Durango, Black - VIN# 1C4SDJFT4KC631923 and 2020 Dodge 1500, Black - VIN#1C6SRFFTXLN331069).
- K. Discuss, consider and take action to authorize the City Administrator to accept an offer from Calallen Independent School District to purchase two Odem Police Department vehicles (2019 Dodge Durango, Black - VIN# 1C4SDJFT4KC631923 and 2020 Dodge 1500, Black - VIN#1C6SRFFTXLN331069) for their future campus police department.

IV. NON-ACTION ITEMS:

- A. Discuss Hurricane Preparedness and other potential emergency plans.
- B. Discuss options to fill the Municipal Judge vacancy.

V. MAYOR, COUNCIL AND STAFF REPORTS:

- A. Mayor reports regarding:
 - 1) Update on Operation Loan Star and the final review from the Governor's Office.
- B. Councilmember, Place Five Reports regarding:
 - 1) Odem Economic Development Corporation activities and projects

VI. ADJOURNMENT:

- A. Adjourn

NOTE: The City of Odem reserves the right to retire into executive session concerning any of the items on this agenda whenever it is considered necessary and legally justified under the Open Meeting Act, Chapter 551 of the Texas Government Code.



Salome Hernandez III
CITY ADMINISTRATOR

I, Salome Hernandez III, City Administrator, certify that the above notice of the Regular Meeting was posted on the Bulletin Board at City Hall of the City of Odem, Texas on May 2, 2024 at 7:00 p.m.



Salome Hernandez III
CITY ADMINISTRATOR

**MINUTES OF MEETING OF THE CITY COUNCIL
CITY OF ODEM, TEXAS
April 2, 2024**

On this day, Tuesday April 2, 2024 the City Council of the City of Odem met at the Odem Public Library, 516 Voss Avenue, Odem, Texas at 7:00 p.m. The meeting was called to order by Mayor David Bargas Maldonado with the following members present to wit:

David Bargas Maldonado	Mayor
Billy Huerta	Alderman Place 1
Yolanda Robles-Alvaro	Alderman Place 2
Isaac Dominguez	Alderman Place 3
Jesse Falcon	Alderman Place 4/Mayor Pro-Tem
Elizabeth Candela	Alderman Place 5
Epimenio Ysassi	City Attorney
Salome Hernandez III	City Administrator

I. CALL MEETING TO ORDER:

A. Declare a quorum

- **All members of the Council were present**

B. Pledge the Allegiance to the Flag of the United States and the Texas Flag

C. Public Comments - Citizens to be heard – **NONE**

II MONTHLY REPORTS:

A. Quarterly report from Municipal Court -Judge Yolanda Guerrero/Attorney Epi Ysassi

- **Judge Guerrero gave a quarterly report on pending cases and revenue. Councilmember Dominguez asked for clarification cases marked under “payment plan.” Mayor Maldonado directed the Judge to utilize personnel provided by the Linebarger firm to assist in disposing of cases from 2016 to present. Councilmember Dominguez and Councilmember Alvaro asked for clarification of the revenue reported.**

B. Quarterly report from Odem EMS- Stephanie Newsome

- **Ms. Newsome gave a report on count and types of dispatch calls the EMS team had from February 27,2024 through March 24,2024. Mayor Maldonado asked who covers the city when EMS are called outside the city limits. Ms. Newsome stated that she shifts an EMS units close by.**

C. Quarterly report from Odem Maintenance Department - Jerry Sanchez

- **City Administrator Sal Hernandez gave the Maintenance Department report as Mr. Sanchez was unable to attend. Mr. Hernandez gave a report on pending work orders and the status of various vehicles, tool and equipment. He also reported three new maintenance employees have been hired. Mayor Maldonado commented that old sewer pipes may need to be ultimately replaced in specific parts of town. Councilmember Falcon commented on some reported issues regarding conduct of maintenance employees. Mr. Hernandez stated that he did address those concerns with staff. Councilmember Huerta mentioned that there were trackers in all the maintenance trucks and to look into how to access that data for evaluation. Mayor Maldonado asked that removal of the brush pile at the maintenance shop be looked into.**

D. Quarterly report from Fire Department - Chief Robert Beltran

- **Chief Robert Beltran gave a report on count and types of dispatch calls the Fire Department was dispatched to. Chief Beltran reported the loss and gain of three volunteer fire fighters as well as department expenses. Chief Beltran also reported the need for new tires for Engine Seven along with completed repairs to various vehicles and equipment.**

III. DISCUSSION AND ACTION ITEMS TO BE CONSIDERED:

A. Discuss, consider and take action to approve the minutes of the Special Call Meeting held on March 26, 2024.

- **Councilmember Falcon made a motion to approve the minutes with amendments to add the members present. Seconded by Councilmember Alvaro. A vote was taken and the motion passed unanimously.**

B. Discuss, consider and take action to approve a proposed interlocal agreement between the City of Odem and San Patricio County regarding Animal Control.

- **Councilmember Falcon made a motion to approve the agreement. Seconded by Councilmember Candela. Representatives from the San Patricio Animal Control answered question from council and gave clarification of the limits of the agreement. A vote was taken and the motion passed unanimously with noted amendments.**

C. Discuss, consider, and take action to appoint The San Patricio County Animal Control Supervisor as the Local Rabies Control Authority.

- **Councilmember Falcon made a motion to approve the appointment. Seconded by Councilmember Alvaro. A vote was taken and the motion passed.**

D. Discuss, consider and take action to approve Resolution #634, designating the City Administrator to act as custodian of the Odem Police Department's records and designating the City Administrator as the city's agent for service of a formal request for public records of the Odem Police Department.

- **Councilmember Candela made a motion to approve the resolution. Seconded by Councilmember Alvaro. Councilmember Dominguez asked for legal clarification. City Attorney, Mr. Ysassi gave clarification. There was discussion between councilmembers, the City Administrator and the City Attorney of the location of the police department files and having proper legal access. A vote was taken and the motion passed with amendments.**

E. Discuss, consider and take action to approve Resolution #635, recognizing the service and commitment of the City of Odem Volunteer Fire Department members.

- **Councilmember Dominguez made a motion to approve the resolution. Seconded by Councilmember Candela. Mayor Maldonado recognized the meritorious service of the members of the Odem Volunteer Fire Department. A vote was taken and the motion passed.**

IV. MAYOR, COUNCIL AND STAFF REPORTS:

A. Mayor reports regarding:

1) Update on Operation Loan Star and the review of the Governor's Office.

- **Mayor Maldonado reported that the documentation requested by the state was submitted along with a check for \$768.55 and that the Office of the Governor will soon deliver a final report.**

- 2) Update on Internal Department reviews.
 - **Mayor Maldonado mentioned some discrepancies at city hall and the police impound. The City Attorney provided the legal way for a city to sell municipal property.**
- 3) Update on potholes and drainage on Front Street.
 - **Mayor Maldonado stated that he and the City Administrator are analyzing the pot issue throughout the city and how to address it. He also gave an update on the status on the San Patricio Drainage District project that will address drainage issues on Front Street and that work was well underway.**
- 4) Update on homeless concerns.
 - **Mayor Maldonado reported on what can and can't be done in regards to homeless individuals.**

B. Councilman, Place Four Reports regarding:

- 1) Odem Economic Development Corporation activities and projects
 - **Councilmember Falcon reported on the recent Easter Egg Helicopter Drop Event on March 24, 2024. He yielded to Councilmember Candela to elaborate on the activities and the Economic Development Corporation's financial contribution to the Odem Events Association's event. Mayor Maldonado elaborated on some other details of the occasion.**

C. City Administrator Reports regarding:

- 1) Financial Report
- 2) Technology and plan to digitize all records
- 3) Initial assessment of staff, spending practices and city facilities.
 - **The City Administrator reported consistencies and inconsistencies of payments and entries made into Incode regarding revenue and from the approved budget. Mr. Hernandez stated that he was investigating the inconsistencies. Mr. Paul Baen added additional clarification on the inconsistencies regarding entries into the system and how to improve. Mr. Baen stated that while there can be improvements, the utility and garbage revenue process is working well. Mayor Maldonado stated that more discussion regarding these issues will occur at the workshop meeting on April 6th. An audience member asked for clarification on the source of stagnation. Mayor Maldonado and Mr. Baen gave their analysis and that things are moving forward.**

Mr. Hernandez gave a brief assessment of city staff and operations, some minor changes that have been made to city operations and how he will start to address lingering city functional issues. Mr. Hernandez also gave an update on the 2020-2021 fiscal year audit. He also briefed the council on some upgrades that will enhance the city's technology and some shortfalls. Mr. Hernandez also reported that that certain monthly payments made for the police department were stopped and that certain equipment that was not paid for will be returned. He also reported on other financial inefficiencies.

- **Councilmember Huerta brought up that there were yard signs on city easements that needed to be removed. The City Administrator mentioned that Councilmember Falcon had previously brought this up and that it will be addressed.**

V. ADJOURNMENT:

A. Adjourn

- **Councilmember Candela made a motion to adjourn. Seconded by Councilmember Falcon. A vote was taken and the motion passed to adjourn at 9:40pm.**

MAYOR

Attest: Salome Hernandez III
CITY ADMINISTRATOR

**MINUTES OF WORKSHOP OF THE CITY COUNCIL
CITY OF ODEM, TEXAS
April 6, 2024**

On this day, Saturday, April 6, 2024 the City Council of the City of Odem met at the Odem Public Library, 516 Voss Avenue, Odem, Texas at 9:15 a.m. The workshop was called to order by Mayor David Bargas Maldonado with the following members present to wit:

David Bargas Maldonado	Mayor
Isaac Dominguez	Alderman Place 3
Jesse Falcon	Alderman Place 4/Mayor Pro-Tem
Elizabeth Candela	Alderman Place 5
Salome Hernandez III	City Administrator

I. CALL MEETING TO ORDER:

- A. Declare a quorum
 - **All members of the Council were present with exception of Councilmembers Alvaro and Huerta.**
- B. Pledge the Allegiance to the Flag of the United States and the Texas Flag
- C. Public Comments - Citizens to be heard –**NONE**

II. WORKSHOP:

The following matters were the subject of the workshop:

- A. The future of the Odem City Police Department with local law enforcement agencies.**
- B. The future development projects in and around Odem with a presentation and information from Lori Walker with A-1 Contracting Inc. regarding her past developments and upcoming projects in and around the city.**
- C. Resolutions to clerical, billing and payment issues.**

NOTE: The City of Odem reserves the right to retire into executive session concerning any of the items on this agenda whenever it is considered necessary and legally justified under the Open Meeting Act, Chapter 551 of the Texas Government Code.

The Council convened into Executive Session at 10:52 a.m. and reconvened into Open Session at 11:52 a.m.

III. ADJOURNMENT:

- A. Adjourn
 - **The meeting was adjourned at 12:39 p.m.**

MAYOR

Attest: Salome Hernandez III
CITY ADMINISTRATOR

State of Texas §

County of San Patricio §

***INTERLOCAL AGREEMENT BETWEEN
SAN PATRICIO COUNTY, TEXAS AND ODEM LITTLE LEAGUE***

This Interlocal Cooperation Agreement (“Agreement”) is made between the County of San Patricio, Texas (the “County”), a political subdivision of the State of Texas, and the Odem Little League (the “Little League Organization”) and City of Odem (the “City”), a municipality and political subdivision of the State of Texas, commencing on approval by both governing bodies and terminating on December 31st, 2024.

WHEREAS, the Little League Organization, the City and the County of San Patricio, Texas are desirous of reconditioning of the off street areas and parking areas approved by the County Commissioner of Precinct 3; and

WHEREAS, there exists mutual interest in fostering a cooperative relationship between the City, the County and the Little League Organization; and

WHEREAS, both the County, the City and the Little League Organization possess the legal authority to construct such improvements and may enter into this Agreement under the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, for the maintenance and reconstruction of such improvements;

NOW, THEREFORE, IT IS AGREED BY SAN PATRICIO COUNTY, TEXAS, THE CITY OF ODEM AND THE ODEM LITTLE LEAGUE, AS FOLLOWS:

1. Description of the Project. Please refer to the Map and Description. The Project (the “Project”) includes (A) rehabbing driveways with one or more of the following materials: limestone, D plus, LRA Precoat PB 3 Sac B, LRA Precoat PB 4 Sac B, WRAP, Rock 3, or Rock 4, Type II, roll and compact; (B) Install traffic control barriers (TCB’s) for approximately 114 feet. TCB’s will be placed so many feet from the North edge of the road (to be specified later); grade frontage and add Flexbase, WRAP, and process to slope away from the field; (C) Elevation shots will be taken as needed; (D) Bullards and cable of approximately 80 feet of the South end of the TCB’s, as more specifically described in the attached Exhibit A. The plans and specifications may need additional development by the Little League Organization or the City and may be amended from time to time, subject to the County’s approval.

2. Cost. The Little League Organization, the City and the County agree that the City and the Little League Organization shall pay, at its sole expense, for any materials needed to complete the Project and the County shall furnish at the County's sole expense all equipment and labor needed to complete the Project.

Location of Scope of Work:

1. See attachment for work description

If costs exceed \$15,000 upon completion of the potential projects, the County shall present all invoices to the City and Little League Organization setting out the actual costs of all services and equipment fees. The City and Little League Organization shall pay the County no later than thirty (30) days from the date of written invoice to the City and Little League Organization. The final costs are subject to adjustments based on actual hours of equipment used and quantities used.

- A. Road Maintainer \$50.00
- B. Water Truck \$40.00
- C. Roller/Compactor \$45.00
- D. Backhoe \$45.00
- E. 14 Yard. Dump Truck (Tandem) \$55.00
- F. Pickup/Trailer \$25.00
- G. Road Materials \$Actual cost incurred by the County
- H. Motor grader \$55.00
- I. Hauling Truck \$50.00

3. Compliance with Laws. The City, Little League Organization and County will comply with applicable laws.
4. Approval by Governing Bodies. Each party represents this Agreement has been duly authorized and approved by the governing body of the party as required for an interlocal agreement pursuant to the Texas Interlocal Cooperation Act.
5. Insurance and Indemnification. The County, the City and the Little League Organization shall maintain at all times during the term of this Agreement, at each's sole cost and expense, commercial general liability insurance covering all risks of loss and for equipment furnished by the County and each shall name the other as an additional insured under the policies.

The County shall indemnify and hold harmless the City and the Little League Organization, its employees, agents, representatives and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and lawsuits of whatsoever kind or character arising out of or in connection with any act or omission of the County or its employees or agents during the term of this Agreement.

The City and the Little League Organization shall indemnify and hold harmless the County, its employees, agents, representatives and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and lawsuits of whatsoever kind or character arising out of or in connection with any act or omission of the City and the Little League Organization or its employees or agents during the term of this Agreement.

Nothing herein shall be deemed in any manner to constitute a waiver of any governmental immunity or affirmative defense, which may be asserted by the County, the City or the Little League Organization pursuant to law. Nor shall this provision be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement or to create any rights for the benefit of a person not a party to this Agreement.

6. Notices. Notices under this Agreement shall be addressed to the parties as indicated below unless changed by written notice to such effect and shall be effective when delivered or when deposited in the U.S. Mail, post prepaid, certified, return receipt requested.

SAN PATRICIO COUNTY

The Honorable David R. Krebs
County Judge
1301 E. Sinton St. Suite C
Sinton, Texas 78387

Odem Little League Organization

Adam Martinez
President of the Odem Little
League
PO Box 1269
Odem, Texas 78370

CITY OF ODEM

The Honorable David Bargas Maldonado
City Mayor
514 Voss Ave.
Odem, TX 78370

7. Performance. This Agreement shall be performed in San Patricio County, Texas, and shall be interpreted according to the laws of the State of Texas.
8. Termination. This Agreement may be terminated by the Little League Organization, the City or the County by serving 30 days written notice of termination.
9. Entire Agreement. This Agreement represents the entire Agreement between the parties and may not be modified by any oral agreements or understandings. Any amendment or supplemental addenda must be made in writing and signed by all parties.

10. Assignment. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors. This Agreement may not be assigned by any party without the written consent of the other party.

11. Effective Date. Execution to be effective as of the last execution date set forth below.

This agreement has been approved by the governing bodies of the City and of the County.

Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

_____ Adam Martinez, President of the Odem Little League

EXECUTED by the Little League Organization on the ____ day of May, 2024.

_____ Gil Perez, Vice President of the Odem Little

League EXECUTED by the Little League Organization on the ____ day of May, 2024.

_____ David Bargas Maldonado, Mayor of Odem

EXECUTED by the City of Odem on the ____ day of May, 2024.

ATTEST:

_____ Sal Hernandez, City Administrator

_____ David Krebs, County Judge

EXECUTED by the County of San Patricio, Texas on the _____ day of May, 2024.

ATTEST:

_____ Gracie Alaniz Gonzales, County Clerk

State of Texas §

County of San Patricio §

***INTERLOCAL AGREEMENT BETWEEN SAN PATRICIO COUNTY,
TEXAS AND CITY OF ODEM, TEXAS***

This Interlocal Cooperation Agreement (“Agreement”) is made between the County of San Patricio, Texas (the “County”), a political subdivision of the State of Texas, and the City of Odem, Texas (the “City”), a municipality and political subdivision of the State of Texas, commencing on approval by both governing bodies and terminating on December 31st, 2024.

WHEREAS, the City of Odem, Texas and the County of San Patricio, Texas are desirous of assistance with light road repairs, motor vehicle and heavy equipment repairs approved by the County Commissioner of Precinct 3; and

WHEREAS, there exists mutual interest in fostering a cooperative relationship between the County and the City; and

WHEREAS, both the County and the City possess the legal authority to assist with light road repairs, motor vehicle and heavy equipment repairs and may enter into this Agreement under the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, for the maintenance of such improvements;

NOW, THEREFORE, IT IS AGREED BY SAN PATRICIO COUNTY, TEXAS AND THE CITY OF ODEM, TEXAS, AS FOLLOWS:

1. Description of the Project. The Project (the “Project”) includes assistance on light road repairs, motor vehicle and heavy equipment repairs approved by the County, the City, and by the Commissioner of Precinct 3, as more particularly described in plans and specifications to be developed by the City as may be amended from time to time during the repair process.
2. Cost. The City and the County agree that the City shall pay, at its sole expense, for any parts and labor needed to complete the Project.
 - A. Labor charges as follows:
 - i One (1) man patching - \$15.05 per hour
 - ii Mechanic labor - \$30.05 per hour

Location of Scope of Work:

1. Repairs to motor vehicle(s) and heavy equipment as requested by the City.
2. Light repairs to roads.

The County shall present all invoices to the City setting out the actual costs of all services. The City shall pay the County no later than thirty (30) days from the date of written invoice to the City. The final costs are subject to adjustments based on actual hours of labor used.

3. Compliance with Laws. The City and the County will comply with applicable laws.
4. Approval by Governing Bodies. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. This Agreement has been duly authorized and approved by the governing body of the party as required for an interlocal agreement pursuant to the Texas Interlocal Cooperation Act.
5. Insurance and Indemnification. The County and the City shall maintain at all times during the term of this Agreement, at each's sole cost and expense, commercial general liability insurance covering all risks of loss and for equipment furnished by the County and each shall name the other as an additional insured under the policies.

The County shall indemnify and hold harmless the City, its employees, agents, representatives and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and lawsuits of whatsoever kind or character arising out of or in connection with any act or omission of the County or its employees or agents during the term of this Agreement.

The City shall indemnify and hold harmless the County, its employees, agents, representatives and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and lawsuits of whatsoever kind or character arising out of or in connection with any act or omission of the City or its employees or agents during the term of this Agreement.

Nothing herein shall be deemed in any manner to constitute a waiver of any governmental immunity or affirmative defense, which may be asserted by the County or the City pursuant to law. Nor shall this provision be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement or to create any rights for the benefit of a person not a party to this Agreement.

6. Notices. Notices under this Agreement shall be addressed to the parties as indicated below unless changed by written notice to such effect and shall be effective when delivered or when deposited in the U.S. Mail, post prepaid, certified, return receipt requested.

SAN PATRICIO COUNTY

The Honorable David R. Krebs
County Judge
1301 E. Sinton St. Suite C
Sinton, Texas 78387

CITY OF ODEM

The Honorable David Bargas Maldonado
Mayor
514 Voss Ave.
Odem, Texas 78370

7. Performance. This Agreement shall be performed in San Patricio County, Texas, and shall be interpreted according to the laws of the State of Texas.
8. Termination. This Agreement may be terminated by the City or the County by serving 30 days written notice of termination.
9. Entire Agreement. This Agreement represents the entire Agreement between the parties and may not be modified by any oral agreements or understandings. Any amendment or supplemental addenda must be made in writing and signed by both parties.
10. Assignment. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors. This Agreement may not be assigned by any party without the written consent of the other party.
11. Effective Date. Execution to be effective as of the last execution date set forth below.

_____ David Bargas Maldonado, City Mayor

EXECUTED by the City of Odem, Texas on the ____ day of May, 2024.

ATTEST:

_____ Sal Hernandez, City Administrator

_____ David Krebs, County Judge

EXECUTED by the County of San Patricio, Texas on the ____ day of May, 2024.

ATTEST:

_____ Gracie Alaniz Gonzales, County Clerk

WORK EXPERIENCE (WE) WORK SITE AGENCY AGREEMENT

This agreement is entered into and between Workforce Solutions of the Coastal Bend (WFSCB) and the undersigned Work Site Business/Agency in connection with Work Experience. The purpose of this agreement is to provide a statement of responsibilities for each of the parties to this agreement.

Workforce Solutions of the Coastal Bend (WFSCB)

1. Workforce Solutions of the Coastal Bend will provide a group or individual orientation to an assigned Worksite Supervisor and alternate supervisors, prior to the placement of a participant to a worksite. The orientation will include the objectives of the program, the required documentation for placement, supervisory responsibilities, participant responsibilities, record keeping and program regulations.
2. Workforce Solutions of the Coastal Bend will use the participant's component enrollment and objective assessment results to assist with the assignment to a work site slot.
3. Workforce Solutions of the Coastal Bend will provide access to a full-time employer liaison that will assist the worksite with the identification and resolution of training issues.
4. Workforce Solutions of the Coastal Bend will observe worksites for compliance with all objectives of the program, supervisor responsibilities, training responsibilities, record keeping, safety, and compliance with applicable program regulations including Child Labor Laws when applicable.
5. Workforce Solutions of the Coastal Bend will subsidize all employee wages for the scheduled work hours as stated on the Placement Authorization Form and in accordance with current Federal Minimum Wage Regulations.
6. Workforce Solutions of the Coastal Bend will maintain a current Worker's Compensation Policy for all work experience participants.
7. Workforce Solutions of the Coastal Bend may provide, at no cost to the worksite, all safety equipment required for the Work Experience placement.

Work Site Business/Agency

1. Business/Agency Worksite Supervisors, direct and alternate, will attend an employer orientation to have a working knowledge of the work experience placement.
2. Business/Agency will provide full time Worksite Supervisors for the participant during their scheduled work hours. Full time supervision may be provided by the direct supervisor or the alternate supervisor. If during the training period the worksite reassigns supervisory responsibilities associated with the participant, the worksite will notify the assigned employer liaison within 48 hours and arrange for an individual supervisor orientation.
3. Business/Agency Worksite Supervisors will provide the training as stated on the Work Experience Placement Authorization and schedule work hours as assigned.

4. Business/Agency will provide the participant with full-time supervision, job training, safety training, supplies, and equipment necessary to complete assigned tasks.
5. Business/Agency will cooperate with all worksite monitoring by Workforce Solutions of the Coastal Bend and the Texas Workforce Commission.
6. Business/Agency agrees to comply with all Wages and Hour regulations, and all other statutes or regulations applicable to the Work Experience participant.
7. Business/Agency will not discriminate with respect to any participant or potential participant because of race, creed, color, national origin, sex, political affiliation or beliefs. Further, they will comply with Titles VI and VII of the Civil Rights Act of 1964, as amended and all other applicable Federal, State, and Local Laws and Regulations applicable to non-discriminatory practices. Further, it is understood and agreed that participants in the program will not be employed in the construction, operation, or maintenance of any facility used or planned for use for sectarian activities or as a place for religious worship.
8. Business/Agency shall ensure that compliance with Texas Government Code §2264.051, which states that a business that applies to receive a public subsidy¹ from a state agency shall certify that the business, or a branch, division, or department of the business does not and will not knowingly employ an undocumented worker² as defined in Texas Government Code, §2264.001(4).
9. Business/Agency agrees this placement will not result in the displacement of any currently employed workers.

Other

1. Overtime, vacation, and holiday hours for participants are not subsidized (paid) by Workforce Solutions of the Coastal Bend.
2. All forms are incorporated herein by reference and shall be construed as part of this agreement.
3. Workforce Solutions of the Coastal Bend reserves the right to remove participants from the work site(s) if violations of Workforce Solutions of the Coastal Bend policies or Wage and Hour regulations occur.

¹ Public Subsidy is broadly defined in Texas Government Code §2264.001(1) as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry, or sector of the state's economy or to create or retain jobs in Texas. The term includes, among other things, bonds, grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, and matching funds. The Commission's Office of General Counsel has found that IIR 1196 does not apply to the acquisition of goods and services.

² Undocumented worker is defined as an individual who, at the time of employment, is not lawfully admitted for permanent residence in the United States, or is not authorized under law to be employed in that manner in the United States.

This agreement is in effect, when a duly' authorized representative of worksite business/agency and Workforce Solutions of the Coastal Bend signatures are affixed, and shall be in force until terminated in writing by either party.

Work Site Agency: <u>City of Odem</u>	Issuing Office: <u>Workforce Solutions of the Coastal Bend</u>
Address <u>514 Voss Blvd. Odem Tx</u>	Address <u>1113 E. Sinton St.</u>
City, State, Zip Code <u>Odem, TX</u>	City, State, Zip Code: <u>Sinton, TX 78387</u>
Phone: <u>361-368-2831</u>	Contact Phone#: <u>36-800-2138</u>
Authorized Representative Printed Name & Title: <u>Sal Hernandez, Administrator</u>	Authorized Representative Printed Name & Title: <u>Elizabeth Martinez, Business Recruiter</u>
Signature: _____	Signature: _____
Date: <u>4/23/2024</u>	Date: <u>4/23/2024</u>

A proud partner of the  **American Job Center** network

Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request to individuals with disabilities.

Relay Texas: 1-800-735-2989 (TDD) and 1-800-735-2988 or 7-1-1 (Voice).



WORKFORCE SOLUTIONS of the Coastal Bend

Work Experience (WE) Work Site Application

To be completed by Workforce Career Center staff.

Date: 4/23/2024

Staff Name/Title: Elizabeth Martinez, Business Recruiter

Employer: City of Odem

1. Has the employer participated in the Program before?

Yes No

2. Is the employer offering training in a targeted occupation demand?

Yes No

If "No", provide
justification how it
would be beneficial
to participant

Gain organizational skills handling and moving material in the city's
warehouses for all utility departments

3. Is the employer currently involved in a labor dispute?

Yes No

4. Will a current worksite employee be displaced by a W.E. Trainee (including partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits).

Yes No

5. Is public transportation available to training site?

Yes No

6. Was an on-site inspection of working facilities made?

Yes No

A. Employer has, or will provide, the necessary experience, organization skills, and equipment to fulfill contract/agreement?

Yes No

B. Does the employer provide a safe working environment?

Yes No

7. Has the employer been briefed on all-important aspects of the program and required compliance with Texas Government Code §2284.051?

Yes No

If "No", explain _____

A proud partner of the **American Job Center** network

Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request to individuals with disabilities.

Relay Texas: 1-800-735-2989 (TDD) and 1-800-735-2988 or 7-1-1 (Voice).

8. Job Title/Description General Laborer
See Onetonline.org for Job Description (Onet #51-9198.00)

9. Proposed Wage \$10.00
Average Entry
Level Wage in
Area _____

10. Work Site location 514 Voss Blvd Odem Tx

11. Company Representative Sal Hernandez Administrator

12. Telephone Number (361)361-368-2831 Fax Number _____

I certify that the above information is true and correct and any false statements will result in non consideration of a Work Experience Work Site.

Workforce Career Center Staff Signature

Business Recruiter

Title

Signature of Authorized Employer Representative

Administrator

Title

4/23/2024

Date

For Office Use Only
Approved _____
Not Approved _____
Reason _____

Date _____



WORKFORCE SOLUTIONS

of the Coastal Bend

Work Experience (WE) Work Site Application

To be completed by Workforce Career Center staff.

Date: 4/23/2024

Staff Name/Title: Elizabeth Martinez, Business Recruiter

Employer: City of Odem

1. Has the employer participated in the Program before?

Yes No

2. Is the employer offering training in a targeted occupation demand?

Yes No

If "No", provide justification how it would be beneficial to participant

Gain skills in an administrative office setting for City Hall. Filing paperwork, making copies, and assisting with minor cleaning of file rooms.

3. Is the employer currently involved in a labor dispute?

Yes No

4. Will a current worksite employee be displaced by a W.E. Trainee (including partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits).

Yes No

5. Is public transportation available to training site?

Yes No

6. Was an on-site inspection of working facilities made?

Yes No

A. Employer has, or will provide, the necessary experience, organization skills, and equipment to fulfill contract/agreement?

Yes No

B. Does the employer provide a safe working environment?

Yes No

7. Has the employer been briefed on all important aspects of the program and required compliance with Texas Government Code §2264.051?

Yes No

If "No", explain

A proud partner of the **American Job Center** network

Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request to individuals with disabilities.

Relay Texas: 1-800-735-2989 (TDD) and 1-800-735-2988 or 7-1-1 (Voice).

8. Job Title/Description Office Clerk
See Onetonline.org for Job Description (Onet #43-9061.00)

9. Proposed Wage \$10.00
Average Entry
Level Wage in
Area _____

10. Work Site location 514 Voss Blvd Odem Tx

11. Company Representative Sal Hernandez, Administrator

12. Telephone Number 361-368-2831 Fax Number _____

I certify that the above information is true and correct and any false statements will result in non consideration of a Work Experience Work Site.

Workforce Career Center Staff Signature

Business Recruiter
Title

Signature of Authorized Employer Representative

Administrator
Title

4/23/2024
Date

For Office Use Only
Approved _____
Not Approved _____
Reason _____

Date _____



Work Experience (WE) Employer Agreement Acknowledgement

Work Experience is a training opportunity for program participants in a subsidized position with designated hours, tasks and staff supervision. Work experience provides an actual "hands on" training and employment experience relevant to the participant's employment goal. In addition to learning specific job skills, participants also gain experience as an "employee" and learn about workplace expectations and behaviors. The ultimate goal is to provide the participant an opportunity to acquire marketable work skills which can be utilized to secure unsubsidized employment.

As a Worksite Supervisor, your objective is to provide meaningful training and a work experience that will increase work skills, build work ethics, foster personal responsibility and expand the knowledge of the world of work for the participant.

Our partnership is critical to ensure success of the participant which builds a better community and our future workforce.

The information listed below was included in the Work Site Orientation.

1. The review and understanding of the Work Experience Work Site Agency Agreement and all required forms for placement.
2. Compliance expectations with the Work Experience Placement Authorization such as start and end date of agreement, total allocated training hours, hours per week and work week schedule.
3. Worksite Supervisor responsibilities and understanding of policies and procedures such as EEO Laws, complaint and grievance procedures and employee injury/incident reports
4. Bi-weekly time sheet procedures.
5. Contact numbers for Workforce Career Center staff.

I have attended the Worksite Supervisor orientation and accept the responsibilities and objectives of the work experience program. I further understand that a placement of a person for work experience cannot occur until a Placement Authorization Form has been signed along with the receiving of other required documentation as noted in the Work Experience Worksite Agency Agreement.

Work Site Supervisor's Signature: _____ Date: 4/24/2024

Work Site Supervisor's Name Printed: Sal Hernandez, Administrator

Alternate Worksite Supervisor's Signature (if applicable): _____ Date: _____

Alternate Worksite Supervisor's Name Printed: _____

Workforce Career Center Staff Signature: _____ Date: 4/24/2024

Workforce Career Center Staff Name Printed: Elizabeth Martinez, Business Recruiter

Local Opportunity Express Program
Workforce Solutions Coastal Bend is an Equal Opportunity Employer. We are an affirmative action employer. Minorities and women are encouraged to apply.
Bridges to Opportunity is a program of the American Job Center. For more information, please call 1-800-368-5868.
Workforce Solutions Coastal Bend is an Equal Opportunity Employer. We are an affirmative action employer. Minorities and women are encouraged to apply.
Bridges to Opportunity is a program of the American Job Center. For more information, please call 1-800-368-5868.

www.americanjobcenter.org
workforcesolutionscb.org

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas

County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd., Bldg A
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

- The parties shall use the dispute resolution process provided for in Chapter 2260 of

the Texas Government Code to resolve any disputes under this Contract; provided however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signatory

Driver License Division Chief or Designee

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

BAEN CONSULTING AGREEMENT

This Agreement is entered into between **BAEN Consulting, LLC (Consultant)**
and the City of Odem, Texas (COO).

WHEREAS Consultant desires to work for the COO as a consultant, on a WEEK to WEEK basis under the terms and conditions set forth in this Agreement; and

WHEREAS the COO desires to utilize the services of consultant upon such terms and conditions;

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Term. COO hires Consultant on a nonexclusive basis for a term of FIVE (5) MONTHS beginning on JUNE 1, 2024. This Agreement shall only be extended on a WEEKLY basis by the COO upon written notice to consultant within five (5) business days of the termination of the initial term and any successive term.
2. Duties. The initial primary duty of Consultant is to assist with projects a directed by the City Administrator including but not limited to the following types of issues (without creating limitations):
 - Continuity of Operations
 - Providing analysis and guidance of the FY 2023-24 Budget
 - Assist in the development of the FY 2024-25 Budget
 - Property tax issues.
 - Bond indenture and the issuance of such,

As a retired Certified Public Accountant, it is acknowledged that Consultant is knowledgeable in Generally Accepted Accounting Principles and that such knowledge is assumed to be a component of the services provided. HOWEVER, IT IS AGREED AND UNDERSTOOD THAT THE CONSULTANT IS NOT PROVIDING ANY SERVICES WHICH WOULD BE CONSIDERED AS BEING PUBLIC ACCOUNTANCY IN NATURE AND SUCH SERVICES AS MAY BE PROVIDED BY THE CONSULTANT SHALL NOT BE CONSIDERED AS SUCH TO ANY EXTENT.

Consultant shall submit periodic reports to the COO in regards to the tatus of work conducted during the period, including the general amount of time spent on tasks. Consultant will be allowed access to city records and system in order to perform such services. To the extent possible, such access may be provided to consultant on a remote basis. In addition, Consultant may communicate with the various employees and service provider of the COO. COO acknowledges that Consultant is merely assisting the City and that the City shall remain solely responsible for all issues.

3. Compensation. Consultant will be paid a **WEELY FEE** of **\$2,600** per week to be invoiced on a weekly basis. consultant will be provided a 1099 for the applicable year by the COO. Any invoice received by Monday will be paid on the next check run. on consultant will also be reimbursed for reasonable expenses associated with any requested work. Consultant will not be eligible to participate in any benefits provided to COO employees. Consultant will be required to carry professional liability in the amount of at least two million dollars. Consultant is also required to maintain a valid driver's license with the maximum amount of automobile liability reasonably available with an umbrella policy of at least two million dollars in coverage.

Dispute Resolution. CONSULT ANT AND CITY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OR RELATED TO THIS AGREEMENT. Mediation and/or binding arbitration are the sole and exclusive methods for final resolution of all resolved claims, disputes or issues between the parties relating to or arising out of this Agreement, the employment relationship or the termination of the employment relationship. The parties shall agree to a mediator and/or arbitrator. If the parties cannot agree then the parties shall submit the matter to the American Arbitration Association. The arbitration shall be conducted in accordance with the published procedures of the American Arbitration Association.

The arbitrator's fee and the administrative cost of arbitration shall be borne equally by the COO and the Consultant may be represented in the arbitration proceeding by a representative of his own choosing at his expense. The arbitrator shall have the authority to grant all rights and arbitrate, neither party intends to give up any substantive rights or remedies. Rather, the parties are simply agreeing to resolve any and all disputes in an arbitral forum rather than a judicial forum. The arbitrator's decision shall be final and binding. The mediation and/or arbitration shall be conducted in San Patricio County, Texas.

1. Notices. Any notice required or desired to be given under this Agreement by either party to the other must be in writing and may be affected by personal delivery or by registered or certified mail at the addresses listed below or at such other address as either party may notify the other.
 - (a) If to the City of Odem, to: 514 Voss St., Odem, Texas
 - (b) If to Consultant, to: P.O. Box 1495, Corpus Christi, TX 78403
 - (c) Notices personally delivered will be deemed given on actual receipt
 - (d) Notices sent by registered or certified mail will be deemed given three (3) after mailing

2. Governing Law. The validity and construction of this Agreement will be Governed by the laws of the State of Texas.
3. Severability. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such holding will not affect the validity or enforceability of any other provision, and the Agreement will be construed as if the invalid, illegal or unenforceable provisions were never a part hereof.
4. Amendments. Th is Agreement may be amended or modified at any time in writing, executed and agreed upon by the parties.
5. Waiver. Waiver by either party of any term or condition of this Agreement or any breach hereof will not operate or be construed as a waiver of any other tern or condition or subsequent breach.
6. Assignment. Consultant acknowledges and agrees that her services are unique and personal and accordingly, that Consultant may not assign her rights or delegate her duties and obligations under this Agreement.

Baen Consulting Agreement

Mayor David B. Maldonado
CITY OF ODEM

Date

S. Paul Baen
Baen Consulting, LLC

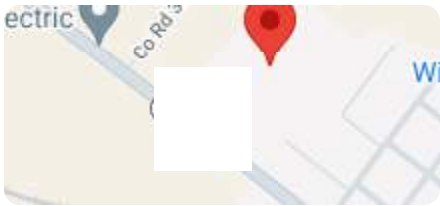
Date

Google Maps 15164 TX-234



Odem, Texas
Google Street View
Jul 2023 [See more dates](#)

Image capture: Jul 2023 © 2024 Google





Map data ©2024 Google 100 ft

DIVISION 6. - LIVESTOCK

Sec. 8-300. - Specific use certificates required.

- (a) *Farm animals.* It shall be unlawful for the owner, keeper or person in charge to keep or maintain any hog, horse, mule, jack, jennet, cow, cattle, sheep or goat, or similar animal within the city without a specific use certificate issued by the city council.
- (b) *Horse stables and feed lots.* It shall be unlawful for any person to own or operate a horse stable or a feedlot for any type of livestock with the city without a specific use certificate issued by the city council.
- (c) *Novelty livestock.* Livestock that has been bred for novelty purposes such as miniature horses, pigs, mules and chickens may be allowed with a specific use permit, if all other requirements of this chapter are met.

(Ord. No. 347, §§ 10.012(B), 30.040, 9-7-2004)

Sec. 8-301. - Running at large.

It shall be unlawful for the owner, keeper or person in charge of any horse, mule, jack, jennet, cattle, sheep, swine or goat, or similar animal, to allow or permit the same to run at large within the city.

(Ord. No. 347, § 30.041, 9-7-2004)

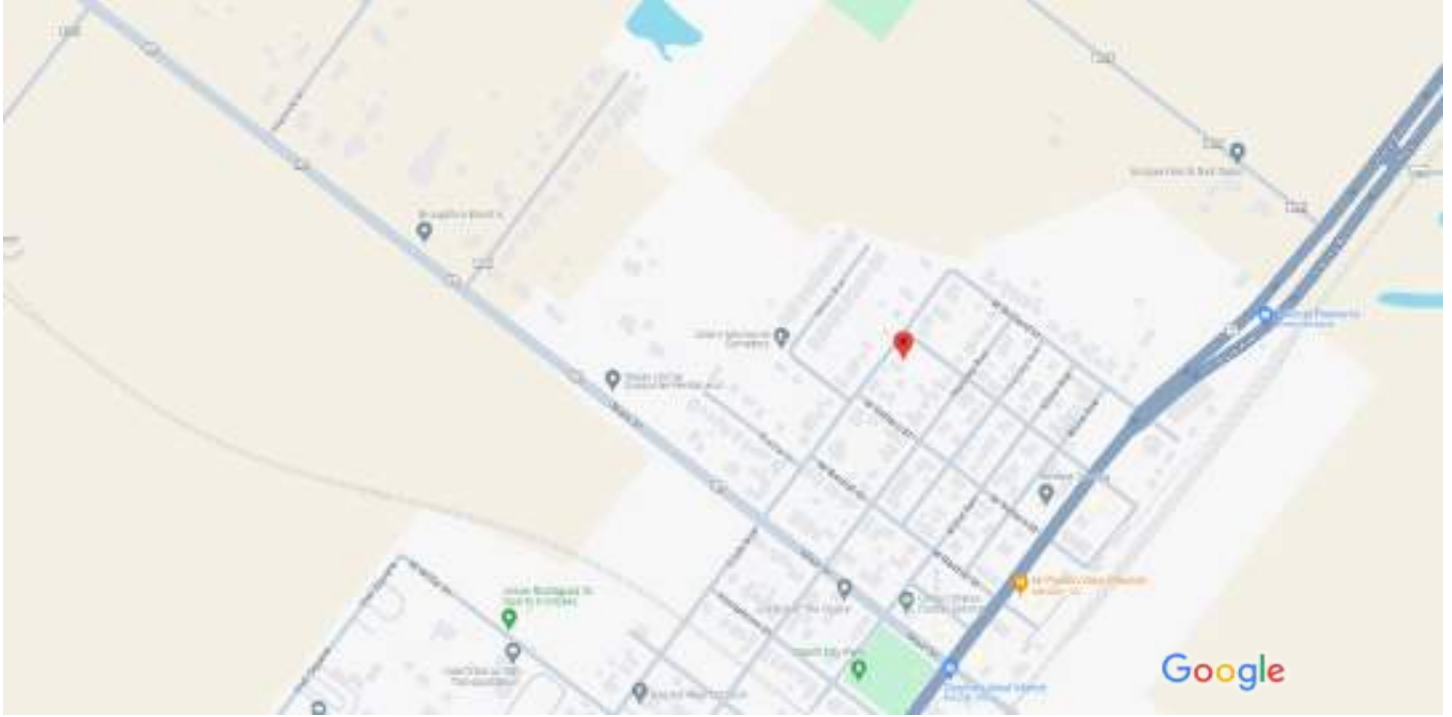
Sec. 8-302. - Enclosure; location restrictions.

Every such animal shall be kept in a stable, shed, pen or other suitable enclosure for such animals that shall be distant enough so as not to be offensive to residents of adjoining lots. Any such stable, shed, pen or enclosure, wherever located in the city, shall be a distance of at least 500 feet from every building or structure (other than the owner's) used for sleeping, dining or living, and shall be kept in such sanitary condition, as will be reasonably calculated not to become offensive to the senses of the neighbors or to the public.

(Ord. No. 347, § 30.042, 9-7-2004)

Secs. 8-303—8-322. - Reserved.






Google Maps 202 Cook Ave



Map data ©2024 Google 200 ft



202 Cook Ave Building

- 
 Directions
- 
 Save
- 
 Nearby
- 
 Send to phone
- 
 Share

 202 Cook Ave, Odem, TX 78370

Photos



City Of Odem Administrator <administrator@cityofodem.com>

Calallen ISD- Equipment Inquiry

3 messages

Garcia, John <jgarcia@calallen.org>

Tue, Apr 2, 2024 at 2:42 PM

To: "administrator@cityofodem.com" <administrator@cityofodem.com>

Sal,

I appreciate you returning my call earlier and taking time out of your day to talk to me.

As mentioned, We are looking to create our own police department here at Calallen ISD, and as you aware, equipment can be costly. I know that your police department has recently been shut down and I was inquiring about the liquidation of equipment that we can use for the establishment of our district PD.

Here are a few items that I would be interested in:

- Vehicle
- Radios
- Body Cameras
- Weapons
- Body armor

These are the most vital items I would need, but I am open to any additional equipment you are looking to liquidate. Thank you for your time, and I am hoping we are able to work out a deal to help our District up and running!

John Garcia, MPA

Director of Safety and Security

Calallen ISD



Calallen ISD Disclaimer: This email and any attached files are confidential and intended solely for the intended recipient(s). If you are not the named recipient you should not read, distribute, copy, or alter this email. Any views or opinions expressed in this email are those of the author and do not represent those of Calallen Independent School District. **Warning:** Although precautions have been taken to make sure no viruses are present in this email, the District cannot accept responsibility for any loss or damage that arise from the use of this email or attachments.

City Of Odem Administrator <administrator@cityofodem.com>
To: "Garcia, John" <jgarcia@calallen.org>

Thu, Apr 25, 2024 at 3:57 PM

John,

To recap, you picked out two vehicles for purchase. Below are the details of those vehicles and the initial asking price:

2019 Dodge Durango, Black - Plate # 135-9825 - VIN# 1C4SDJFT4KC631923 with radio - still under warranty **\$15,000.00**

2020 Dodge 1500, Black - Plate#RNZ-7422 - VIN#1C6SRFFTXLN331069 with radio **\$27,000.00**

Your final counter was:

2019 Dodge Durango, Black - Plate # 135-9825 - VIN# 1C4SDJFT4KC631923 - still under warranty **\$15,000.00**

2020 Dodge 1500, Black - Plate#RNZ-7422 - VIN#1C6SRFFTXLN331069 **\$22,000.00**. As your mechanic determined that the brakes and rotors needed to be replaced and the dash display was not working. New tires and a new back passenger window are also needed.

Please confirm the information above so I can put this on the next city council agenda. Thank you.



Sal Hernandez
City Administrator
City of Odem
514 Voss Avenue
Odem, TX 78370
Ph# 361-368-2831
cityofodemtx.com

DISCLAIMER: The information contained in this email may be confidential, and has been sent for the sole use of the intended recipient(s). If you are not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message.

 **Please consider whether it is necessary to print this email**

[Quoted text hidden]

Garcia, John <jgarcia@calallen.org>
To: City Of Odem Administrator <administrator@cityofodem.com>

Mon, Apr 29, 2024 at 9:52 AM

Yes, that is correct. Sorry for the delayed response!

Get [Outlook for iOS](#)

From: City Of Odem Administrator <administrator@cityofodem.com>
Sent: Thursday, April 25, 2024 3:57:59 PM
To: Garcia, John <jgarcia@calallen.org>
Subject: Re: Calallen ISD- Equipment Inquiry

[EXTERNAL EMAIL] Calallen ISD Notice: DO NOT CLICK on links or attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]

Disclaimer: Please note that any correspondence, such as e-mail or letters, sent to city staff or city officials may become a public record and made available for public/media review.

ATTENTION PUBLIC OFFICIALS:

A "Reply to all: of this email could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

[Quoted text hidden]