

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, AUGUST 14, 2017 REGULAR MEETING

**CITY HALL
HELEN KLEBERG GROVES COMMUNITY ROOM
400 WEST KING AVENUE
6:00 P.M.**

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting - July 24, 2017

APPROVED BY:

Jesús A. Garza by MD
Jesús A. Garza
City Manager

II. Public Hearing - (Required by Law).¹

1. None.

III. Reports from Commission & Staff.²

*"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, **Certificate Recognition**, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, **Investment Report**, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Building Maintenance, **Construction Updates**; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, **SEP**, Legislative Update, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time."*

IV. Public Comment on Agenda Items.³

1. Comments on all agenda and non-agenda items.

V.

Consent Agenda

Notice to the Public

The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:

(At this point the Commission will vote on all motions, resolutions and ordinances not removed for individual consideration)

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2016-2017 Budget to accept and expend donation for the Parks Department. (Parks Director).
2. Motion to appoint Dr. John Cicala to the Main Street Advisory Board as the Texas A&M University-Kingsville representative for a two-year term. (Downtown Manager).
3. Motion to approve certification of 2016 excess debt collections and the certification of 2017 anticipated collection rate, pursuant Section 26.04(b) of the Texas Property Tax Code. (Director of Finance).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

4. Consider a resolution authorizing the City Manager to execute a Facility Use Agreement between the City of Kingsville and the American Red Cross. (Fire Chief).
5. Consider resolution authorizing the Mayor to enter into an Interlocal Agreement between the City of Kingsville and the Kingsville Independent School District relating to McRoberts School Property. (Fire Chief).
6. Consider accepting 2017 certified total appraised, assessed, and taxable values of all property and the total taxable values of new property in the City of Kingsville as certified by the Kleberg County Appraisal District. (Director of Finance).
7. Consider a proposed tax rate; if proposed tax rate will exceed the effective tax rate or the rollback rate (whichever is lower), take record vote and schedule public hearings (for August 28th & September 5th, 2017 at 6:00 P.M. at the Helen Kleberg Groves Community Room, City Hall, 400 W. King Ave., Kingsville, TX). (Director of Finance).
8. Consider final passage of an ordinance amending the zoning ordinance by changing the zoning in reference to KT&I Co., Block 7, Lot W/23, Pt 4, 31.55 acres, also known as area behind 221 W. Sage Road from R1-Single Family to AG-Agriculture District, applicant Victoria Avalos. (Director of Planning and Development Services).
9. Consider awarding RFA #17-12 for Depository Services and authorizing staff to negotiate a contract, as per staff recommendation. (Purchasing Manager).
10. Consider resolution authorizing the City Manager to enter into a Contract for Professional Services with Hardy-Heck-Moore, Inc. for a National Register of Historic Places Nomination. (Downtown Manager).

11. Consider resolution authorizing the Chief of Police to enter into a Memorandum of Understanding with FEMA for Access to IPAWS-Open. (Chief of Police).
12. Consider a resolution authorizing the City Manager to execute an Interlocal Agreement for E9-1-1 Public Safety Answering Point Services between the City of Kingsville and the Coastal Bend Council of Governments. (Chief of Police).
13. Consider a resolution authorizing the City to submit an application to the Office of the Governor, Criminal Justice Division for the purpose of requesting Rifle-Resistant Body Armor Grant Program funding for equipment for law enforcement personnel of the Kingsville Police Department with no anticipated cash match. (Chief of Police).
14. Consider a resolution authorizing the City Manager to apply to the Texas Facilities Commission for eligibility to receive Federal Surplus Property. (Chief of Police).
15. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding between the City of Kingsville and Texas A&M University-Kingsville for student internships. (City Manager).

VII. Adjournment.

1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizen's comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

NOTICE

This City of Kingsville and Community Room are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission 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 the Texas Government Code, Section 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), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board located at City Hall, 400 West King Ave, of the City of Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

August 11, 2017 at 10:00 A.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



Mary Valenzuela, TRMC, City Secretary
City of Kingsville, Texas

This public notice was removed from the official posting board at the Kingsville City Hall on the following date and time: _____

By: _____
City Secretary's Office, City of Kingsville, Texas

MINUTES OF PREVIOUS MEETING(S)

JULY 24, 2017

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, JULY 24, 2017 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 6:00 P.M.

CITY COMMISSION PRESENT:

Sam Fugate, Mayor
Edna Lopez, Commissioner
Arturo Pecos, Commissioner

CITY COMMISSION ABSENT:

Al Garcia, Commissioner
Noel Pena, Commissioner

CITY STAFF PRESENT:

Jesús Garza, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Tom Ginter, Director of Planning & Development Services
Diana Gonzales, Human Resources Director
Kyle Benson, IT Manager
Sharam Santillan, Capital Projects Manager
Israel Vasquez, Facility Maintenance Manager
Emilio Garcia, Health Director
Jason Alfaro, Parks & Rec Director
Derek Williams, Systems Specialist
David Solis, Risk Manager
Bill Donnell, Asst. Public Works Director
Charlie Sosa, Purchasing Manager
Ricardo Torres, Police Chief
Leo Alarcon, Tourism Director
Deborah Balli, Finance Director
Avelino Valdez, Street Supervisor
Cynthia Martin, Downtown Manager

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

Mayor Fugate opened the meeting at 6:00 P.M. with three Commission members present. Commissioner Garcia and Commissioner Pena absent from the meeting.

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – June 26, 2017

Regular Meeting - July 10, 2017

Motion made by Commissioner Lopez to approve the minutes of June 26, 2017 and July 10, 2017 as presented, seconded by Commissioner Fugate. The motion was passed and approved by the following vote: Lopez, Pecos, Fugate voting “FOR”.

II. Public Hearing - (Required by Law).¹

1. None.

III. Reports from Commission & Staff.²

*"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, **Quarterly Budget Report**, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works - Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Legislative Update, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time."*

Mr. Jesús Garza, City Manager presented the June Employee of the Month Award to Mr. Jeremy Lopez from the Street Department.

Mr. Garza presented to the City Commission the Fiscal Year 2016-2017 Quarterly Budget Report. This report runs through the end of June 2017.

The General Fund account is at 80% in this third quarter. Total revenues for General Fund are trending as expected in relation to current year projections and past year performances.

The Ad Valorem Tax is at 96%. The majority of Ad Valorem Taxes are collected in the early part of each fiscal year as penalties and interest are assessed on homeowners who do not make payment by January 31st.

In the Non-Property Taxes, this category contains sales tax, mixed drink and franchise taxes. In this account the City is at 75%. Garza commented that there are a few areas that the city will be eliminating for next year. Staff had budgeted an amount for Bingo Taxes, and with us not having an establishment like this, this is something that will go away as a revenue source in the upcoming fiscal year.

As for Sales Tax, the City sales tax revenue is trending as expected with the revenue percentage at 78% versus 75% for the overall category.

In Permits & Licenses, this revenue category consists of all permits and licensing revenue generated by the Planning Department. This category is trending slightly lower than expected at 70.51% versus the 75% the fiscal year is at. Revenues should be at \$206,250 which is short about \$12,000.

As for Municipal Court, revenues are trending slightly lower than expected due to several factors: Incode Software was upgraded from Version 9 to Version 10 in January and there were several issues with the implementation of the upgrade. Full functionality was not restored until April 2017, but staff continues to work with issues. During the Warrant Roundup in February, staff was not able to process warrants as this was one of the major pieces of functionality that was not operating once the upgrade went live. Due to the software issues, Municipal Court is currently behind 494 cases for Failure to Appear and Promise to Appear. Municipal Court is only at 65% expected revenues for this fiscal year.

The Parks & Golf Course, this Spring the City began to collect revenues from the Golf Course through alcohol sales and through its concession operation. Alcohol revenues through the 3rd quarter are \$11,434.33 with other food and beverage sales at \$7,947. The third quarter results for the Golf Course is at 79% and Parks & Recreation at 79%.

In the Solid Waste category includes revenue from the Landfill Fee which is at 71%. This category includes landfill and garbage fees. Revenues for this fiscal year have increased from last year, due to changes in the ability to accept outside haulers.

The main revenue for Tourism Fund are Hotel Occupancy Taxes collected by the hotels overnight hotel guests. Revenue received through the third quarter are higher than what was received for last year. The fourth quarter actually records four months due to revenues in October are for September stays. The Tourism Fund is at 70% for the third quarter, which is not inconsistent with what has been seen in years past.

The JK Northway was moved from the Parks Division to the Tourism Fund at the beginning of the current fiscal year with a budget of \$36,375. For the 3rd quarter ending June 30th, the JK Northway is at about 95%, which is doing well.

Utility fund revenues are on track. The revenue for this fund comes from water and sewer sales for both residential and commercial customers. The adjusted annual budget for FY15-16 was \$8,570,000 and FY 16-17 at \$7,953,000. The budget for FY 16-17 was reduced by \$617,000 due to revenues last fiscal year.

Street Maintenance Fund, revenues for this new fund is generated by the street maintenance fee that began January 2016, with the first billings sent out in February, 2016. When the program was first established and presented in 2013, it was done so with the idea that it would necessitate about \$1.2 Million dollars per year to meet the 20 year mark that was set out from the original plan. Through adjustments that were made through the fees, that was dropped down to about \$900,000. Since that time, staff has been developing list of streets based on the \$900,000 mark. Now that the City is actually beginning to collect money, it became evident that the city would be collecting less than \$900,000 per year, which may necessitate some changes to the program to meet the budgetary numbers that are coming in. The formula related to the street maintenance fee was based on purpose of a building. What happens throughout the year is that we may have a building classified as a type of business X but is actually a business Y, which impacts the money coming in. Now that money is being collected, staff now has a stand for it.

The Commission looked at an overall monies and expenditures for the third quarter fiscal year 16-17. Overall revenues are ahead which is also the case when you see the city across the board which is at 80%. On the expenditure side, the city is at 62%. Garza commented that staff is trying to the man the budget such as manage expenditures, when we hire and don't hire. This will allow us the opportunity to be in a position when we present the budget for the next fiscal year, to present a budget that doesn't necessitate or require distract cuts. There will be efficiencies needed to balance the budget but staff is trying to be smart as to how to manage monies this fiscal year to get us in a better position for next year.

Account receivable, in this category it will show monies that is owed to the City. The City has contracted a third party to assist in the collection of these monies. This is an ongoing process, therefore, the city has not seen the benefits of this as of yet. Staff is hoping to see the benefits of this in the upcoming fiscal year.

Interdepartmental Transfers, approved through Resolution 2016-62 which allows transfers between departments in the same fund without Commission approval as long as those transfers do not increase a department's appropriation by more than 10%. In the Interdepartmental transfers there is a category called Lockdown of Budget to EA's. This is a step that staff took to help staff's efforts for the budget next year. Staff is being very money conscious with money that is being spent this fiscal year and money that may come up the rest of this fiscal year, and so by locking these budgets was a strategy on staff's part to have more control from a management standpoint on what those expenditures are and make sure there is enough money in the bank going into next fiscal year.

Mayor Fugate asked that when you say lockdown, it means that staff cannot spend that money without the approval of the City Manager.

Mr. Garza responded that this was correct. He continued to comment that when staff asked department heads to submit their EA's, which is expected annuals that are being proposed to spend by the end of the year. Whatever money was left, is the amount that was placed on lockdown. The money is still within their budget, if needed, but would need approval. Each request will be taken on a case by case basis.

Mr. Garza commented that the third quarter investment report will be presented during the August 14th Commission meeting. Garza further commented that staff is in the process of finalizing the detailed schedule for the budget workshops that will occur in mid-August. The schedule information will be submitted to the Commission in the upcoming week.

Mayor Fugate asked that under expenditures, Fund 071, FEMA FF Assistance, what is this item?

Mr. Garza commented that when the City had the May, 2016 storm, the city incurred some expenses, so this is the fund that was created to track those expenses, and from his understanding, this is some of the money that the city is waiting to get from FEMA so that this amount can be cleared and balanced.

Mrs. Deborah Balli, Finance Director commented that for audit purposes the city needs to recognize those expenditures even though we hadn't received reimbursement, which is the reason for fund balance being negative. Once the city receives the reimbursement, it will clear the negative balance and will bring it to current budget.

Mayor Fugate asked about the disaster response recovery.

Mr. Garza commented that this is a fund that staff created in order to have money to pay for overtime or pay for things whenever a storm happens. Staff later found out that FEMA doesn't advise for this because they prefer for us to expend our normal dollars until we get reimbursed. Staff has been working on zeroing out this fund and will discontinue the fund as per FEMA's requirements and guidelines.

Mayor Fugate asked about the Parks Maintenance Fund, why only 6% has been expended.

Mr. Garza commented that this is also partially intentional. Staff started this parks maintenance fund a couple of months ago, so it hasn't been there for a long time. The vision for this fund was for it to be utilized for some of the maintenance issues that come up with the parks. When the budget is presented for the next fiscal year, there will be more detailed list of items that will be paid for out of this fund.

Mrs. Courtney Alvarez, City Attorney reminded staff that the next City Commission meeting is scheduled for Monday, August 14, 2017. Deadline to submit agenda items for this meeting is Friday, August 4, 2017.

Commissioner Lopez asked about the success of the Gun Show that was held this past weekend.

Mr. Leo Alarcon, Tourism Director commented that it was a little bit better than the time before, but they didn't do very good the last time.

Mr. Garza commented that staff is looking into doing better marketing to assist these types of events be more successful.

Commissioner Lopez asked about the hotels in Kingsville being full and asked if this was due to the pipeline. Mr. Alarcon commented that it could be.

Commissioner Pecos commented that he would like to remind staff that we are in hurricane season. He would like for staff to be looking at area creeks and ditches and be sure that they are clean of any debris or trash.

Commissioner Lopez thanked city crews for the efforts and hard work in cleaning up Caesar Ditch.

IV. Public Comment on Agenda Items.³

1. Comments on all agenda and non-agenda items.

No public comments were made.

V.

Consent Agenda

Notice to the Public

The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:

(At this point the Commission will vote on all motions, resolutions and ordinances not removed for individual consideration)

Motion made by Commissioner Pecos to approve the consent agenda as presented, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Pecos, Lopez, Fugate voting "FOR".

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2016-2017 Budget to accept and expend donations for Parks and Tourism Departments. (Finance Director).

2. Motion to approve accepting a donation of \$400 from the South Texas Quail Coalition for the Parks Department. (Parks Director).

3. Motion to reappoint Mr. Octavio X. Alvarez and Dr. Carol J. Tipton to the Library Board for three year terms. (Library Director).
4. Motion to reappoint Mr. Mike Klepec to the Planning & Zoning Commission for a two year term. (Director of Planning & Development Services).
5. Motion to approve out-of-state travel for up to two Police Officers to St. Joseph, Missouri in 2017 for homicide case investigation and related court matters. (Chief of Police).
6. Motion to approve a revised resolution accepting funds for Operation Stonegarden with the Homeland Security Grants Division of the Governor's Office for local border security to interdict criminal activity with no anticipated cash match, authorizing the Chief of Police to act on the City's behalf with such program. (Chief of Police).
7. Motion to approve final passage of an ordinance amending Chapter VII, Article 8, Traffic Control Devices, providing for the installation of stop signs on West Avenue D at its intersection with North 4th Street and on North 4th Street at its intersection with West Avenue D. (Engineering Department).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

8. Consider resolution authorizing the City Manager to enter into a Contract for Professional Services between City of Kingsville and LNV, Inc. for Engineering Services for Preliminary Engineering Report and Environmental Narrative for Street, Drainage, and Utility Infrastructure Improvements under Economic Development Administration's Public Works Assistance Program. (Capital Improvements Manager).

Mr. Sharam Santillan, Capital Improvements Manager, reported that in order to be considered for assistance the application for the EDA Public Works Assistance Program must include a Preliminary Engineering Report (PER) and an Environmental Narrative Report (ENR). The PER is an application supplement for construction programs that includes information such as the description of project components, drawings, feasibility analysis for permits required, a project schedule, and an overall project budget breakdown. The ENR is required by the National Environmental Policy Act. The ENR will assess the potential environmental impacts associated with the proposed project. This assessment will include information such as identifying historic or archeological resources within the project site, affected environments including coastal zones, wetlands, floodplains, air quality, and a mitigation plan for any affected environment. Mr. Santillan stated that the cost will be \$12,500, which is available through account 033-5-1030-71216, Downtown Revitalization Improvements in CO 2016.

Motion made by Commissioner Lopez to approve the resolution authorizing the City Manager to enter into a Contract for Professional Services between City of Kingsville and LNV, Inc. for Engineering Services for Preliminary Engineering Report and Environmental Narrative for Street, Drainage, and Utility Infrastructure Improvements under Economic Development Administration's Public Works Assistance Program, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Lopez, Pecos, Fugate voting "FOR".

9. Consider resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Kingsville and the Kingsville Independent School District relating to Emergency Management. (Fire Chief).

Mr. David Solis, Risk Manager reported the Kingsville Office of Emergency Management is requesting an Interlocal Cooperation Agreement with KISD for the use of their Community Safe Rooms located at H.M. King High School. These Community Safe Rooms will be utilized for the purposes of establishing a temporary emergency or disaster shelter for city essential employees or as a last resort refuge for un-evacuated Kingsville residents. Solis stated that the city's emergency policy has a provision that states that the city will provide a shelter for essential city employees that have to stay behind in the event of an emergency.

Mr. Garza commented that this is only for and during a storm event. This is not intended to be used for long term shelter.

Mr. Solis commented that the financial impact on the city would be outfitting the shelter for essential city employees such a bedding, water, and food. The city will be held liable for any damages done while in use of these shelters.

Mr. Garza commented that this agreement will be up for consideration by the School Board during their August 14th meeting.

Mrs. Alvarez commented that this is an agreement that the city has had with KISD for over ten years, it just didn't include the facilities that are they for the city use.

Commissioner Lopez commented that she recalls, while employed with the City of Kingsville, that when the domes were built, they were to be used as shelters during emergency events. After reviewing the Interlocal Agreement, under Liability, #4, it states "responsible for any damage", Lopez feels that this language needs to be defined as the language is too vague.

Commissioner Alvarez commented, arising from its use. If the damage occurs because of the city's use of the facility, then the city is responsible. If it is windstorm damage, it will still fall on KISD, it would just be damage perhaps inside the structure for whatever reason something was modified in anyway.

Commissioner Lopez further commented that she feels that this needs to be defined within the agreement. Lopez asked if FEMA provides and direction or policy concerning the responsibility and/or expense of the shelters? She commented that the agreement is kind of vague and while she reviewed the agreement, questions would come up on certain items of the agreement. Regarding the utilities section of the agreement, it states that the city does not routinely pay for utility bills resulting from the use of school buildings. Lopez asked that in part where it states if KISD is unable to absorb the cost, they may request reimbursement from the City. Lopez asked if this is something that is legal to do being that the utilities are under KISD name and to have the city pay for those bills, is this legal to do?

Mrs. Alvarez responded yes it would be legal, otherwise this agreement wouldn't be presented to the Commission tonight.

Commissioner Lopez asked Mrs. Alvarez to provide her with information stating that this is legal to do.

Mrs. Alvarez further commented that it is legal because if there is a regular \$3,000 amount water bill and this event occurs at a time where our use of the building doesn't

make them have a \$5,000 a month water bill and it's still at \$3,000 then they can absorb that within their normal billing as they already have that budgeted and set aside. But if our use of the facility somehow caused an increase in their utility..

Commissioner Lopez commented that none of this language is stated in the agreement. Lopez stated that to her, the agreement looks like it states that the City will be paying someone's utility bill. The language is not stated in the agreement.

Commissioner Alvarez commented that it states that if it is above their usual usage.

Commissioner Lopez commented that she needs some clarification on this and feels that it needs to be clearly defined if the city is going into an agreement with them. Lopez further commented that after reading the agreement, she had a lot of questions on this. Lopez further asked who applies for FEMA assistance after the storm if something happens that's inside the building, but the city is in the building.

Mr. Garza commented that if there is FEMA assistance, for example the city can't budget because FEMA is telling us that we can't budget a fund in case something happens, so in this particular case, as it occurred last May, the City is going to see increase in expenditures. Over time, if the city had to make purchases for the event, the city would track those expenses including utilities. All expenditures with detailed listing of items purchased would be submitted to FEMA for reimbursement for up to 75%, just as it is with any other case. Garza further commented that FEMA doesn't come in and just give you money, it's on a reimbursement basis.

Mayor Fugate asked how long it takes FEMA to reimburse. Mr. Garza commented that it takes a while.

Mr. Solis commented that of the five project worksheets that were submitted to FEMA on behalf of the City of Kingsville, totaling to \$575,000, three of them have been approved and the funds have been obligated but it takes time to receive it.

Mayor Fugate suggest that no action be taken on this item during tonight's meeting. This will give Commissioner Lopez to get with staff and have her questions answered.

Commissioner Pecos asked if the domes had generators. Mr. Solis responded yes. Pecos further asked if the generators will be producing electricity. Mr. Solis responded that this was correct, during the storm when power goes out. Pecos further commented that during the storm, what is used is a lot of water bottles as it is not recommended to drink from the faucet after a storm in case of any contamination to the water during the storm.

No action taken.

10. Consider awarding roof repairs for Public Works building to Parsons Commercial Roofing, Inc. via TIPS Purchasing Cooperative, as per staff recommendation. (Purchasing Manager).

Mr. Charley Sosa, Purchasing Manager, reported that the roofs at these buildings are in dire need of repair/replacement. The Public Works Building roof will use a TPO (thermoplastic polyolefin) system manufactured by DuroLast, and the tire shop will be replaced with 24 gauge R-Panel. Parsons is a member of the TIPS Purchasing Cooperative and has done the rood at Kingsville Fire Station No. 1 and the City Hall in Corpus Christi, as well as many others. Local Government Code 271 (c), states that a local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of

goods and service. Therefore, competitive bidding statutes have been met. Sosa further stated that funds are available through CO 2016 with no more than \$107,518 previously expended from 033-5-22000-71300, Public Works Improvements so that \$125,000 is available. It is recommended that City contracts with Parsons Commercial Roofing, Inc., P.O. Box 21835, Waco, TX 76702-1835.

Mayor Fugate asked how old the roof was at the Public Works building. Mr. Sosa responded that it is the original roof of the building.

Commissioner Lopez asked about the warranty of the roof. Mr. Sosa responded that it will have a 20 year warranty.

Motion made by Commissioner Pecos to award roof repairs for Public Works building to Parsons Commercial Roofing, Inc. via TIPS Purchasing Cooperative, as per staff recommendation, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Pecos, Fugate voting "FOR".

11. Consider a Chapter 380 Economic Development Agreement with Shabir Shah for alley improvements behind 809 W. King Avenue for new proposed commercial site at the location. (Director of Planning & Development Services).

Mr. Tom Ginter, Director of Planning & Development Services, stated that Shabir Shah is the owner of the convenience store at this site. He is going to have a food truck on the property and would like to utilize the alley behind the store as an exit to Armstrong. In the past the city has entered into an agreement with Ali Samadi in improving the alley behind his subway on Santa Gertrudis so the users of the drive thru would utilize the alley for an exit. The reason for that request and this one is the same in that the condition of the alley is not conducive for that traffic load. Ms. Shah has reviewed the agreement along with the paving estimate and is willing to pay for the materials so the city can do the construction work. The amount to be paid is \$3,037.79. The impact to the city is that while crew is doing the alley work, they are not doing other street maintenance. This method worked well for the alley improvement for the subway and thinks that it will also work for this request.

Motion made by Commissioner Pecos to approve Chapter 380 Economic Development Agreement with Shabir Shah for alley improvements behind 809 W. King Avenue for new proposed commercial site at the location, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Pecos, Fugate voting "FOR".

12. Consider introduction of an ordinance amending the Fiscal Year 2016-2017 Budget to accept and expend donation for the Parks Department. (Parks Director).

Mr. Jason Alfaro, Parks Director, stated that the Parks & Recreation Department would like approval from the Commission to receive a \$400 donation from the South Texas Quail Coalition.

Introduction item.

13. Consider a resolution authorizing the City Manager to enter into Amendment Three of an Interlocal Cooperation Agreement between the City of Kingsville and the University of Texas-San Antonio relating to a Sponsored Research Agreement for the downtown area. (City Manager).

Mr. Garza commented that when the city first partnered with UTSA for the Downtown Vision Plan, that initial agreement with them was for \$5,000 for them to conduct the Downtown Vision Plan. That original agreement was intended to run through December 31, 2016. They ended up running behind with the schedules so staff came back and

brought forward amendment one which had no budget impact to the city. The final plan at that time called for parallel parking in the downtown area. This suggestion was received with hesitation. We then entered into a second amendment in April 2017 with UTSA for them to look at options that would not alter the existing head in parking. That was completed and presented in May 2017. Now the 3rd amendment is to edit and make changes to the original Downtown Vision Plan video presented in March 2017 to show the updated streetscape with head in parking. An additional \$1,000 to come from CO 2016 Downtown Revitalization Funds.

Motion made by Commissioner Pecos to approve this resolution authorizing the City Manager to enter into Amendment Three of an Interlocal Cooperation Agreement between the City of Kingsville and the University of Texas-San Antonio relating to a Sponsored Research Agreement for the downtown area, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Pecos, Fugate voting "FOR".

14. Consider writing off uncollectible ambulance billings as per consultant's recommendation. (Finance Director).

Mrs. Deborah Balli, Finance Director commented that Intermedix is the company that is used for to bill customers for ambulance services on behalf of the City of Kingsville. Many of these billings are for patients on Medicare which have limits on what they are authorized to pay. Patients on Medicare are not responsible for the difference in what is billed and what is paid by Medicare and various other insurance companies. The earliest bill is from November 26, 2004 and the latest bill is from December 31, 2014. The amount to be written off is \$2,705,508 in uncollectible ambulance billings. The write-off will have no effect on Fund Balance or working capital as we have an allowance account to offset the write-off.

Motion made by Commissioner Pecos to approve writing off uncollectible ambulance billings as per consultant's recommendation, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Pecos, Lopez, Fugate voting "FOR".

15. Executive Session: Pursuant to Section 551.087, Texas Government Code, Deliberations Regarding Economic Development Negotiations Exception, the City Commission shall convene in executive session to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. (City Manager).

Mayor Fugate announced the executive session and convened the meeting into closed session at 6:50 P.M.

Mayor Fugate reconvened the meeting into open session at 7:05 P.M.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 7:06 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

CONSENT AGENDA

AGENDA ITEM #1

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Jason Alfaro, Parks & Recreation Director

DATE: July 18, 2017

SUBJECT: Agenda Request – Receipt of \$400 donation from South Texas Quail Coalition

Summary:

The Parks & Recreation Department would like approval from City Commission to receive a \$400 donation from the South Texas Quail Coalition. These funds would be used for repairs and improvements to the BBQ building at Dick Kleberg Park.

Background:

In early 2016, before the storm, and when JK Northway was under the management of Parks & Recreation Dept. we received a \$500.00 deposit from South Texas Quail Coalition to hold the JK Northway for their annual event in August. The storm hit in May, and we had to ask them to move their event. They asked us to hold the deposit for the following year. In combination of this event, they also rent out the BBQ Hut to cook wild game dinner that feeds the banquet guests. They advised us that they would still be using the BBQ Hut but are returning the Banquet to Robstown. While speaking with Beth Howard of STQC she stated that her organization would like to donate the remaining funds from the \$500.00 deposit, less the cost of the rental of the BBQ hut, to assist with any repairs to that building. We would like to use these funds to assist with repairs that the building needs.

Financial Impact:

This donation will provide \$400 in additional funds for repairs/updates to the BBQ building.

Recommendation:

We recommend that City Commission authorize the receipt of this donation in the amount of \$400 from the South Texas Quail Coalition, and amend the budget to record the acceptance of these funds into the parks budget.



**City of Kingsville
Parks & Recreation Department**

TO: Jason Alfaro, Parks & Recreation Director
FROM: Susan Ivy, Parks Manager
DATE: July 18, 2017
SUBJECT: Agenda Request – Authorize receipt of \$400.00 donation from South Texas Quail Coalition

Summary:

We are asking for Commission approval to receive a \$400.00 donation from South Texas Quail Coalition for repairs and improvements to the Bar-B-Que hut in Dick Kleberg Park.

Background:

In early 2016, before the storm hit JK Northway and when the JK was still under the management of Parks & Recreation we received a \$500.00 deposit from South Texas Quail Coalition as required for holding the JK Northway for their annual event in August. The Storm hit in May and we had to ask them to move their event. They asked us to hold the deposit for the next year. During this event they always also rent out our BBQ Hut to cook the wild game dinner that they feed the banquet guests. They advised us that they would still be using the BBQ Hut but are returning the Banquet to Robstown. I forwarded the info to Mr. Alarcon of the Tourism Dept and manager of JK Northway.

When I spoke to Beth Howard of STQC during our conversation about the BBQ building I told her that the BBQ Hut needed some repairs and that our staff was working on repairing screens, Grill Grates, etc. She told me that her organization would like to donate the funds left from the \$500.00 deposit less the cost of the rental of the BBQ hut for 2 days this year to assist with the repairs. We would like to use it to assist with installing new grill grates and other miscellaneous repairs that the building needs.

Financial Impact: This donation will add \$400.00 additional dollars to funds available to repair the BBQ Hut.

Recommendation: We ask that City Commission authorizes the receipt of this donation in the amount of \$400.00 from South Texas Quail Coalition for repairs to BBQ Hut in Dick Kleberg Park and the Budget Amendment to record it into the Park Budget.



ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO ACCEPT AND EXPEND DONATION FOR THE PARKS DEPARTMENT.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2016-2017 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001-General Fund					
Revenue					
4-4503	Parks	Park Donations	58003		\$ 400
Expenses					
5-4503	Parks	Grounds & Perm Fixtures	59100	\$ 400	
				<u>\$ 400</u>	<u>\$ 400</u>

[To amend the City of Kingsville FY 16-17 Budget to accept and expend a Parks donation from the South Texas Quail Coalition as per the attached memo from the Parks Director.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 24th day of July, 2017.

PASSED AND APPROVED on this the ___ day of _____, 2017.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #2

**City of Kingsville
Planning Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Cynthia Martin, Downtown Manager
DATE: July 28, 2017
SUBJECT: Main Street Advisory Board Appointment

Summary: The Main Street Advisory Board currently has one vacancy –an opening reserved for a representative of Texas A & M University Kingsville.

Background: Dr. John Cicala, Associate Professor of Marketing, College of Business Administration, Texas A & M University-Kingsville has agreed to fill this open position. The choice of Dr. Cicala to represent the University in this capacity is supported by Dr. Steven Tallant, President, Texas A & M University-Kingsville.

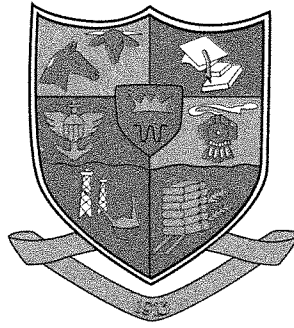
Financial Impact: NA

Recommendation: It is recommended that Dr. John Cicala be appointed to this Board for a two year term.



AGENDA ITEM #3

MELISSA T. DE LA GARZA, PCC
Kleberg County Tax Assessor-Collector



COUNTY of KLEBERG
KINGSVILLE, TEXAS
78364-1457

P. O. Box 1457

Phone: 361-595-8541

Phone: 361-595-8542

Fax: 361-595-8546

July 18, 2017

**City of Kingsville
Deborah Balli, Finance Director
P O Box 1458
Kingsville TX 78364-1458**

Dear Ms. Balli:

Pursuant to Section 26.04(b) of the Texas Property Tax Code, I, Melissa T. De La Garza, PCC, do hereby submit the certification of 2016 excess debt collections and the certification of 2017 anticipated collection rate.

I hereby request the foregoing certifications be accepted and incorporated in the minutes of the next regular scheduled City Commissioners' Court Meeting.

Respectfully,

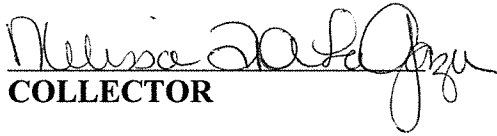
**Melissa T. De La Garza, PCC
Kleberg County Tax Assessor-Collector**

Enc.

**CERTIFICATION OF 2016 EXCESS
DEBT COLLECTIONS**

**CITY OF KINGSVILLE
INTEREST & SINKING FUND**

“I, Melissa T. De La Garza, Collector for the City of Kingsville solemnly swear, that the amount of excess debt service funds collected in 2016 for the City of Kingsville, Interest & Sinking Fund has been determined to be \$-0-.”

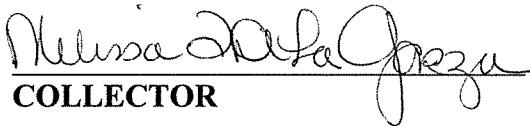

COLLECTOR

July 18, 2017
DATE

**CERTIFICATION OF 2017 ANTICIPATED
COLLECTION RATE**

**CITY OF KINGSVILLE
INTEREST & SINKING FUND**

“I, Melissa T. De La Garza, Collector for the City of Kingsville solemnly
swear, that the anticipated collection rate for 2017 for the City of Kingsville,
Interest & Sinking Fund has been estimated to be 100%.”


COLLECTOR

July 18, 2017
DATE

REGULAR AGENDA

AGENDA ITEM #4

RESOLUTION #2017-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT BETWEEN CITY OF KINGSVILLE AND THE AMERICAN RED CROSS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to make available a facility to assist the community in the event the American Red Cross needs to open a shelter in here;

WHEREAS, the Kingsville Fire Chief, who is the City's current Emergency Management Coordinator, has worked with representatives of the American Red Cross to prepare an assessment of the J.K. Northway to use that facility should it become necessary;

WHEREAS, the City and the American Red Cross have worked to prepare a Facility Use Agreement between the City of Kingsville and the American Red Cross.

BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into and execute a Facility Use Agreement between the City of Kingsville and the American Red Cross in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the _____ 14th day of August, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for any of the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		<i>[Signature]</i>
Storage of supplies		<i>[Signature]</i>
Parking of vehicles		<i>[Signature]</i>
Disaster Shelter		<i>[Signature]</i>

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. **Food Services** (*This paragraph is applicable only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

5. **Custodial Services** (*This paragraph is applicable only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of these services at the direction of and in cooperation with the Red Cross Manager.

6. **Security/Safety:** In coordination with the Facility Coordinator; the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.



Facility Use Agreement
Disaster Cycle Services Job Tools
DCS JT-C DMWT / Facility Management

7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross's activities at the Facility are concluded. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the expressed, written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form* to record any damage or conditions.

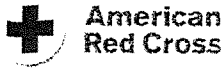
9. Fee (*This paragraph is not applicable when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial the applicable statement below:

- a. Owner will not charge a fee for the use of the Facility in recognition of the services the Red Cross provides to the community. Owner initials: _____ Red Cross initials: JK
- b. The Red Cross will pay \$_____ per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials: _____

10. Reimbursement: The Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from among bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. (*Only when Facility is used as a shelter or Service Center*) *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	<u>JK</u>
Gas	_____	<u>JK</u>
Electricity	_____	<u>JK</u>
Waste Disposal	_____	<u>JK</u>



Facility Use Agreement
Disaster Cycle Services Job Tools
DCS JT-C DMWT / Facility Management

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

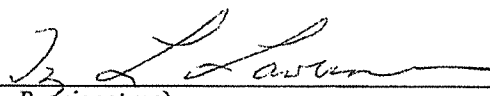
13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

THE AMERICAN NATIONAL RED CROSS

Owner (legal name)

(legal name)

By (signature)



By (signature)

Terry L Lawrenson

Name (printed)

Name (printed)

Texas Gulf Coast Region Sheltering Lead

Title

Title

Date

1-13-2017

Date



Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster.

Parties and Facility

Owner:

Legal name:

Address:

24-hour Point of Contact:

Name and title:

Work phone:

Cell
phone/pager:

Address for Legal Notices (only if different from address above):



Facility Use Agreement
Disaster Cycle Services Job Tools
DCS JT-C DMWT / Facility Management

Red Cross:

Legal name: The American National Red Cross

Chapter Name: American Red Cross of Greater Houston

Chapter address: 2700 Southwest Freeway

Houston, TX 77098

24-Hour Point of Contact:

Name and title: Terry Lawrenson – Texas Gulf Coast Region Sheltering Lead

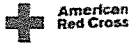
Work phone: Cell phone/pager: 713-306-1824

Address for Legal Notices:

Same as above

Facility:

(Insert name and complete street address of building or, if multiple buildings, write “See attached Facility List,” and attach facility list, including complete street address of each building that is part of this agreement. In addition, if only a portion of the building is part of this agreement, then include a description of that portion of the building.)



Shelter Facility Survey

BASIC SHELTER INFORMATION

Site Name/ School District JK Northway Coliseum NSS ID# _____ Date 4/24/12
Name of building _____ Building # _____ of _____
Phone # 361-219-7300 Fax # _____ Website kingville-texas.com

Shelter address

Town/ City Kingville County/ Parish Kleberg State TX Zip Code 78362
Mailing Address (if different) P.O. Box 1458
Town/ City Kingville County/ Parish Kleberg State TX Zip Code 78362

Agency operating shelter (check one) ☒ Red Cross ☐ FEMA ☐ DHS ☐ TSA ☐ SBC ☐ Other _____
Shelter agency type (check one) ☒ Red Cross managed ☐ Red Cross partner ☐ Red Cross supported ☐ Independent _____
Shelter type (check all that apply) ☐ Evacuation ☒ General ☐ Medical ☐ Other _____

General facility notes

Shelter Capacity

Use the calculations to calculate the capacity for sleeping space.

Total sq feet 35,139 ☐ Evacuation 19,170 usable sq ft + 20 sq ft/person = 958 person capacity
☐ Post Impact 19,170 usable sq ft + 40 sq ft/person = 479 person capacity
Sq feet usable for sleeping space 19,170 ☐ Other _____ usable sq ft + _____ sq ft/person = _____ person capacity

Geographic Information

Use major landmarks (e.g. highways, intersections, rivers, railroad crossings, etc.) that will be easily recognizable in a disaster. Latitude and longitude coordinates can be found at online web sites, using a global positioning system device, or will auto populate when the address is entered into the National Shelter System.

Latitude _____ Longitude _____ Elevation _____
In storm surge/ evacuation ☐ Yes Hurricane category or evacuation area ☐ No In flood plain ☐ Yes year flood impact ☐ No
Directions to facility _____



Shelter Facility Survey

Point of Contact to Authorize Use of Facility

Name Leo H. Alarcon Title Director of Tourism Phone # 361-592-2511
24 hour # 361-219-2110 Fax # 361-592-3227 Email lalarcon@cityofkingsville.com
Contact notes _____

Point of Contact to Open Facility

Name Adrian Garcia Title Fire Chief / Emergency Management Phone # 361-592-6445
24 hour # 361-219-8300 Fax # 361-595-4700 Email agarcia@cityofkingsville.com
Contact notes _____

Alternate Point of Contact

Name Jesus Garcia Title City Manager Phone # 361-595-2000
24 hour # 361-219-2570 Fax # _____ Email _____
Contact notes _____

Pet Shelter

Pet shelter space available on site ☒ Yes answer questions below ☐ No nearest location South side of facility
Separate ventilation system ☐ Yes ☒ No Cement or tile floors with drains ☒ Yes ☐ No Outdoor space to relieve pets ☒ Yes ☐ No
Agency that will operate the pet shelter City of Kingsville/King County (Animal Services) Phone # 361-219-2210 24 hour # same

ADDITIONAL INFORMATION

Shelter agreement signed ☐ Yes ☐ No Date signed _____ Notes _____
Pre-designated shelter team assigned ☐ Yes Team name _____ ☐ No
Current facility floor plans available ☐ Yes Location of copies _____ ☐ No
International Association of Venue Managers (IAVM) facility ☐ Yes ☐ No

Use the Standards for Selection of Hurricane Evacuation Shelters to select hurricane evacuation shelters. In this document, you will find a planning process that involves many factors (e.g. technical information for storm surge and flood mapping). This process requires close coordination with local officials for technical information to make decisions about hurricane shelter suitability. Use the Facility Construction section to assist with determining whether this can be a hurricane evacuation shelter.

Shelter can be a hurricane evacuation shelter ☐ Yes ☐ No Notes _____



Shelter Facility Survey

Survey Conductors (List all who participated in the survey)

Name	Title	Organization	Phone #
Adrian Garcia	Fire Chief/Manager	City of Kingsville	361-219-8300
Sally Morel	Corps member	CEMA Corps	202-550-5938
John China Chang	Corps member	CEMA Corps	202-660-4017

LIMITATIONS OF FACILITY USE

Check one ☒ This facility will be available for use at any time during the year ☐ This facility is only available for use during the time periods listed below ☐ This facility is not available for use during the time periods listed below

Dates (mm/dd/yyyy) Times (hh:mm)

Dates (mm/dd/yyyy) Times (hh:mm)

From _____ ☐ AM ☐ PM To _____ ☐ AM ☐ PM
To _____ ☐ AM ☐ PM To _____ ☐ AM ☐ PM

List any recurring dates that the facility is not available (e.g. every sunday) _____

Areas of the facility that are restricted during use _____

FACILITY CONSTRUCTION & SAFETY

Facility Construction

Construction material ☐ Wood ☐ Masonry/Brick ☐ Pre-fab ☐ Bungalow ☒ Concrete ☒ Metal ☐ Trailer ☐ Pod ☐ Other _____

stories/floors 1 Notes _____

Elevator ☐ Yes Location _____ ☒ No Notes _____

Open roof-spans (see Standards for Selection of Hurricane Evacuation Shelters for current standards) ☐ Yes Length _____ ☒ No

Windows in sleep area ☐ Yes ☒ No If yes, shatter protected ☐ Yes ☒ No If yes, protected with shutter ☐ Yes ☒ No

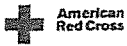
Fire & AED Safety

Some facilities may not meet fire codes based on building capacity. The questions below are a general reference. Contact your local fire department with questions or for more information.

Fire alarms & systems (check all that apply) ☐ Working smoke detectors ☒ Inspected fire alarm system ☐ Functional sprinkler system ☒ Functional direct fire department alert

Comments from fire department _____

AED(s) on site ☐ Yes Location _____ ☒ No



Shelter Facility Survey

Facility Inspection Point of Contact

If requested, who would inspect this facility post-impact to determine it is safe to occupy?

Name David Solis Title Rock Manager Phone # 361-595-3056
24 hour # 361-455-4517 Fax # _____ Email dsolis@cityofhouston.com

Contact notes _____

SANITATION, FEEDING & UTILITIES

Sanitation, Utilities & Power

The recommended ratio for toilet facilities is a minimum of 1 toilet for 20 people. The optimum scenario for showers is 1 shower for every 25 residents. Count all facilities that will be available to shelter residents and staff.

Showers available ☒ Yes # of showers 4 ☐ No Toilets available ☒ Yes # of toilets 15 ☐ No

Check all that apply Heating ☒ Electric ☐ Natural Gas ☐ Propane ☐ Fuel Oil Cooling ☒ Electric ☐ Natural Gas ☐ Propane

Check all that apply Cooking ☐ Electric ☐ Natural Gas ☐ Propane Water ☒ Municipal ☐ Well(s) ☐ Trapped

Self-sufficient power ☐ Yes Type _____ ☒ No

Note fuel requirements, generator capacity, facility areas supported by generator(s), and other relevant information.

Emergency generator on site ☐ Yes ☒ No Notes _____

Feeding

Food Prep (check all that apply) ☐ Warming oven kitchen ☐ Full service ☐ Central kitchen (delivery)

Food stock stored on site ☐ Yes # meal can be served 1 ☒ No Refrigeration units on site ☒ Yes # units 1 ☐ No

Seating capacity ☐ Cafeteria ☐ Snack Bar ☒ Other indoor seating _____ Total estimated seating capacity for eating _____

Notes on feeding _____

ACCESSIBILITY

See accompanying Shelter Facility Survey-Accessibility Instructions.

Facility Construction

Facility built in 1993 or later, or extensively altered in 1992 or later. ☐ Yes ☒ No

Parking Areas

Parking available. ☒ Yes ☐ No

Answer below if parking is available

Accessible parking space(s) ☒ Yes ☐ No Notes _____

Van accessible parking space(s) ☐ Yes ☐ No Notes _____

Drop-off/Loading Area

Permanent drop-off area/loading zone with marked access aisle or space available to designate as temporary drop-off area/loading zone. ☒ Yes ☐ No

Facility Entrance

- Sidewalk connects parking area and any drop-off area to at least one facility entrance. ☒ Yes ☐ No
- Route from accessible parking spaces and any drop-off area/loading zone to at least one facility entrance has no steps or curbs without curb cuts. ☒ Yes ☐ No
- Where route crosses curb, curb cuts are at least 36" wide. ☒ Yes ☐ No
- Automatic doors or doors without knob hardware. ☒ Yes ☐ No
- Doorways at least 32" wide when door is open. ☒ Yes ☐ No
- Level landings on interior and exterior sides of entry door. ☒ Yes ☐ No
- No objects protrude from the side more than four inches into the route to the facility entrance. ☒ Yes ☐ No
- If the main facility entrance does not appear to be accessible, another entry is accessible. ☒ Yes ☐ No
- A sign identifies the location of the accessible entrance. ☐ Yes ☐ No

Routes to Service Delivery Areas

- A route without steps is available to access each service delivery area, as well as restrooms and showers or service can be provided in area that can be accessed by route with no steps. ☒ Yes ☐ No
- Using a yard stick held horizontally at your waist level, walk from the facility entrance to each service delivery area, as well as restrooms and showers. Except at doorways (which must be only 32" wide), no part of the route is less than 36" wide. ☒ Yes ☐ No
- Route has vertical clearance of at least 80". ☒ Yes ☐ No
- No objects protrude from the side more than 4" into the routes to the various service delivery areas. ☒ Yes ☐ No
- Automatic doors or doors without knob hardware. ☒ Yes ☐ No
- Doorways at least 32" wide when door is open along routes to each service. ☒ Yes ☐ No
- If a service delivery area is accessible only by elevator, there is back-up power for the elevator(s). ☐ Yes ☐ No

Ramps

- Ramps are at least 36" wide, have handrails on both sides 34"-38" above the ramp surface, and have level landings at least 60" long. ☒ Yes ☐ No
- If yes, type of ramp ☐ Fixed ☐ Portable ☐ Not provided
- If ramps are longer than 30 feet, a level landing at least 60" long is provided every 30 feet. ☐ Yes ☐ No

Restrooms

- Area where person in a wheelchair can turn around (60-inch diameter circle or T-shape turn area). ☒ Yes ☐ No
- Doorways at least 32" wide when door is open. ☒ Yes ☐ No
- Doors without knob hardware. ☒ Yes ☐ No
- Toilet seat is 17"-19" high. Flush control is automatic or manual control on the open side of the toilet and no higher than 48". ☒ Yes ☐ No
- Toilet's centerline is 16"-18" from the nearest side wall. ☒ Yes ☐ No
- Stall at least 60" wide and 56" deep (wall-mounted toilet) or 59" deep for (floor mounted toilet). ☒ Yes ☐ No
- Space at least 9" high is provided beneath the front and one side of the stall. ☒ Yes ☐ No
- Appropriate grab bars. ☒ Yes ☐ No
- Toilet paper dispenser is within 36" of the rear wall. ☒ Yes ☐ No
- At least one accessible sink. ☒ Yes ☐ No

Showers

Showers available.

☒ Yes ☐ No

Answer below if showers are available

At least one accessible shower stall with appropriate grab bars.

☒ Yes ☐ No

Stall type ☐ Transfer stall ☒ Roll-in shower ☐ Not provided

Shower seat 17"-19" high. If in transfer stall, seat is on the wall opposite the shower controls. If in roll-in shower, seat is on wall adjacent to the shower controls.

☒ Yes ☐ No

Hand-held shower spray with ability to mount at 48" (typically via a mount that can be adjusted along a fixed vertical bar), or alternatively a fixed shower head at 48".

☒ Yes ☐ No

Controls do not require tight grasping, pinching or twisting and are mounted 38"-48" high and no more than 18" from the front of the shower.

☒ Yes ☐ No

Eating areas

At least some tables have tops 28"-34" high and space underneath at least 27" high, 30" wide and 19" deep.

☐ Yes ☒ No

Serving line or counter no higher than 34".

☐ Yes ☒ No

Assessment

Relevant areas of the facility are accessible to people with disabilities without adjustments.

☐ Yes ☒ No

Facility has at least one accessible entrance and one accessible restroom, and otherwise is capable of being made accessible during a disaster with minor adjustments.

☒ Yes ☒ No

Facility would require extensive adjustments to be accessible during a disaster.

☐ Yes ☒ No

Adjustments for Accessibility (Identify any adjustments or enhancements that should be made to make the relevant areas of the facility accessible during a disaster)

OTHER CONSIDERATIONS

Additional Facilities & Space

Isolated care areas

☒ Yes ☐ No

Type of area

☒ Rooms

☐ Shelter area

☐ Separate facility/area

Shelter registration area

☒ Yes ☐ No

Laundry facilities

☐ Yes ☒ No

of washers

of dryers

Who can access the laundry facilities

☐ Shelter workers

☐ Shelter residents

Special conditions or restrictions for laundry

Available Materials

One cot and two blankets per shelter resident is recommended. Note all available materials for shelter use in the notes section.

Cots available

☐ Yes

of cots

☒ No

Location

Blankets available

☐ Yes

of blankets

☒ No

Location

Children's supplies (e.g. cribs & changing table)

☐ Yes ☒ No

Chairs & tables available

☒ Yes

of chairs

350

of tables

50

☐ No

Notes

bleachers would take 30 hours to fold in if necessary



Shelter Facility Survey

Facility Ownership & Proximity Considerations

Does the entity that plans to manage the shelter own the building? ☐ Yes ☐ No

If no, is there a current written plan? ☐ Yes ☐ No

Is this facility within five miles of an evacuation route? ☒ Yes ☐ No

Is this facility within ten miles of a nuclear power plant? ☐ Yes ☒ No

Kleberg County owns but
Kingsville manages

Uranium plant, not operating, is
within

Groups Associated with the Facility & Training

Facility staff required when using facility? ☒ Yes ☐ No

Paid feeding staff required when using facility? ☐ Yes ☒ No

Church auxiliary required when using facility? ☐ Yes ☐ No

Fire auxiliary required when using facility? ☐ Yes ☐ No

Other required? ☒ Yes ☐ No

Other security, first aid/health check

Will any of the above groups be trained or experienced in Red Cross shelter operations or support? ☐ Yes ☒ No

If yes, describe
capabilities

Has the facility been trained in Red Cross sheltering (if not Red Cross managed)?

☐ Yes ☒ No

If yes, describe
capabilities

Training requested by facility or group

☒ Yes # of staff to be trained 5-10 ☐ No

ADDITIONAL NOTES & INFORMATION

Type of Space, i.e. Gym, Hall, Auditorium, etc.: Arena floor & coliseum

Attached to School? NO

If yes, can use if school is in session?

Floor coverings required? YES

If yes, can facility provide? NO

Plugs available in the Dormitory for medical equipment? YES If yes, how many? 20 (A)

Is WiFi available? YES For Staff? YES For Clients? YES

Describe space for pets, i.e. covered walkway, garage, etc.: Temporary pens outside

ADDITIONAL NOTES & INFORMATION, continued

Draw space available or replace with map of facility:

$$59 \times 23 = 1,357$$

$$124 \times 23 = 2,852$$

$$213 \times 90 = 19,170$$

$$\text{TOTAL} = 35,139$$

$$210 \times 25 = 5,250$$

$$128 \times 25 = 3,200$$

OFFICE USE ONLY (Do not fill out box during survey)

Chapter Category / Priority of Use: Designated by chapter leadership after the survey is completed.

This is a **primary** shelter for
(check one)

☐ General population ☐ Evacuation Center

Shelter **cannot** be used for
(check all that apply)

☐ General population ☐ Evacuation Center

This is a **priority** shelter for the

following events (check all that apply)

☐ Hurricane ☐ Earthquake ☐ Large Scale Fire / Flood /

AGENDA ITEM #5

RESOLUTION #2017-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND THE KINGSVILLE INDEPENDENT SCHOOL DISTRICT RELATING TO MCROBERTS SCHOOL PROPERTY; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") and the Kingsville Independent School District ("KISD") try to work together for the benefit of our citizenry when able to do so; and

WHEREAS, KISD owns the property where the vacant McRoberts School is located at 404 W. Corral Ave., Kingsville, TX 78363 and has offered to allow the City of Kingsville first responders to utilize the property for training purposes; and

WHEREAS, the City and KISD would both benefit from the training as it enables better preparation by local first responders who respond to school properties along with others; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with the terms of the agreement attached hereto.

BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into an Interlocal Agreement between the City of Kingsville and the Kingsville Independent School District relating to McRoberts School Property in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the
_____ 14th day of August, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KINGSVILLE
AND THE KINGSVILLE INDEPENDENT SCHOOL DISTRICT
RELATING TO
MCROBERTS SCHOOL PROPERTY**

WITNESSETH:

WHEREAS, the City of Kingsville ("City") and the Kingsville Independent School District ("KISD") try to work together for the benefit of our citizenry when able to do so; and

WHEREAS, KISD owns the property where the vacant McRoberts School is located at 404 W. Corral Ave., Kingsville, TX 78363 and has offered to allow the City of Kingsville first responders to utilize the property for training purposes; and

WHEREAS, the City and KISD would both benefit from the training as it enables better preparation by local first responders; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with these terms; and

NOW, THEREFORE, the City of Kingsville and KISD, in consideration of these mutual covenants and agreements, agree as follows:

1. PARTIES. The parties to this Interlocal Agreement ("Agreement") are the City of Kingsville ("City"), a Texas home rule municipality, and the Kingsville Independent School District ("KISD"), a body and corporate politic under the laws of the State of Texas.

2. PURPOSE.

- A. The City will provide the first responder personnel and equipment that will train at the vacant McRoberts School, which is the property of KISD.
- B. KISD will allow the City's first responder personnel access to the McRoberts school property for training purposes pursuant to this agreement.

3. TERM AND RENEWAL.

- A. This Agreement shall be for an initial term of one year, starting on the date the last party signs this agreement.
- B. This agreement shall be automatically renewed without further action unless terminated by either party.
- C. This Agreement may be terminated at any time by any party with or without cause upon thirty (30) days advance written notice.

D. Any notice of termination shall be sent to the other party to this interlocal agreement at the address listed in paragraph 4 of this agreement.

4. MISCELLANEOUS PROVISIONS.

A. Notice. Notice required by this Interlocal Agreement may be given or served by depositing the notice in the United States Mail, in certified or registered form, postage prepaid, addressed to the other party, or by delivering the notice in person to the other party. Notice deposited in the United States Mail in the manner prescribed in this subsection is effective upon deposit. The addresses of the parties are:

City of Kingsville, Texas
Attention: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Telephone: (361) 595-8002
Facsimile: (361) 595-8024

Kingsville Independent School District
Attn: Superintendent
P.O. Box 871
Kingsville, Texas 78364
Telephone: (361) 592-3387
Facsimile: (361) 221-9023

B. Effect of Waivers. No waiver by either party of any default, violation, or breach of the terms, provisions, and covenants contained in this Interlocal Agreement may be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Agreement.

C. Amendment of Interlocal Agreement. This Agreement may be amended at any time. Any amendment to this Agreement must be in writing and agreed to by the governing bodies of the parties. No officer or employee of any of the parties has authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the party.

D. Not For Benefit of Third Parties. This Agreement and all activities under this Agreement are solely for the benefit of the parties and not the benefit of any third parties.

E. Exercise of Police Powers. This Agreement and all activities under this Agreement are undertaken solely as an exercise of the police power of the parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons. The parties do not have and may not be deemed to have any duty to any particular person or persons.

F. Immunities Not Waived. Nothing in this Agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

G. Mutual Indemnification: To the extent allowed by the Constitution and Laws of the State of Texas, KISD and City agree that each party assumes any and all risks of liability, loss, damages, claims, or causes of action and related expenses, including attorney fees, caused or asserted to have been caused directly or indirectly by or as the result of the negligent acts or omissions of that party and the officers, employees, and agents thereof.

H. Captions. Captions to provisions of this Interlocal Agreement are for convenience and shall not be considered in the interpretation of the provisions.

I. Fiscal Obligations. Each party which performs services or furnishes aid under this Agreement must do so with funds available from current revenues of the party.

J. Interlocal Cooperation Act Applies. The parties enter into this Interlocal Agreement under the Texas Government Code Chapter 791 (Interlocal Cooperation Act). The parties agree that activities under this Agreement are "governmental functions and services" and that the parties are a "local government" and a "state agency" as those terms are defined in this Agreement and in the Interlocal Cooperation Act.

K. Approval by Governing Bodies. Each party represents that this Agreement has been duly passed and approved by the governing body of the party as required by the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code or that proper power and authority has been delegated by the governing body.

L. Entirety of Agreement. No other oral or written commitments of the parties with respect to use of the McRoberts School Property may have any force or effect if not contained in this Interlocal Agreement or any amendments thereto.

M. Severability. If any provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

N. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement continues in full force and effect.

O. Warranty. The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in this agreement.

P. Governing Laws. This Agreement shall be governed by the laws of the State of Texas.

Q. Venue. Venue for an action arising under this Agreement is in Kleberg County, Texas.

R. Effective Date. This Agreement is effective on the date when the last party executes this agreement.

S. Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.

EXECUTED by Kingsville Independent School District on the _____ day of _____, 2017.

Brian Coufal
President of the Board of Trustees

Carolina Perez
Superintendent of Schools

EXECUTED by the City of Kingsville on the _____ day of _____, 2017.

Sam R. Fugate
Mayor

ATTEST:

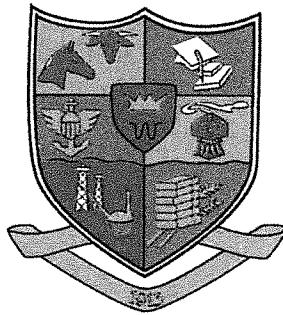
Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

AGENDA ITEM #6

MELISSA T. DE LA GARZA, PCC
Kleberg County Tax Assessor-Collector



P. O. Box 1457

Phone: 361-595-8541

Phone: 361-595-8542

Fax: 361-595-8546

COUNTY of KLEBERG
KINGSVILLE, TEXAS

August 7, 2017

78364-1457

**City of Kingsville
Jesus Garza, City Manager
P O Box 1458
Kingsville, TX 78364-1458**

RE: 2017 CERTIFIED VALUES

Dear Mr. Garza:

Pursuant to the Texas Property Tax Code Sec. 26.04(b) & (e), I, Melissa T. De La Garza, do hereby submit the total appraised, assessed and taxable values of all property and the total taxable value of new property in the City of Kingsville as certified by the Kleberg County Appraisal District. The 2017 certified appraisal roll on a CD may be viewed in the Tax Office.

The 2017 Governing Body Summary #1A with the effective and rollback tax rates, the notice that will be published in the Kingsville Record on August 20, 2017, and the planning calendar are also provided for your review.

I hereby request the foregoing submission be accepted and incorporated in the minutes of the next regularly scheduled City of Kingsville Commissioner's meeting.

If you have any questions, please feel free to come by my office.

Respectfully,

Melissa T. De La Garza, PCC
Kleberg County Tax Assessor-Collector

Enc.

CC. Deborah Balli, Director of Finance

2017 FINAL VALUE INFORMATION
AS OF 7-25-17
(Includes Info Only For Outstanding Protest Lower Value Use)

TAXING UNIT
CITY OF KINGSVILLE

GROSS VALUES	2017 FINAL VALUES
REAL:	793,841,251
PERSONAL:	83,376,720
MINERAL:	39,726,389
TOTAL GROSS VALUE:	916,944,360
TOTAL EXEMPTIONS:	103,043,310
HOMESTEAD CAP ADJ:	2,218,331
LOSS TO AGRICULTURAL: VALUATION	9,774,730
NET TAXABLE VALUE:	801,907,989
OUTSTANDING PROTEST LOWER VALUE USED	16,084,221
ADJUSTED NET TAXABLE VALUE DUE TO OUTSTANDING PROTEST	817,992,210

FOR INFO ONLY

2017 FINAL VALUE INFORMATION

AS OF 7-25-17

(Includes Info For Outstanding Protest Lower Value Use)

TAXING UNIT CITY OF KINGSVILLE

GROSS VALUES	2017 FINAL VALUES	2016 FINAL VALUES	DIFFERENCE
REAL:	793,841,251	761,756,167	32,085,084
PERSONAL:	83,376,720	89,558,210	(6,181,490)
MINERAL:	39,726,389	39,541,260	185,129
TOTAL GROSS VALUE:	916,944,360	890,855,637	26,088,723
TOTAL EXEMPTIONS:	103,043,310	89,604,466	13,438,844
HOMESTEAD CAP ADJ:	2,218,331	1,492,121	726,210
LOSS TO AGRICULTURAL: VALUATION	9,774,730	10,301,890	(527,160)
NET TAXABLE VALUE:	801,907,989	789,457,160 (INC)	12,450,829
FOR INFO ONLY			
OUTSTANDING PROTEST LOWER VALUE USED	16,084,221	0	16,084,221
ADJUSTED NET TAXABLE VALUE DUE TO OUTSTANDING PROTEST	817,992,210	789,457,160 (INC)	28,535,050

2017 Governing Body Summary #1A*

Benchmark 2017 Tax Rates

CITY OF KINGSVILLE

Date: 08/07/2017 11:08 AM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
Effective Tax Rate	\$0.84299	\$6,895,593	
One Percent \$100 Tax Increase***	\$0.85142	\$6,964,549	\$68,956
One Cent per \$100 Tax Increase***	\$0.852990	\$6,977,392	\$81,799
Notice & Hearing Limit****	\$0.84299	\$6,895,593	\$0
Rollback Tax Rate	\$0.88682	\$7,254,119	\$358,526
Last Year's Tax Rate	\$0.842200	\$6,889,130	\$-6,463
Proposed Tax Rate	\$0.88681	\$7,254,037	\$358,444

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

**Tax levies are calculated using line 19 of the Effective Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

***Tax increase compared to effective tax rate.

****The Notice and Hearing Limit is the highest tax rate that may be adopted without notices and a public hearing. It is the lower of the rollback tax rate or the effective tax rate.

NOTICE OF 2017 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF KINGSVILLE

A tax rate of \$0.88681 per \$100 valuation has been proposed for adoption by the governing body of CITY OF KINGSVILLE. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of CITY OF KINGSVILLE proposes to use revenue attributable to the tax rate increase for the purpose of quality of life improvements, which include increase to the Fire Department Personnel and increased focus on the maintenance of our City Parks.

PROPOSED TAX RATE	\$0.88681 per \$100
PRECEDING YEAR'S TAX RATE	\$0.84220 per \$100
EFFECTIVE TAX RATE	\$0.84299 per \$100
ROLLBACK TAX RATE	\$0.88682 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for CITY OF KINGSVILLE from the same properties in both the 2016 tax year and the 2017 tax year.

The rollback tax rate is the highest tax rate that CITY OF KINGSVILLE may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

**YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:**

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

MELISSA T. DE LA GARZA, PCC
KLEBERG COUNTY TAX ASSESSOR-COLLECTOR
700 E. Kleberg, Kingsville TX 78363
361-595-8542
mtdelagarza@co.kleberg.tx.us
www.co.kleberg.tx.us

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 28, 2017 at 6:00 PM at the Helen Kleberg Groves Community Room, City Hall, 400 W. King, Kingsville, TX.

Second Hearing: September 5, 2017 at 6:00 PM at the Helen Kleberg Groves Community Room, City Hall, 400 W. King, Kingsville, TX.

2017 Planning Calendar

CITY OF KINGSVILLE

Date: 08/07/2017 11:08 AM

Date	Activity
April-May	Mailing of notices of appraised value by chief appraiser.
April 30*	The chief appraiser prepares and certifies to the tax assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value.
May 15*	Deadline for submitting appraisal records to ARB.
July 20 (Aug. 30)	Deadline for ARB to approve appraisal records.
July 25	Deadline for chief appraiser to certify rolls to taxing units.
July 18, 2017	Certification of anticipated collection rate by collector.
August 1, 2017	Calculation of effective and rollback tax rates.
August 14, 2017	Submission of effective and rollback tax rates to governing body.
August 11, 2017	72-hour notice for meeting (<i>Open Meetings Notice</i>).
August 14, 2017	Meeting of governing body to discuss tax rate; if proposed rate tax rate will exceed the rollback rate or the effective tax rate (whichever is lower), take record vote and schedule public hearing.
August 20, 2017	Publish the Notice of Property Tax Rates by September 1 or the 30th day after the first date that the taxing unit has received each applicable certified appraisal roll. Notice must also be posted on the municipality's website.
August 25, 2017	72-hour notice for public hearing (<i>Open Meetings Notice</i>)
August 28, 2017	Public hearing.
September 1, 2017	72-hour notice for second public hearing (<i>Open Meetings Notice</i>)
September 5, 2017	Second public hearing (may not be earlier than 3 days after first public hearing); schedule and announce meeting to adopt tax rate 3-14 days from this date.
September 8, 2017	72-hour notice for meeting at which governing body will adopt tax rate (<i>Open Meetings Notice</i>)
September 11, 2017	Meeting to adopt tax rate. Meeting is 3 to 14 days after second public hearing. Taxing unit must adopt tax rate by Sept. 30 or 60 days after receiving certified appraisal roll, whichever is later.

*Tax Code Section 81.06 directs that if a date falls on a weekend, the deadline is extended to the following regular business day

AGENDA ITEM #7



**CITY OF KINGSVILLE
LEGAL DEPARTMENT**

P.O. Box 1458, Kingsville Texas 78364 Phone: 361-595-8016 Fax: 361-592-4696

Date: August 10, 2017

To: City Commission Members

From: Courtney Alvarez, City Attorney

Re: **Motion to Vote on Proposed Tax Rate FY17-18**

Pursuant to the Texas Property Tax Code, Section 26.05(d), "the governing body of a taxing unit other than a school district may not adopt a tax rate that exceeds the lower of the rollback tax rate or the effective tax rate calculated as provided by this chapter until the governing body has held two public hearing on the proposed tax rate and has otherwise complied with Section 26.06 and Section 26.065."

It is my understanding that the *proposed budget* is being based on a much lower amount than the *proposed tax rate*. As you may recall, once the proposed rate is set, then later in the budget process it would be impossible to consider a higher rate. As setting a proposed rate too low reduces your options later in the budget process, the City has historically set a higher proposed rate than it later actually adopts (in order to maintain flexibility). The proposed budget is built on a tax rate of \$0.84220, which is the same rate adopted since September 2010.

Accordingly, if the Commission wanted to continue with setting the proposed rate at something under the current rollback rate (\$0.88682), then the motion could be made in the following form:

"I move that the proposed property tax rate be set at \$0.88681 and that public hearings be set for Monday, August 28th and Tuesday, September 5th, 2017 at 6pm in the Helen Kleberg Groves Community Room located at City Hall, 400 W. King Ave., Kingsville, Texas."

2017 Governing Body Summary #1A*

Benchmark 2017 Tax Rates

CITY OF KINGSVILLE

Date: 08/07/2017 11:08 AM

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The governing body of CITY OF KINGSVILLE proposes to use revenue attributable to the tax rate increase for the purpose of quality of life improvements, which include increase to the Fire Department Personnel and increased focus on the maintenance of our City Parks.

PROPOSED TAX RATE	\$0.88681 per \$100
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ROLLBACK TAX RATE	\$0.88682 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for CITY OF KINGSVILLE from the same properties in both the 2016 tax year and the 2017 tax year.

The rollback tax rate is the highest tax rate that CITY OF KINGSVILLE may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

**YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:**

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

MELISSA T. DE LA GARZA, PCC
KLEBERG COUNTY TAX ASSESSOR-COLLECTOR
700 E. Kleberg, Kingsville TX 78363
361-595-8542
mtdelagarza@co.kleberg.tx.us
www.co.kleberg.tx.us

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 28, 2017 at 6:00 PM at the Helen Kleberg Groves Community Room, City Hall, 400 W. King, Kingsville, TX.

Second Hearing: September 5, 2017 at 6:00 PM at the Helen Kleberg Groves Community Room, City Hall, 400 W. King, Kingsville, TX.

2017 Planning Calendar

CITY OF KINGSVILLE

Date: 08/07/2017 11:08 AM

Date	Activity
April-May	Mailing of notices of appraised value by chief appraiser.
April 30*	The chief appraiser prepares and certifies to the tax assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value.
May 15*	Deadline for submitting appraisal records to ARB.
July 20 (Aug. 30)	Deadline for ARB to approve appraisal records.
July 25	Deadline for chief appraiser to certify rolls to taxing units.
July 18, 2017	Certification of anticipated collection rate by collector.
August 1, 2017	Calculation of effective and rollback tax rates.
August 14, 2017	Submission of effective and rollback tax rates to governing body.
August 11, 2017	72-hour notice for meeting (<i>Open Meetings Notice</i>).
August 14, 2017	Meeting of governing body to discuss tax rate; if proposed rate tax rate will exceed the rollback rate or the effective tax rate (whichever is lower), take record vote and schedule public hearing.
August 20, 2017	Publish the Notice of Property Tax Rates by September 1 or the 30th day after the first date that the taxing unit has received each applicable certified appraisal roll. Notice must also be posted on the municipality's website.
August 25, 2017	72-hour notice for public hearing (<i>Open Meetings Notice</i>)
August 28, 2017	Public hearing.
September 1, 2017	72-hour notice for second public hearing (<i>Open Meetings Notice</i>)
September 5, 2017	Second public hearing (may not be earlier than 3 days after first public hearing); schedule and announce meeting to adopt tax rate 3-14 days from this date.
September 8, 2017	72-hour notice for meeting at which governing body will adopt tax rate (<i>Open Meetings Notice</i>)
September 11, 2017	Meeting to adopt tax rate. Meeting is 3 to 14 days after second public hearing. Taxing unit must adopt tax rate by Sept. 30 or 60 days after receiving certified appraisal roll, whichever is later.

*Tax Code Section 81.06 directs that if a date falls on a weekend, the deadline is extended to the following regular business day

AGENDA ITEM #8

City of Kingsville
Department of Planning and Development services

To: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: May 18, 2017

SUBJECT: Rezoning request from Victoria Avalos, owner requesting the rezone of KT & I Co,
Block 7, Lot W/23 PT 4, Acres 31.55

Summary:

Background:

Financial Impact:

Recommendation: The motion was made to approve the rezoning request with a second. The vote was 2 votes yes, 2 votes no. Motion failed. Since 4 members showed up 4 votes were needed for any motion to be approved.



City of Kingsville
Department of Planning and Development services

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: May 12, 2017

SUBJECT: Rezoning Request from Victoria Avalos, owner requesting the rezone of KT & I Co, Block 7, Lot W/23 PT 4, Acres 31.55

Summary: The Planning and Zoning Commission met on April 19th to hold a public hearing and consider action on this rezoning request. The public hearing was held and completed but due to information received during the meeting the Planning and Zoning Commission decided to table the action item. It was tabled due to a statement made by the previous property owner. He stated the property was never rezoned to R1 and was still zoned Agriculture. I stated that the records I researched showed the property was zoned as R1. Due to the statement from the property owner the Planning and Zoning Commission felt that the right thing to do was to table the item to allow me to research the documents for proof that it was rezoned. Attached is a copy of the ordinance that rezoned the property from Agriculture to R1 Residential. This was done effective November 8, 2006. There is a map that reflects the area in question. There was another statement made that isn't as critical but that there is another plat pertaining to the 31.55 acres. While I believe that the previous property owner did put together a layout concerning his plan to develop the 31.55 acres, it was never submitted to the city for plat approval. I have talked to him and he has told me that he never did submit it to the city. For a plat to become official there is a certain process for that to happen per our ordinances. I have attached and marked the certain sections which apply to this process. Chapter 212 of the Local Government Code gives authority to municipalities concerning this process. I have attached the appropriate pages and marked the section which applies to this process. There is a plat included in the packet. The document that was put together is not an official plat so there is no record of it either in our database or at the courthouse. The Planning and Zoning Commission was supposed to meet on May 3rd regarding this item but did not due to a family issue for the



City of Kingsville
Department of Planning and Development services

applicant and their legal counsel being ill. The item was tabled until the next meeting which will be May 17th.

Background:

Financial Impact: Since the land is currently in Ag value according to the current property owner the tax revenue I believe would stay the same. Obviously if the property was developed into residential then the tax rate would increase.

Recommendation: Since the meeting on the 19th it is evident that there are two concerns that neighboring property owners have expressed, they are expectations of how the property was to be developed and compatibility with the total area. The land has been used in an agricultural manner by the previous owner and current owner. There has been significant citizen engagement on this item. The Planning and Zoning Commission will conduct a meeting on May 17 to take action on the rezoning request. I will then provide to the City Secretary an email as to the result of that action.



ORDINANCE #2017-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO KT&I CO., BLOCK 7, LOT W/23, PT 4, 31.55 ACRES, ALSO KNOWN AS AREA BEHIND 221 W. SAGE ROAD FROM R1-SINGLE FAMILY TO AG-AGRICULTURE DISTRICT; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Victoria Avalos, owner, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, April 19, 2017 during a meeting of the Planning and Zoning Commission, and on Thursday, May 25, 2017 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the item did not pass due to a 2-2 vote of the Planning Commission on the requested rezone with no abstentions; and

WHEREAS, the City Commission has determined that this amendment would best serve public health, necessity, and convenience and the general welfare of the City of Kingsville and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of KT&I Co., Block 7, Lot W/23, Pt 4, 31.55 acres also known as area behind 221 W. Sage Road from R1-Single Family to AG-Agriculture District, as more specifically described on the Zone Change Map, attached as Exhibit A.

SECTION 2. That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendments to the Zoning Ordinance made by Section 1 of this ordinance.

SECTION 3. That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

SECTION 4. That to the extent that these amendments to the Zoning Ordinance represent a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

SECTION 6. That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville.

INTRODUCED on this the 25th day of May, 2017.

PASSED AND APPROVED on this the 14th day of August, 2017.

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

ORDINANCE ORD2006-44

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO 31.55 ACRES OUT OF K.T. & I SUBDIVISION, SECTION 7, PART OF LOTS 3 AND 4 FROM "AG", AGRICULTURE TO "R-1", SINGLE FAMILY RESIDENTIAL; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of M.A. Schoech, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, September 20, 2006, during a meeting of the Planning Commission, and on Monday, October 9, 2006, during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the City Commission has determined that this amendment would best serve public health, necessity, and convenience and the general welfare of the City of Kingsville and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of 31.55 acres out of K.T. & I Subdivision, Section 7, Part of Lots 3 and 4, From "AG" Agriculture to "R-1" Single Family Residential as more specifically described on the Zone Change Map, attached as Exhibit A.

SECTION 2. That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendments to the Zoning Ordinance made by Section 1 of this ordinance.

SECTION 3. That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

SECTION 4. That to the extent that these amendments to the Zoning Ordinance represent a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

SECTION 6. That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville.

INTRODUCED on this the 9th day of October, 2006.

PASSED AND APPROVED on this the 23rd day of October, 2006.

THE CITY OF KINGSVILLE


Sam R. Fugate, Mayor

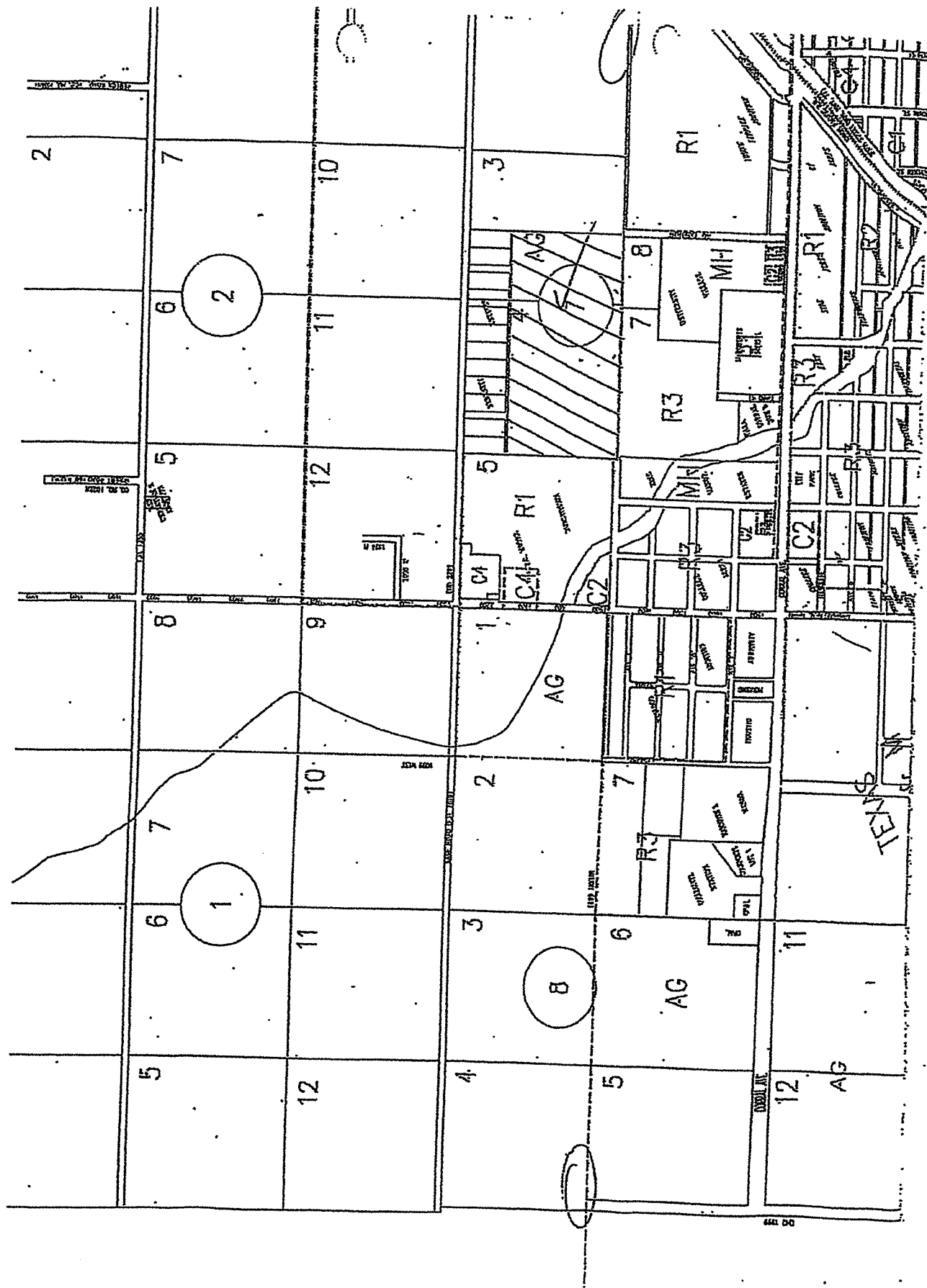
ATTEST:


Edna S. Lopez, City Secretary

APPROVED:

By: 
Courtney Alvarez, City Attorney

EFFECTIVE DATE: November 8, 2006



PLATTING PROCEDURES⁽²⁾*Footnotes:**— (2) —*

Editor's note— Ord. No. 2014-65, § 1, adopted October 13, 2014, repealed the former platting procedures, §§ 15-3-15--15-3-19, and enacted a new platting procedures as set out herein. The former platting procedures pertained to similar subject matter. See Code Comparative Table for complete derivation.

Sec. 15-3-15. - Purposes of regulations.

- (A) The purposes of these provisions are to regulate the subdivision and improvement of land for urban use, to provide adequate light, air, open space, drainage, transportation, public utilities and other needs; to assure the maintenance of health, safety and an attractive and efficient community; and to encourage the economical use of human and natural resources.
- (B) The subdivision of land is the first step in the process of urban development. The arrangement of land parcels in the community for residential, commercial and industrial uses and for streets, alleys, schools, parks and other public purposes provides the basic framework for the uses of land and for the arrangement of the community.
- (C) These regulations are designed, intended and should be administered in a manner to:
 - (1) Implement the city's adopted master plan for development.
 - (2) Provide for neighborhood conservation and prevent the development of slums and blight.
 - (3) Harmoniously relate the development of the various tracts of land in the city to the existing community development and facilitate and coordinate the future development of adjoining tracts.
 - (4) Provide the best possible design for the tract being subdivided and developed.
 - (5) Reconcile the diverse interests of the subdivider, adjacent property owners and the city.
 - (6) Coordinate the provision of streets within subdivisions with existing and planned streets and with other features of the master plan and official future land use map.
 - (7) Ensure that all necessary public utilities and facilities are provided and are or will be available, accessible and adequate, pursuant to adopted city standards and requirements, at the time of subdivision or development.
 - (8) Establish adequate and accurate records of land subdivision.
- (D) *Authority.* This chapter is enacted pursuant to the authority of Local Government Code Sections 212.001 through 212.904, with all other statutory and legal authority which now, or which may in the future, provide authority for subdivision regulations.

A disclosure statement that all or a portion of the subdivision falls within the AICUZ; the disclosure statement to be displayed prominently with other required certificates.

- (12) In addition to other required certificates, the forms set out in the appendix shall be entered on the plat following the certificates of owner, engineer, and the like, and preceding the certificate of the County Clerk.
 - (13) The final plat submitted to the Planning and Zoning Commission, as well as the City Commission, and to be filed for record with the County Clerk, shall not show construction features such as curb lines or public utility lines or other structures not involved in the title covenant.
 - (14) The area of each lot shall be clearly indicated by writing the number of square feet in each lot on the final plat.
- (B) *Final restrictive covenants.* A copy of the final restrictive covenants to govern the nature of the use of the property in the subdivision shall be submitted if the subdivision is planned for the use of individual septic tanks in lieu of a sanitary sewer system. The Planning and Zoning Commission may, in the public interest, require that these be filed simultaneously with the plat.
- (C) *Planning and Zoning Commission to render decision within 30 days.* Upon filing of the final plat along with other required information, the Planning and Zoning Commission, as well as the City Commission, shall both render a decision thereon within 30 days after their respective regular meetings. The decision may consist of approval, disapproval or conditional approval. Reasons for disapproval or conditional approval shall be stated in writing. When a plat is conditionally approved, the subdivider may subsequently refile the final plat meeting the objections or required conditions, and the Planning and Zoning Commission shall, at the next regular meeting thereafter, sign the final plat, provided it meets the objections or imposed conditions.
- ✓(D) *When final plat approved.* Upon approval of the final plat, the plat being otherwise fully endorsed and all provisions of the Subdivision Ordinance complied with shall be filed by the city with the County Clerk of Kleberg County, Texas.
- (E) *Assurance for completion and warranty of improvements.*
- (1) *Completion of improvements.*
 - (a) Except for a single or two-family residential subdivision which may exercise the option provided in section 15-3-19(F) as provided below, all applicants shall be required to complete, to the satisfaction of the Director of Public Works all

(b) on-site water wells constructed before September 1, 2001, that fail to provide an adequate supply of safe drinking water.

(b) A fine or criminal penalty prescribed by the ordinance does not apply to a violation in the extraterritorial jurisdiction.

(c) The municipality is entitled to appropriate injunctive relief in district court to enjoin a violation of municipal ordinances or codes applicable in the extraterritorial jurisdiction.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 46(b), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 822, Sec. 6, eff. Sept. 1, 1989; Acts 2001, 77th Leg., ch. 68, Sec. 1, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 731, Sec. 3, eff. Sept. 1, 2003.

✓Sec. 212.004. PLAT REQUIRED. (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. A division of land under this subsection does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

(b) To be recorded, the plat must:

- (1) describe the subdivision by metes and bounds;
- (2) locate the subdivision with respect to a corner of the survey or tract or an original corner of the original survey of which it is a part; and

XSec. 212.005. APPROVAL BY MUNICIPALITY REQUIRED. The municipal authority responsible for approving plats must approve a plat or replat that is required to be prepared under this subchapter and that satisfies all applicable regulations.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 46(b), eff. Aug. 28, 1989; Acts 1993, 73rd Leg., ch. 1046, Sec. 2, eff. Aug. 30, 1993.

XSec. 212.006. AUTHORITY RESPONSIBLE FOR APPROVAL GENERALLY.

(a) The municipal authority responsible for approving plats under this subchapter is the municipal planning commission or, if the municipality has no planning commission, the governing body of the municipality. The governing body by ordinance may require the approval of the governing body in addition to that of the municipal planning commission.

(b) In a municipality with a population of more than 1.5 million, at least two members of the municipal planning commission, but not more than 25 percent of the membership of the commission, must be residents of the area outside the limits of the municipality and in which the municipality exercises its authority to approve subdivision plats.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 46(b), eff. Aug. 28, 1989.

Sec. 212.0065. DELEGATION OF APPROVAL RESPONSIBILITY. (a) The governing body of a municipality may delegate to one or more officers or employees of the municipality or of a utility owned or operated by the municipality the ability to approve:

- (1) amending plats described by Section 212.016;
- (2) minor plats or replats involving four or fewer lots fronting on an existing street and not requiring the creation of any new street or the extension of municipal facilities; or
- (3) a replat under Section 212.0145 that does not require the creation of any new street or the extension of municipal facilities.

XSec. 212.008. APPLICATION FOR APPROVAL. A person desiring approval of a plat must apply to and file a copy of the plat with the municipal planning commission or, if the municipality has no planning commission, the governing body of the municipality.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

XSec. 212.009. APPROVAL PROCEDURE. (a) The municipal authority responsible for approving plats shall act on a plat within 30 days after the date the plat is filed. A plat is considered approved by the municipal authority unless it is disapproved within that period.

(b) If an ordinance requires that a plat be approved by the governing body of the municipality in addition to the planning commission, the governing body shall act on the plat within 30 days after the date the plat is approved by the planning commission or is considered approved by the inaction of the commission. A plat is considered approved by the governing body unless it is disapproved within that period.

(c) If a plat is approved, the municipal authority giving the approval shall endorse the plat with a certificate indicating the approval. The certificate must be signed by:

(1) the authority's presiding officer and attested by the authority's secretary; or

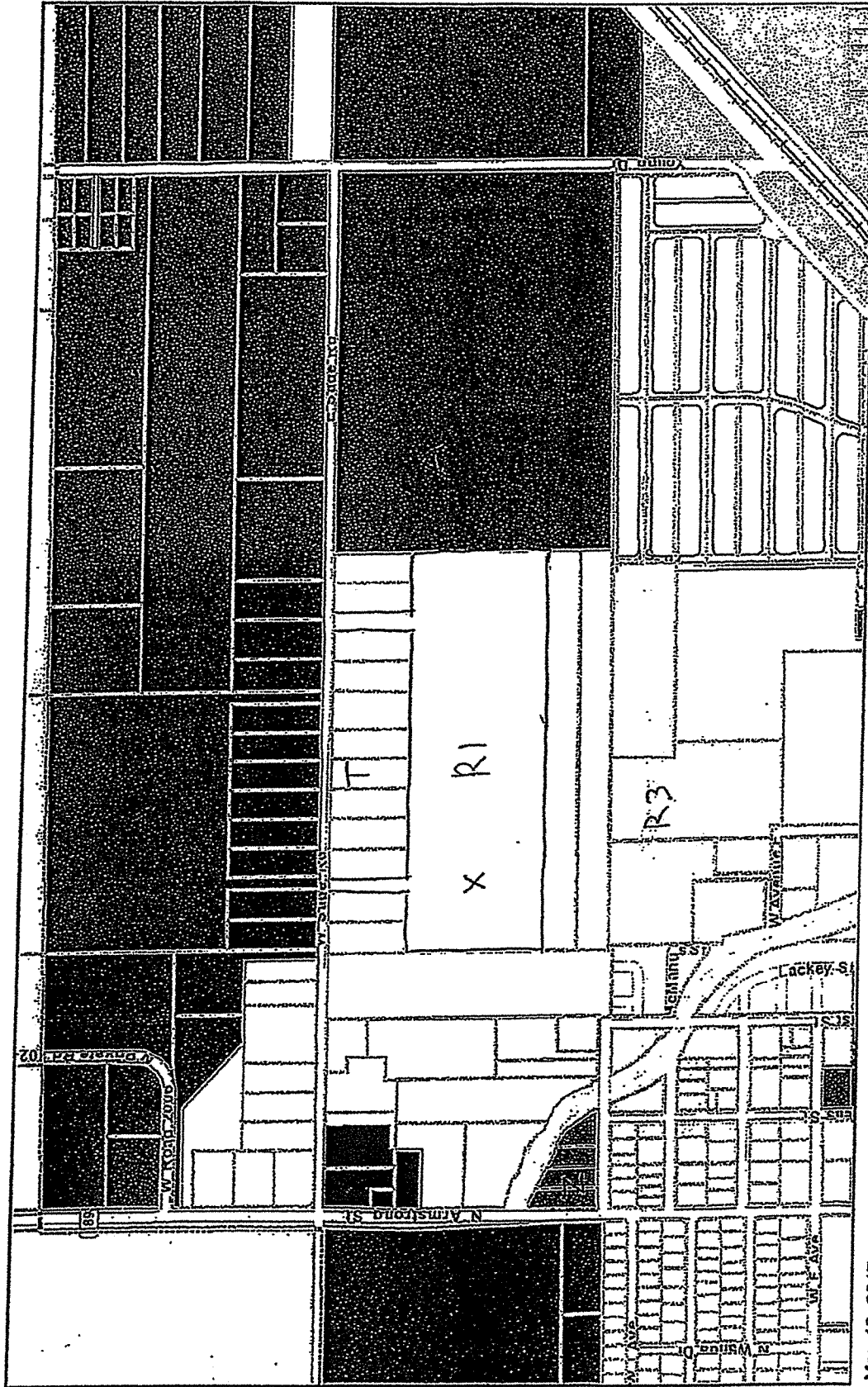
(2) a majority of the members of the authority.

(d) If the municipal authority responsible for approving plats fails to act on a plat within the prescribed period, the authority on request shall issue a certificate stating the date the plat was filed and that the authority failed to act on the plat within the period. The certificate is effective in place of the endorsement required by Subsection (c).

(e) The municipal authority responsible for approving plats shall maintain a record of each application made to the authority and the authority's action taken on it. On request of an owner of an affected tract, the authority shall certify the reasons for the action taken on an application.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Zoning Map of Area



May 12, 2017

X - rezoning request T - Home of Applicant
 Y - C4 Z - C2

1:9,028
 0 0.075 0.15 0.2 0.3 mi
 0 0.1 0.2 0.4 km
 Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

WILD HORSE DESERT ROUND-UP

Friday, April 28th and Saturday, April 29th
at the Bishop City Park

SPONSORED BY BISHOP CHAMBER OF COMMERCE

FRIDAY 4-28-81

5:00 PM BBQ COOK-OUT (CHICKEN IN COCOMMUNITY CENTER)
5:10 PM BISHOP ACCIDENT RECREATION PROGRAMMY CENTER
6:00 PM SWING SOCIETY (THE HOUSE OF EVILS) (UNDER THE FANLION)
6:30 PM FIELDS TOWN IN COCOMMUNITY CENTER
7:00 PM ALSO BAND PERFORMS
7:30 PM CHEFS CHOICE TURN IN COCOMMUNITY CENTER
8:00 PM MICHAEL CUNNINGHAM COCOMMUNITY JAZZ BAND PERFORMS
8:30 PM FIVE THE CAMPUS TURN IN COCOMMUNITY CENTER
9:00 PM MARCHING CELESTIAL BAND PERFORMS
10:00 PM JAZZ BAND PERFORMS

SATURDAY 4-29-81

8:45 AM BISHOP MARCH (POLLER V CAMPST)
9:30 AM KATASAGAL NOTE YOUR LAP AND THE PONG
REMEMBER THOSE WHO HAVE LOST LAKE STILLS
FOUNDED BY DAVID MONTAG AND MARIO PERAZZINI BY THE LAKE
9:00 AM GORDON LUNN (THE HOUSE OF EVILS) (UNDER THE FANLION)
9:30 AM ST. PAUL LUTHERAN CHURCH A 30-000 MUSIC (UNDER PERAZZINI)
10:00 AM BOB COOKS STEERING (WASH CAMP SITE)
10:30 AM VANDER DRIFT PONG & GALE BORDERS (UNDER PERAZZINI)
11:00 AM SLIGHT ACCIDENT (UNDER COCOMMUNITY CENTER)
11:30 AM KATHOLIC MARCH (UNDER PERAZZINI)
12:30 AM MARCH WOODSTOCK ALL LEVELS - COME PREPARED TO MEET PERAZZINI
1:00 PM CHURCH OF THE BISHOP (UNDER PERAZZINI)
1:30 PM LUNCH - BISHOP JAZZ BAND (UNDER PERAZZINI)
1:45 PM DALLASTON BISHOP - LUNCH FOR ALICE (UNDER PERAZZINI)
2:00 PM BISHOP TURN IN COCOMMUNITY CENTER
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SUNDAY 4-30-81

8:00 AM BISHOP TURN IN COCOMMUNITY CENTER
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8:00 PM BISHOP TURN IN COCOMMUNITY CENTER

City of Kingsville
Department of Planning and Development services

To: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: April 13, 2017

SUBJECT: Agenda item for a rezoning request from Victoria Avalos KT & I Block 7, Lot W23,
Pt 4 31.55 acres From R1 to AG

Summary: The applicant Victoria Avalos is requesting a rezone of the above property from R1 to Agriculture.

Background: This property has been zoned R1 for some time. Attachment A reflects the zoning of the property around this request. Attachment B is a plat that was approved for this area that shows future development in 1996. Attachment C reflects that the previous owner owned it from 1996 to 2014. The applicant purchased the property in June of 2014. Since that time they have determined that they have no desire to develop it and would like to take advantage of the uses that are allowed under the agricultural zone. Attachment D reflects the uses allowed under an agricultural zone and what is not allowed when it is zoned R1. Just a reminder that it takes 10 acres to be zoned agricultural. There have been concerns about the number of animals so included in the packet is Attachment E which are the specific sections on animals. Since there is no mention of the number of animals compared to the zoning there could be a conflict when it relates to agriculture. There is an obvious expectation by the abutting property owners that the ground would be residential in the future and the change to agricultural brings concern to them as to the uses allowed. On the other hand should the property owner be allowed to utilize the ground that he owns to the fullest extent allowed by the city ordinances?

Financial Impact: I see minimal financial impact. My belief is that currently while it is zoned R1 the appraisal value is agricultural since that is how the property is being utilized. Since property ownership can change you obviously never know what can happen in the future.

Recommendation: The Planning and Zoning Commission doesn't meet on this item until April 19th, so after that meeting I will be able to get to you their recommendation.



CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address _____ Nearest Intersection _____

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: KT + 1 Co, Block 7, Lot W/23, PT 4, Acres 31.55

Existing Zoning Designation R1 Future Land Use Plan Designation AG

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Victoria Avalos Phone 361-947-1037 FAX _____

Email Address (for project correspondence only): Vickyjessie21@yahoo.com

Mailing Address 221 W. Sage City Kingsville State TX Zip 78663

Property Owner Victoria Avalos Phone _____ FAX _____

Email Address (for project correspondence only): _____

Mailing Address _____ City _____ State _____ Zip _____

Select appropriate process for which approval is sought. Attach completed checklists with this application.

<input type="checkbox"/> Annexation Request _____	No Fee	<input type="checkbox"/> Preliminary Plat _____	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA) _____	\$250.00	<input type="checkbox"/> Final Plat _____	Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request _____	\$250.00	<input type="checkbox"/> Minor Plat _____	\$100.00
<input checked="" type="checkbox"/> Re-zoning Request _____	\$250.00	<input type="checkbox"/> Re-plat _____	\$250.00
<input type="checkbox"/> SUP Request/Renewal _____	\$250.00	<input type="checkbox"/> Vacating Plat _____	\$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA) _____	\$250.00	<input type="checkbox"/> Development Plat _____	\$100.00
<input type="checkbox"/> PUD Request _____	\$250.00	<input type="checkbox"/> Subdivision Variance Request _____	\$25.00 ea

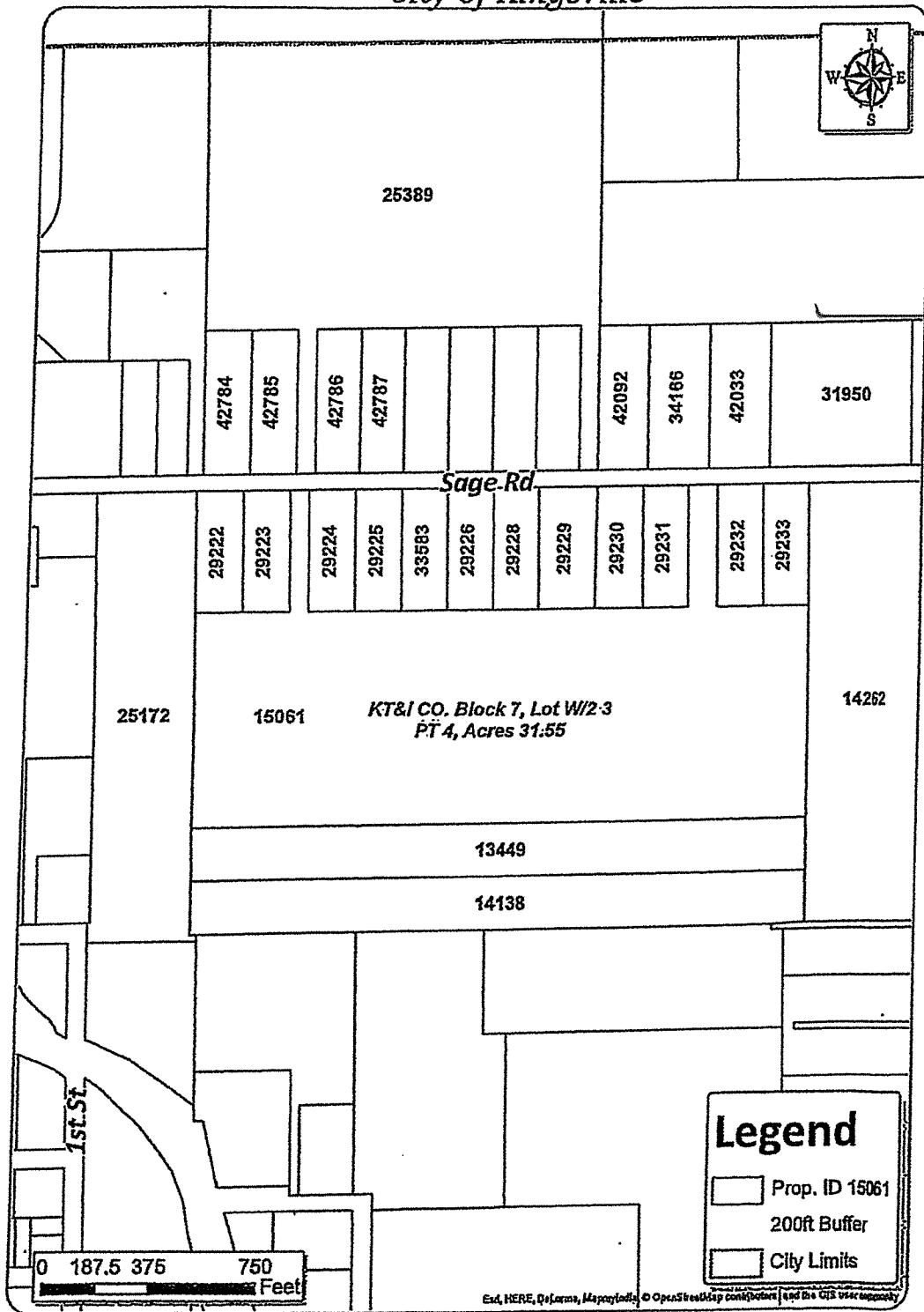
Please provide a basic description of the proposed project:

Re zoning from R-1 to AG

I hereby certify that I am the owner and /or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit or approval may be revoked.

Applicant's Signature _____ Date: _____
Property Owner's Signature Victoria Avalos Date: 3-23-17
Accepted by: _____ Date: _____

City of Kingsville



R H CHRISTIAN
PO BOX 732
KINGSVILLE, TX 78364-0732
#25389

ANTONIO ALEGRIA SR
ETUX MONICA
2106 BROOK LN
KINGSVILLE, TX 78363
#42786

JOHN DAVID SILVA
ETUX TERESA MARIE
2005 S 2ND ST
KINGSVILLE, TX 78363
#34166

DANIEL RAY GARZA
ETUX MARGO
1030 NATIONAL DR
CORPUS CHRISTI, TX 78416-2135
#29222

ATILANO EFRAIN CHAPA
ETUX NOELIA L CHAPA
313 W SAGE RD
KINGSVILLE, TX 78363-2800
#29225

ALFRED L ISASSI
ETUX ERNESTINA A RAMOS
213 W SAGE RD
KINGSVILLE, TX 78363-2820
#29228

JAVIER DE LA PAZ
ETUX ROXANNE
248 E COUNTY ROAD 2210
KINGSVILLE, TX 78363-2650
#29231

THOMAS WASH F
524 W I AVE
KINGSVILLE, TX 78363-3187
#25172

MAY FAMILY REVOCABLE TRUST
DEAN MAY (TRUSTEE)
2734 STEARMAN ST
POPLAR GROVE, IL 61065-8248
#14138

ANN MARIE TORRES
AKA ANN MARIE LOERA
ETVIR CHRISTOPHER
701 W KLEBERG AVE
KINGSVILLE, TX 78363-4216
#42784

JAVIER MENDEZ JR
ETUX RUTH L
401 E LOTT
KINGSVILLE, TX 78363
#42787

MARIA GUADALUPE MARQUEZ
ALEJANDRO ZARAGOZA
1803 MARGARET LANE
KINGSVILLE, TX 78363
#42033

CARLOS GUERRERO
ETUX ELDA S GUERRERO
431 W SAGE RD
KINGSVILLE, TX 78363-2789
#29223

OSCAR COLECIO
ROSALIE COLECIO
305 W SAGE RD
KINGSVILLE, TX 78363-2800
#33583

OSCAR DIAZ
ETUX GLORIA PENIA
2535 5TH ST
INGLESIDE, TX 78362
#29229

ROJELIO DOMINGUEZ JR
933 W G AVE
KINGSVILLE, TX 78363-3046
#29232

FRANKLIN WELDING DALLAS LLC
PO BOX 511
1710 YOUNG DR
KINGSVILLE, TX 78364-0511
#14262

ANN MARIE TORRES
AKA ANN MARIE LOERA
ETVIR CHRISTOPHER
701 W KLEBERG AVE
KINGSVILLE, TX 78363-4216
#42785

ELIBERTO AGUILAR
114 W SAGE RD
KINGSVILLE, TX 78363
#42092

ANTONIO ALCALA JR
ETUX IMELDA T
1009 WARNER ST
CARROLLTON, TX 75006-6344
#31950

JOHN GUERRERO
ETUX JACKIE
321 W SAGE RD
KINGSVILLE, TX 78363-2800
#29224

VICTORIA ANNA AVALOS
221 W SAGE RD
KINGSVILLE, TX 78363
#29226

CLIFFORD SUTCLIFFE
ETUX KERRI L
3701 WILLOW LAKE LN
ENID, OK 73703
#29230

LARRY T GARCIA
103 W SAGE RD
KINGSVILLE, TX 78363
#29233

ETHEL CHAYS
2003 BLUEBIRD AVE NW
HUNTSVILLE, AL 35816-1704
#13449

To: Planning and Zoning Commission Members

From: Tom Ginter, Director

Date: April 13, 2017

Subject: Rezoning of property 31.55 acres KT&I. Block 7, Lot W/23 Pt 4

Background and Summary:

The 31.55 acres owned by Victoria Avalos is currently zoned R1. Attachment A reflects the current zoning of the property per request and the zoning of the property around it. Attachment B reflects how the plat for the property was approved by the City of Kingsville in 1996. Attachment C reflects the deed history of the property which was owned by one individual since 1996. In June of 2014 the property was purchased by Victoria Avalos.

I believe that this background is important because it reflects how long the property was slated for a residential development and probably the expectation of the abutting property owners that it stays zoned residential.

The applicant has decided now that they prefer to rezone the property to agriculture since, they do not want to develop it residential and they would like to take advantage of the uses that are allowed in an agricultural zone. Attachment D reflects the uses allowed under an Agricultural zone and what is not allowed when it is zoned R1. Reminder that to be zoned Agricultural one must have at least 10 acres.

There have been concerns about the number of animals, enclosed is the ordinance that speaks to this question. Specifically Section 9-3-2 and Section 9-3-3 give you guidance on that subject. Since there is no mention of the number of animals related to the zoning there could be a conflict when it relates to agriculture.

I understand that with the expectation of this land being zoned residential and that to the abutting property owners agricultural uses may not be compatible would cause concern. More importantly do those concerns from the abutting property owners hold a higher priority than the property owner attempting to utilize his property to his desire under the Code of Ordinances?

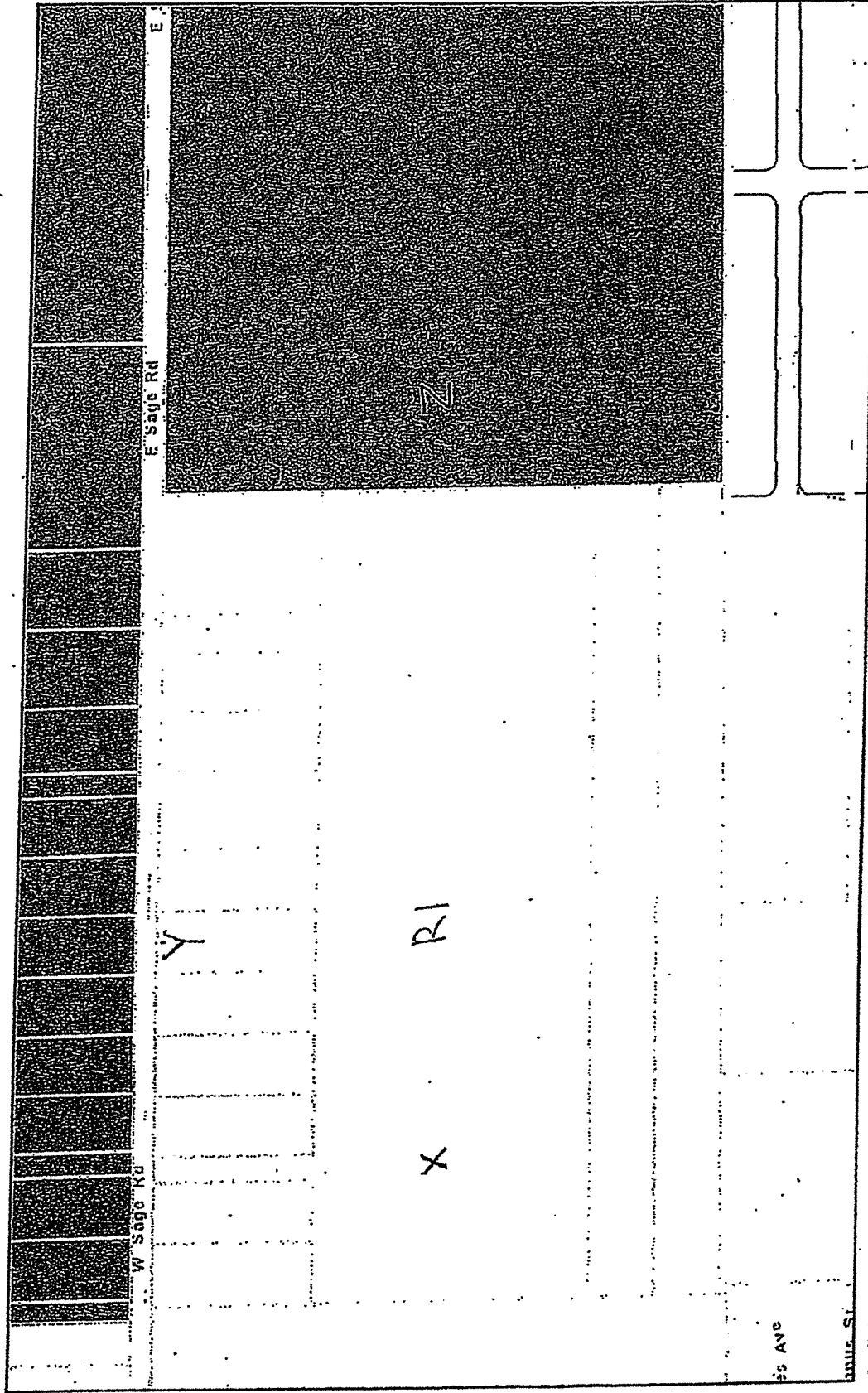
Financial Impact:

Since property ownership and the land use can always change I see minimal impact now and into the future. Even though it is zoned residential, the appraisal district may have it as an agricultural value since that is how the ground is being utilized.

Recommendation:

After much thought I would like to recommend to the planning and zoning commission that the rezoning be approved for passage by the city commission. I would hope that with 31.55 acres the property owner would be cognizant of the abutting property owners concerns and that they could work together so they all enjoyed the country life.

Attachment A



April 13, 2017

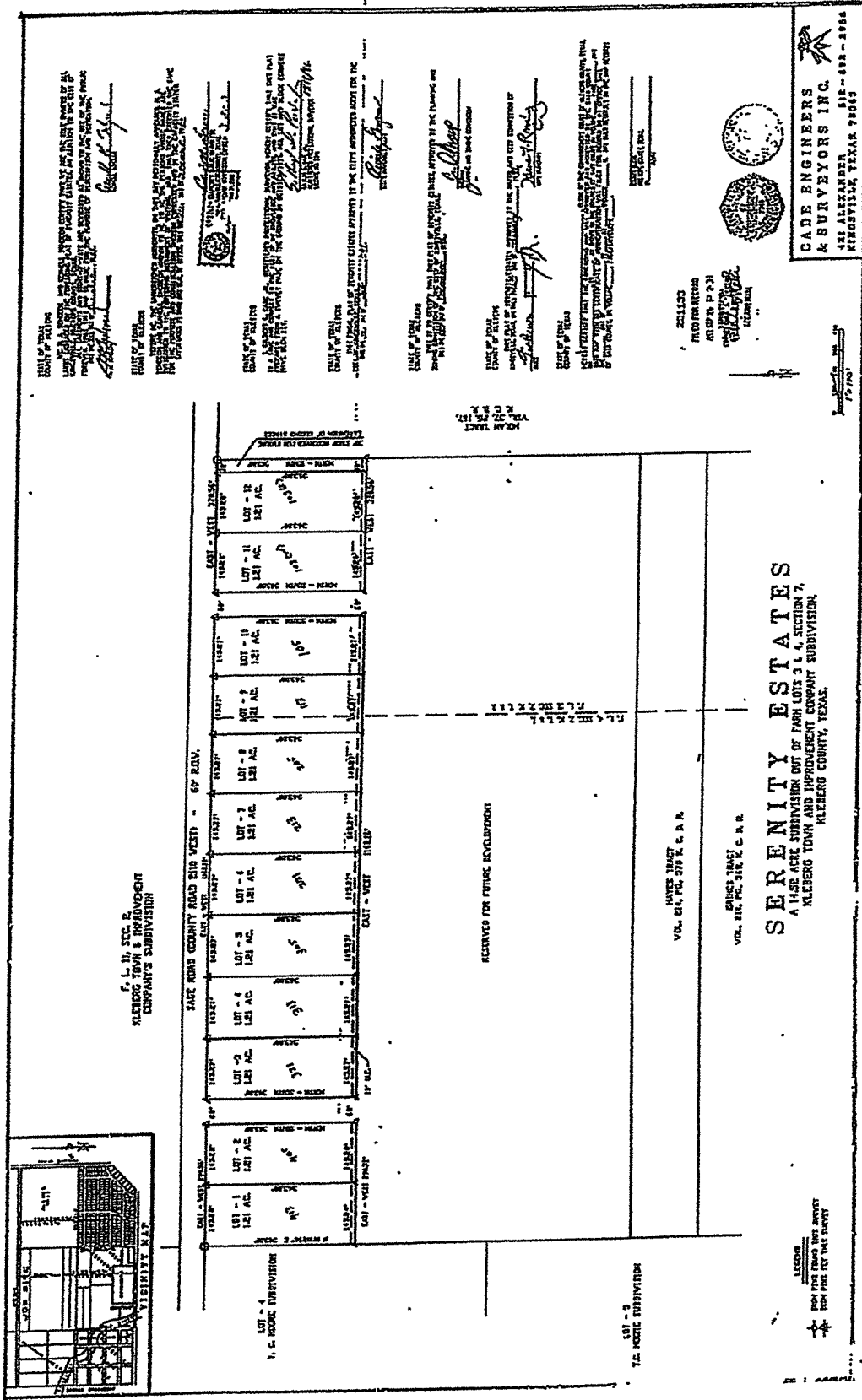
X - Property - rezoning request

Z - Agriculture zone

Y - Applicant residence

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Attachment B



CADE ENGINEERS & SURVEYORS INC.
481 ALEXANDER
KINGSTON, TEXAS 75455

Attachment C

Kleberg CAD

Property Search Results > 15061 AVALOS VICTORIA for Year 2017

Property

Account

Property ID: 15061 Legal Description: KT & I CO, BLOCK 7, LOT W/2 3, PT 4, ACRES 31.55
 Geographic ID: 290000704101192 Agent Code:
 Type: Real
 Property Use Code:
 Property Use Description:

Location

Address: SAGE RD Mapsco:
 Neighborhood: Map ID: A1
 Neighborhood CD:

Owner

Name: AVALOS VICTORIA Owner ID: 60216
 Mailing Address: 221 W SAGE RD % Ownership: 100.000000000000%
 KINGSVILLE, TX 78363

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$88,210	\$4,160
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$88,210
(-) Ag or Timber Use Value Reduction:	-	\$84,050

(=) Appraised Value:	=	\$4,160
(-) HS Cap:	-	\$0

(=) Assessed Value:	=	\$4,160
---------------------	---	---------

Taxing Jurisdiction

Owner: AVALOS VICTORIA
 % Ownership: 100.000000000000%
 Total Value: N/A

Entity Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD KLEBERG COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CKI CITY OF KINGSVILLE	N/A	N/A	N/A	N/A
GKL KLEBERG COUNTY	N/A	N/A	N/A	N/A
SKI KINGSVILLE I.S.D.	N/A	N/A	N/A	N/A
WST SOUTH TEXAS WATER AUTHORITY	N/A	N/A	N/A	N/A
Total Tax Rate:	N/A			

Taxes w/Current Exemptions: N/A

Taxes w/o Exemptions:

N/A

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	IMPR2	IMPROVED PASTURE	21.9500	956142.00	0.00	0.00	\$61,370	\$3,250
2	IMPR3	IMPROVED PASTURE	4.6100	200811.60	0.00	0.00	\$12,890	\$540
3	OTH4	RB4 (BRUSH LAND)	2.2100	96267.60	0.00	0.00	\$6,180	\$180
4	OTH5	RB5 (BRUSH LAND)	2.7800	121096.80	0.00	0.00	\$7,770	\$190

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	N/A	N/A	N/A	N/A	N/A	N/A
2016	\$0	\$78,630	3,860	3,860	\$0	\$3,860
2015	\$0	\$107,440	3,590	3,590	\$0	\$3,590
2014	\$0	\$76,160	11,280	11,280	\$0	\$11,280
2013	\$0	\$78,120	11,500	11,500	\$0	\$11,500
2012	\$0	\$66,820	12,050	12,050	\$0	\$12,050
2011	\$0	\$62,780	11,350	11,350	\$0	\$11,350
2010	\$0	\$60,520	11,950	11,950	\$0	\$11,950
2009	\$0	\$60,520	11,400	11,400	\$0	\$11,400
2008	\$0	\$74,610	10,310	10,310	\$0	\$10,310
2007	\$0	\$53,610	7,020	7,020	\$0	\$7,020
2006	\$0	\$53,640	7,350	7,350	\$0	\$7,350
2005	\$0	\$53,010	7,640	7,640	\$0	\$7,640
2004	\$0	\$44,790	5,400	5,400	\$0	\$5,400
2003	\$0	\$53,640	5,430	5,430	\$0	\$5,430
2002	\$0	\$53,640	6,040	6,040	\$0	\$6,040
2001	\$0	\$47,330	7,740	7,740	\$0	\$7,740
2000	\$0	\$43,700	8,370	8,370	\$0	\$8,370
1999	\$0	\$36,280	9,630	9,630	\$0	\$9,630
1998	\$0	\$31,550	8,680	8,680	\$0	\$8,680
1997	\$0	\$46,070	2,630	2,630	\$0	\$2,630
1996	\$0	\$46,070	0	46,070	\$0	\$46,070
1995	\$0	\$46,070	0	46,070	\$0	\$46,070

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	6/17/2014	WDVL	WARRANTY DEED W/VENDOR'S LEIN	SCHOECH MELVIN & GENELL TRUST	AVALOS VICTORIA	514	043	
2	11/15/2001	SPWD	SPECIAL WARRANTY DEED	SCHOECH MELVIN A	SCHOECH MELVIN & GENELL TRUST	225	478	0
3	5/22/1996	SPWD	SPECIAL WARRANTY DEED	CHURCH OF JESUS CHRIST	SCHOECH MELVIN A	131	442	

Questions Please Call (361) 595-5775

Kingsville, TX Code of Ordinances [codes] - Sec. 1. - Land use chart. | Municode Libra... Page 13 of 14

Kingsville, TX Code of Ordinances [codes] - Sec. 1. - Land use chart. | Municode Libra... Page 13 of 14

[illegible]

Attachment E

ARTICLE 3. - ANIMALS^[4]

Footnotes:

--- (4) ---

Statutory reference— For state law concerning animals generally, see Tex. Health & Safety Code, Title 10 and Tex. Penal Code, §§ 42.09 and 42.10; Rabies Control Act, see Tex. Penal Code, § 42.09.

GENERAL PROVISIONS

Sec. 9-3-1. - Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Animals or poultry. As specifically named herein, by whatever other name they might be called, includes every age and sex of each of the herein named species of animal or poultry.

Hybrid animals. First, second or third generation offspring of two animals of different species, one of which is from the wild.

Permit. Any permit granted by the Health Officer pursuant to power granted to him in this article.

Prohibited animal. Any venomous or poisonous amphibian or reptile or potentially dangerous reptile because of its size such as boas, pythons, anacondas, monitor lizards and crocodilians; any member of the class Aves that is protected from human possession by federal law and any of the large flightless birds such as ostriches, rhea, emus and cassowaries; any of the class Mammalia that is not normally born and raised in captivity, such as, but not limited to, cheetah, lion, tiger, bobcat, jaguar, leopard, cougar, wolves, dingos, coyotes, jackals, weasels, skunks, mink, badgers, bears, kangaroos, opossums, bats, sloths, anteaters, armadillos, elephants, monkeys, raccoons, chimpanzees, gorillas, porcupines, antelope, deer, bison, camels, peccaries (javelinas). This does not include those mammals bred and raised as pets or offered for sale such as domestic cats, dogs, hamsters, guinea pigs, gerbils, or domestic hares.

Ratproof. The state of being constructed so as to effectively prevent entry of rats.

Sanitary. Any condition of good order and cleanliness which precludes the probability of disease transmission.

(1962 Code, § 6-3-1; Ord. —, passed 1-28-54; Ord. 87011, passed 6-22-87; Ord. 93006, passed 4-12-93)

* Sec. 9-3-2. - Keeping of certain animals restricted; permit requirement.

It is and shall be unlawful for any person to keep, own, maintain, use or have in their possession any rabbits, hares, guinea pigs, horses, mules, donkeys, cattle, goats, sheep, chickens, turkeys, guineas, geese, ducks or homing pigeons, within the corporate limits; except that such animals or poultry may be kept under the conditions hereinafter set forth, provided a permit is first obtained as hereinafter provided. This section shall not apply to the keeping of dogs as provided in §§ 9-3-25 et seq. of this article.

(1962 Code, § 6-3-2; Ord. —, passed 1-28-54; Ord. 200020, passed 10-9-00; Ord. 2002-34, passed 12-16-02)

Cross reference— Penalty, see § 9-3-99.

*Sec. 9-3-3. - Permit application and validity; sanitary requirements.

(A) Permit application required. Permits are required as a prerequisite to the keeping, owning, maintaining, using or having in one's possession any rabbits, horses, hares, guinea pigs, mules, donkeys, cattle, goats, sheep, chickens, turkeys, guineas, geese, ducks and homing pigeons. Permits may be obtained by written application and compliance with the sanitary requirements as set forth by the Health Officer. The application shall affirmatively show that the applicant has facilities for keeping such animals or poultry in quarters meeting the standards set by the Health Officer, which will confine the animals or poultry within limits not closer than 100 feet to the exterior limits of any dwelling resided in by anyone other than the applicant.

(B) Permit for livestock exhibition. However, any person under 19 years of age, who is an active member of a nonprofit organization actively engaged in the exhibition of livestock (including rabbits and/or hares), may, upon proper application and proof of such membership, be authorized to keep rabbits and/or hares, without complying with the 100-foot requirement stated in division (A). Additionally, upon proper application and proof of such membership, such persons may be authorized to keep rabbits, hares, guinea pigs, goats, sheep, chickens, turkeys, guineas, geese, ducks or pigeons without complying with the 100-foot requirement stated herein during the period of November 1 through March 31 with the written consent of any owner and/or occupant of a dwelling within the 100-foot requirement. The limits contained in division (C) shall apply provided, however, the combined limit for goats and/or sheep shall not exceed four and the number of poultry shall not exceed 25.

(C) Limits on non-exhibition livestock. No permit shall be issued or be valid if issued for the permitting and/or keeping upon any premises or within an area within the city limits a combined total of more than 12 of the following: rabbits, hares, guinea pigs, chickens, turkeys, guineas, geese and ducks; or a combined total of more than two of the following: horses, mules, donkeys, goats, sheep, and cattle. Each such permit, unless revoked sooner, shall be valid and effective for not more than 12 months from its date of issuance thereof.

(1962 Code, § 6-3-3; Ord. 81049, passed 11-23-81; Ord. 200020, passed 10-9-00; Ord. 2002-34, passed 12-16-02)

Sec. 9-3-4. - Messenger pigeons; permit requirements.

Permits may be obtained for the keeping of Antwerp Messenger Pigeons, commonly called carrier or homing pigeons, by filing written application showing the following:

(A)

That such pigeons will be confined to closed lofts, and released therefrom only for training and exercise flights and not allowed to fly at will.

(B)

That no other breed of pigeons will be kept in the same loft.

Grand Jury indictments

By Tim Acosta
Morning Editor

A Kingsville man arrested this year on multiple drug charges was recently indicted by a Kleberg County grand jury for possession of marijuana, stemming from the discovery of two bags of marijuana in a home where he was staying.

Matthew Medrano, 27, was indicted March 23 on one count of possession of marijuana greater than four ounces but less than five pounds, a state jail felony. The indictment stemmed from his arrest on Feb. 17, after Kingsville police executed a search warrant on a home in the 1000 block of W. 1st St.

Members of the KPD's Street Level Operations Team conducted the operation after an investigation that lasted several weeks, police said. They found two bags of marijuana during the search - one in a couch on which Medrano was sleeping in his bedroom and another in a couch in the front of the house, investigators said.

Medrano also had a number of outstanding warrants for his arrest stemming from other drug charges from 2013 for which he has been indicted and was on the run from law enforcement at the time of the Feb. 17 raid.

Those warrants included a motion to revoke probation for a previous possession of marijuana conviction; failure to appear for a possession of controlled substance (Penalty Group 2A, greater than four ounces but less than five pounds) hearing and motion to revoke probation for possession of controlled substance (Penalty Group 2A, greater than four ounces but less than five pounds), police reported.

Medrano also had 11 city warrants with fines totaling

\$1,500, including multiple violations for not having a driver's license, expired registration, failure to maintain financial responsibility and failure to appear in Municipal Court.

If convicted, Medrano is facing up to two years in prison and a maximum \$10,000 fine.

Other indictments issued on March 23 were:

- **Leonel Guzmán-Cruz, 35**, one count each of money laundering, greater than \$50,000, first-degree felony; unlawful use of a criminal instrument, second-degree felony; and money transmission act, third-degree felony.

- **Alonso Adán Chablon, 22**, possession of a controlled substance, Penalty Group 1, greater than or equal to 400 grams, first-degree felony.

- **Antonio Rangel Jr., 40**, money laundering, greater than \$10,000 but less than \$50,000, second-degree felony.

- **María Constanza Vela, 37**, burglary of a building, state jail felony.

- **Nyker Reagan Florence, 21**, prohibited substance in a controlled facility, third-degree felony.

- **David José Merdiana II, 25**, driving while intoxicated - third or more offense, third-degree felony.

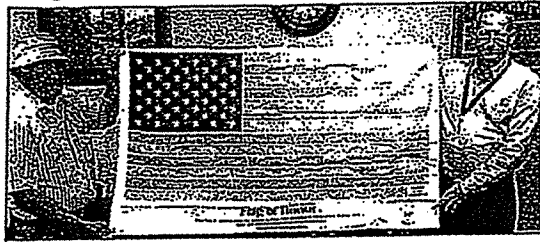
- **Rigoberto Oliva, 34**, assault on a public servant, third-degree felony.

- **Edwain Ramirez, 39**, driving while intoxicated - third or more offense (past felony offender), second-degree felony.

- **Thomas Michael McFadden, 33**, driving while intoxicated - third or more offense, ending arrest or detention with a motor vehicle, and retaliation, all third-degree felonies.

- **Martin Ray Langelica, 24**, assault - family violence (intoxication), third-degree felony.

Flag of honor presented to sheriff's office



The Kleberg County Sheriff's Office on March 28 was presented with a commemorative Flag of Honor by the Kingsville-Woodson Life Chapter 2441. The flag, which honors the lives of all those lost in the Sept. 11, 2001 terror attacks, will be displayed at the Kleberg County Sheriff's Office for the public's view. Sheriff Richard Kirkpatrick said he was "honored and humbled" by the opportunity to display the flag in memory of all those who perished in the tragedy. Pictured are Kleberg County Sheriff Richard Kirkpatrick, right, and Pedro Vasquez, left. (Submitted item)

St. Paul Lutheran School Information Night

April 4th ~ 6:00 p.m.-7:30 p.m.



Come visit our school and have all your questions answered!

"Curriculum" "Class Sizes" "Come & Go as you Please"

"Get a Tour and talk to current Parents"

801 E. Main St. ~ Bishop
361-584-2778

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Regular Meeting Wednesday, April 19, 2017 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

ITEM #1 - Victoria Avalos, owner, requesting the rezoning of KT & I CO, BLOCK 7, LOT W/ 2.3, PT 4, ACRES 31.55 from (R1) Single Family to (AG) Agricultural.

The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, April 24, 2017 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

ITEM #1 - Victoria Avalos, owner, requesting the rezoning of KT & I CO, BLOCK 7, LOT W/ 2.3, PT 4, ACRES 31.55 from (R1) Single Family to (AG) Agricultural.

The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

CITY OF KINGSVILLE

TRASH-OFF DAY

The City of Kingsville will be hosting a Trash-Off Day. Citizens can dump their Trash for FREE!

Saturday, April 8, 2017 from 8:30 a.m. - 12:00 p.m.

--- Weather Permitted ---

Located at 6th Street and E. Avenue B.
Two blocks NORTH of Kleberg Elementary School

You must provide proof of residency and a utility bill.
Contact Community Appearance for more info at 361.595.8001
NO CASH/TRADE. RESIDENTS ONLY!

We WILL Accept:

- Brush
- Furniture
- Appliances
- Tires (if permitted)

ONLY standard automobile tires, no larger than 18 inch.



We will NOT Accept:

- Hazardous Waste
- Concrete
- Household Gaseous
- Roofing Shingles and Shingles
- No tractor or semi-truck tires

Volunteers Needed!!

Trash bags and gloves will be provided



COME ON IN AFTER WORK, HILLMAN AND ENJOY YOUR RECOVERY
Open Monday - Thursday 8:00 am - 6:30 pm
Friday 8:00 am - 5:00 pm

OLIVER
PHYSICAL THERAPY & SPORTS MEDICINE
SERVING KINGSVILLE SINCE 2011

1028 S. 14th Street
Kingsville, Texas
680-488-6335

SPORTS INJURIES
• ACL Tears
• Concussions
• Sprains
• Strains
• Dislocations

POST SURGERY RECOVERY
• ACL Tears
• Concussions
• Sprains
• Strains
• Dislocations

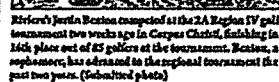
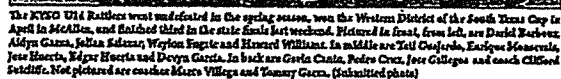
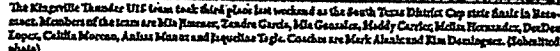
PUBLIC NOTICE

On March 27, 2017, the Kingsville City Commission had public hearings and action item to consider condemnation of the following property. The City Commission found the structure(s) on each of the properties to be dangerous, unsafe, in violation of city ordinances, unable to be corrected without substantial expense of reconstruction, and a public nuisance. The Commission ordered the property owner/agent/person in charge of each of the properties to demolish the structure within 30 days:

624 E Henrietta, Kingsville, Texas

A copy of each order can be obtained from the City Secretary at City Hall (400 W King Avenue, Kingsville, Texas) or by mailing her at P.O. Box 1458, Kingsville, Texas 78363.

Benton represents Riviera at region



**By Jaime González
Sports Editor**

The camp runs from June 5-9, and is a half-day camp from 5:30-8:30 p.m. Each camper will receive a T-shirt, soccer ball, poster and camp certificate.

The British camp focuses on foot skills.

Space is limited, and the price of the camp is \$741.

Challenger Sports provides camps, clinics, tours, tournament, training, uniforms and equipment in soccer

For more information go to www.challengesports.com, or contact Miles Palmer at mpalmer@challengesports.com or at (318) 272-7335.

Jeane Gonzalez can be contacted at jgonzalez@hugoboss.com or (311) 711-0115.



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• Crown, Bridge, Veneers • Cosmetic Contouring • Sedation
• Orthodontics (Braces) • Implants • Specialty Dentures



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Financing Options Available

Care by: Melvodicula, DDS, CMA, CMAA, MEdica and Deke Dentel

Sedation Dentistry is Also Available

Schedule Your Appointment TODAY!



Dr. Tanya P. Lawhon, DDS

General Dentistry

312 South Ave. S
Bishop, TX 75843

(361) 584-2217

www.LawhonDental.com


The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

NO RECORD

1028 S. 14th Street
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AGENDA ITEM #9

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Charlie Sosa Purchasing Manager
DATE: August 14, 2017
SUBJECT: Depository Services

Summary:

This item authorizes the City to enter into negotiations with Kleberg Bank. The services are for Depository Services Contract.

Background:

We published a Request for Applications for Proposal #17-12 in the newspaper on July 22, 2017 and July 29, 2017. Request for Applications were accepted until 2:00 PM on July 8, 2017. One response was received. It was from Kleberg Bank. Staff reviewed RFA #17-12 and found the information received to be responsive.

Financial Impact:

None at this time.

Recommendation:

It is recommended the City contracts with Kleberg Bank, 100 E. Kleberg Ave., Kingsville Texas for Depository Services. Kleberg Bank is currently the institution on record for the City's Depository Services, located here in Kingsville, Texas and they can meet and exceed the City's financial needs.



AGENDA ITEM #10

**City of Kingsville
Planning Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Cynthia Martin, Downtown Manager/Historic Preservation Officer

DATE: July 28, 2017

SUBJECT: Approval for City Manager to enter into a contract with Hardy, Heck, Moore, Inc.

Summary: This item authorizes the City Manager to enter into a contract for professional services with Hardy, Heck, Moore, Inc. for the National Register of Historic Places Nomination for the Kingsville Downtown Historic District.

Background: At their July 10, 2017 meeting, City Commission voted to award RFP #17-16 for a consultant for the National Register of Historic Places Nomination for Kingsville's Downtown Historic District to Hardy, Heck, Moore, Inc.

Financial Impact: Not to exceed \$15,000.

Recommendation: It is recommended that the City Manager be authorized to enter into a contract for professional services with Hardy, Heck, Moore, Inc. for the National Register of Historic Places Nomination for the Kingsville Downtown Historic District.



RESOLUTION #2017-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES WITH HARDY-HECK-MOORE, INC. FOR A NATIONAL REGISTER OF HISTORIC PLACES NOMINATION; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City participates in the Texas Historical Commission Certified Local Government program and was awarded a grant through this program to hire a consultant to prepare a National Register Nomination for Kingsville's historic downtown district;

WHEREAS, the Historic District designation has become an important tool for local governments in efforts to preserve the character of central-city downtown cores, and it provides a valuable economic development tool for historic downtown properties by allowing owners to access historic preservation tax credits for the rehabilitation of their buildings;

WHEREAS, the City advertised RFP#17-16 seeking a qualified consultant team to prepare a National Register of Historic Places Nomination (for the Kingsville downtown historic district) and that RFP was awarded to Hardy-Heck-Moore, Inc. at the July 10, 2017 City Commission meeting; and

WHEREAS, the City successfully applied for a FY2017 CLG grant for this project in an amount not to exceed \$15,000 and the estimated remaining amount to cover the contract of \$13,600 has been set aside in C02016 for downtown revitalization, so the financing is in place to proceed with this project and contract; and

NOW THEREFOR, BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Contract for Professional Services with Hardy-Heck-Moore, Inc. for a National Register of Historic Places Nomination for the Kingsville Downtown Historic District in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the
14th day of August, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

CONTRACT FOR PROFESSIONAL SERVICES

This Contract (the **Contract**) is made and entered into this ____ day of _____ 20____, by and between Hardy-Heck-Moore, Inc., d/b/a HHM Inc. (**HHM**), a Texas corporation, and City of Kingsville, Texas (**Client**), a Municipality.

1. **PROJECT**. Pursuant to the terms and conditions of this Contract, Client engages HHM to provide certain professional services at National Register of Historic Places Nomination, Kingsville Downtown Historic District Project.

2. **SERVICES**: HHM will provide technical information, advice, and services (the **Work**) to Client in connection with the Project, such Work more specifically described on Schedule A attached hereto. Changes to the Work, completion timetables, and/or the compensation shall be documented by adoption of amended or supplemental Schedules hereto. HHM's Work hereunder shall be of good quality and shall be performed in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals in HHM's profession engaged in comparable or similar projects. The manner in which the Work is to be performed and the specific hours to be worked by HHM shall be determined by HHM, in its sole discretion.

3. **SCHEDULE AND DELIVERABLES**. HHM will perform the Work in accordance with the schedules/timetables described in greater detail on attached Schedule A. All HHM's reports and data will be submitted to Client in electronic format, using Microsoft Word, Excel, Access and/or other computer software applications, as specified in Schedule A.

4. **COMPENSATION**: Client shall compensate HHM for the Work at the agreed upon fee of *not to exceed* \$28,600. HHM will furnish monthly invoices to Client detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due upon receipt, and are payable to HHM at its offices in Travis County, Texas.

5. **TERMINATION**: This Contract shall terminate automatically upon completion of the Work by HHM. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. In the event of early termination, Client shall pay HHM for all Work performed and expenses incurred to the date specified in the notice of termination, and HHM shall turn over to Client all documents, information, and Work produced to said date relating to the Project.

6. **DELIVERIES UPON COMPLETION**: Upon completion of the Work, HHM shall deliver to Client a final report, in usable hard-copy or electronic format. HHM may retain copies of all reports it prepared and data gathered for its files.

7. **INDEPENDENT CONTRACTORS**: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

8. MODIFICATION: No change in the terms of this Contract shall be binding unless it is in writing and signed by an authorized representative of the party against whom enforcement is sought.

9. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

10. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

11. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

12. ENTIRE AGREEMENT: This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

13. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, the prevailing party in such dispute (whether or not a lawsuit is actually filed) shall be entitled to recover from the other party reasonable attorney's fees and reasonable and necessary costs and expenses.

14. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kleberg County, Texas. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

15. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

HARDY·HECK·MOORE, INC., d/b/a HHM, Inc.
3500 Jefferson Street, Suite 330
Austin, Texas 78731

By: _____
EMILY THOMPSON PAYNE, President

CLIENT

Address: _____

By: _____
Printed Name: _____
Title: _____

BY EXECUTION OF THIS AGREEMENT, CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

Schedule A

SCOPE OF WORK

The scope of work set forth below outlines the tasks required to complete one (1) National Register of Historic Places historic district nomination for one (1) Historic District in Downtown Kingsville, Texas. All work proposed below will be completed by personnel appropriately trained and qualified, who meet the Secretary of the Interior's (SOI) Professional Qualifications Standards (36 CFR 61). (Refer to the previous section for resumes.) The proposed scope of work reflects the approach that HHM has developed, refined, and successfully implemented over the 34 years that the firm has assisted public and private clients with preservation planning needs. Assumptions, deliverables, and a schedule follow the breakdown of these tasks. Based on communications with the City of Kingsville, HHM understands the deadlines set forth in the solicitation, and the schedule set forth herein meets all goals and expectations of the City of Kingsville.

TASKS

Task 1. Project Initiation

Successful project requires effective planning and organization, as well as establishing clear lines of communication from the outset. Prior to initiating research efforts, the HHM team proposes to conduct a conference call with City of Kingsville staff, the Texas Historical Commission (THC), and any other appropriate parties to discuss the project's scope of work. HHM will work closely with designated staff throughout the duration of the project. HHM will undertake the following steps upon receiving the notice to proceed (NTP):

- ❖ Conduct an in-house kick-off meeting to discuss tasks, assignments, and deadlines with the project team
- ❖ Conduct a kick-off conference call with the City of Kingsville to finalize project parameters/ district boundaries and discuss expectations and schedules
- ❖ Obtain and review available background documents relevant to the Kingsville Downtown Historic District, including, but not limited to, the following:
 - 2013 survey data in Access and photographs from the THC
 - 2016 National Register boundary limit determination from the THC
 - All available CAD data for the Kingsville Historic District from the City of Kingsville and Kleberg County
 - Any other materials previously gathered by the City of Kingsville
- ❖ Informally communicate with the THC regarding district boundaries; if the City desires to submit an official Determination of Eligibility (DOE) request to the THC regarding boundaries, HHM will revise this scope of work and extended the Project Schedule as necessary
- ❖ Provide a final version of this Scope of Work to address any City concerns and to effectively establish shared expectations for the project

Task 2. Research and Supplemental Fieldwork

Following the completion of the project initiation phase, HHM will review the data and photographs from the 2013 Historic Resource Survey of Kingsville's Local Historic District. This proposal assumes that the 2013 survey data and photographs are accurate and do not include significant errors. As part of the

process of reviewing the 2013 survey data, HHM will assign initial contributing/ non-contributing recommendations for each resource and will flag resources that require additional research or field investigation in order to complete the National Register Nomination Form. Next, HHM will begin research and as-needed fieldwork to supplement the 2013 survey data and photographs.

In tandem with travel for research and supplemental fieldwork, HHM professional staff will be available for one (1) meeting with the City of Kingsville. In order to economize travel costs for the client, HHM assumes that research, supplemental fieldwork, and meetings will be consolidated into one (1) trip.

Research

At a minimum, the research segment of the project will involve the following steps:

- Review the data obtained under Task 1
- Enter the 2013 survey data into the HHM database (see Figure 1)
- Collect previous historic district and landmark nominations
- Review Sanborn Fire Insurance Company maps for Kingsville
- Use online databases to obtain newspaper articles, census data, and city directory data as necessary to fill in gaps in the understanding of the historic context of the district

Fieldwork

The fieldwork segment of the project will vary significantly based on analysis of the 2013 survey data, but supplemental fieldwork likely will include:

- Identifying data points that require additional field documentation and analysis - anticipated to include issues with architectural terminology, photo quality, and clarification of details about alterations and integrity issues, as well as understanding of broad landscape and streetscape patterns, and
- Spot field documentation and photography as necessary to fill identified gaps, meeting all National Register standards for photographic quality, using HHM's custom handheld tablet system to map resources in the field using GPS and to wirelessly link digital photos to data points in the field to ensure accuracy

Task 3. First Draft Nomination for City and THC Review

Under Task 3, HHM will submit one (1) first draft NRHP nomination for one (1) historic district in Downtown Kingsville. This scope of work does not entail completion of a Multiple Property cover document or associated individual NRHP nominations; these potentially may be completed in the future under a separate, supplemental contract. The NRHP historic district nomination will follow the guidance set forth in National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation and National Register Bulletin 16a: How to Complete the National Register Registration Form, as well as all other applicable bulletins. In order to achieve the aggressive schedule set forth in the solicitation, HHM assumes that the City and THC will review the draft concurrently. If the City wishes to review a draft nomination prior to submittal to the THC, the scope of work will be revised during Task 1, and the project schedule will be extended accordingly.

It is assumed that the THC may require up to 60 days for review of this draft.

Task 4. Second Draft Nomination for State Board of Review

Upon receiving comments from the THC, HHM will address all comments and submit the revised nomination to be placed on the agenda for the quarterly meeting of the Texas State Board of Review (SBR). The THC typically requires that drafts for CLG communities be received at least 75 days in advance of the SBR meeting in order to be placed on the agenda. However, based on our experience, the THC may shorten this review timeframe for HHM based on our strong experience and working relationship with THC staff. If THC staff indicated that the timeframe may be shortened, HHM will adjust the project schedule accordingly within the final scope of work prepared during Task 1.

As part of this scope of work, HHM will attend the SBR meeting to present the nomination and answer questions. However, this proposal assumes that the SBR meeting will take place in Austin; if additional labor and expenses are required for travel to the SBR meeting, they will be negotiated separately under a supplemental contract.

Task 5. Final Nomination for NPS

After the SBR meeting, HHM may provide additional revisions at the request of the THC. The THC will forward the final nomination to the NPS for official listing in the NRHP.

Assumptions

The assumptions listed below are made for purposes of developing the Scope of work and project schedule, and for cost-estimating purposes.

- In order to reduce travel costs, HHM will take a maximum of one (1) trip to Kingsville.
- Recommended NRHP boundaries, as determined by the THC in November 2016 will be provided to HHM at the outset of the project.
- HHM will be able to communicate directly with the THC throughout the project, copying the City on all email communication and maintaining an administrative record of all communication that will be available to the City at any time.
- A formal DOE request regarding boundaries is not included within this scope of work, but may be included in a revised scope of work to be negotiated during Task 1, with the project schedule extended accordingly.
- Initiation of Task 2 and Task 3 will be contingent upon receiving positive feedback from the Texas Historical Commission regarding historic district boundaries during Task 1. If THC questions the proposed NRHP district boundaries, HHM will stop work immediately and consult with the City regarding how to proceed.
- This proposal assumes that the 2013 survey data and photographs are generally accurate and that HHM will not be responsible for submitting a revised version of THC's Access-based survey database.
- If HHM finds significant inaccuracies in the data that jeopardize the completion project deliverables, HHM will stop work immediately and work with the City of Kingsville to determine how to move forward.

- HHM will complete one (1) NRHP nomination for one (1) historic district in Downtown Kingsville. This scope of work does not entail completion of a Multiple Property cover document or associated individual NRHP nominations; these potentially may be completed in the future under a separate, supplemental contract.
- The City of Kingsville will be available to review draft deliverables according to the schedule below.
- The City of Kingsville and the THC will review the First Draft Nomination concurrently; if the City desires a separate round of review prior to submitting the nomination to the THC, HHM will revise this scope of work during Task 1 and will extend the project schedule accordingly.
- The City of Kingsville will compile all comments and will resolve contradictory comments internally.
- The client will be responsible for all necessary application processing fees, to be determined by the THC and NPS upon receipt of the application.
- The scope of work assumes that the State Board of Review hearing will be held in Austin. If travel is required for the State Board of Review hearing, HHM will negotiate a supplemental scope of work to cover travel costs.
- The project schedule below is based on a project start date of August 15, 2017.

Project Deliverables

Project deliverables will include the following items:

Task 1. One (1) final scope of work, submitted electronically via email

Task 3. One (1) first draft NRHP nomination, with maps and photographs, submitted to the City and THC electronically via HHM's cloud-based file sharing program

Task 4. One (1) second draft NRHP nomination, with maps and photographs, submitted to the City and THC electronically via HHM's cloud-based, file-sharing system

Task 5. One (1) final NRHP nomination, with maps and photographs, submitted to the City and THC electronically via HHM's cloud-based, file-sharing system

Project Schedule

The following is a proposed project schedule, which is based on an assumed contract award date and notice to proceed of August 15, 2017. HHM professional staff is available to begin work immediately upon notice to proceed. However, deadlines are subject to change based on final negotiations and contract award date.

Task	Days + NTP*	Deadline
Task 1. Project Initiation	28	Tuesday, August 22, 2017
Task 2. Research and Supplemental Fieldwork	84	Tuesday, October 17, 2017
Task 3. First Draft Nomination for City and THC (Concurrent Review)	135	Thursday, December 07, 2017
<i>Comments from City and THC (assuming 60 days after Task 3)</i>	195	<i>Monday, February 05, 2018</i>
Task 4. Second Draft Nomination for SBR	223	Monday, March 05, 2018
<i>SBR Hearing (assuming 75 days after Task 4)</i>	<i>TBD</i>	<i>TBD, approx. May 19, 2018</i>
Task 5. Final Nomination	TBD	TBD, approx. June 2018
Contract Expiration	371	Tuesday, July 31, 2018

Cost

HHM's not-to-exceed bid for the proposed scope of work is set forth below. Additional details are available upon request. These costs may be negotiated, pending the finalization of the scope of work upon contract award.

Kingsville Downtown Historic District NRHP Nomination

TOTAL LABOR+ EXPENSES= \$28,600.00

AGENDA ITEM #11

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: August 3, 2017

SUBJECT: Request for Resolution MOA with FEMA

Summary:

We are requesting approval of a resolution to allow the City Manager to enter an MOA with FEMA to issue public alerts via IPAWS-OPEN. This is the 3rd Step in becoming an authorized Alerting Authority.

Background:

The Kingsville Police Department has been utilizing Nixle services over the course of several years. To fully leverage the capabilities of the system we have purchased additional capabilities to include a tool that will allow to push notifications via the Integrated Public Alert and Agency Warning System.

- Allows authorities to combine multiple warning steps into one efficient process.
- Send the information to people physically in the area in addition to those signed up through mass notification systems. This ensures tourists and visitors receive warnings along with residents.

Financial Impact:

No financial impact. Costs of Nixle has been covered.

Recommendation:

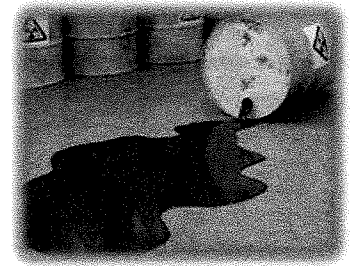
We request that the resolution be approved.



Integrated Public Alert and Warning System

IPAWS

Are you ready to receive an alert or warning through IPAWS?



How does IPAWS work?

- Allows authorities to combine multiple warning steps into one efficient process
- Sends the information to people physically in the area in addition to those signed up through mass notification systems. This ensures tourists and visitors receive warnings along with residents.

IPAWS alert and warnings can be simultaneously sent to a variety of sources

- ✓ Emergency Alert System (broadcast on radio and television)
- ✓ Mass notification systems
- ✓ Cell phones (Wireless Emergency Alert) WEA is sent to all people in the area with newer model cell phones

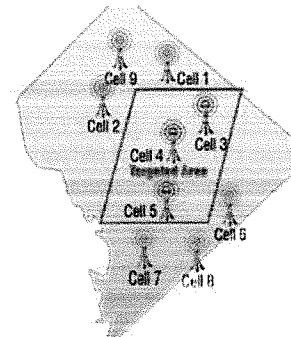
Messages

Should people in the affected area

- Evacuate?
- Shelter-in-place?

Is the emergency a

- Civil Danger Warning?
- Civil Emergency Message?



GEO-TARGETING

Who is permitted to be an alerting authority?

- Federal
- State
- Tribal
- County/City of the first class



Steps to become an authorized IPAWS Alerting Authority

STEP 1: Training – To make an informed decision you need knowledge. Complete Integrated Public Alert and Warning System web-based training IS-247.A.

<http://training.fema.gov/EMIWeb/IS/courseOverview.aspx?code=is-247.a>

Applications must include a completed independent study course certificate. IS-247.A is a prerequisite for full access to IPAWS OPEN but does not provide training on third-party authorized software nor answer any vendor-related software support questions.

STEP 2: Select System - Select IPAWS compatible software. If you already have a mass notification system this will be a software add-on. A list of approved vendors is available on the IPAWS OPEN Developer List.

http://www.fema.gov/pdf/emergency/ipaws/open_developers.pdf

Alerting authorities authorized to use IPAWS are designated as a Collaborative Operating Group (COG). Each COG administers individual member accounts through its software system.

STEP 3: MOA - Apply for a Memorandum of Agreement with FEMA. Go online to <http://www.fema.gov/alerting-authorities#3> To request a COG, an MOA governing security system must be executed between the organization and FEMA.

STEP 4: Permission - Apply for public alerting permissions. The application for IPAWS Public Alerting Authority will be provided to you when you apply for a COG MOA with FEMA. It will include contact information for the designated state reviewer. This is needed to ensure consistency with the state's public alerting plans. This must be signed by a state designated official prior to submission to FEMA.

Learn more, get trained and get involved

- **IPAWS Committee Chair**

Ulie Seal Minnesota Fire Chiefs USeal@ci.bloomington.mn.us

- **State contact for approval process**

John Dooley John.Dooley@state.mn.us

- **Public Education**

Julie Anderson Department of Public Safety Julie.Anderson@state.mn.us

Scott Williams Metro Radio Region scott.williams@co.ramsey.mn.us

RESOLUTION #2017-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE FEMA AND THE CITY OF KINGSVILLE FOR AN INTEGRATED PUBLIC ALERT AND WARNING SYSTEM (IPAWS); REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville promotes the health and safety of the community and is constantly looking for new ways to improve communication strategies with the public, staff, and community partners;

WHEREAS, the City has an opportunity to partner with FEMA on an Integrated Public Alert and Warning System (IPAWS) that would expand and improve the City's ability to push notifications out;

WHEREAS, the IPAWS would allow the City to send information to people physically in the area, in addition to those signed up through mass notification systems (like Nixle), to help ensure that tourists and visitors receive warnings along with residents;

WHEREAS, the there is no financial impact to the City beyond that already expended for Nixle;

WHEREAS, the Chief of Police has already completed the FEMA Emergency Management Institute course on IPAWS so that the City can be eligible to apply for the MOU with FEMA for the IPAWS.

BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to apply for and enter into a Memorandum of Understanding between FEMA and the City of Kingsville for an Integrated Public Alert and Early Warning System (IPAWS), in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the
14th day of August, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

IPAWS MEMORANDUM OF AGREEMENT (MOA) APPLICATION

Name of Sponsoring Eligible Organization:

City of Kingsville , City of Kingsville Police Department, City of Kingsville EOC

Individual who will sign the MOA on behalf of the Sponsoring Eligible Organization

Name: Jesus A. Garza

Title: City Manager

Email: jgarza@cityofkingsville.com

Telephone: (361) 595-8002

Organization: City of Kingsville

Physical Address: 400 West King Avenue

City: Kingsville

State: Texas

Zip Code: 78363

Primary Point of Contact

Name: Ricardo Torres

Title: Chief of Police

Email: chief@kingsvillepd.us

Telephone: (361) 592-4311

Organization: City of Kingsville Police Department

Physical Address: 1700 East King Avenue

City: Kingsville

State: Texas

Zip Code: 78363

Alternate Point of Contact

Name: Monica Flores

Title: Communications Supervisor

Email: monica@kingsvillepd.us

Telephone: (361) 592-4311

Organization: City of Kingsville Police Department

Physical Address: 1700 East King Avenue

City: Kingsville

State: Texas

Zip Code: 78363

Technical Point of Contact

Name: Noe Sosa

Title: Support Services Technician

Email: noesosa@kingsvillepd.us

Telephone: (361) 592-4311 or (361) 675-0677

Organization: City of Kingsville Police Department

Physical Address: 1700 East King Avenue

City: Kingsville

State: Texas

Zip Code: 78363

Interoperable System 1

(The following information will be used to populate Appendix A of the MOA. Please complete one form for each interoperable system connecting to IPAWS-OPEN.)

Name of Interoperable Software System:

Everbridge - Mass Notification System (MNS)

Function:

Is this system intended to be used to issue public alerts for dissemination over the Emergency Alert System (EAS), the Commercial Mobile Alert System (CMAS) and/or National Weather Service dissemination systems (HazCollect) via IPAWS-OPEN? ☒ Yes ☐ No

(Briefly describe the purpose of the system.)

Everbridge MNS provides critical information to residents during emergencies by sending public alerts for major events for disseminations to WEA/CMAS, EAS, NWEM and Public Feed

Host Server Location:

Burbank, California, Denver, Colorado; Amazon West Northern California

Type of Third Party Software System:

☐ Commercial Off the Shelf Software (COTS) Company: _____

☐ Custom Designed Software Company: _____

☒ Other If "Other", please describe:

Everbridge Corporation: Internet-based SaaS Mass Notification Application. See www.everbridge.com

Data Sensitivity: *(Note: Classified systems cannot be connected to IPAWS-OPEN)*

☒ Interoperable System 1 does not contain classified data. I understand that IPAWS-OPEN system data is considered Sensitive But Unclassified (SBU) and this level of security is adequate for our requirements. I also understand that Law Enforcement Sensitive or Sensitive Personally Identifiable Information (SPII) (such as Social Security Numbers) should not be passed through IPAWS-OPEN.

Data Description: *(Describe only data that will be relayed to or retrieved from IPAWS-OPEN.)*

Data is comprised of emergency public alert messages.

Vendor/Developer Contact Information:

Name: Shane Garoutte Title: VP of Technology Operations, SaaS Operations

Email: everbridge_ipaws_alerts@everbirdge.com Telephone: 818.230.9700

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

RICARDO TORRES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00247.a

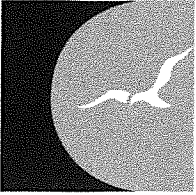
**Integrated Public Alert and Warning System
(IPAWS)**

Issued this 9th Day of June, 2017




Tony Russell
Superintendent
Emergency Management Institute

AGENDA ITEM #12



Coastal Bend Council of Governments

July 21, 2017

Mr. Jesus A Garza
City Manager
City of Kingsville
P.O. Box 1458
Kingsville, TX 78364

RE: **Interlocal Agreement for E9-1-1 Public Safety Answering Point Services**

Dear Mr. Garza:

Councils of government (COGs)/regional planning commissions(RPCs) are required to execute a "Contract for 9-1-1 Services" with the Commission on State Emergency Communications (CSEC) every 2 years in order to continue providing emergency communications services (9-1-1) in this region of Texas. This happens every two years, at the start of a new biennium. At this time, the CBCOG has to execute such an agreement before the end of August. On or before August 31, 2015, I have to certify that the CBCOG has interlocal agreements executed with 18 local governments in order to receive continuation funding for the 9-1-1 program in this region.

In the Contracts for 9-1-1 Service between the CSEC and the COGs or RPCs, there is an Article 4 that requires an interlocal agreement between the COG and a local government entity operating a Public Safety Answering Point (PSAP). This requirement began in the summer of 2009 and has been in place every two years since. This is the same agreement that was executed 2 years ago with different dates inserted. The CBCOG has been supporting 9-1-1 services in this region since the early 1990's.

I have signed and enclosed two copies of an "Interlocal Agreement for E9-1-1 Public Safety Answering Point Services between your local government and the CBCOG. The agreement has not changed other than the period of time during which it is in effect. This agreement includes the minimum requirements to remain compliant with existing laws governing 9-1-1 services in the region. Please sign both documents, keep one for your records and return one to me by **08/15/2017** if possible.

Thank you for continuing to provide E9-1-1 services within your jurisdiction and for assisting the CBCOG in this matter.

Sincerely,

John P. Buckner
Executive Director

Enclosures (2)

RESOLUTION NO. 2017-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES BETWEEN THE CITY OF KINGSVILLE AND THE COASTAL BEND COUNCIL OF GOVERNMENTS.

WHEREAS, the City Commission previously approved Resolution #2015-40 on July 27, 2015, Resolution #2013-43 on July 22, 2013, Resolution #2011-49 on August 22, 2011, and #2009-59 on October 26, 2009 for E9-1-1 Public Safety Answering Point Services with the COG, which must be renewed every two years; and

WHEREAS, the Commission on State Emergency Communications has a requirement that began in 2009 that a new interlocal agreement must be executed between the CBCOG and a participating local government (ie, city or county) every two years and it is time for said renewal; and

WHEREAS, but for the period of time during which it is in effect, the proposed agreement has not changed from the one the City Commission approved in 2015 and it includes the minimum requirements to remain compliant with existing laws governing 9-1-1 services in the region.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into an Interlocal Agreement for E9-1-1 Public Safety Answering Point Services between the City of Kingsville and the Coastal Bend Council of Governments in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 14th day of August, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

By agreement of the parties herein, this Interlocal Agreement supersedes, replaces and terminates the parties previous "Interlocal Agreement for E9-1-1 Service executed July 27, 2015.

Article 1: Parties & Purpose

1.1 The **Coastal Bend Council of Governments** (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **20** (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **City of Kingsville** (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260; Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local

Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the **Kingsville Police Department** PSAP located at 1700 E King Street, Kingsville, Texas in the Kingsville Police Department;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the **Coastal Bend Council of Governments** and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall **Not** purchase or reimburse Local Government for supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising

between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

**Coastal Bend Council of Governments
2910 Leopard Street
Corpus Christi, TX 78408**

The Local Government's address is:

**City of Kingsville
City Manager's Office
P.O. Box 1458**

Kingsville, TX 78364

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of **September 1, 2017** and shall terminate on **August 31, 2019**.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an

act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:


Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Coastal Bend Council of Governments

City of Kingsville

By: 

Printed Name: John P. Buckner

Title: Executive Director

Date: _____

By: _____

Printed Name: Jesus Garza

Title: City Manager

Date: _____

Attachment A

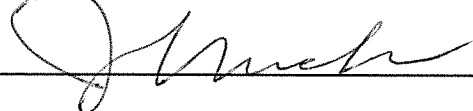
As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all equipment purchased with 9-1-1 funds located at the Kingsville Police Department PSAP (PSAP Name), in Kingsville, Kleberg County, Texas to be the property of the Coastal Bend Council of Governments, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Positron VIPER Host Central Premises Equipment [CPE], front and backroom
Positron ePrinter
Eventide voice recorder
[any other equipment with CBCOG numbered name tag displayed on it]

Coastal Bend Council of Governments

By: 

Printed Name: John P. Buckner

Title: Executive Director

Date: _____

City of Kingsville

By: _____

Printed Name: Jesus Garza

Title: City Manager

Date: _____

Attachment B

As stipulated in Article 3 of the Agreement between _____ (RPC) and _____ (Local Government), dated _____, 20____, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: _____ Yes _____ No

Proceeds, if any: _____

Approved by: _____

Title: _____
Comptroller

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: _____
Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C Scope of Work

[Include specific activities to be performed, including but not limited to, standards for the use of answering points and the creation of new answering points, inventory/equipment categories, coordination, insurance, technical activities, operating procedures, frequency of testing, event reporting, etc. to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

The following pages are taken from the Coastal Bend Council of Governments FY 2018-FY 2019 Stage 2, Section A, 9-1-1 Strategic Plan and these sections of that report address the Scope of Work the sections include:

- A.6. Network Testing Plan**
- A.7. Contingency Routing and Call Overflow Plan**
- A.8. PSAP Monitoring Plan**
- A.9. Call Taker Training Plan**

Commission on State Emergency Communications

7. Network Testing Plan

Coastal Bend Council of Governments FY 2018-2019

To create a paragraph, type "Alt Enter".

Describe how routine network testing will be accomplished.

Attach separate sheets, if necessary.

Network Testing Schedule – how often, who documents the calls, etc.:

In accordance to Rule 251.1, Regional Strategic Plans for 9-1-1 Services, the CBCOG has established procedures for testing all 9-1-1 Customer Premise Equipment (CPE) including TDD/TTY, 9-1-1 network and 9-1-1 Database services. Testing occurs on a routine basis during quarterly monitoring visits, any time the service is modified or new service is implemented or after outages or problems have occurred.

Network Testing Checklist – ANI, ALI, SR to correct PSAP, etc.:

CBCOG Public Safety Answering Point (PSAP) operation is a part of the Interlocal Agreement between the CBCOG and the PSAP governing entity. This agreement contains duties that the PSAP has agreed to perform. The duties include making test calls at least once a month to test specifically for wireline and wireless network services, database service, TDD/TTY and any equipment problems. Test calls are documented in a log book by calls taken at the PSAP. Any problems are to be reported immediately to either the maintenance vendor or CBCOG. The agreement also includes a statement that PSAP personnel will assist the CBCOG, at least quarterly, to conduct an inspection of all equipment and network for quality assurance.

Procedure for Reporting Network Testing Findings:

A trouble LOG is kept at CBCOG of any reported trouble and monitoring checklists are also kept. Outstanding issues are reported when they occur to CBCOG Executive Director, at Emergency Communications Advisory Committee meetings and to CSEC in the quarterly performance report.

Commission on State Emergency Communications

8. Contingency Routing and Call Overflow Plan

Coastal Bend Council of Governments

FY 2018-2019

List each PSAP in your Region.

For each PSAP, list (1) what happens to an incoming call when all call taker workstations are busy (overflow plan) and (2) the name of the Alternate PSAP that you have designated to receive the PSAP's 9-1-1 calls in case the PSAP cannot answer their calls.

Contingency Routing Plan (Attach separate sheets if necessary)

	Each PSAP has at least two 10-digit admin. lines that are answered in the call taker room to accommodate 911 call overflow.	
Aransas Public Safety Center		San Patricio County SO
Bee County SO	"	Bee PD
Beeville PD	"	Bee County SO
Brooks County SO	"	Jim Wells County SO
Duval County SO	"	Jim Wells County SO
Freer PD	"	Duval County SO
Jim Wells County SO	"	Alice PD
Alice PD	"	Jim Wells County SO
Kleberg County SO	"	Kingsville PD
Kingsville PD	"	Kleberg County SO
Live Oak County SO	"	Bee County SO
Port Aransas PD	"	MetroCom(CCPD/Nueces SO)
Robstown PD	"	MetroCom(CCPD/Nueces SO)
Refugio County SO	"	Bee County SO
San Patricio County SO	"	Aransas Public Safety Center
Ingleside PD	"	San Patricio County SO
Mathis PD	"	San Patricio County SO

Commission on State Emergency Communications

9. PSAP Monitoring Plan

p.1

Coastal Bend Council of Governments

FY 2018-2019

To create a paragraph, type "Alt Enter".

Provide the following: (1) schedule or frequency of on-site monitoring, (2) method of reporting findings, and (3) attach a sample checklist.

PSAP On-Site Monitoring Schedule:

Since PSAP monitoring was instituted, the CBCOG has monitored all PSAPs in the Coastal Bend 9-1-1 Network on a quarterly basis. There are 18 PSAPs that are monitored each quarter. The Corpus Christi/Nueces County MetroCom is only required to be monitored once per year. However, it is monitored every quarter until the so called "random performance report validation" comes up in order to not have data available for that report to include MetroCom. If the CBCOG report validation does not come up until the 4th quarter, MetroCom is monitored 4 times. The CBCOG's responsibility is associated with the 20% of the 9-1-1 calls coming from rural Nueces County.

PSAPs are monitored during all 3 months of the quarter. Those monitored in the first month of the quarter are generally monitored in the first month of the next quarter to maintain an approximate 90-day span between monitoring visits. Those PSAPs in close proximity to each other are monitored on the same day to conserve on travel costs.

Method of Reporting PSAP Monitoring Findings:

Monitoring is performed once every quarter at each PSAP. Any findings are logged on a quarterly monitoring checklist. A copy of all checklists are given to the CBCOG Executive Director/9-1-1 Coordinator with findings listed and these findings are resolved in a timely and appropriate manner. These reports and findings are presented at Emergency Communications Advisory Committee meetings and also reported to the CSEC in the quarterly Performance Reports.

Commission on State Emergency Communications

9. PSAP Monitoring Plan

p.2

2018 TARGETS

	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.
Target number of on-site visits	18	18	18	18

2019 TARGETS

	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.
Target number of on-site visits	18	18	18	18

Coastal Bend Council of Governments

911 Network

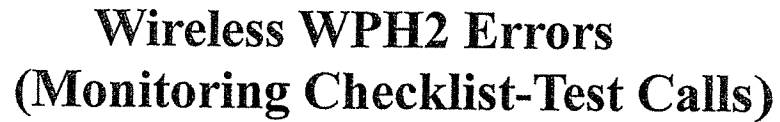
Monitoring Checklist

PSAP _____ Quarter _____ Date _____

Category	Check Box if in Compliance	Findings/Comments
Posted Info		
Language Line	<input type="checkbox"/>	
COG SOP	<input type="checkbox"/>	
Network Testing		
Make Busy	<input type="checkbox"/>	
Call Rollover	<input type="checkbox"/>	
Trunks	<input type="checkbox"/>	
Transfers	<input type="checkbox"/>	
Positions	<input type="checkbox"/>	
Wireless ANI	<input type="checkbox"/>	
Wireline ANI/ALI	<input type="checkbox"/>	
Map Display	<input type="checkbox"/>	
GIS Update	<input type="checkbox"/>	
Printers		
Eprinter	<input type="checkbox"/>	
Laser	<input type="checkbox"/>	
Eprinter print to Laser	<input type="checkbox"/>	
Positions print to Laser	<input type="checkbox"/>	
TDD Equipment		
Stand alone	<input type="checkbox"/>	
Current test call logs	<input type="checkbox"/>	
UPS/Battery	<input type="checkbox"/>	Load Battery Est.Run Time
Voice recorders		
Audio Quality/Function	<input type="checkbox"/>	
Miscellaneous		
PSAP Radio	<input type="checkbox"/>	
Servers Reboot/Clear Counter	<input type="checkbox"/>	

Quality Assurance Inspections

At least quarterly, the CBCOG and the PSAP shall conduct inspections for all CPE and network equipment located at each answering point. Inspections shall include phone position buttons/labels, trunks, printers, TDDs, UPS battery levels, voice recorders, ANI/ALI displays on each answering position, accessibility and condition of 9-1-1 equipment, non-CSEC- approved third party software integration, and other items as identified by CBCOG.



Location/Long-Lat

- PSAP's need to wait 30 seconds in between re-transmitting (RTX) from WRLS to WPH2
- Fax sheets to CBCOG at 361.883.5749

Commission on State Emergency Communications

10. Call Taker Training Plan

Coastal Bend Council of Governments

FY 2018-2019

To create a paragraph, type "Alt Enter".

The plan may include on-site training provided at the PSAP, on-line training, and off-site classes.

Call takers should be afforded the most current information available.

TDD training must be made available to the call takers as least twice each year.

Please provide: (1) the proposed schedule of training and (2) the training plan.

Call Taker Training Class Calendar (Attach separate sheet if necessary)

The CBCOG has now secured two Texas Comomission on Law Enforcement (TCOLE) certified local instructors to provide the 8 hour TCIC/NCIC courses for the dispatchers in the Coastal Bend region. This class will be provided at no cost to call takers from any PSAP within the Coastal Bend Region. The classes are scheduled on an as needed basis which is usually 2 or 3 times per year.

The basic 40-hour TCOLE dispatch training isi offered to the dispatchers locally at their own PSAP sites. Websites have also been provided to offer 40-hour courses online.

The CBCOG makes available TDD/TTY classes twice a year (every 6 months) as required for both FY 2015 and 2016. CBCOG has secured 2 local instructors. The class is provided at no cost to call takers from any PSAP in the Coastal Bend Region. The class is scheduled for March 2015, 2016 and 2017 and in September 2015, 2016 and 2017.

Plan for providing training to 9-1-1 call takers in the region (Attach manual or separate sheet if necessary)

The CBCOG has inter-local agreements in place with all local governments having a PSAP. That agreement addresses call taker training requirements. Local governments must provide call taker s and/or dispatchers access to emergency communications training, as required. The local government must notify the CBCOG of any new 9-1-1 call takers/disptchers and schedule training for them as soon as possible. The local government may train its own personnel but it must certifyin writing to the CBCOG that new 9-1-1 call takers have been trained. The CBCOG will also solicit interest in the TDD classes via ECAC meetings and mailings to PSAP managers.

The CSEC "Best Practices for Basic 9-1-1 Training," i.e. Training Manual is included within a resource guide at each PSAP in the call taker/dispatch room. The manual is reviewed with the call takers during quarterly monitoring visits. This resource guide includes the latest operating procedure guidance and covers how to answer 9-1-1 calls, how to handle misrouted calls, the language line circuit, equipment testing, trouble reporting and contact information. A copy of the document follows.

Coastal Bend Council of Governments

Operating Procedures

For

Public Safety Answering Points

ANSWERING CALLS

- 1) Calls should be answered by the 3rd ring.
- 2) Verify the callers location
- 3) Transfer the call to another PSAP if not in your jurisdiction
- 4) Determine the situation and problems
- 5) Dispatch appropriate agency
- 6) Release the call

MIS-ROUTED CALLS

- 1) On the provided log sheets, document all ALI information. It is imperative to get the ESN and address along with the PSAP where the call was transferred.
 - 2) Send the log sheet to the designated person at CBCOG with the appropriate printout for the 911 call in question.
 - 3) This should be done on the day it occurred.
 - 4) If this appears to be a global issues, all calls from an area/exchange, escalate this to a telephone company issue and contact CBCOG directly.
-

IMPROPER ALI INFORMATION

- 1) On the provided log sheets, document all ALI information and correct information.
- 2) Forward the log sheet to your designated Addressing Agent with the printout of 911 call information.

"NO RECORD FOUND" ALI INFORMATION

- 1) On the provided log sheets, document all information that you can get from the caller
Most importantly get the caller's phone number and name, record the date/time and your name
Provide as much location information as possible to assist the Addressing Agent
- 2) Forward the log sheet to your designated Addressing Agent with a printout of the 911 call information.

"FOREIGN LANGUAGE" CALLER

- 1) Your ID and Access Code is posted on a the wall/bulletin board and will be required by AT&T
- 2) Conference the A.T. & T. Language Line operator with the call
DO NOT TRANSFER THE CALL

9-1-1 CIRCUITS and EQUIPMENT TESTING

CPE – Receiving Calls

- 1) Each shift should perform “911 Test Calls” to verify CPE and Telephone Company functionality
- 2) One call should be placed for each 911 Trunk and verified that the trunks rotate and can be answered. The phone company will rotate for each successive call beginning with trunk #1 then trunk #2 and when the last trunk is used will roll to trunk #1.

CPE – Additional Functions

- 1) Weekly testing, during “off peak hours”, should be performed for each PSAP Transfer Button and Speed Dial Button for functionality and that the transfer is going to the correct location.

TRUNK Roll Over

- 1) Monthly, during “off peak hours”, place a 911 call, answer it and put the call on hold. Then from another line or cell phone continue placing calls and putting them on hold until all 911 lines are busy and on hold. The next call should then be “rolled over” by the telephone company to your 7-digit lines.
- 2) Report any problems as a “minor failure”, during normal business hours to CBCOG.

MAKE BUSY Circuit

- 1) Monthly, during “off peak hours”, the Make Busy Switch circuit should be tested by turning the switch to the marker “ON” or “TRANSFER” position and then doing a “test call”. The call should then be transferred by the telephone company to your 7-digit phone line. After the test set the switch back to the “OFF” or “NORMAL” position.

NOTE: In some instances the Make Busy will be programmed to send calls to another PSAP

- 2) Report any problems as a “minor failure”, during normal business hours to CBCOG.

VOICE RECORDERS

- 1) Insure that previous test calls were legibly recorded and that the rewind, fast forward, play and record functions work correctly.
- 2) This should be done in accordance with the agency protocol, depending on the level of access the user is granted to the recording system by the agency. [may need supervisor access rights]
- 3) Report any problems as a “minor failure” during normal business hours to the CBCOG and/or the Vendor.

TDD Keyboards [or stand alones]

- 1) Daily, in a scheduled rotation so that each call taker maintains skills
- 2) Place a call from one unit to 911 or have a outside person/agency place a TDD call
- 3) Call taker should use the preprogrammed keys along with the keyboard for questions/answers
- 4) Do a final test of each key to insure that each person is sending, receiving and printing each key.
- 5) Take the print out, initial and date it, and keep it with a “TDD Testing Folder” for verification

NOTE: Verification is not only for CBCOG and CSEC but could be required for ADA Compliance

TROUBLE REPORTING

Take Immediate Action as necessary

1) Follow any agency guidelines and "good judgement" such as:

- A) Disconnecting electrical power if equipment is on fire
- B) Preventing rising water from damaging equipment
- C) Evacuation procedures

After arriving at location Contact CBCOG Emergency Number and CBCOG Staff

NOTE: If you feel that the problem will not be covered by warranty and/or service contract then:

- 1) Ask yourself "Is this important to call me at 2:00am?"
- 2) Follow your agency protocol, ie. contact your supervisor
- 3) Contact CBCOG

Critical Failures & Alarms

Not receiving any calls

Can not answer call [phone rings]

No ALI information [both circuits are down]

1) Contact the appropriate Vendor (below) Emergency Numbers

2) Contact CBCOG Emergency Number in SOP manual.

3) Contact CBCOG staff by direct page in SOP manual in order shown]

NOTE: allow enough time for first response before proceeding

Major Failures & Alarms

One 911 Trunk not functioning

One ALI Circuit Down [when time exceeds one hour]

1) Contact CBCOG Emergency Number

2) Contact CBCOG Staff by pager [in order shown]

NOTE: allow enough time for first response before proceeding

Minor Failures & Alarms

1) Contact CBCOG Emergency Number in SOP manual.

2) Contact CBCOG Staff by pager [in order shown in SOP manual.

NOTE: allow enough time for first response before proceeding

All other issues

1) Contact CBCOG during normal business hours

CONTACT INFORMATION

CBCOG MAIN NO. 361-883-5743
CBCOG FAX NO. 361-883-5743
9-1-1 NETWORK 361-881-9911

CBCOG Staff

Bea Gabrillo 361-739-3036 (911 Network Support, 24/7 1st contact)
Becky Pawlik 361-779-5707 (911 Network Support, 24/7 2nd contact)
Norma Nolzco 361-883-5743 (Database/Addressing)
Mark Bohrer 361-883-5743 (GIS.Mapping)
John Buckner 361-883-5743 (Executive Director/911 Coordinator)

Intrado/Positron Technician

Gene Kilgore 1-800-361-2596
Intrado NOC 1-800-361-2596

Intrado ALI/ANI (NOC)	1-877-856-7504
VistaCom - Eventide Voice Recorders	1-281-516-9800
Language Line	1-877-735-9770
AT&T (Makebusy, 911 trunks, etc.	1-866-722-3911
Time Warner Fiber Optic	1-877-892-3423
	1-866-519-1263
	1-866-772-4948
Century Link	1-800-824-2877
Verizon	1-877-611-6664
	1-800-483-2000
E911 Telecommunications Systems (TCS)	1-800-959-3749

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

[List reports necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per _____;
2. List of service affecting issues once per _____;
3. Certification of TTY/TDD testing once per _____; and
4. TTY/TDD call logs.

[Include logs necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Quality Assurance Inspections

RPC personnel will conduct site visits at least **4** per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E

Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation
2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation
3. Commission Program Policy Statements:
http://www.911.state.tx.us/browse.php/program_policy_statements

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

By agreement of the parties herein, this Interlocal Agreement supersedes, replaces and terminates the parties previous "Interlocal Agreement for E9-1-1 Service executed July 27, 2015.

Article 1: Parties & Purpose

1.1 The **Coastal Bend Council of Governments** (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **20** (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **City of Kingsville** (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local

Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the **Kingsville Police Department** PSAP located at 1700 E King Street, Kingsville, Texas in the Kingsville Police Department;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the **Coastal Bend Council of Governments** and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall **Not** purchase or reimburse Local Government for supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising

between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

**Coastal Bend Council of Governments
2910 Leopard Street
Corpus Christi, TX 78408**

The Local Government's address is:

**City of Kingsville
City Manager's Office
P.O. Box 1458**

Kingsville, TX 78364

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of September 1, 2017 and shall terminate on August 31, 2019.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an

act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Coastal Bend Council of Governments

City of Kingsville

By: 

By: _____

Printed Name: John P. Buckner

Printed Name: Jesus Garza

Title: Executive Director

Title: City Manager

Date: _____

Date: _____

Attachment A

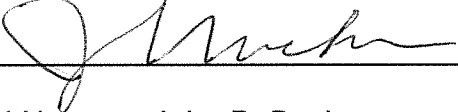
As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all equipment purchased with 9-1-1 funds located at the Kingsville Police Department PSAP (PSAP Name), in Kingsville, Kleberg County, Texas to be the property of the Coastal Bend Council of Governments, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Positron VIPER Host Central Premises Equipment [CPE], front and backroom
Positron ePrinter
Eventide voice recorder
[any other equipment with CBCOG numbered name tag displayed on it]

Coastal Bend Council of Governments

By: 

Printed Name: John P. Buckner

Title: Executive Director

Date: _____

City of Kingsville

By: _____

Printed Name: Jesus Garza

Title: City Manager

Date: _____

Attachment B

As stipulated is Article 3 of the Agreement between _____ (RPC) and _____ (Local Government) dated _____, 20____, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: _____ Yes _____ No

Proceeds, if any: _____

Approved by: _____

Title: _____
Comptroller

Date: _____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: _____
Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C Scope of Work

[Include specific activities to be performed, including but not limited to, standards for the use of answering points and the creation of new answering points, inventory/equipment categories, coordination, insurance, technical activities, operating procedures, frequency of testing, event reporting, etc. to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

The following pages are taken from the Coastal Bend Council of Governments FY 2018-FY 2019 Stage 2, Section A, 9-1-1 Strategic Plan and these sections of that report address the Scope of Work the sections include:

- A.6. Network Testing Plan**
- A.7. Contingency Routing and Call Overflow Plan**
- A.8. PSAP Monitoring Plan**
- A.9. Call Taker Training Plan**

Commission on State Emergency Communications

7. Network Testing Plan

Coastal Bend Council of Governments FY 2018-2019

To create a paragraph, type "Alt Enter".

Describe how routine network testing will be accomplished.

Attach separate sheets, if necessary.

Network Testing Schedule – how often, who documents the calls, etc.:

In accordance to Rule 251.1, Regional Strategic Plans for 9-1-1 Services, the CBCOG has established procedures for testing all 9-1-1 Customer Premise Equipment (CPE) including TDD/TTY, 9-1-1 network and 9-1-1 Database services. Testing occurs on a routine basis during quarterly monitoring visits, any time the service is modified or new service is implemented or after outages or problems have occurred.

Network Testing Checklist – ANI, ALI, SR to correct PSAP, etc.:

CBCOG Public Safety Answering Point (PSAP) operation is a part of the Interlocal Agreement between the CBCOG and the PSAP governing entity. This agreement contains duties that the PSAP has agreed to perform. The duties include making test calls at least once a month to test specifically for wireline and wireless network services, database service, TDD/TTY and any equipment problems. Test calls are documented in a log book by calls taken at the PSAP. Any problems are to be reported immediately to either the maintenance vendor or CBCOG. The agreement also includes a statement that PSAP personnel will assist the CBCOG, at least quarterly, to conduct an inspection of all equipment and network for quality assurance.

Procedure for Reporting Network Testing Findings:

A trouble LOG is kept at CBCOG of any reported trouble and monitoring checklists are also kept. Outstanding issues are reported when they occur to CBCOG Executive Director, at Emergency Communications Advisory Committee meetings and to CSEC in the quarterly performance report.

Commission on State Emergency Communications

8. Contingency Routing and Call Overflow Plan

Coastal Bend Council of Governments

FY 2018-2019

List each PSAP in your Region.

For each PSAP, list (1) what happens to an incoming call when all call taker workstations are busy (overflow plan) and (2) the name of the Alternate PSAP that you have designated to receive the PSAP's 9-1-1 calls in case the PSAP cannot answer their calls.

Contingency Routing Plan (Attach separate sheets if necessary)

	Each PSAP has at least two 10-digit admin. lines that are answered in the call taker room to accommodate 911 call overflow.	
Aransas Public Safety Center		San Patricio County SO
Bee County SO	"	Bee PD
Beeville PD	"	Bee County SO
Brooks County SO	"	Jim Wells County SO
Duval County SO	"	Jim Wells County SO
Freer PD	"	Duval County SO
Jim Wells County SO	"	Alice PD
Alice PD	"	Jim Wells County SO
Kleberg County SO	"	Kingsville PD
Kingsville PD	"	Kleberg County SO
Live Oak County SO	"	Bee County SO
Port Aransas PD	"	MetroCom(CCPD/Nueces SO)
Robstown PD	"	MetroCom(CCPD/Nueces SO)
Refugio County SO	"	Bee County SO
San Patricio County SO	"	Aransas Public Safety Center
Ingleside PD	"	San Patricio County SO
Mathis PD	"	San Patricio County SO

Commission on State Emergency Communications

9. PSAP Monitoring Plan

p.1

Coastal Bend Council of Governments

FY 2018-2019

To create a paragraph, type "Alt Enter".

Provide the following: (1) schedule or frequency of on-site monitoring, (2) method of reporting findings, and (3) attach a sample checklist.

PSAP On-Site Monitoring Schedule:

Since PSAP monitoring was instituted, the CBCOG has monitored all PSAPs in the Coastal Bend 9-1-1 Network on a quarterly basis. There are 18 PSAPs that are monitored each quarter. The Corpus Christi/Nueces County MetroCom is only required to be monitored once per year. However, it is monitored every quarter until the so called "random performance report validation" comes up in order to not have data available for that report to include MetroCom. If the CBCOG report validation does not come up until the 4th quarter, MetroCom is monitored 4 times. The CBCOG's responsibility is associated with the 20% of the 9-1-1 calls coming from rural Nueces County.

PSAPs are monitored during all 3 months of the quarter. Those monitored in the first month of the quarter are generally monitored in the first month of the next quarter to maintain an approximate 90-day span between monitoring visits. Those PSAPs in close proximity to each other are monitored on the same day to conserve on travel costs.

Method of Reporting PSAP Monitoring Findings:

Monitoring is performed once every quarter at each PSAP. Any findings are logged on a quarterly monitoring checklist. A copy of all checklists are given to the CBCOG Executive Director/9-1-1 Coordinator with findings listed and these findings are resolved in a timely and appropriate manner. These reports and findings are presented at Emergency Communications Advisory Committee meetings and also reported to the CSEC in the quarterly Performance Reports.

Commission on State Emergency Communications

9. PSAP Monitoring Plan

p.2

2018 TARGETS

	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.
Target number of on-site visits	18	18	18	18

2019 TARGETS

	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.
Target number of on-site visits	18	18	18	18

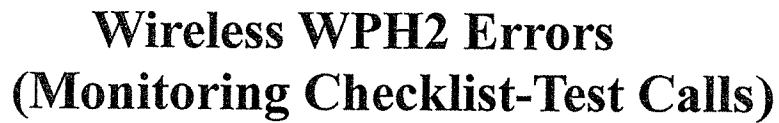
Coastal Bend Council of Governments
911 Network
Monitoring Checklist

PSAP _____ **Quarter** _____ **Date** _____

Category	Check Box if in Compliance	Findings/Comments
Posted Info		
Language Line	<input type="checkbox"/>	
COG SOP	<input type="checkbox"/>	
Network Testing		
Make Busy	<input type="checkbox"/>	
Call Rollover	<input type="checkbox"/>	
Trunks	<input type="checkbox"/>	
Transfers	<input type="checkbox"/>	
Positions	<input type="checkbox"/>	
Wireless ANI	<input type="checkbox"/>	
Wireline ANI/ALI	<input type="checkbox"/>	
Map Display	<input type="checkbox"/>	
GIS Update	<input type="checkbox"/>	
Printers		
Eprinter	<input type="checkbox"/>	
Laser	<input type="checkbox"/>	
Eprinter print to Laser	<input type="checkbox"/>	
Positions print to Laser	<input type="checkbox"/>	
TDD Equipment		
Stand alone	<input type="checkbox"/>	
Current test call logs	<input type="checkbox"/>	
UPS/Battery	<input type="checkbox"/>	Load Battery Est.Run Time
Voice recorders		
Audio Quality/Function	<input type="checkbox"/>	
Miscellaneous		
PSAP Radio	<input type="checkbox"/>	
Servers Reboot/Clear Counter	<input type="checkbox"/>	

Quality Assurance Inspections

At least quarterly, the CBCOG and the PSAP shall conduct inspections for all CPE and network equipment located at each answering point. Inspections shall include phone position buttons/labels, trunks, printers, TDDs, UPS battery levels, voice recorders, ANI/ALI displays on each answering position, accessibility and condition of 9-1-1 equipment, non-CSEC- approved third party software integration, and other items as identified by CBCOG.



Location/Long-Lat

- PSAP's need to wait 30 seconds in between re-transmitting (RTX) from WRLS to WPH2
- Fax sheets to CBCOG at 361.883.5749

Commission on State Emergency Communications

10. Call Taker Training Plan

Coastal Bend Council of Governments

FY 2018-2019

To create a paragraph, type "Alt Enter".

The plan may include on-site training provided at the PSAP, on-line training, and off-site classes.

Call takers should be afforded the most current information available.

TDD training must be made available to the call takers as least twice each year.

Please provide: (1) the proposed schedule of training and (2) the training plan.

Call Taker Training Class Calendar (Attach separate sheet if necessary)

The CBCOG has now secured two Texas Commission on Law Enforcement (TCOLE) certified local instructors to provide the 8 hour TCIC/NCIC courses for the dispatchers in the Coastal Bend region. This class will be provided at no cost to call takers from any PSAP within the Coastal Bend Region. The classes are scheduled on an as needed basis which is usually 2 or 3 times per year.

The basic 40-hour TCOLE dispatch training is offered to the dispatchers locally at their own PSAP sites. Websites have also been provided to offer 40-hour courses online.

The CBCOG makes available TDD/TTY classes twice a year (every 6 months) as required for both FY 2015 and 2016. CBCOG has secured 2 local instructors. The class is provided at no cost to call takers from any PSAP in the Coastal Bend Region. The class is scheduled for March 2015, 2016 and 2017 and in September 2015, 2016 and 2017.

Plan for providing training to 9-1-1 call takers in the region (Attach manual or separate sheet if necessary)

The CBCOG has inter-local agreements in place with all local governments having a PSAP. That agreement addresses call taker training requirements. Local governments must provide call takers and/or dispatchers access to emergency communications training, as required. The local government must notify the CBCOG of any new 9-1-1 call takers/dispatchers and schedule training for them as soon as possible. The local government may train its own personnel but it must certify in writing to the CBCOG that new 9-1-1 call takers have been trained. The CBCOG will also solicit interest in the TDD classes via ECAC meetings and mailings to PSAP managers.

The CSEC "Best Practices for Basic 9-1-1 Training," i.e. Training Manual is included within a resource guide at each PSAP in the call taker/dispatch room. The manual is reviewed with the call takers during quarterly monitoring visits. This resource guide includes the latest operating procedure guidance and covers how to answer 9-1-1 calls, how to handle misrouted calls, the language line circuit, equipment testing, trouble reporting and contact information. A copy of the document follows.

Coastal Bend Council of Governments

Operating Procedures

For

Public Safety Answering Points

ANSWERING CALLS

- 1) Calls should be answered by the 3rd ring.
- 2) Verify the callers location
- 3) Transfer the call to another PSAP if not in your jurisdiction
- 4) Determine the situation and problems
- 5) Dispatch appropriate agency
- 6) Release the call

MIS-ROUTED CALLS

- 1) On the provided log sheets, document all ALI information. It is imperative to get the ESN and address along with the PSAP where the call was transferred.
 - 2) Send the log sheet to the designated person at CBCOG with the appropriate printout for the 911 call in question.
 - 3) This should be done on the day it occurred.
 - 4) If this appears to be a global issues, all calls from an area/exchange, escalate this to a telephone company issue and contact CBCOG directly.
-

IMPROPER ALI INFORMATION

- 1) On the provided log sheets, document all ALI information and correct information.
- 2) Forward the log sheet to your designated Addressing Agent with the printout of 911 call information.

"NO RECORD FOUND" ALI INFORMATION

- 1) On the provided log sheets, document all information that you can get from the caller
Most importantly get the caller's phone number and name, record the date/time and your name
Provide as much location information as possible to assist the Addressing Agent
- 2) Forward the log sheet to your designated Addressing Agent with a printout of the 911 call information.

"FOREIGN LANGUAGE" CALLER

- 1) Your ID and Access Code is posted on a the wall/bulletin board and will be required by AT&T
- 2) Conference the A.T. & T. Language Line operator with the call
DO NOT TRANSFER THE CALL

9-1-1 CIRCUITS and EQUIPMENT TESTING

CPE – Receiving Calls

- 1) Each shift should perform “911 Test Calls” to verify CPE and Telephone Company functionality
- 2) One call should be placed for each 911 Trunk and verified that the trunks rotate and can be answered. The phone company will rotate for each successive call beginning with trunk #1 then trunk #2 and when the last trunk is used will roll to trunk #1.

CPE – Additional Functions

- 1) Weekly testing, during “off peak hours”, should be performed for each PSAP Transfer Button and Speed Dial Button for functionality and that the transfer is going to the correct location.

TRUNK Roll Over

- 1) Monthly, during “off peak hours”, place a 911 call, answer it and put the call on hold. Then from another line or cell phone continue placing calls and putting them on hold until all 911 lines are busy and on hold. The next call should then be “rolled over” by the telephone company to your 7-digit lines.
- 2) Report any problems as a “minor failure”, during normal business hours to CBCOG.

MAKE BUSY Circuit

- 1) Monthly, during “off peak hours”, the Make Busy Switch circuit should be tested by turning the switch to the marker “ON” or “TRANSFER” position and then doing a “test call”. The call should then be transferred by the telephone company to your 7-digit phone line. After the test set the switch back to the “OFF” or “NORMAL” position.
- NOTE: In some instances the Make Busy will be programmed to send calls to another PSAP
- 2) Report any problems as a “minor failure”, during normal business hours to CBCOG.

VOICE RECORDERS

- 1) Insure that previous test calls were legibly recorded and that the rewind, fast forward, play and record functions work correctly.
- 2) This should be done in accordance with the agency protocol, depending on the level of access the user is granted to the recording system by the agency. [may need supervisor access rights]
- 3) Report any problems as a “minor failure” during normal business hours to the CBCOG and/or the Vendor.

TDD Keyboards [or stand alones]

- 1) Daily, in a scheduled rotation so that each call taker maintains skills
 - 2) Place a call from one unit to 911 or have an outside person/agency place a TDD call
 - 3) Call taker should use the preprogrammed keys along with the keyboard for questions/answers
 - 4) Do a final test of each key to insure that each person is sending, receiving and printing each key.
 - 5) Take the print out, initial and date it, and keep it with a “TDD Testing Folder” for verification
- NOTE: Verification is not only for CBCOG and CSEC but could be required for ADA Compliance

TROUBLE REPORTING

Take Immediate Action as necessary

1) Follow any agency guidelines and "good judgement" such as:

- A) Disconnecting electrical power if equipment is on fire
- B) Preventing rising water from damaging equipment
- C) Evacuation procedures

After arriving at location Contact CBCOG Emergency Number and CBCOG Staff

NOTE: If you feel that the problem will not be covered by warranty and/or service contract then:

- 1) Ask yourself "Is this important to call me at 2:00am?"
- 2) Follow your agency protocol, ie. contact your supervisor
- 3) Contact CBCOG

Critical Failures & Alarms

Not receiving any calls

Can not answer call [phone rings]

No ALI information [both circuits are down]

1) Contact the appropriate Vendor (below) Emergency Numbers

2) Contact CBCOG Emergency Number in SOP manual.

3) Contact CBCOG staff by direct page in SOP manual in order shown]

NOTE: allow enough time for first response before proceeding

Major Failures & Alarms

One 911 Trunk not functioning

One ALI Circuit Down [when time exceeds one hour]

1) Contact CBCOG Emergency Number

2) Contact CBCOG Staff by pager [in order shown]

NOTE: allow enough time for first response before proceeding

Minor Failures & Alarms

1) Contact CBCOG Emergency Number in SOP manual.

2) Contact CBCOG Staff by pager[in order shown in SOP manual.

NOTE: allow enough time for first response before proceeding

All other issues

1) Contact CBCOG during normal business hours

CONTACT INFORMATION

CBCOG MAIN NO. 361-883-5743
CBCOG FAX NO. 361-883-5743
9-1-1 NETWORK 361-881-9911

CBCOG Staff

Bea Gabrillo 361-739-3036 (911 Network Support, 24/7 1st contact)
Becky Pawlik 361-779-5707 (911 Network Support, 24/7 2nd contact)
Norma Nolzco 361-883-5743 (Database/Addressing)
Mark Bohrer 361-883-5743 (GIS.Mapping)
John Buckner 361-883-5743 (Executive Director/911 Coordinator)

Intrado/Positron Technician

Gene Kilgore 1-800-361-2596
Intrado NOC 1-800-361-2596

Intrado ALI/ANI (NOC)	1-877-856-7504
VistaCom - Eventide Voice Recorders	1-281-516-9800
Language Line	1-877-735-9770
AT&T (Makebusy, 911 trunks, etc.	1-866-722-3911
Time Warner Fiber Optic	1-877-892-3423
	1-866-519-1263
	1-866-772-4948
Century Link	1-800-824-2877
Verizon	1-877-611-6664
	1-800-483-2000
E911 Telecommunications Systems (TCS)	1-800-959-3749

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

[List reports necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per _____;
2. List of service affecting issues once per _____;
3. Certification of TTY/TDD testing once per _____; and
4. TTY/TDD call logs.

[Include logs necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Quality Assurance Inspections

RPC personnel will conduct site visits at least **4** per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E

Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation
2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation
3. Commission Program Policy Statements:
http://www.911.state.tx.us/browse.php/program_policy_statements

AGENDA ITEM #13

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: August 4, 2017

SUBJECT: Rifle-Resistant Body Armor Grant, Office of the Governor, Criminal Justice Division

Summary:

We request a resolution designating the City Manager as the grantee's Authorized Official to allow his designee, the Chief of Police to apply for, accept, reject, alter or terminate the grant on behalf of the application agency for the Rifle-Resistant Body Armor Grant thru the Office of the Governor, Criminal Justice Division.

Background:

The State of Texas is soliciting applications to equip law enforcement officers at risk of shootings with rifle-resistant body armor. It is anticipated that up to \$25 million may be funded under this announcement. Some of our officers may not be eligible for funding due to their positions on our SWAT team and their work assignments may keep us from applying for other sworn personnel.

Financial Impact:

Preliminary information that has been gathered indicates that the costs to outfit 49 City of Kingsville Police Officers at a cost of \$795.00 to include:

SHIFT 360 HW PACKAGE

- 1 SHIFT 360, TMW, Buckle
- 2-Hardwire MC 10x12 Type III, Shooters Cut (10 Year Warranty)
- 1-M4 Magazine Pouch, Double (TP)
- 1-Medical Pouch (TP)
- 2-Large "POLICE" ID Patch, 8.5" X 3"
- Protech carry bag included

Total cost is approximately \$38,955.00.

This grant would reimburse the City of Kingsville 100% of the costs with no cash match.



**City of Kingsville
Police Department**

Recommendation:

We respectfully request of the Resolution and subsequent application for the Rifle-Resistant Body Armor Grant.



RESOLUTION NO. 2017-_____

A RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE PURPOSE OF REQUESTING RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM FUNDING FOR EQUIPMENT FOR LAW ENFORCEMENT PERSONNEL OF THE KINGSVILLE POLICE DEPARTMENT WITH NO ANTICIPATED CASH MATCH.

WHEREAS, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the Kingsville Police Department participate in an application to the Office of the Governor, Criminal Justice Division for the Rifle-Resistant Body Armor Grant Program for grant monies for equipment for law enforcement personnel for FY2017-2018; and

WHEREAS, the City agrees to provide the applicable matching funds for the said project, if any, as required by the Office of the Governor for the Rifle-Resistant Body Armor Grant Program grant application; and

WHEREAS, the City agrees that in the event of loss or misuse of the Office of the Governor grant funds, the City of Kingsville City Commission assures that the funds received through the grant will be returned to the Office of the Governor in full;

WHEREAS, the City Commission of the City of Kingsville designates the City Manager as the grantee's authorized official and the Kingsville Chief of Police as his designee, who has the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Commission of the City of Kingsville approves the submission of the grant application for the Rifle-Resistant Body Armor Grant Program for equipment for law enforcement personnel to the Office of the Governor, Criminal Justice Division and designates the City Manager as the grantee's authorized official and the Kingsville Chief of Police as his designee, who has the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

II.

THAT this Resolution shall be and become effective on or after adoption.

PASSED AND APPROVED by a majority vote of the City Commission the 14th day of August, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney



Office of the Governor
Criminal Justice Division

Funding Announcement (Amended):
***Rifle-Resistant Body Armor Grant
Program***

July 12, 2017

Opportunity Snapshot

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

Amendment

The original funding announcement was amended to remove restrictions on eligibility for state colleges and universities and with more explicit instructions regarding the submission of budgets.

Purpose

The purpose of this announcement is to solicit applications for projects that equip law enforcement officers at risk of shootings with rifle-resistant body armor.

Eligible Funding Areas

Funds may be used by law enforcement agencies to equip law enforcement officers with bullet-resistant personal body armor compliant with the National Institute of Justice (NIJ) standard for rifle protection.

Funds Available

It is anticipated that up to \$25 million may be funded under this announcement.

Process

Applicants will respond to this funding announcement by completing an application in eGrants <https://eGrants.gov.texas.gov>.

Budget

There is no minimum or maximum request under this program, however, applicants should consider the overall availability of funds and CJD's goal to provide resources to as many departments as possible. Funds may only be used to obtain body armor, including bulletproof vests, ballistic plates, and plate carriers.

Match

There is no match requirement under this program.

Project Periods

All projects must begin between Jan. 1 and Mar. 1, 2018. A project period may not exceed 12 months.

Organizational Eligibility

Applications may be submitted by the Texas Department of Public Safety, and units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure, including municipalities, counties, independent school districts, universities, public and private colleges and universities, federally recognized Native American tribes, community colleges and hospital districts. *With the exception of the Texas Department of Public Safety, applications must be submitted by the entity operating the law enforcement agency, not the agency itself, e.g. the county government, not the sheriff's office.*

Contact Information

If additional information is needed, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

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Rifle-Resistant Body Armor Grant Program

The goal of the Governor's Criminal Justice Division (CJD) is to provide needed funding to improve public safety and support victims of crime by filling system gaps and promoting innovative solutions to common problems. In 2017, in response to the July 7th, 2016, shooting of numerous police officers in Dallas, Texas, the Legislature passed and the Governor signed Senate Bill 12, which created a grant program within the governor's office to increase the safety of Texas' law enforcement officers by assisting agencies in the purchase of rifle-resistant body armor. CJD is now accepting applications for projects under this program.

If you are interested in applying for a grant under this program, follow the four-step process outlined below.

- **Step One - Review the Process:** Get familiar with the funding announcement and the process used for this particular program.
- **Step Two - Consider the Requirements:** Consider the eligibility requirements as well as what will be required of successful applicants.
- **Step Three - Apply in eGrants.** Compile and submit your grant application. To understand how to apply online or to register for the system go to <https://eGrants@gov.texas.gov>.
- **Step Four – Funding Decisions and Grant Acceptance.** Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

Step 1: Review the Process

Timeline

Action	Date
Funding Announcement Release	July 7, 2017
Online System Opening Date	July 7, 2017
Final Date to Submit an Application	September 6, 2017 5PM CST
Earliest Start Date	January 1, 2018
Latest Start Date	March 1, 2018

Submission Method

Applicants must submit applications through via eGrants ([eGrants.gov.texas.gov](https://eGrants@gov.texas.gov)) by the deadline above.

Step 2: Consider the Requirements

Organizational Eligibility

Applications may be submitted by the Texas Department of Public Safety, and units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure, including municipalities, counties, independent school districts, universities, public and private colleges and universities, federally recognized Native American tribes, community colleges and hospital districts. (This announcement has been revised to remove restrictions on state public universities.)

State agencies other than the Texas Department of Public Safety are not authorized under law to apply for funds under this grant program.

With the exception of the Texas Department of Public Safety, applications must be submitted by the entity operating the law enforcement agency, not the agency itself, e.g. the county government, not the sheriff's office.

Funding and Project Period Limits

It is anticipated that up to \$25 million may be funded under this announcement. This amount represents the full level of funding available. (Funds are authorized under Senate Bill 12 and appropriated by the 85th Legislature.) The number and amount of awards will depend upon the reasonableness of costs of individual, eligible applications, and the total volume of applications received.

A project funded may not exceed a one-year grant period.

Match Requirement

There is no match requirement under this program.

Eligible Expenses

Eligible equipment. Grant funds are restricted to obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

Eligible purchase models. Funds may be used for the outright purchase of eligible equipment, or other supply-service or subscription models. However, grant funds are restricted to the one-year project period, and costs for any subscription models or additional extended warranties that extend beyond the project period must be prorated to correspond to the project period.

Eligible officers to equip. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant. Funds may not be used to equip officers employed by other agencies that are not eligible to apply. CJD may prioritize the equipping of certain types of officers or applicants if the total requested

funds exceed the funds appropriated by the Legislature. (See "Selection and Fund Allocation Criteria" below under Step 4.) Only one set of body armor (partial or complete) per officer may be purchased.

Equipment purchasing. The Texas Comptroller of Public Accounts' Statewide Procurement Division (SPD) has developed a list of Bullet Proof Vest and Body Armor that local government members may order on Texas SmartBuy (<http://www.txsmartbuy.com/>). Grantees may find more information about available products and get assistance with purchasing equipment on the SB12 Body Armor web page (<http://comptroller.texas.gov/purchasing/contracts/body-armor.php>), or contact SPD for help in evaluating vendor offers against the pricing on statewide contracts.

Because CJD is attempting to equip the maximum number of law enforcement officers in Texas, if the total funding requested by applicants exceeds available funding, applicants with more reasonable and competitive project budgets may receive priority. Not all body armor listed at the Comptroller's website complies with the requirements of this grant program.

Ineligible Costs and Activities

Costs under this grant program are strictly limited to the procurement of eligible body armor. Grant funds may not be used to support services, activities, and costs including but not limited to:

- 1) Salaries or personnel costs, including any portion of the salary of, or any other compensation for an elected or appointed government official;
- 2) Supplanting or use of grant funds to replace any other existing federal, state or local funds;
- 3) Indirect costs;
- 4) Training and/or maintenance costs;
- 5) Travel;
- 6) Any costs ancillary to the purchase of eligible body armor, such as policy development, training costs, staff, or any other item determined ineligible or unreasonable by CJD;
- 7) Any other prohibition imposed by federal, state, or local law.

Reporting Requirements

Financial Report. At the end of each state fiscal quarter during the one-year grant period, grantees will be required to submit a financial status report via eGrants in the format required by CJD.

Progress Report. Grantees will be required to submit a single close-out report via the Public Policy Research Institute at Texas A&M University (<https://ppri.tamu.edu/>) 12 months after their project start date. Close-out reports will be very brief and will principally ask for:

- 1) Number of officers employed by the law enforcement agency;
- 2) Number of officers equipped with NIJ-compliant level III & IV body armor; and
- 3) A brief description of any shooting events in which an officer equipped with body armor purchased with grant funds was struck by gunfire.

Program-Specific Requirements

Required Agency Policies. As required by Chapter 772.0073, Texas Government Code (as passed in Senate Bill 12), an eligible organization may apply for grant funds only after its law enforcement agency adopts a policy addressing the:

- 1) Deployment and allocation of vests or plates to its officers; and
- 2) Usage of vests or plates by its officers.

CJD requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. CJD also requires that the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See *"A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers"* for more information.

NIJ Body Armor Standards. Body armor purchased with grant funds must comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers. Grantees are responsible for ensuring that any purchases meet this requirement and must certify compliance at the time of application.

Personally Fitted Vest Requirement. All body armor vests purchased with grant funds must be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (*Active Standard ASTM E3003*) available at no cost. The *Personal Armor Fit Assessment checklist*, is excerpted from ASTM E3003.

Grantees are responsible for ensuring that all purchases meet this requirement and must certify compliance at the time of application.

Standard CJD Requirements

CJD Regulations. Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

Uniform Crime Reports. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

Criminal History Reporting. The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2012 through 2016 as of August 31, 2017

Immigration and Customs Enforcement Requests: An application requirement pertaining to full compliance with Department of Homeland Security detainer requests applies to all municipal or county governments that operate a subdivision or department that detains individuals after arrest for a criminal violation. Full text of this certification can be found on the Narrative tab of each application or at http://gov.texas.gov/cjd/dhs_detainerrequest. All applicants must select one of four options in their eGrants application to be considered for funding under this announcement.

Step 3: Apply via eGrants

Basics

To apply to CJD for these grants, you must complete or make sure you have already completed some standard requirements. All of the following are needed to apply within eGrants:

- Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>).
- Applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/> and maintain an active registration throughout the grant period.
- Applicants must have or register for an account in eGrants eGrants@gov.texas.gov.

Profile Tab – Grant.Vendor Sub-Tab Direct Deposit Procedures

New Direct Deposit procedures: Applicants must upload the required Direct Deposit forms, New Payee Identification Form, and W9 Form for each application prior to submission. The eGrants system will not allow an application submission until these forms are attached to the application. These forms are available at <https://egrants.gov.texas.gov/updates.aspx> under the Financial Management Tools section or by clicking on the hyperlinks above.

Narrative Tab – Program-Specific Questions

Applicants must enter the number of officers currently employed by the agency, the number of officers currently equipped with Type III and Type IV body armor, and the number proposed to be equipped under the grant for the following four categories:

- 1) Officers within a tactical response (SWAT-style) unit or specifically assigned tactical response duties;

- 2) Officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles, are primary responders to calls for assistance from the public, or execute arrest or search warrants for criminal offenses;
- 3) All other officers employed by the agency;
- 4) All other reserve officers.

Narrative Tab – Required Certifications

There are a variety of certifications on the eGrants application that applicants are required to make when submitting their application. Applicants should carefully review these certifications, which are also found in this funding announcement's *"Appendix A: Required Certifications"*.

Narrative Tab – Project Narrative

The eGrants system contains nine narrative boxes, but only one is required for this grant program. Using the headings indicated below in bold type, applicants should use the "Project Abstract" box, to describe:

- 1) **Duties.** The duties of the four categories of officers proposed to be equipped under the project, including how those duties would expose the officers to gunfire that necessitates Type III and Type IV body armor.
- 2) **History.** Any recent history of shootings that demonstrates the need for Type III and Type IV body armor.
- 3) **Non-Tactical Duties.** If the project proposes equipment for reserve officers and/or officers not engaged in tactical response duties, regular patrol, response to calls for assistance, or the execution of warrants related to criminal offenses, why such officers have a need for this level of body armor.
- 4) **Multi-Agency Breakdown.** If the project will equip more than one agency operated by an applicant, how many of each category of officer (tactical response officers; patrol/response/warrant-serving officers; other employed officers; other reserve officers) work in each agency. (For example, if a county's application contains equipment for officers in a constable's office and a sheriff's office, those total should be broken-out here.)

Applicants should enter "n/a" in all other project narrative boxes.

Activities Tab – CJD Purpose Areas

Applicants must estimate the percentage of time officers proposed to be equipped under their project will be specifically assigned to:

- 1) Educational campuses;
- 2) Jails or prisons;
- 3) Juvenile facilities (not regular K-12 or college campuses);
- 4) Victim services facilities;
- 5) General (all other areas)

Activities Tab – Fund Source Information and Requirements

If the officers to be equipped with grant funds are explicitly assigned to specific educational campuses (K-12 or higher education), the applicant must enter the TOTAL students at ALL campuses that will be served by the project.

Activities Tab – OOG-Defined Project Activity Area

Applicants should assign 100% of their project activity to “Equipment and Technology”. For the Description of Activity, “Equipping officers with Type III and Type IV body armor” is sufficient.

Measures Tab

There are no additional measures required for this grant program.

Budget Tab

Applicants must submit a budget line item for each type of item being purchased, including the expected make and model of the item and the quantity of item to be purchased. For example, a budget line item listing a quantity of one and a description reading “12 bullet resistant vests” is incorrect. That budget line item should list a quantity of 12 and a description reading “Bullet resistant vests by [manufacturer] of model [model of vest]”.

Applicants receiving awards are not locked-in to the make and model of equipment in their application, but must consult with their grant manager and request a budget adjustment changing the make and model *before* making any purchases. CJD reserves the right to deny a requested change, and any purchases of equipment not listed in the approved budget are not guaranteed to be reimbursed.

Submit.Application and Certify.Application Tabs

After completing the application, submit the application by selecting the “Submit Initial Application” button on the bottom of the Submit.Application tab. (If your application is missing information, a list of errors will appear on the Submit.Application tab.)

After the initial submission, the project officials will receive an email notification. The Authorized Official must then log-in to the application and certify the application by selecting the “Certify Official Application” button at the bottom of the Certify.Application tab (only visible once the application has been initially submitted).

Applications are not complete until the Authorized Official has CERTIFIED the application, and they must do so BEFORE the application deadline.

For support documents and “how-to” videos and other resources, including the Guide to Creating an Application, see the eGrants support page at <https://egrants.gov.texas.gov/updates.aspx>.

Step 4: Review your Funding Decision

Selection and Fund Allocation Criteria

CJD will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, CJD will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

In the event that the total requested funds exceed available funding, CJD may also prioritize applications for municipal police departments, sheriff's offices, or – within projects – officers engaged in tactical response and regular patrol/response or warrant-execution duties.

Final Decisions – All Projects: The executive director will consider the analysis described above along with other factors and make all final funding decisions. Other factors may include need, cost effectiveness, overall funds availability, CJD or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

CJD may not fund all applications or may only award part of the amount requested. Per Title 1, Section 3.9 of the Texas Administrative Code, all funding decisions made by the executive director are final and are not subject to appeal. The receipt of an application by CJD does not obligate CJD to fund the grant or to fund it at the amount requested.

Announcements

After CJD makes final funding decisions, each applicant will receive either an unfunded notice, a preliminary decision notification, or a final grant award. The award will provide all of the conditions and requirements of the grant. Release of final grant awards are always contingent on CJD's receipt of the federal grant award under which the program is funded and CJD cannot release or guarantee funding to any applicant until that award is received and acceptance is processed and a determination is made that adequate funding is available. All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirements apply.

Appendix: Required Certifications

Applicants must certify that they will comply with the following requirements to the extent that they are applicable. CJD, at its sole discretion, will determine the applicability of requirements:

A. Constitutional Compliance: Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

B. Required Agency Policies: Applicant assures that it has adopted policies addressing the deployment and allocation of vests or plates to its officers; and the usage of vests or plates by its officers. CJD requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. CJD also requires the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty in order to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See "A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers" For more information.

C. NIJ Body Armor Standards. Applicant assures that body armor purchased with grant funds will comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

D. Personally Fitted Vest Requirement. Applicant assures that all body armor vests purchased with grant funds will be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003) available at no cost. The Personal Armor Fit Assessment checklist, is excerpted from ASTM E3003.

E. Uniform Crime Reports: Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the twelve previous months.

F. Criminal History Reporting: The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2012 through 2016, as of August 31, 2017.

G. Immigration and Customs Enforcement Requests: The full text of this certification is found at http://gov.texas.gov/cjd/dhs_detainerrequest. To be in compliance with this requirement, any county or municipal government that includes a department that detains individuals after arrest for a criminal violation must provide a letter signed by the head of each such department certifying to the requirements. This letter may be used for any application submitted to OOG for a period of up to two years from the date it is signed. If the applicant has submitted a letter to CJD in the prior year, that letter meets the requirement of this section. If that period expires during the project period of any grant, the grantee must submit an updated letter for each such grant to remain in compliance with this requirement. All applicants must select one of the following options:

- Applicant is not a county or municipal government.
- Applicant is a county or municipal government and does not include any department that detains individuals after arrest for a criminal violation at any time.
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. Letters certifying compliance and signed by the heads of all such departments have been uploaded to this application.
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. The Authorized Official has read the certification found at http://gov.texas.gov/cjd/dhs_detainerrequest. Further, the Authorized Official will not be submitting signed letters certifying compliance from the heads of all such departments and understands that failure to comply with this certification may result in OOG, at its sole discretion, rejecting this application and any other application from the relevant county or municipal government.

H. Civil Rights Liaison: A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Overall Certification: Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD funding announcement and *Criminal Justice Division & Homeland Security Grants Division Grantee Conditions and Responsibilities* document to be eligible for this program.

About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where we are always ready with answers, not burdensome restrictions or requirements.

CJD is providing over \$250 million in funding to hundreds of organizations during state fiscal year 2016 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.

Version 4: June 30, 2017



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Quote	QTE0066801
Date	7/26/2017
Page:	1

Bill To:

Kingsville, City of
Attn: Accounts Payable
P. O. Box 1458
Kingsville TX 78364

Ship To:

Kingsville City of
1700 East King Ave.
Attn:
Ref:
Kingsville TX 78363

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
170726 SB12	001607	RT	U	NET 15	0/0/0000	1,657,117

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
49	PTA-SB12-S360HW-PK	ProTech Shift360 HW Package	Each	\$795.00	\$38,955.00
1	NOTES:	<ul style="list-style-type: none"> • 1-SHIFT 360, TMW, Buckle • 2-Hardwire MC 10X12 Type III, Shooters Cl (10 Year Warranty) • 1-M4 Magazine Pouch, Double (TP) Notes: <ul style="list-style-type: none"> • 1-Medical Pouch (TP) • 2-Large "POLICE" ID Patch, 8.5" X 3" • Protech carry bag included 	EA	\$0.00	\$0.00

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

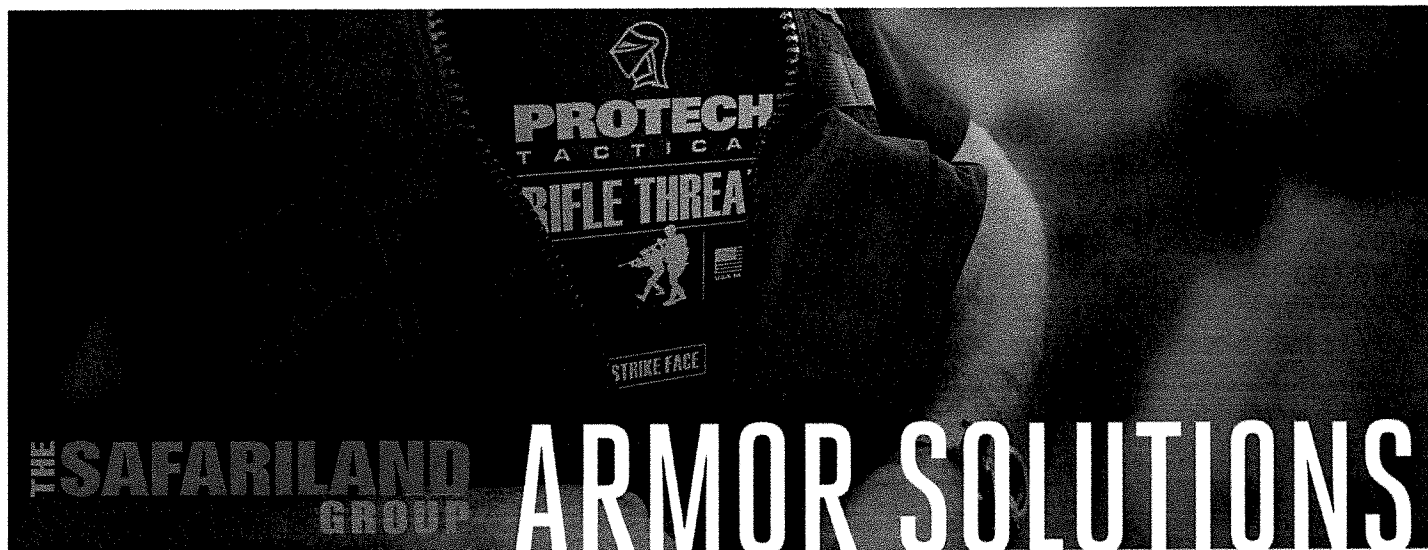
Your salesperson is Chris Black. Thank You.
Chief Ricardo Torres <chief@kingsvillepd.us>

Subtotal	\$38,955.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$38,955.00



1-800-775-5996
WWW.GTDIST.COM

TEXAS SB-12 BODY ARMOR AND ACCESSORIES GUIDE



ARMOR SOLUTIONS

TACTICAL PLATE RACKS



Shown with optional FirstSpear® Tubes closure system and Triple M4 Carry Mag Advanced Webless System

TAC™ PH PLATE HARNESS

\$110

- Dynamic active shooter plate harness with design upgrades developed for enhanced fit, form and function
- 10"x12" front and back plate pockets
- Adjustable shoulder straps
- Low profile FirstSpear® Tubes™ side closure
- Keeper loops for excess side strap management
- Reinforced extraction strap
- Available Colors: Black, Navy, Tactical Green, Ranger Green, Tan and MultiCam
- Includes front & back ID Panels

TAC™ PR PLATE RACK

\$159

- Optimal first responder plate rack tried and true among domestic US agencies
- Adjustable cummerbund for additional accessory attachment and unrivaled speed donning with integrated pull-strap system
- 10"x12" front and back plate pockets featuring bottom-load orientation
- Officer extraction strap
- Interior padding for long-wear comfort
- Available Colors: Black, Navy, Ranger Green, Tan, MultiCam®, Tactical Green, Coyote
- Includes front & back ID Panels

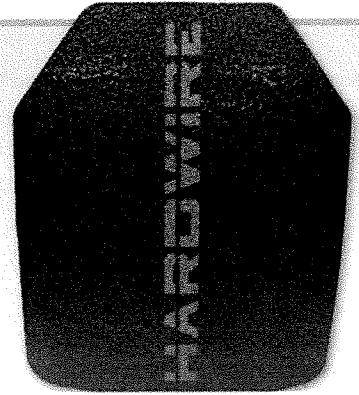
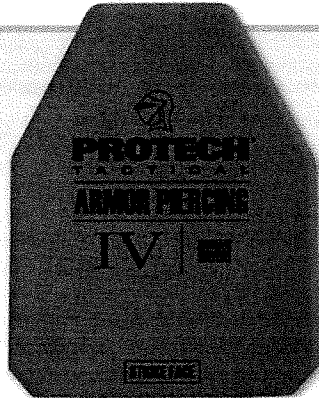
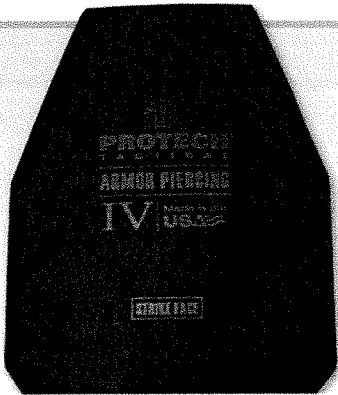
SHIFT 360™ SCALABLE PLATE RACK SYSTEM

\$165 TMW

\$266 TMWFS

- Highest speed and most dynamic situational scalable system on the market
- Dual internal bottom loading armor panel or plate pocket - compatible with 10" x 12" shooters cut & 9.5"x12.5" Medium SAPI hard armor plates
- Optimal Front and Back Ballistic panel protection
- External top-loading auxiliary pouch
- Available **AWS and TMW Colors:** Black, Navy, Ranger Green, Tan, MultiCam®, Tactical Green, Coyote
- Includes front & back ID Panels

HARD ARMOR PLATES



4400

\$181⁵⁰

LEVEL IV HARD ARMOR STAND ALONE PLATE

- NIJ 0101.06 Type IV Compliant
- 7.62 x 51mm, 147 gr. NATO FMJ (M80) - 6 impacts
- 7.6 lbs. 10"x12" Shooters Cut
- 1.0" thick
- Ceramic/Aramid Composite

2014MC

\$198

LEVEL IV HARD ARMOR STAND ALONE PLATE

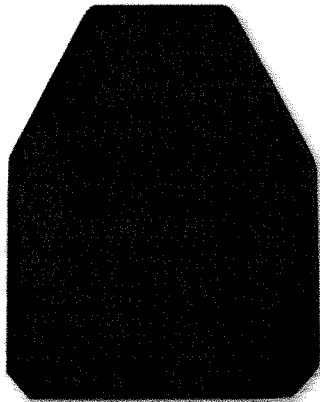
- NIJ 0101.06 Type IV Compliant
- 7.62 x 63mm, 166 gr. AP (30-06) M2 AP
- 7.7 lbs. 10"x12" Shooters Cut
- 0.99" thick
- Ceramic/Glass Composite

HARDWIRE®

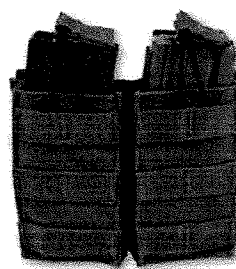
\$297

LEVEL III HARD ARMOR STAND ALONE PLATE

- NIJ 0101.06 Type III Compliant
- 7.62 x 51mm, 147 gr. NATO FMJ (M80) - 6 impacts
- **10 Year Warranty**
- 3.2 lbs. 10"x12" Shooters Cut
- 1.25" thick
- Polyethylene Composite
- Special Threats
 - 7.62 x 39mm, PS Ball (AK47 Steel Core)
 - 5.56 x 45mm, 55 gr. M193



ACCESSORIES



2120-5

\$365

LEVEL III HARD ARMOR STAND ALONE PLATE

- NIJ 0101.06 Type III Compliant
- 7.62 x 51mm, 147 gr. NATO FMJ (M80) - 6 impacts
- 5.8 lbs. 10"x12" Shooters Cut
- 0.95" thick
- Ceramic/Polyethylene Composite
- Special Threats
 - 7.62 x 39mm, 123 gr. MSC
 - 7.62 x 54Rmm, 150 gr. LPS
 - 5.56 x 45mm, 62 gr. (M855)(SS109)
 - 5.56 x 45mm, 55 gr. (M193)

TP5 SINGLE TP5A DOUBLE M4 MAG POUCHES

\$14

\$17

- Lightweight Helium Whisper Backer®
- Size: 3.5" x 6" and 6.5" x 6"
- Fits one (1) or two (2) M4/M16 - 30 round magazines
- External MOLLE platform for easy stacking
- Bungee closure with retention grip system
- Grommet drain holes
- Available in a variety of colors to match carriers on front page

TP20

\$30

MEDIC POUCH

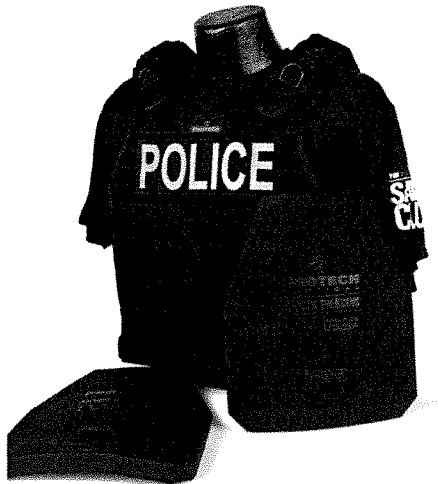
- Lightweight Helium Whisper Backer®
- Size: 5" x 7.5"
- Red quick pull tab for speed entry
- Internal elasticized straps to hold supplies in place
- External MOLLE platform for easy stacking
- Grommet drain hole
- Available in a variety of colors to match carriers on front page



TEXAS LAW ENFORCEMENT AGENCY ONLY PER SB-12.
QUANTITY PRICING AVAILABLE.
OTHER PLATE AND ACCESSORY OPTIONS AVAILABLE.

1-800-775-5996
EMAIL: SALES@GTDIST.COM

PACKAGES



TAC PH PACKAGE

TAC PH GENII + 4400 TYPE IV + POUCHES + ID

- 1-TAC PH GenII, TMW, Buckle
- 2-4400 Type IV Plates
- 1-M4 Magazine Pouch, Double (TP)
- 1-Medical Pouch (TP)
- 2-Large "POLICE" ID Patch, 8.5" X 3"
- Protech carry bag included

\$500

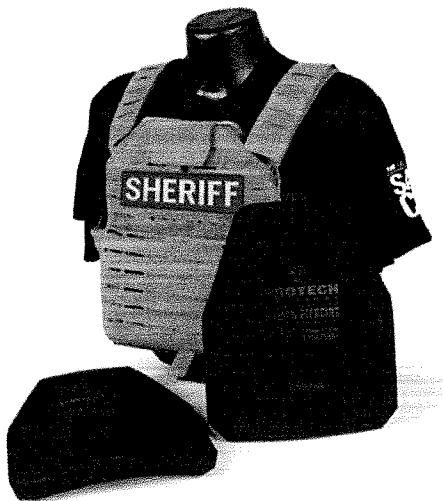


TAC PR PACKAGE

TAC PR + 4400 TYPE IV + POUCHES+ID

- 1-TAC PR, TMW, Buckle
- 2-4400 Type IV Plates
- 1-M4 Magazine Pouch, Double (TP)
- 1-Medical Pouch (TP)
- 2-Large "POLICE" ID Patch, 8.5" X 3"
- Protech carry bag included

\$549



SHIFT 360 PACKAGE

S360 + 4400 TYPE IV + POUCHES+ID

- 1-S360 Single Flap, TMW, Velcro
- 2-4400 Type IV Plates
- 1-M4 Magazine Pouch, Double (TP)
- 1-Medical Pouch (TP)
- 2-Large "POLICE" ID Patch, 8.5" X 3"
- Protech carry bag included

\$566



SHIFT 360 HW PACKAGE

SHIFT 360 + HPMC TYPE III PLATE + POUCHES + ID

- 1-SHIFT 360, TMW, Buckle
- 2-Hardwire MC 10X12 Type III, Shooters Cut (10 Year Warranty)
- 1-M4 Magazine Pouch, Double (TP)
- 1-Medical Pouch (TP)
- 2-Large "POLICE" ID Patch, 8.5" X 3"
- Protech carry bag included

\$795

FAQ

ANNOUNCEMENT

IN RESPONSE TO THE JULY 7TH, 2016 SHOOTING OF POLICE OFFICERS IN DALLAS, TEXAS, SENATE Bill 12 was passed during the 85th Legislature Regular Session. On May 27th, 2017, Governor Abbott signed Senate Bill 12 into law which authorized the Criminal Justice Division (CJD) of the Governor's Office to create a grant program to assist agencies in the purchase of rifle-resistant body armor. CJD is now accepting applications for projects under this program to increase the safety of Texas law enforcement officers and prevent further loss of life in active shooter situations. For complete information regarding GT Distributors full line of Protech Tactical Armor's rifle plates, carriers and accessories applicable to this SB 12 grant

Contact GT Distributors at:

1-800-775-5996 or from GT's website at: <https://www.gtdist.com/sb-12>

FREQUENTLY ASKED QUESTIONS – SENATE BILL NO. 12:

Public announcement from Governor Abbott's office:

Link: <https://gov.texas.gov/news/post/governor-abbott-announces-rifle-resistant-body-armor-grant-program-for-texas>

How do I find the information for SB-12?

Link to S.B No. 12: <http://www.capitol.state.tx.us/Search/DocViewer.aspx?ID=85RSB-000121B&QueryText=%22sb+12%22&DocType=B>

How do I find and apply for the e-grant related to SB-12

Link: <https://egrants.gov.texas.gov/fundopp.aspx>

How do I inquire about assistance to apply for the grant?

Link: eGrants@gov.texas.gov

What is an NIJ .06 certified rifle plate?

Safariland Link: <http://www.safariland.com/body-armor-resources/nij-06-standard.html>

Type III and IV standalone – page 4 sections 2.4 and 2.5:

Link: https://www.safariland.com/on/demandware.static/-/Sites-tsg-Library/default/dw92e8d13c/resources/body_armor/NIJ_Standard_010106_FullText.pdf



TEXAS LAW ENFORCEMENT AGENCY ONLY PER SB-12.

QUANTITY PRICING AVAILABLE.

OTHER PLATE AND ACCESSORY OPTIONS AVAILABLE.

1-800-775-5996

EMAIL: SALES@GTDIST.COM

AGENDA ITEM #14

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: August 9, 2017

SUBJECT: Request for Resolution for Application for Eligibility to Receive Federal Surplus Property (41 CFR 101-44.207)

Summary:

We request a resolution to allow application to the Texas Facilities Commission Federal Surplus Property Program by City Manager, Jesus A. Garza as the Authorized Official to execute legal documents for the application.

Background:

We request approval to apply for federal surplus property. In the past, we have been able to obtain equipment such as vehicles, computers, furniture to be used here in the city.

Financial Impact:

Much of the property obtained thru this program has some associated costs and will be considered on a case by case basis depending on the needs of the city.

Recommendation:

We request approval of the resolution for application to receive Federal Surplus Property (41 CFR 101-44.207).



RESOLUTION #2017-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY TO THE TEXAS FACILITIES COMMISSION FOR ELIGIBILITY TO RECEIVE FEDERAL SURPLUS PROPERTY; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville promotes the health and safety of the community and is constantly looking for new ways to improve efficiencies and maximize the use of budgeted funds;

WHEREAS, the City has an opportunity to apply to the Texas Facilities Commission for eligibility to receive Federal Surplus Property;

WHEREAS, the program would not require the City to purchase any federal surplus property but merely provide another avenue to explore when considering future acquisitions;

WHEREAS, the City Manager would be the Authorized Official to execute legal documents for the application with the Texas Facilities Commission.

BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to apply to the Texas Facilities Commission to be eligible to receive Federal Surplus Property for the City of Kingsville, in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the
____ 14th day of ____ August _____, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM (FSP)
P.O. Box 13047, Austin, Texas 78711
TEL: (512) 463-2688 - FAX: (512) 236-6173
EMAIL: federal.surplus@tfc.state.tx.us
www.tfc.state.tx.us/fsp

APPLICATION FOR ELIGIBILITY

INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR ELIGIBILITY FORM TO RECEIVE FEDERAL SURPLUS PROPERTY (41 CFR 101-44.207)

See pages 7-11 for list of required supporting documentation that must be submitted with application.

All donees* must reapply every three (3) years. To reapply, a donee must submit a completed Application for Eligibility along with all required supporting documentation. (*donee = the applicant organization)

Instructions for completing page 2:

SECTION I: Provide the full legal name of your organization and Federal Employer ID#. Provide the complete mailing address of your organization as recognized by the U.S. Postal Service, including the nine-digit Zip Code. If the street address is different from the mailing address, provide that address or directions if located on a rural or remote area. Provide a phone number, fax number (if available) and an email address (required). **E-mail addresses provided will receive notices about account status and available property.**

SECTION II: Check the appropriate box that describes your organization. Organizations that do not fall under at least one of these categories are not eligible for the Federal Surplus program.

SECTION III: Check the appropriate box or boxes (check as many as apply) that indicate the type or purpose of your organization. If you are unable to determine which box to check, please contact this office for assistance. Please see pages 7-11 for an explanation of the eligibility requirements for each type of organization.

SECTION IV: Indicate source(s) of funding for your organization. Depending on your organization type, you may need to include a comprehensive description of all programs or services, a description of the operational facilities and/or supporting documentation regarding funding source(s). Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, public schools) are not required to submit additional documentation for this section.

SECTION V: Nonprofit organizations must provide a current, valid IRS Tax Exemption Letter indicating your organization is exempt under Section 501(C) of Internal Revenue Code. The name of the organization on the IRS letter must match the name provided in Section I of this application. If not, applicant must include sufficient evidence, such as amendments to Articles of Incorporation or Assumed Name filing certificates, to establish the connection. Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, public schools) and VFDs are not required to submit documentation for this section.

SECTION VI: Most nonprofit organizations are required to submit evidence of current approval, accreditation or license from a nationally recognized accrediting or licensing organization. Recreational, social service, referral only, religious and counseling service programs are not eligible to participate in the program. Please see pages 7-11 to determine if this requirement applies to your organization. Public agencies (i.e. cities, counties, state agencies, and public schools) and VFDs are not required to submit additional documentation for this section.

SECTION VII: Provide an original, dated signature of applicant's Authorizing Official (i.e. County Judge, Mayor, City Manager, Superintendent, Fire Chief, Executive Director, CEO/President, Board Chairman, or other person with executive authority to execute legal documents for the applicant). Applications submitted by counties must be signed by the County Judge. Type or print the name and title of authorizing official on the lines provided.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. IF YOU HAVE QUESTIONS OR NEED ASSISTANCE, PLEASE CALL (512) 463-2688.

SUBMIT APPLICATION TO:

Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047, AUSTIN, TX 78711-3047
TEL: 512-463-2688 FAX: 512-236-6173
EMAIL: federal.surplus@tfc.state.tx.us

SIGNATURE FROM AUTHORIZING OFFICIAL IS REQUIRED ON PAGES 2 - 6

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM (FSP)
P.O. Box 13047, Austin, Texas 78711
TEL: (512) 463-2688 - FAX: (512) 236-6173
EMAIL: federal.surplus@tfc.state.tx.us
www.tfc.state.tx.us/fsp

APPLICATION FOR ELIGIBILITY

PLEASE TYPE OR PRINT LEGIBLY IN BLUE OR BLACK INK WHERE APPROPRIATE

I. **ORGANIZATION NAME & INFORMATION:** *Payments must be in the name of donee or parent company.*

City of Kingsville		7460001513	
LEGAL NAME OF ORGANIZATION		FEDERAL EMPLOYER ID	
400 W. King Ave.	Kingsville	TX	78363
STREET ADDRESS (no P.O. Boxes)	CITY	STATE	ZIP CODE
P.O. Box 1458	Kingsville	TX	78363
MAILING ADDRESS (if different from above)	CITY	STATE	ZIP CODE
Kleberg	361-595-8002	361-595-8024	
COUNTY	TELEPHONE #	FAX #	
FISCAL YEAR END DATE: September 30, 2017		EMAIL: jgarza@cityofkingsville.com	

II. **APPLICANT STATUS:** *(check only one)*

- ☒ Public or Government agency (tax-supported, includes public schools) ☐ SBA 8(a) Business
☐ Nonprofit organization

III. **TYPE OR PURPOSE OF ORGANIZATION:** *(see pages 7-11 for requirements for specific types of organizations)*

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> City | <input type="checkbox"/> School District | <input type="checkbox"/> Volunteer Fire Dept., EMS or Rescue Squad |
| <input type="checkbox"/> County | <input type="checkbox"/> Elementary, Middle, or High School | <input type="checkbox"/> Emergency Services District |
| <input type="checkbox"/> State Agency | <input type="checkbox"/> College or University | <input type="checkbox"/> Provider of Assistance to the Impoverished |
| <input type="checkbox"/> Conservation (i.e. soil, water, or utility district) | <input type="checkbox"/> Child Care Center or Preschool | <input type="checkbox"/> Provider of Assistance to the Homeless |
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Foster Care or Adoption Services | <input type="checkbox"/> Program Funded for Older Americans |
| <input type="checkbox"/> Radio or TV Station | <input type="checkbox"/> Residential Treatment Center | <input type="checkbox"/> SBA 8(a) Business |
| <input type="checkbox"/> Library | <input type="checkbox"/> Clinic or Hospital | <input type="checkbox"/> Veterans' Service Organization |
| <input type="checkbox"/> Museum | <input type="checkbox"/> Other health center _____ | <input type="checkbox"/> Service Educational Activity (as defined by DOD) |
| <input type="checkbox"/> Zoo, Planetarium or Aquarium | | <input type="checkbox"/> Other _____ |

IV. **SOURCE(S) OF FUNDING:** ☒ Tax-supported ☒ Grants ☐ Contributions ☐ Other _____

V. *(For non-profit organizations only)* **HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1986?** ☒ Yes ☐ No

VI. **IS THE ORGANIZATION APPROVED, ACCREDITED, OR LICENSED?** ☐ Yes ☐ No
IF YES, BY WHAT AUTHORITY? _____

VII. **SIGNATURE & TITLE OF AUTHORIZING OFFICIAL FOR ORGANIZATION** (ex. Mayor, County Judge, Superintendent, President, CEO, Fire Chief)

Jesus A. Garza	City Manager
PRINTED NAME OF AUTHORIZING OFFICIAL	TITLE

X	
SIGNATURE OF AUTHORIZING OFFICIAL	DATE

AUTHORIZED REPRESENTATIVES

- I. An "Authorized Representative" is a person authorized to sign for the release of property on your organization's behalf.
- II. All representatives listed in any prior applications or account updates will be deleted from the account.
- III. **An Authorized Representative must sign in the "Signature" provided space below in order to sign for the release of property.** Only representatives with a valid signature will be allowed to acquire property. All others listed below may visit our warehouse locations and will be included in email broadcasts from our office, but will not be able to sign for the release of property. E-mail addresses provided will receive notices about available property.
- IV. Valid driver's license or state issued photo identification may be required prior to entering state or federal facilities.
- V. **Your Authorizing Official will automatically be included as an Authorized Representative unless indicated below:**
 - a. _____ (initial here) I, as the Authorizing Official, do NOT want to be an Authorized Representative able to sign for property. (Leave blank if the Authorizing Official should be an Authorized Representative.)

NAME	TITLE	TELEPHONE and EMAIL ADDRESS	SIGNATURE
(example) John Doe	County Judge	(512) 123-4567 John.doe@gmail.com	<i>John Doe</i>
Jesus A. Garza	City Manager	(361) 595-8002 jgarza@cityofkingsville.com	
Ricardo Torres	Police Chief	(361) 592-4311 Opt. #5 chief@kingsvillepd.us	
Adrian Garcia	Fire Chief	(361) 592-6445 agarcia@cityofkingsville.com	
Charlie Sosa	Purchasing Director	(361) 595-8025 csosa@cityofkingsville.com	
Bill Donnell	Assistant Public Works Director	(361) 595-8040 wdonnell@cityofkingsville.com	

Applicant hereby certifies the information provided is correct and complete and s/he understands and agrees to all terms and conditions.

City of Kingsville

NAME OF APPLICANT ORGANIZATION

Jesus A. Garza

PRINTED NAME OF AUTHORIZING OFFICIAL

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent)

DATE

SUBMIT APPLICATION TO:

Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 463-2688 FAX: (512) 236-6173
EMAIL: federal.surplus@tfc.state.tx.us

NONDISCRIMINATION ASSURANCE

City of Kingsville

(Legal Name of Applicant Organization)

the donee, agrees that the program for or in connection with

which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 C.F.R., 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Right Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

COUNTY/COUNTIES SERVED BY APPLICANT ORGANIZATION:

Kleberg

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent)

DATE

SUBMIT APPLICATION TO:

Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
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EMAIL: federal.surplus@tfc.state.tx.us

DONEE CERTIFICATIONS & AGREEMENTS

NOTE: "State agency" = Texas Facilities Commission; "Donee" = your organization

(a) THE DONEE CERTIFIES THAT:

(1) It is a public agency, a nonprofit institution or organization exempt from taxation under section 501 of the Internal Revenue code of 1954, or an SBA 8(a) business; within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA).

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals, or SBA or SEA organizations, or assistance to homeless/impoventished, or assistance to Veterans. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency and GSA.

(3) Funds are available to pay all costs and charges incident to donation.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Right Restoration Act of 1987.

(5) In accordance with 28 C.F.R. Section 42.401-42.415, the Federal Surplus Property Program collects information related to a donees race and national origin in order to provide GSA officials, upon request, with enough information for determining compliance with applicable civil rights laws. Data is collected for those donees who; (1) are eligible to participate in the FSP Program; (2) those actually participating in the recipient's programs and activities; (3) those denied participation in the recipient's program.

(4) If a SBA 8(a) business, the terms identified in (b), (c), and (d) may not apply. SBA 8(a) businesses must follow SBA guidelines.

(b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt. Property shall be continued in use for such purposes for at least one year from the date the property was placed in use. Some property must be used longer than one year (see Section (c)). In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) or property.

(3) In the event the property is not used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(c) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS, APPLICABLE TO ITEMS WITH A UNIT ORIGINAL ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST. THE FOLLOWING CONDITIONS DO NOT APPLY TO VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use. (Not applicable to Service Educational Activities (SEAs) or SBA 8(a) Businesses).

(3) In the event the property is not used or handled as required by (b)(1) and (2) and (c)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

(1) From the date it receives the property and through period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) and (f), or the State agency under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property shall be remitted promptly by the donee to GSA or the State agency, as the case may be.

(2) In the event any of the property is sold, traded leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, without prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency, shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, any of the property is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.

(4) The donee shall make reports to the State agency on the use, condition, and location of the property and on other pertinent matters as may be required time to time by the State agency.

(5) At the option of the State agency, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of any amount as determined by the State agency.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:

(1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, the State of Texas, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, GSA or the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of any amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR THE PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreements executed by the authorized donee representative.

(g) **THE DONEE CERTIFIES** by signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR105-68, certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

(h) **THE DONEE UNDERSTANDS** that by execution of this document, it is considered a sub recipient of federal financial assistance pursuant to the Single Audit Act of 1984 and further agrees to provide the State agency with results of the audit required by OMB Circular A-133.

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent)

DATE

PROPERTY COMPLIANCE PERIOD

Participating organizations (referred to as "donees" by the federal government) are required to use the property obtained through the program for a specific amount of time before the property can be sold, transferred or otherwise disposed of. The compliance period is often determined by the "original acquisition cost" of the item. The "original acquisition cost" is defined as the amount the federal government paid when it was initially purchased.

- Property must be used for the program approved for participation in the Federal Surplus Property program.
- All property must be placed into use within one year of the invoice date.
- Property is considered "in use" as soon as it is ready and able to serve its intended purpose.
- The compliance period varies according to the item, but is **at least** twelve months from the date put into use.
 - For property valued at less than \$5,000 in original acquisition cost, the compliance period is 12 months from the date put into use.
 - For property valued at \$5,000 or more in original acquisition cost and all passenger motor vehicles, the compliance period is 18 months from the date put into use. Not applicable to Service Educational Activities (SEAs).
 - For items requiring special handling or use limitations for which a Conditional Transfer Document (CTD) must be signed, donee will adhere to the terms and conditions of use set forth on the CTD.
 - Some items, such as non-combat aircraft and vessels longer than 50 feet, have a compliance period of 60 months (5 years) from the date put into use.
 - Some items, such as combat aircraft and firearms, are considered "perpetual use." Donee organizations do not obtain title or ownership to property designated "perpetual use" by the federal government. The compliance period is considered to be "perpetual" or ongoing on these items. If a donee has a perpetual use item that is no longer needed or used, then the donee must contact TFC for return instructions. The donee may not dispose of a perpetual use item without prior, written approval from TFC.
- TFC staff performs scheduled and unscheduled onsite property compliance visits to ensure the property is being used as represented. The donee agrees to make the property available for visual inspection by TFC staff in a timely manner.
- If the property is not paid for in full or is not being used or handled as required, the donee will be required, at its expense, to return the property to TFC or offer for transfer to another donee, as instructed by TFC.
- Property must be used and stored at the street address listed on page 2 of this Application, or at other appropriate donee-managed satellite locations (for example, county precinct barns, district fire stations, school campuses, maintenance/transportation warehouse). Property may not be removed indefinitely from an approved location without prior, written approval from TFC.
- Property may not be stored at a personal residence, unrelated business or storage facility, or any other location that is not managed by the donee organization. Property is not intended for personal use; it must be readily accessible to all donee staff.
- Donees are required to complete reports regarding property use as a condition of participating in the program.
- **During the compliance period, the donee may not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA.**
- **If property is sold, transferred, or otherwise disposed of during the compliance period, the donee may be subject to penalties and fines, as well as possible state or federal prosecution.**

I understand and agree to the above terms and conditions regarding property compliance and reporting and the Certifications & Agreements on page 5.

IMPORTANT NOTE FOR SBA 8(a) APPLICANTS: If applying as an SBA 8(a) business, I understand that the property compliance terms identified above do not apply to my business and that as an SBA 8(a) business I must follow SBA property compliance guidelines.

X

SIGNATURE OF AUTHORIZING OFFICIAL & TITLE (e.g., Mayor, Judge, Exec. Dir., Superintendent)

DATE

SEND APPLICATIONS TO:

Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 463-2688 FAX: (512) 236-6173
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DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or federal_surplus@tfc.state.tx.us.

Government or Public Agency

1. Public agency includes (a) State or department, agency, or instrumentality thereof; (b) Political subdivision of the state, including any unit of local government or economic development district or any department, agency or instrumentality thereof; or (c) Instrumentality created by contract or other agreement between states or political subdivisions. Public agency purposes include, but are not limited to, programs such as conservation, economic development, education, parks and recreation, public health and public safety, and to provide services to homeless or impoverished persons.
2. Cities, counties, state agencies and public schools are **NOT** required to submit any additional documentation.
3. Other types of public agencies must submit proof of public agency status (i.e. charter or statute creating the agency or evidence of tax-supported status) and/or a narrative describing the services provided by the agency. See the other categories listed below for more details.

Emergency Services District

1. Must receive dedicated tax funds in order to be eligible.
2. Required additional documentation that must be submitted with application:
 - a. Letter from the chief or president that contains information on the department, including:
 - i. number of firefighters and/or emergency services personnel;
 - ii. training schedule; and
 - iii. area(s) covered.
 - b. Proof of Public Agency Status – i.e. Election Results, Charter, Organizing Document, or Other Evidence of Approval by Proper Government Authority (i.e. Commissioners Court/City Council Meeting Minutes)

Volunteer Fire Department, Search & Rescue, or Emergency Medical Services

1. In order to be eligible under this category, must be funded annually in whole or part by state, county, city or emergency services district. Approved organizations in this category must submit funding information annually.
2. Required additional documentation that must be submitted with application:
 - a. Letter from the chief or president that contains information on the department, including:
 - i. number of firefighters and/or emergency services personnel;
 - ii. training schedule; and
 - iii. area(s) covered.
 - b. Evidence that department is endorsed by **AND** receives funding from a government entity, such as the state, county, city or emergency services district. Examples: letter of endorsement from the head of the government entity (i.e. county judge, city mayor/administrator, or ESD president) or a copy of a current, signed contract.
 - c. Payment Account Information - Payment for property **must** be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - d. Articles of incorporations, bylaws, charter or other organizing document (*optional*)

Conservation (includes both public agencies and non-profits)

1. Includes soil, water, irrigation, and utility districts, and non-profit water supply corporations. Must be a public agency (i.e. city-owned) or nonprofit organization. For-profit organizations do not qualify under this category.
2. Required additional documentation that must be submitted with application:
 - a. Certificate of approval or charter from proper authority demonstrating services are provided to the public (i.e. Certificate of Convenience and Necessity from Texas Commission on Environmental Quality or Public Utility Commission, or charter/enabling legislation)
 - b. **(non-profits only)** Payment Account Information - Payment for property **must** be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. **(non-profits only)** IRS letter certifying tax-exempt status. Articles of incorporations, bylaws, or other organizing document. (*Optional*)

Health Organization (Public Agency)

1. Required additional documentation that must be submitted with application:
 - a. Proof of public agency status (i.e. charter or statute creating the agency or evidence of tax-supported status).
 - b. Complete narrative about your agency, including:
 - i. Description of services provided;
 - ii. Number and type of patients served;
 - iii. Description of facilities, including number of beds; and
 - iv. Overview of key staff and their qualifications.

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or federal.surplus@tfc.state.tx.us.

Health Organization (Non-Profit)

1. Includes, but not limited to, hospital, clinics, residential treatment centers, rehabilitation facilities, child care centers, and foster care and adoption agencies. In order to be eligible under this category, must be licensed, accredited or approved by nationally recognized accrediting or licensing agency (Ex. Dept. of State Health Services) or the current recipient of research grants by a recognized authority such as the National Institutes of Health, or by similar national advisory council or organization.
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. Complete narrative about your organization, including:
 - i. Description of services provided;
 - ii. Number and type of patients served;
 - iii. Description of facilities, including number of beds; and
 - iv. Overview of key staff and their qualifications.
 - d. Certificate of accreditation, license, or letter of approval from a nationally recognized accrediting or licensing agency OR research grant from National Institutes of Health or similar national advisory organization.
 - e. Articles of incorporations, bylaws, charter or other organizing document (*optional*)
 - f. List of additional research grants awarded (*optional*)

Provider of Assistance to Impoverished (Non-Profit)

1. In order to be eligible under this category, services to impoverished persons (as defined in section 673 of the Community Services Block Grant Act (42 U.S.C. 9902)) must be the primary function of the organization. If any activity operates a broad spectrum of programs through which assistance to the impoverished is peripheral and incidental, the entity would not be eligible. If located in or around a religious facility, food banks must have a direct entrance to the food bank not requiring entrance through a place of worship in order to be eligible.
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. Latest Annual Financial Statement
 - d. Public Recognition as an Impoverished Assistance Provider. Provide letter of endorsement from an official (i.e. Mayor, Head of Welfare Dept., Social Services Director, county supervisor, head of agency that oversees program, etc.) indicating services provided by applicant. The letter must indicate that assistance to the impoverished is the organization's primary focus, and the name must match the IRS document. You may also include documented receipt of Federal/State Block Grant Funds for poverty programs, or proof of membership or affiliation with national organization that provides support for impoverished (i.e. Second Harvest National Food Bank Network, Habitat for Humanity, Salvation Army).
 - e. Complete narrative about your organization, including:
 - i. Comprehensive description of services (assistance to impoverished must be primary mission);
 - ii. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
 - iii. Requirements for clients to be eligible to receive services, including any required fees;
 - iv. Description of facilities;
 - v. Hours/days of operation;
 - vi. Description of funding source(s) with supporting documentation; and
 - vii. Overview of staff (paid/volunteer, full-time/part-time) including list of key staff and their qualifications.
 - f. Description of how your organization determines if a person is eligible to receive assistance, and how your organization determines if that person is impoverished. Your organization's primary function must to provide money, goods, or services to families or individuals whose annual incomes are below the poverty line (as defined in section 673 of the Community Services Block Grant Act) (42 U.S.C. 9902). If recipients are required to complete an application before receiving services, please attach a sample application.
 - g. Proof of current accreditation, approval or licensing if appropriate (i.e. child care or medical/health center).
 - h. Signed Articles of Incorporation, Bylaws, Charter or other organizing document
 - i. Brochures (or other printed materials) or link to website (*Optional*)

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or federal_surplus@tfc.state.tx.us

Provider of Assistance to Homeless Persons (Non-Profit)

1. In order to be eligible under this category, services to the homeless must be the primary function of the organization. If any activity operates a broad spectrum of programs through which assistance to the homeless is peripheral and incidental, the entity would not be eligible. Property donated must be used in a program primarily for homeless persons. Examples of eligible programs include:
 - a. Overnight, daytime and around-the-clock shelters.
 - b. Shelters for battered spouses, abused children, and orphans.
 - c. Halfway houses or transitional housing for temporary residence of homeless parolees, mental patients, and/or substance abusers.
 - d. Food banks that provide food directly to facilities where homeless people are fed may be eligible. If located in or around religious facility, food banks must have a direct entrance to the food bank not requiring entrance through a place of worship.
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. Public Recognition as a Homeless Assistance Provider. Please provide a letter from a local city official (i.e. Mayor, Head of Welfare Dept., Social Services Director, etc.) indicating services provided by applicant. The letter must indicate that assistance to the impoverished is the organization's primary focus, and the name must match the IRS document. You may also include:
 - i. Occupancy permit or fire and safety inspection certificate.
 - ii. Documented receipt of FEMA funds for Federal/State Block Grant Funds for homeless programs
 - d. Complete narrative about your organization, including:
 - i. Comprehensive description of services provided (assistance to homeless must be primary mission);
 - ii. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
 - iii. Requirements for clients to be eligible to receive services, including any required fees;
 - iv. Description of facilities, including hours/days of operation;
 - v. Description of funding source(s) with supporting documentation; and
 - vi. Overview of staff (paid/volunteer, full-time/part-time) including list of key staff and their qualifications.
 - e. Proof of current accreditation, approval or licensing if appropriate (i.e. child care or medical/health center).
 - f. Signed Articles of Incorporation, Bylaws, Charter or other organizing document (*Optional*)
 - g. Brochures (or other printed materials) or link to website (*Optional*)

Provider of Assistance to Older Americans (Non-Profit)

1. In order to be eligible under this category, an organization must receive state, federal or local government appropriate funds for operation of an older individual program under the Older American Act.
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. Certification establishing that applicant is receiving state, federal or local government-appropriated funds for operation of older individual program under the Older American Act.
 - d. Complete narrative about your organization, including:
 - i. Description of services provided;
 - ii. Description of facilities;
 - iii. Overview of key staff and their qualifications; and
 - iv. Number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly).
 - e. Proof of current accreditation, approval or licensing if appropriate (i.e. medical center)
 - f. Articles of incorporations, bylaws, charter or other organizing document (*optional*)

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or federal.surplus@tfc.state.tx.us.

Education Organization (Non-Profit) *Public schools & colleges should see the Government or Public Agency category on page 7.

1. In order to be eligible under this category, must be accredited or approved by nationally recognized accrediting agency (ex. Texas Education Agency, Southern Association of Colleges & Schools' Commission on Colleges) or the current recipient of research grants by a recognized authority such as the National Institute of Education, or by similar national advisory organization.
2. Includes charter schools, private schools (K-12), private colleges or universities, and research organizations.
3. Required additional documentation that must be submitted with application:
 - a. Certificate of accreditation or letter of approval from a nationally recognized accrediting agency OR research grant from National Institute of Education or similar national advisory organization.
 - b. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - c. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - d. Complete narrative about your organization, including:
 - i. course levels;
 - ii. enrollment;
 - iii. facilities; and
 - iv. staff information,
 - e. Articles of incorporations, bylaws, charter or other organizing document (*optional*)
 - f. List of additional research grants awarded (*optional*)

Museums, Libraries, Nature Centers, Planetariums, Aquariums & Zoos

1. In order to be eligible under this category, a museum must be open to the public, and, at minimum, accedes to any request submitted for access during "business hours" (interpreted here to be approximately 9:00 am to 4:00 pm, although reasonable variation from these hours may be considered due to individual circumstances, such as a museum located in a commercial location with strict business hours, or restrictions based on zoning or other state or local ordinances). Furthermore, exhibits must be primary focus, and must not be incidental to the primary function of the institution. Also, must have a minimum of one fulltime staff member or the equivalent (for example, one staff member who works 40 hours per week or two staff members who work 20 hours each per week).
2. Required additional documentation that must be submitted with application:
 - a. Letter from IRS certifying status as a 501(C) non-profit. IRS ruling letter must include current name and address.
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.
 - c. Complete narrative about your organization, including
 - i. description of type(s) of exhibits & location(s);
 - ii. staff roster, including name of curator (or equivalent) whose primary job is to care for the museum and its exhibits, and average number of hours each staff member works per week (may be volunteer or paid);
 - iii. days and hours open to the public;
 - iv. admission fee (if any);
 - v. description of the local community and population served by the museum; and
 - vi. square footage of the museum.
 - d. Pictures of exhibits, signage, facilities, and posted hours of operation.
 - e. Articles of incorporations, bylaws, charter or other organizing document.
 - f. Latest Annual Financial Statement or Budget.
 - g. Brochures, pamphlets, website, or other promotional materials (*optional*).
 - h. Organizational Memberships (*optional*)

SBA 8(a) Business

1. Businesses that are currently part of the U.S. Small Business Administration's 8(a) Business Development Program may participate in the FSP program. Businesses are only eligible to receive property during their nine (9) year membership in the 8(a) program.
2. Required additional documentation that must be submitted with application: Letter from the U.S. Small Business Administration certifying your company as a member of the 8(a) Business Development Program.
3. **IMPORTANT NOTE:** Some of the terms and conditions on pages 5-6 do not apply to SBA 8(a) businesses. As an SBA 8(a) business, you must follow SBA property compliance guidelines. Please contact your SBA District Office for their complete terms and conditions.

DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which of the following eligibility category your organization falls under, and if you are required to submit additional documentation. Questions? Please contact us at (512)463-2688 or federal.surplus@tfc.state.tx.us.

Service Educational Activities

1. The following Service Educational Activities (SEA) are eligible: American National Red Cross, Armed Services, YMCA of the USA, Big Brothers/Big Sisters of America, Boys and Girls Clubs of America, Boy Scouts of America, Camp Fire, Inc., Center for Excellence in Education, Girl Scouts of the USA, Little League Baseball, Inc., Marine Cadets of America, National Association for Equal Opportunity in Higher Education, National Civilian Community Corps, National Ski Patrol System, Inc., Naval Sea Cadet Corps, Operation Raleigh, United Service Organizations, Inc., U.S. Olympic Committee, Young Marines of the Marine Corps, League/Marine Corps League.
2. Required additional documentation that must be submitted with application
 - a. Proof of association with the national organization (ex. Boy Scouts of America charter).
 - b. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.

Veterans' Organizations

1. Select veterans' service organizations are eligible for FSP following the passage of the FOR VETS Act of 2013.
2. For eligibility purposes, "Veterans Organizations" means organizations eligible to receive Federal surplus property for purposes of providing services to veterans under 40 U.S.C. 549(c)(3)(C). Eligible veterans organizations are those whose (1) membership comprises substantially veterans (at least 33%); and (2) representatives are recognized by the Secretary of Veterans Affairs under 38 U.S.C. 5902. The Department of Veterans Affairs maintains a searchable Web site of recognized organizations. The address is <http://www.va.gov/ogc/apps/accreditation/index.asp>.
3. Examples of organizations and its local chapters/districts that may be eligible: African American PTSD Association, American Ex-Prisoners of War, Inc., American GI Forum National Veterans Outreach Program, American Legion, AMVETS, Armed Forces Services Corporation, Army and Navy Union, U.S.A., Inc., Associates of Vietnam Veterans of America, Blinded Veterans Association, Catholic War Veterans of the U.S.A., Inc., Disabled American Veterans, Fleet Reserve Association, Gold Star Wives of America, Inc., Italian American War Veterans of the United States, Inc., Jewish War Veterans of the U.S.A., Legion of Valor of the United States of America, Inc., Marine Corps League, Military Order of the Purple Heart, National Amputation Foundation, Inc., National Association for Black Veterans, Inc., National Association of County Veterans Service Officers, Navy Mutual Aid Association, Non Commissioned Officers Association of the U.S.A, Paralyzed Veterans of America, Polish Legion of American Veterans, U.S.A, The Retired Enlisted Association, United Spanish War Veterans, United Spinal Association, Inc., Veterans of Foreign Wars of the United States, Veterans of the Vietnam War, Inc. & the Veterans Coalition, Vietnam Era Veterans Association, and Vietnam Veterans of America.
4. Required additional documentation that must be submitted with application:
 - a. Complete narrative about your organization, including:
 - i. Description of services provided ;
 - ii. Percentage of membership comprised of veterans; and
 - iii. Facility information & location.
 - b. Proof of affiliation with an eligible veterans organization recognized by the Secretary of Veterans Affairs under section 5902 of title 38 of the FORVETS Act of 2013 (see Dept. of Veterans website: <http://www.va.gov/ogc/apps/accreditation/index.asp>.)
 - c. Payment Account Information - Payment for property must be in the form of a check drawn on the account of your organization or parent/charter organization. Acceptable forms of supporting documentation includes a voided check or deposit slip, copy of recent bank statement or letter from bank certifying account name and status. If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.

SEND APPLICATIONS TO:

Applications may be emailed, faxed or mailed.

TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM
P.O. BOX 13047
AUSTIN, TX 78711-3047
TEL: (512) 463-2688 FAX: (512) 236-6173
EMAIL: Federal.surplus@tfc.state.tx.us

AGENDA ITEM #15

RESOLUTION #2017-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KINGSVILLE AND TEXAS A&M UNIVERSITY-KINGSVILLE FOR STUDENT INTERNSHIPS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") and Texas A&M University-Kingsville ("TAMUK") try to work together for the benefit of our community when able to do so; and

WHEREAS, the City of Kingsville has areas where additional personnel assistance would be beneficial but is not financially feasible and it no available at the university; and

WHEREAS, TAMUK has students who would benefit from real world experience working in a municipal government/administrative setting; and

WHEREAS, TAMUK has a student internship program that would pair students with identified positions within the City and TAMUK would pay for a maximum of four student interns in an amount not to exceed \$10/hour for a maximum of 19 hours per week for 30 weeks per year in the fall and spring semesters, subject to available funding; and

WHEREAS, the City of Kingsville and TAMUK would both benefit from the local university students performing work for the City; and

WHEREAS, the City Commission has previously approved agreements with TAMUK relating to design engineering work by student interns; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with the terms of the agreement attached hereto.

NOW THEREFOR, BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Memorandum of Understanding Between the City of Kingsville and the Texas A&M University-Kingsville relating to student internships in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the
____ 14th day of August _____, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

TAMUK/CITY OF KINGSVILLE STUDENT INTERNSHIP

Memorandum of Understanding

Purpose: The purpose of this memorandum of understanding is to create an internship program between Texas A&M University-Kingsville (TAMUK) and the City of Kingsville (City) whereby students from the university would be placed in a non-university career growth and exposure to work assignment which supplements their classroom development.

Objectives:

- Enhance our community partnership with the City and provide them potential work assistance in areas of need.
- Provide TAMUK student interns an opportunity to work in career environments that would otherwise not be available in a university, and
- Establish a relationship that could lead to long-term employment considerations for the student in municipal government/administration in Kingsville or elsewhere.

The City will:

- Upon program approval, the City will designate a City Internship Program Coordinator to work with the management of this internship program with TAMUK's executive administrative assistant to the senior vice president of student affairs, enrollment management, and university administration.
- Identify three or four internship opportunities for review reflecting non-university career growth work opportunities. Upon review and agreement, these would be posted on the university's career center student job postings.
- City and TAMUK HR will jointly interview candidates, as they are still employees of the university, and select the student(s) for the identified positions.
- Provide the student interns work uniforms if the work area requires a uniform. Related safety equipment (steel toe boots, protective eyewear, etc.) would be provided by the City per its practice with their employees. If no related uniform is required, the student intern would be expected to dress appropriately and professionally for the work environment (listed in the job description).
- Provide training for interns and provide copies of all pertinent laws, policies, rules, and procedures which govern work.
- Actively work to ensure a safe work environment and during any period when the city employs the intern on its payroll, the City will provide Worker's Compensation coverage.

TAMUK will:

- Provide salaries of up to but not to exceed \$10/hour for a maximum of 19 hours per week for a maximum of 4 interns for 30 weeks/year in the fall and spring semesters.
- Employment offers at the funded hourly rate would be extended jointly and the onboarding would be done through HR before the student can begin the work assignment.
- HR will work with UPD to conduct criminal background checks, I-9 and eVerify processes.

- HR would submit a Remote Location approval form through appropriate channels for Presidential approval.
- Provide Workers Compensation coverage, should any injury occur on the way to the assigned work location or during the time there, will be reported and covered by the university plan as he/she is our employee.

Interns will:

- Enter accurate work hours on a weekly basis via the SSO log on system. Time must be entered by the required/published deadlines in order for payroll to be processed.
- Follow the published TAMUK Code of Conduct,
- Follow any written laws, policies, rules or procedures required by the employing department,
- Agrees that any performance issues and resolutions thereof would be addressed jointly by Human Resources and the City designee,
- Receive performance evaluations at the end of the work period which will be conducted by the City designee and provided to HR. A joint review will be conducted with the student.

This MOU will be continued through May 20, 2018, as long as funding is available for the program through Texas A&M University-Kingsville. Either party has the ability to discontinue the partnership with sixty (60) days' notice to the other party.

Jesus Garza, City Manager
City of Kingsville

Terisa Riley, Ph.D., Senior Vice President
Texas A&M University-Kingsville

Date

Date