

# City of Kingsville, Texas

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## **AGENDA CITY COMMISSION MONDAY, OCTOBER 25, 2021 REGULAR MEETING**

**CITY HALL  
HELEN KLEBERG GROVES COMMUNITY ROOM  
400 WEST KING AVENUE  
5:00 P.M.**

**Conference Line call: 1 (415) 655-0001 and  
when prompted type access code: 126 210 9951 #**

**OR**

**Live Videostream: <http://www.cityofkingsville.com/webex>**

### **I. Preliminary Proceedings.**


#### **OPEN MEETING**

**INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)**

**MINUTES OF PREVIOUS MEETING(S)**

Regular Meeting – October 12, 2021

APPROVED BY:

  
Mark McLaughlin  
City Manager

### **II. Public Hearing - (Required by Law).<sup>1</sup>**

None.

### **III. Reports from Commission & Staff.<sup>2</sup>**

*"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, Condemnation Update, 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; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Health Department, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation, Golf Course, Library Summer Programs, Grants Update. No formal action can be taken on these items at this time."*

#### **IV. Public Comment on Agenda Items.<sup>3</sup>**

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 membership with Electric Reliability Council of Texas (ERCOT) for 2022. (City Attorney).

##### **REGULAR AGENDA**

##### **CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:**

#### **VI. Items for consideration by Commissioners.<sup>4</sup>**

2. Consider a resolution authorizing the Police Chief to enter into a Memorandum of Understanding between the U.S. Department of Justice, Drug Enforcement Administration and the City of Kingsville regarding License Plate Reader Information. (Police Chief).
3. Consider a resolution authorizing the application to, administrations of, and acceptance of Office of the Governor, Public Safety Office, Criminal Justice Division's Body-Worn Camera Grant Program, FY2022; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).
4. Consider a resolution authorizing the application to, administrations of, and acceptance of Office of the Governor, Public Safety Office, Homeland Security Grants Division's FY2022 Operation Lone Star Grant Program (OLS); authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).
5. Consider a resolution authorizing the City Manager and the Chief of Police to enter into a Memorandum of Understanding between the City of Kingsville Police Department and the Coastal Bend College Police Department. (Police Chief).
6. Consider sponsorship of Ranch Hand Festival Concert on November 20, 2021. (Tourism Director).

#### **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.

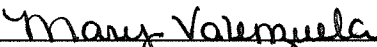
4. Items being considered by the Commission for action except citizen's comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

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:

October 22, 2021 at 2:45 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

  
\_\_\_\_\_  
Mary Valenzuela, TRMC, CMC, 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)**

OCTOBER 12, 2021

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON TUESDAY, OCTOBER 12, 2021 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

**CITY COMMISSION PRESENT:**

Sam R. Fugate, Mayor  
Hector Hinojosa, Commissioner  
Norma N. Alvarez, Commissioner  
Edna Lopez, Commissioner  
Ann Marie Torres, Commissioner

**CITY STAFF PRESENT:**

Mark McLaughlin, City Manager  
Mary Valenzuela, City Secretary  
Courtney Alvarez, City Attorney  
Kyle Benson, IT Manager  
Derek Williams, IT  
Uchechukwu Echeozo, Director of Planning & Development Services  
Deborah Balli, Finance Director  
Rudy Mora, Engineer  
Bill Donnell, Public Works Director  
Ricardo Torres, Police Chief  
Diana Gonzales, Director of Human Resources  
David Solis, Risk Manager  
Emilio Garcia, Health Director  
Mike Mora, Capital Improvements Manager  
Janine Reyes, Tourism Director

**I. Preliminary Proceedings.**

**OPEN MEETING**

Mayor Fugate opened the meeting at 5:00 p.m. with all five Commission members present.

**INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)**

The invocation was delivered by Mrs. Courtney Alvarez, City Attorney, followed by the Pledge of Allegiance and the Texas Pledge.

**MINUTES OF PREVIOUS MEETING(S)**

**Regular Meeting – September 27, 2021**

Motion made by Commissioner Lopez and Commissioner Torres to approve the minutes of September 27, 2021 as presented, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".

**II. Public Hearing - (Required by Law).<sup>1</sup>**

- 1. Public Hearing on request for an alcohol variance for a Wine and Malt Beverage Retailer's Off-Premise Permit (BQ) for the establishment known as Javelina Mart located at 1202 N. Armstrong St., Kingsville, Texas. (Director of Planning and Development Services).**

Mayor Fugate read and opened this public hearing at 5:05 P.M.

Mayor Fugate commented that this location has been selling alcohol for many years. Due to a change of ownership, the applicant must reapply for the alcohol license.

Ms. Kate Hilliard, 1324 N. Armstrong, University Baptist Church, commented that she is protesting the hard liquor license. She further stated that much of this is due to spiritual support for the community that the city already has a lot of people drinking themselves to sickness and death. She further stated that there is currently a lot of domestic abuse that is aggravated by alcohol and drugs. She also stated that there is a lot of college activity with alcohol so rates on planned pregnancy, as she was a volunteer with the Pregnancy Center for a few years, and the number one thing that leads to unwanted pregnancies is liquor. Ms. Hilliard further commented that being so close to the campus, allowing for more underage drinking, illegal purchase of alcohol for those under the age of 21 is already occurring. This will only create more access exasperating the problems that do occur in our community. She further stated that there is quite a bit of litter when it comes to beer cans and glass bottles with other places that sell hard liquor.

Mayor Fugate announced that this is a public hearing and if anyone would like to speak on behalf of this item may do so now with a five-minute time limit. Additional time cannot be extended by City Commission.

There being no further comments Mayor Fugate closed this public hearing at 5:07 P.M.

### **III. Reports from Commission & Staff.<sup>2</sup>**

*"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, Condemnation Update, 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; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Health Department, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water, And Wastewater Rate Study Presentation, Golf Course, Library Summer Programs, Grants Update. No formal action can be taken on these items at this time."*

Mr. Mark McLaughlin, City Manager reported that staff attended the TML Annual Conference in Houston last week. He further thanked Mrs. Tanya Colin, Administrative Assistant to the Engineering Department for decorating around City Hall for Domestic Violence Awareness month. Mr. McLaughlin further reported that sales tax figures for October were released today with city at \$43,000 higher than what was projected and having the coming in at \$466,000 which keeps us on pace with this fiscal year with all accrued at about \$5.7 million with us budgeting \$5.1 million. Mr. McLaughlin further reported that he is working with Mr. Uche Echeozo, Director of Planning & Development Services, and looking at a couple of issues with 8<sup>th</sup> Street and Kleberg Avenue. The plan is to remove the two Oak Trees located near the Texas Theatre and the other across the street. Both planters are broken due to the size of the trees, and both are located halfway out to the street. He further stated that on 8<sup>th</sup> Street and Kleberg there are two new planters on the east side towards the KA Childs building, but on the west side, the two that are located down the street will be removed and get the Oak Trees out and rebuild the round

planters to make them symmetric on all four corners and have Keep Kingsville Beautiful to look into placing something there to where it will not lift the concrete over time.

Mayor Fugate commented that the project on 7<sup>th</sup> Street is moving very slow and would like for staff to look into it and see if the project can be moved along.

Commissioner Torres commented that today marks the 21<sup>st</sup> Anniversary of the bombing of the U.S.S. Cole caused the passing of Mr. Ronchester M. Santiago, US Navy who is a Kingsville native.

Ms. Courtney Alvarez, City Attorney reported that the next City Commission meeting is scheduled for Monday, October 25<sup>th</sup>. The deadline for staff to submit their agenda items for this meeting by Friday, October 15, 2021.

#### **IV. Public Comment on Agenda Items.<sup>3</sup>**

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

Mr. Al Garcia, 1125 W. Henrietta, Kingsville, TX commented that he would like to comment about agenda item 22, flags being displayed in the downtown area. He commented that it is very important to have it continued. He further stated that it is his understanding that the VFW use to do this years ago and have more than 40 flags that are in 4x6 size with poles to go along with them. They used to display them along the sidewalk along the downtown area but then got away from that. He further stated that we need to do this again and be patriotic and need the community to support them in this effort. Mr. Garcia further commented that it is beautiful to see a row of flags with red, white & blue and think that if the Commission allows the project to continue and go along with that, it would be a great asset for the city especially during the holiday such as Veteran's Day and 4<sup>th</sup> of July and any other event that might warrant the displaying of the flags.

#### **V.**

##### **Consent Agenda**

##### **Notice to the Public**

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##### **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 Lopez to approve the consent agenda as presented, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa, Fugate voting "FOR".**

**1. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 budget to accept and expend donations from Brookshire Foundation and Bright Star Child Development Center for recreation programs. (Parks Director).**

- 2. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 budget to accept and expend funds from the 2022 Local Border Star Security Program for personnel costs. (Police Chief).**
- 3. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 budget to cover the bond issuance costs on the four Texas Water Development Board projects with cash match funds transferred in for this purpose. (Finance Director).**
- 4. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 budget to accept and expend the reimbursement from TxDOT for the City's share of the US 77 Utilities Relocation Project. (Finance Director).**
- 5. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 budget to cover FEMA COVID additional funding for eligible items. (Finance Director).**
- 6. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 budget to cover the 2021 bond refunding transaction. (Finance Director).**
- 7. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 budget to cover the final expenditures on Tx. CDBG #7218269. (Finance Director).**
- 8. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 budget to cover negative line items for the Economic Development Fund 098 for the end of year salary accrual and an additional incentive agreement payment for Marshalls. (Finance Director).**
- 9. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 budget to cover overage on the equipment purchased with grant funds received from the SWB Rural and Tribal Assistance Grant. (Finance Director).**
- 10. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 budget to cover overage on motor gas and oil for the Solid Waste Management Department. (Finance Director).**
- 11. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 budget to cover the Incentive Agreement payments for Chick-fil-a for April through September. (Finance Director).**

## **REGULAR AGENDA**

### **CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:**

#### **VI. Items for consideration by Commissioners.<sup>4</sup>**

**12. Consider an alcohol variance for a Wine and Malt Beverage Retailer's Off-Premise Permit (BQ) for the establishment known as Javelina Mart located at 1202 N. Armstrong St., Kingsville, Texas. (Director of Planning and Development Services).**

Commissioner Alvarez asked if this was a hard liquor license?

Mayor Fugate responded that it's only for beer. He further stated that he appreciates the comments but there are so many other places in Kingsville that you can purchase alcoholic beverages and penalize this applicant would be onerous.

**Motion made by Commission Hinojosa to approve the alcohol variance for a Wine and Malt Beverage Retailer's Off-Premise Permit (BQ) for the establishment**



**known as Javelina Mart located at 1202 N. Armstrong St., Kingsville, Texas, seconded by Commissioner Lopez.**

Commissioner Torres commented that both stores at the end of Armstrong sell beer as well.

Mayor Fugate stated that there is one on Corral and Armstrong, Armstrong and King Street, as well as the Country Lua and other locations near the University and around the city that all sell alcoholic beverages. Fugate further stated that to not approve this alcohol variance with all the other stores that sell alcohol, would be considered signaling them out. He further stated that he understands that there is a problem with domestic violence but doesn't think it is fair to blame this establishment.

Commissioner Alvarez commented that this establishment has been there for years and has sold alcoholic beverages for years.

**The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".**

**13. Consider final passage of an ordinance amending the zoning ordinance by granting a Special Use Permit for New or Reconditioned Auto Parts, Indoors use in C2 (Retail District) at 1911 S. Brahma Blvd., Kingsville, Texas, also known as Andrews 1, Lot South 90' A. (Director of Planning & Development Services).**

Mayor Fugate stated that this is not the corner store but the building right next to it on Brahma Blvd. and Ailsie.

Ms. Alvarez commented that the reason this item was pulled from the consent agenda was that initially, the applicant had not intended to do any type of installations as per what the Planning Director stated to her. Even though the applicant did not want to say no, he didn't know it was available, so the Planning & Zoning Commission took it upon themselves to say no maintenance on sight. Since the applicant has taken possession of the property, he found out that there was a bay where he could do some of the installation of the items he will be selling. One of the special conditions that are included in this ordinance indicates that only sales may occur on sight and not installations or repairs. The applicant would now like to be able to do the installation of the items that he will be selling on sight since becoming aware that there is a bay that would allow him to do installations.

Mr. McLaughlin commented that as we don't allow mechanic work to be done outdoors, it would need to be done indoors. Now that the applicant is aware that he has an indoor space he would like to do installation of the items he will be selling.

Mayor Fugate commented that he remembers that bay area being used for a tire store back in the days.

Ms. Alvarez commented that the Commission would need to agree so that staff can remove the condition from the special condition section of the ordinance if the Commission was going to allow the applicant to use the bay for that purpose.

**Motion made by Commissioner Alvarez to approve the final passage of an ordinance amending the zoning ordinance by granting a Special Use Permit for New or Reconditioned Auto Parts, Indoors use in C2 (Retail District) at 1911 S. Brahma Blvd., Kingsville, Texas, also known as Andrews 1, Lot South 90' A and removing the condition under Section 2 Subpart 4 of the ordinance which read "Only sales may occur on sight and not installation or repairs", seconded by**

Commissioner Lopez. The motion was passed and approved by the following vote: Torres, Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

**14. Consider final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to Sims 3, Block 3, Lot 35, 36, also known as 920 E. Ave. D, Kingsville, Texas from C4 (Commercial District) to R1 (Single-Family Residential District). (Director of Planning & Development Services).**

Commissioner Alvarez asked if the Commission votes on this item would it be considered spot zoning?

Ms. Alvarez responded that for the spot zoning it wouldn't have to be that the use is not compatible with the surrounding uses. The applicant has a residential use, and the surrounding uses are also residential, none of them are zoned for residential use, they are all zoned C4. Alvarez further stated that it is likely that the houses were built either knowing that they were C4 or built subsequently zoned C4. She further stated that the issue this applicant has is that the applicant has this grant to raise their house and rebuild it and they can't get a permit to do that because the current zoning of C4 which doesn't allow for residences, which is why the applicant is requesting a rezone. Ms. Alvarez further commented that at the last Commission meeting, it was recommended to staff to look at the surrounding properties as they are in a similar predicament and if something were to happen and they needed to do anything like this, they would be encountering the same problem. She further stated that it is better to rezone the properties consistent with their uses.

Commissioner Alvarez asked if this is something that needs to be placed on the agenda or is it being done automatically?

Ms. Alvarez responded that staff could begin the process of doing a rezone to make those uses compatible with the zoning.

Commissioner Torres asked if this is to be done, how long will it take where the city will keep the citizen from utilizing the grant. She further commented that she is aware that they only have a certain amount of time to use the grant.

Ms. Alvarez responded that she is not aware of the specifics of their grant, but the Commission can move forward on this rezone then come back at a later time and do the ones that surround this property.

**Motion made by Commissioner Torres and Commissioner Lopez to approve final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to Sims 3, Block 3, Lot 35, 36, also known as 920 E. Ave. D, Kingsville, Texas from C4 (Commercial District) to R1 (Single-Family Residential District), seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".**

**15. Consider a resolution authorizing the City to submit an application to the State Defense Economic Adjustment Assistance Grant Program for the purpose of requesting grant funding for the fire rescue truck facility at NAS Kingsville. (City Manager).**

Mr. McLaughlin stated that this is a DEAGG and these grants need to be applied for by the City to build resilience with a military installation. He further stated that the Texas Military Preparedness Commission uses about \$15 million and distributes it out based on the applications they receive. They are looking for an amount of 50/50 match from

the city and Navy or whatever the entity may be. McLaughlin further stated that the city has been successful in receiving DEAGG's on property procurement to protect the clear zones around the installation but not so successful in buildings. He further stated that this agenda item and the one to follow addresses two building issues at the installation, first is for NAS Kingsville Fire Department where they have Aircraft Rescue Firefighting Vehicles (ARFF) that are on hold due to the inability to store them safely on the installation. This project improves the overall facility for NAS Kingsville which also has a mutual aid agreement with the city. Mr. McLaughlin further stated that what is being proposed is \$50,000 or more paid for from the DEAGG Fund (Fund 84) as there is \$970,000 in this fund. The Navy will provide \$100,000 of in-kind services and the DEAGG Grant application is requesting the remaining \$3.4 million in the form of a grant. The total project cost is \$3.5 million.

Mayor Fugate asked what the cost was for the total project?

Mr. McLaughlin responded that the total project cost is \$3,550,000. He further stated that there have been projects that TMPC has awarded that did not meet the 50/50 match if they felt it was important for the installation. Mr. McLaughlin stated that this item and the next agenda item are two important projects that the Navy came up with for this grant.

Mayor Fugate asked Mr. McLaughlin how much more can the city spend on this project?

Mr. McLaughlin responded that he would recommend going from \$50,000 to \$250,000 for each project.

Mayor Fugate asked where this money would be coming from? Mr. McLaughlin responded that there is \$970,000 in the DEAGG grant at this time, in a fund set up just for DEAGG.

Commissioner Alvarez asked if this money was designated for other projects? Mr. McLaughlin stated that the fund is DEAGG and Wastewater which can be used for several things. He further stated that one of the project ideas was to use it for Wastewater Study which will be done by Garver which can be paid with ARPA money.

Ms. Alvarez commented that if the Commission wants to go with the new recommendation, a motion can be made to approve the resolution with the city's contribution of \$250,000.

Commissioner Hinojosa asked if there is a time limit that the city would need to spend the \$900,000. Both Mr. McLaughlin and Ms. Alvarez stated that there is no time limit.

**Motion made by Commissioner Lopez to approve the resolution authorizing the city to submit an application to the State Defense Economic Adjustment Assistance Grant Program for the purpose of requesting grant funding for the fire rescue truck facility at NAS Kingsville with staff's recommendation of a cash match from the city of \$250,000.00, seconded by Commissioner Hinojosa.**

Commissioner Torres asked when was the last time the truck facility had been updated or maintained?

Mr. Glenn Jones, NAS Kingsville Liaison stated that he does not have that information at this time but can look into it and get back to the Commission or staff with that information.

Mr. McLaughlin stated that they had updated it when he was the Commander of NAS Kingsville which was all interior work that was done. He further stated that the building was from the 1960's and needs updating.

**The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa, Fugate voting "FOR".**

**16. Consider a resolution authorizing the City to submit an application to the State Defense Economic Adjustment Assistance Grant Program for the purpose of requesting grant funding for a new Pass and Tag Facility at NAS Kingsville. (City Manager).**

Mr. McLaughlin stated that this is for the relocation of the Pass and Tag Office from their current location inside the installation to the entry control point of the installation. Moving the Pass and Tag functions to the main front gate will alleviate the need to escort persons from the entry control point to the Pass and Tag Office. This will also promote Kingsville citizen participation and usage of the NAS Kingsville Bowling Center as it is now open to the public. The public would still need to have a background check by the Navy and purchase an MWR Card for a fee of \$25 annually.

Ms. Alvarez commented that both projects would enhance the sustainability of the base as it has always been a primary goal of the city, to maintain its success and to try and avoid BRAC Closure or similar type assessments.

**Motion made by Commissioner Torres to approve the resolution authorizing the City to submit an application to the State Defense Economic Adjustment Assistance Grant Program for the purpose of requesting grant funding for a new Pass and Tag Facility at NAS Kingsville with staff's recommendation of a cash match from the city of \$250,000.00, seconded by Commissioner Lopez.**

**17. Consider a resolution authorizing application to and acceptance of FEMA-DR-4586 (Texas Winter Storm) for infrastructure improvements; authorizing the City Manager to act on the City's behalf with such program. (City Engineer).**

Mr. Rudy Mora, City Engineer stated that the purpose of submitting the eight grant applications is to receive 75% federal assistance from FEMA regarding the Texas Winter Storm. He further stated that the application deadline is November 5, 2021. Basic program information, 75% federal and 25% local match, project cap \$241,860, competitive statewide, and priority given to areas under a disaster declaration. The following are capital improvement projects for water, groundwater production, wastewater, and drainage improvements. Most of the projects are part of the city's Capital Improvements Plan for fiscal year 21-23. Mr. Mora stated that this is a great opportunity to receive federal funding on a few of the city's pending infrastructure improvements. The projects will be funded by the following funds: Fund 068 CO Series 2013 for \$120,105 and Fund 051 Utility Fund for \$364,930. Mr. Mora stated that it is staff's recommendation to submit grant applications for all eight projects.

Commissioner Hinojosa asked if the city has the money for this? Mrs. Deborah Balli responded yes.

Commissioner Alvarez asked if this covers water meters? Ms. Alvarez responded yes, but not covered by the grant.

**Motion made by Commissioner Lopez to approve the resolution authorizing application to and acceptance of FEMA-DR-4586 (Texas Winter Storm) for infrastructure improvements; authorizing the City Manager to act on the City's behalf with such program, seconded by Commissioner Alvarez and Commissioner Hinojosa. The motion was passed and approved by the following vote: Torres, Hinojosa, Alvarez, Lopez, Fugate voting "FOR".**

**18. Consider a resolution authorizing the Mayor to execute the Standard Form Agreements between the City and Etech Construction Inc. for Phase I and Phase II of City-Wide Misc. Concrete and Drainage System Improvements. (Bid #21-11). (City Engineer).**

Mr. Mora stated that this project was awarded on August 23, 2021, to Etech Construction, Inc. Having the total project in one contract makes the total project cost exceed the Contractor's bonding capacity. He further stated that he is proposing to have the project broken up into two phases with a contract for each phase. Phase I and II equals \$597,808.70 which is what was previously awarded. Phase II will be initiated once the contractor has successfully completed Phase I. The same work will be done for the same total price as awarded in August under the same terms and conditions for each of the two phases of work. Etech has completed several projects in the city and the city looks forward to working with them on another project.

Ms. Alvarez commented that the Commission had previously awarded the bid to them, but initially, staff looked into putting everything into one contract with this being the same contract terminology and contract price. She further stated that it will be broken up into two phases with the first phase being done and completed then the second phase/contract would be initiated.

**Motion made by Commissioner Torres to approve the resolution authorizing the Mayor to execute the Standard Form Agreements between the City and Etech Construction Inc. for Phase I and Phase II of City-Wide Misc. Concrete and Drainage System Improvements, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".**

**19. Consider a resolution amending the City of Kingsville Travel Policy. (Finance Director).**

Mrs. Deborah Balli, Finance Director stated that this is an update to the city's current travel policy.

Ms. Alvarez stated that she recommends, for clarification, that additional wording be added to page 9, paragraph 4 to read as followed, If the traveler does not submit a travel advance and does not submit meal receipts, the traveler will not receive any meal reimbursement.

**Motion made by Commissioner Hinojosa to approve the resolution amending the City of Kingsville Travel Policy and as amended to include additional wording to page 9, paragraph 4 of the travel policy to read "If the traveler does not submit a travel advance and does not submit meal receipts, the traveler will not receive any meal reimbursement" as recommended by staff, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa, Fugate voting "FOR".**

**20. Consider a resolution amending the City of Kingsville Administrative Policy No.731-Flex Leave to provide for additional hours during an employee's birth month. (Human Resources).**

Ms. Alvarez stated that the version of the Flex Leave Policy that was brought to the Commission back in September 2021 granting 4 hours of flex leave time to full-time employees and 2 hours of flex leave time to part-time employees for their birthday did not include certain language stating when employees would receive these hours. New language added to the policy now reads that the employee will receive flex leave hours during their birthday month.

**Motion made by Commissioner Alvarez to approve the resolution amending the City of Kingsville Administrative Policy No.731-Flex Leave to provide for additional hours during an employee's birth month, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".**

**21. Consider a resolution nominating certain person(s) as candidate(s) for election to the Board of Directors for the Kleberg County Appraisal District. (Commissioner Torres).**

**Motion made by Commissioner Torres to nominate City Commissioner Norma Alvarez to the Kleberg County Appraisal District...**

Mayor Fugate asked for a second to Commission Torres's motion.

Commissioner Alvarez commented that this is just for the ballot and asked if this was just to have her name placed on the ballot.

Commissioner Torres responded yes and further commented consider the resolution nominating Norma Alvarez as a candidate for the election to the Board of Directors for the Kleberg County Appraisal District.

Mayor Fugate called for a second to Commissioner Torres's motion.

Commissioner Alvarez asked if she could second the motion?

Ms. Alvarez responded that there isn't anything that necessarily prohibits that as it is not a compensated position or anything that would necessarily have a conflict of interest.

**The motion was seconded by Commissioner Alvarez.**

Mayor Fugate commented that this is something that he has struggled with back and forth for quite some time. He further commented that he has never seen the city have two people on the, even though you can, we never do it as the city barely has enough votes to one person on there. Mayor Fugate further stated that he is not sure how this is going to work, and he doesn't want to jeopardize the city's opportunity to have somebody representing the city. He also stated that whether you like it or not it is something that he has looked at long and hard and his vote tonight will be what he believes is in the best interest of the city.

Commissioner Torres commented that she has read up on this and looked upon it and asked questions about this because she thought, not to take away but from what she understands, other entities can also give the city or give the vote to a particular person if they see that name on the ballot and agree with it. She also stated that there is a

chance that even having one person on the ballot, that person may not get chosen either. She further stated that she can't see why the city wouldn't be able to nominate a second person, we are still taking a chance, and either way, it will be up for grabs.

Commissioner Alvarez commented that the person that the Commission put on there first, the Commission still has the right when it comes to voting, the Commission can still vote for that person the three other Commissioners.

Commissioner Hinojosa commented that we don't know if the other entities will give the city any of their votes. He further commented that he would rather have one candidate.

Mayor Fugate commented that he is trying to understand the reasoning and the rationale for this. He is having a hard time, what's in the best interest of the city? We have one candidate that was already approved, and he doesn't want to jeopardize his ability to get on this Board. Mayor Fugate further stated that he would like to touch on this lightly, as Mayor, he has seen this last year's problems with the Appraisal Board/District and the average citizens, people that own property in this town/community see the problems we have. He further stated that he knows that by law we can't address any of the people that work there, but that doesn't deprive us of the opportunity of putting somebody on there that is going to make these people accountable, which is what he is interested in. Mayor Fugate further stated that he can give so many different examples of property that was just appraised out and made absolutely no sense. Fugate further stated that there are issues in that agency that need to be addressed. Fugate also stated that as Mayor and a member of this Commission, he sees that there is a problem there that needs to be addressed.

Commissioner Alvarez asked if what the mayor was saying was that this other person, will address it, he/she or whoever.

Mayor Fugate responded that he doesn't know if that person will address or not as he has not talked to him or had any communication with him, but he knows that we probably have a better chance. He further stated that this is near and dear to every citizen, any of the taxpayers in this community. He further stated that he could give some examples if needed.

Commissioner Torres commented that she feels that Commissioner Alvarez would speak up also if she was sitting on that Board and make sure that what's coming before her is for the betterment of our citizens, just as she is sitting as City Commissioner. Torres further commented that the reason for that is that she believes that she can make sure that she voices the citizen's concerns, not only on this level but also regarding our taxes.

Mayor Fugate commented that he can appreciate that, and Commissioner Alvarez does good work for the City of Kingsville and is his friend, but one of the things that hold him back is that he has appointed a lot of different people to different boards through the years and have been involved with people being appointed to boards. He further commented that he has never seen so much interest in this and it bothers him.

**Motion made failed by a 2-3 vote with Alvarez and Torres voting "FOR". Lopez, Hinojosa, Fugate voting "AGAINST".**

Commissioner Hinojosa asked if a vote is needed? Ms. Alvarez responded that the prior resolution would still stand. She further stated that the ballot should be completed by the end of this week and within the next few weeks all the taxing entities should be

receiving a new packet with the names of all the nominees, then each entity can decide how they would like to cast their allotted votes for the individuals on the ballot.

## **22. Discussion on flags downtown. (Commissioner Torres).**

Mr. McLaughlin stated that at the last Commission meeting he was asked to bring back a report on the flags for downtown. He stated that the memorandum given to the Commission explains the options he would like to mention regarding flags displayed downtown. After some discussion with staff, what we have at this time between 6<sup>th</sup> and 7<sup>th</sup> Street on both sides of Kleberg are 22 holes drilled in the cement. These holes are not uniformed in size with some filled in concrete and others are mounded over. He further stated that after looking closer at the sidewalks in the downtown area he became more alarmed about the condition of the sidewalk as well as all the holes and what would be the liability of drilling more holes and more sidewalk between 7<sup>th</sup> and 8<sup>th</sup> Street. He further stated that the other thing that impressed him is, as he is against the drilling of holes, when you look at where some of the holes are located on the sidewalk, you can see where the drainage is getting underneath and where it has collapsed some of the sidewalks. He further stated that the options were to drill new holes and clean out the existing ones between 6<sup>th</sup> Street and 7<sup>th</sup> Street then have to do it all over again when the city has to build new sidewalks or another option, option 2 would be to get with flag holders.

Mr. McLaughlin went over some pictures of the holes located on the sidewalk of downtown showing how distorted and uneven these holes are. He further stated that most of the holes the VFW was trying to use for the flags are spaced about every 12 paces, but not being consistent. Mr. McLaughlin stated that after a discussion with the City Attorney, the best decision, since it's the city right-of-way and easement, we should reduce the trip hazards and not increase them and go with a steel flag holder that filled with sand would weigh about 130 pounds. If it is filled with water the flag holders will be around 100 pounds each so they will not get blown over. Mr. McLaughlin stated that he also liked the heavyweight style and look nice, and no one will be able to pick them up and take them.

Mayor Fugate commented that if this is what the city is going to do, we need to place them out early and pick them up late.

Mr. McLaughlin stated that it is his recommendation is to go with the flag holders.

Commissioner Torres asked who would be placing the flagpole holders with the water and the sand and who would pick them up?

Mr. McLaughlin responded that city crews would be placing them down.

Mayor Fugate commented that these individuals have been doing this for years. He further stated that city crews can place the flagpole holders.

Mr. McLaughlin responded that this was what he was saying, city crews would place the holders only. Since they are the city's flagpole holders and on city right-of-way, city crews will place them down to reduce the number of trip hazards and have them evenly spaced out.

Mayor Fugate asked if the Veterans would put their flags out?

Mr. McLaughlin responded yes. He also stated that a defined schedule would need to be worked out as some of the holidays fall on the weekend. Mr. McLaughlin further



stated that this is his recommendation. It will cost the city about \$10,000 to get the flagpole holders.

Commissioner Torres asked if this is a temporary issue and once the sidewalks are rebuilt, the city will put holes on the new sidewalk.

Mr. McLaughlin responded no and has no intentions of putting any holes on any sidewalk.

Commissioner Torres asked if the pole stands, how tall can the flag be and stated that she has a reason for this.

Mr. McLaughlin stated that the website for the flag holders they don't define excessive winds. They say to reduce the flag height to less than 15 feet, which he thinks that these flag holders are designed to hold flags taller than 15 feet. He further stated that some of the buildings located downtown have awnings so he would not place these on the street. He further stated that the issue also is that the flagpole holders are 10 inches tall and 24 inches around on the base.

Commissioner Torres stated that the flags they have are 9 ½ feet by 1 ¼. She further stated that when they put the flags out in the ground, they use a thick type of iron cast pole that holds it into the ground, and even with that they have to be careful with the wind as there have been times where the wind pulls the whole thing off. She further stated that they never had the problem when placed in the holes that are in the sidewalks. Torres further stated that one of the other things is that this would cause a problem as she has seen so many of these things that she doesn't even feel comfortable utilizing any of these items. She further stated that what they had before, which she still doesn't understand, because the city has the cost at \$4,000 for labor and materials for punching the holes.

Mr. McLaughlin commented that it is assuming that they have the metal pole bases. He further stated that the city would need to drill holes in the current sidewalk...

Commissioner Torres commented than \$10,000 for option 2.

Mr. McLaughlin responded yes, which doesn't include drilling holes in the new sidewalks.

Commissioner Torres commented that it is cheaper for the city to maintain and put the holes on the sidewalks than it is to do option 2 with the stands. She further commented that if cost is the issue, that is the part she doesn't understand.

Mayor Fugate commented that what staff is missing is that these holes are dangerous to someone getting a shoe heel stuck in a hole or someone trip on one.

Commissioner Torres asked how many times has the city had an accident in the past 25 years regarding the holes?

Mr. McLaughlin responded that he had no idea. He further stated that whether we do or not, if we allow that it will put the city in a riskier position. He further stated that the flag holders were a good compromise, and they are of good quality.

Commissioner Alvarez asked if staff could order one flag holder so that it can be tried out with the VFW Flag before ordering all of them?

Mr. McLaughlin responded yes, but the risk is that if the city likes it, how will it get done for Veteran's Day on November 11<sup>th</sup>.

Commissioner Torres asked that if option 2 is done, is the risk still going to be there with the holes in the sidewalk?

Mr. McLaughlin responded no because as soon as these are removed, there is no trip hazard as he plans on filling in all the holes on the sidewalks.

Commissioner Torres then referred to the pictures that were handed out with the options being offered. She further stated that the holes will be filled but there will still be a trip hazard around it.

Mr. McLaughlin responded that there is only so much he can do until he gets new sidewalks. He is trying to remove as much of the liability and limit it as much as he can. He further stated that besides the holes, the entire sidewalk is in bad condition. It's not the holes alone that present the problem, it's the whole sidewalk that has some issues.

Mayor Fugate commented that there is something that tells you what you can and can't do with sidewalks and whether you can place a hole in one. There has to be some industry standard on that. Fugate commented that this can't be a problem of first impression, there have to be others that have had this problem and he would like to know how they handled it.

Commissioner Torres commented that with the pole stands, depending on how and where they are placed, someone can bump into it and break their toe or break a leg from it, it would still be a liability.

Ms. Alvarez commented that this is a much more obvious and you look to contribute towards negligence, how obvious was the hazard, and did you have an awareness or ability to avoid it. She further commented that you would be more likely to see something that is large and high rather than something lower to the ground and blends in.

Commissioner Hinojosa asked if it was up to the City Manager to do what is best for the city? Let the City Manager decide what is best for the city and allow him to move forward.

Commissioner Torres asked if the Commission also votes for what the City Manager can and cannot do? Does he make any decision he wants and that's that?

Ms. Alvarez commented that we approve ordinances, resolutions, policies, contracts, and award bids. Under the City Charter, the day-to-day operations would be left up to the City Manager. If the City Commission has expressed an interest in maintaining a policy-making part of the city's easement available for flags in the downtown area on designated holidays, the City Manager is working on solutions to make that happen.

Mayor Fugate asked what is going to be done for Veteran's Day. He further commented that it is important to get something up for November 11<sup>th</sup>.

Commissioner Alvarez asked if staff has looked into placing them on the walls of the businesses in the downtown area.

Ms. Alvarez responded that it's not city property and could bring other issues and the need for releases before the city could drill and attach anything to someone else's property.

Commissioner Hinojosa commented that something needs to be done and it should be left to the City Manager to do what's best for the city.

**VI. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 6:15 P.M.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, TRMC, CMC, City Secretary

# **CONSENT AGENDA**

# **AGENDA ITEM #1**



## CITY OF KINGSVILLE LEGAL DEPARTMENT

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

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Date: October 4, 2021

To: City Commission Members

From: Courtney Alvarez, City Attorney

Re: ERCOT Membership Renewal

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**AGENDA ITEM:** Consider joining the Electric Reliability Council of Texas ("ERCOT") for 2022.

**ISSUE:** The City received notice that the ERCOT membership applications for 2022 are due by November 12, 2021, and it has been recommended that we join to give cities greater representation in ERCOT and on ERCOT's policy-making boards.

**BACKGROUND:** The City has been a member of ERCOT each year since 2009. ERCOT has begun accepting membership applications for 2022. In order to vote in the upcoming ERCOT elections, our city must be a member of ERCOT by November 12, 2021.

Since 2008, cities succeeded in placing city representatives on ERCOT's Board of Directors and on the Technical Advisory Committee due to their strong presence at ERCOT. ERCOT is an important arena in the effort to ensure that electricity rates in the deregulated Texas market are reasonable and stable. ERCOT membership is a straightforward way to influence electric market policy and costs \$100 to join. Membership in ERCOT gives the consumer presence greater clout at ERCOT and allows us to vote for city representatives to serve on ERCOT's most important policy-making bodies.

**REQUIRED COMMISSION ACTION:** Authorize staff to submit an application to join ERCOT for 2022 that includes payment of a \$100 membership fee.

**FUNDING:** Funds are available in the General Fund-City Special account.

**CONCLUSION & RECOMMENDATION:** Authorize staff to submit an application to join ERCOT for 2022.



**ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.  
MEMBERSHIP APPLICATION AND AGREEMENT FOR MEMBERSHIP YEAR 2022**

This Membership Application and Agreement for Membership Year 2022 (Agreement) is made and entered into by and between Electric Reliability Council of Texas, Inc. (ERCOT) and City of Kingsville, Texas (Applicant). In consideration of the mutual covenants contained herein Applicant hereby submits its application for ERCOT Membership (Membership) and agrees to be bound by the obligations of Membership as further described herein and the ERCOT Bylaws. ERCOT will review this application and will provide Member services and benefits described herein, subject to the terms and conditions of this Agreement and the ERCOT Bylaws, provided that Applicant meets the requirements to become an ERCOT Member (Member). This Agreement shall be effective as of the date that ERCOT provides written notice approving this application for Membership Year 2022 (Effective Date).

Capitalized terms that are not defined in this Agreement shall have the meaning as defined in the ERCOT Bylaws, as amended from time to time.

**A. Membership Application Information.**

**1. Legal Name of Applicant.**

Provide full corporate name and, if applicable, assumed "doing business as" name, of Applicant applying for Membership.

City of Kingsville, Texas

**2. Type of Membership.**

Select **ONE** of three available types of Membership below (that is, Corporate, Associate or Adjunct).

Members who are Affiliates (as defined in the ERCOT Bylaws) may hold only one Corporate Membership among such Members.

Other applicants applying for additional ERCOT Memberships, such as an Associate Membership, must use a separate Agreement for each Membership.

The applicable Annual Member Dues listed below for each Membership type provide Corporate Members with voting rights pursuant to the ERCOT Bylaws and entitle Members to services ERCOT provides such as hosting ERCOT meetings, providing Members with necessary information and such other Member services as ERCOT may from time-to-time offer.

☒ **Corporate.** Voting. \$2,000 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$100 per Membership Year). Corporate Membership includes the right to vote on matters submitted to the general Membership, such as election of Technical Advisory Committee (TAC) Representatives and TAC subcommittee representatives, and amendments to the Certificate of Formation (formerly known as the Articles of Incorporation) and the ERCOT Bylaws.

☐ **Associate.** Non-voting. \$500 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$50 per year). Associate Membership does not provide any voting rights for matters submitted to the general Membership. However, an Associate Member may be elected by Corporate Members to serve as a voting member of TAC or a TAC subcommittee.

☐ **Adjunct.** Non-voting. \$500 per Membership Year. Applicants not meeting the Segment requirements for Membership may join as Adjunct Members upon Board of Directors approval. Adjunct Membership does not provide any voting rights for matters submitted to the general Membership nor any right to be elected or appointed to TAC or a TAC subcommittee. Adjunct Members shall be bound by the same obligations as other Members.

### 3. **Payment of Annual Member Dues.**

The applicable Annual Member Dues must be paid and received by ERCOT by the Record Date, as determined pursuant to the ERCOT Bylaws and defined in Section B.3. below, in order for the Member to participate in the elections for the Membership Year 2022. **As a result of the Coronavirus-19 pandemic, ERCOT has reduced staff available onsite to receive, distribute, and manage incoming postal mail, deliveries, faxes on a daily basis. As such, ERCOT requests submission of all Annual Member Dues by wire transfer. ERCOT expects to implement a rule requiring payment by wire prior to the next membership period, in which case this will be the final year payment will be accepted by check. Please contact ERCOT at [membership@ercot.com](mailto:membership@ercot.com) for electronic funds transfer instructions.**



4. **Segment Eligibility.**

Check **ONE** Segment designation, as further described in the ERCOT Bylaws, for which Applicant believes in good faith that Applicant is eligible.

☒ **Consumer.** Any entity meeting the definition for Residential Consumers, Commercial Consumers or Industrial Consumers as set forth in the ERCOT Bylaws.

Check **ONE** Subsegment designation:

☐ **Residential Consumer.** The appointed Board Director representing residential consumer interests, an organization or agency representing the interests of residential consumers in the ERCOT Region, or the Residential Consumer TAC Representative.

☐ **Small Commercial Consumer.** A commercial consumer having a peak demand of 1000 KW or less (or an organization representing such consumers).

☒ **Large Commercial Consumer** A commercial consumer having a peak demand greater than 1000 KW.

☐ **Industrial Consumer.** An industrial consumer with at least one meter with average monthly demand greater than 1 megawatt consumed within the ERCOT Region engaged in an industrial process.

An entity applying for ERCOT membership as a Residential Consumer, Small Commercial Consumer or Large Commercial Consumer is ineligible if that entity has interests in the electric industry in any other capacity than as an end-use consumer or represents the interests of another entity that has interests in the electric industry in any other capacity than as an end-use consumer.

☐ **Cooperative.** An Entity operating in the ERCOT Region that is:

- (i) A corporation organized under Chapter 161 of the Texas Utilities Code or a predecessor statute to Chapter 161 and operating under that chapter;
- (ii) A corporation organized as an electric cooperative in a state other than Texas that has obtained a certificate of authority to conduct affairs in the State of Texas;
- (iii) A cooperative association organized under Chapter 251 of the Texas Business Organizations Code or a predecessor to that statute and operating under that statute; or
- (iv) A River Authority as defined in Tex. Water Code §30.003.

☐ **Independent Generator.** Any entity that is not a Transmission and Distribution Entity (T&D Entity) or an Affiliate of a T&D Entity and that (i) owns or controls generation of at least 10 MW in the ERCOT Region; or (ii) is preparing to operate and control generation of at least 10 MW in the ERCOT Region, and has approval of the appropriate governmental authority, has any necessary real property rights, has given the connecting transmission provider written authorization to proceed with construction and has provided security to the connecting transmission provider.

☐ If Applicant is a Member in the Independent Generator segment for the current Membership Year, check this box to confirm that as of the date of this Application, Applicant and/or one or more Affiliates is registered as a Power Generation Company (PGC) with the Public Utility Commission of Texas (PUCT) with respect to generation of at least 10 MW in the ERCOT Region.

If Applicant is **not** a Member in the Independent Generator segment for the current Membership Year, please include with this Application a copy of PGC registration(s) with the PUCT for Applicant and/or its Affiliates for generation of at least 10 MW in the ERCOT Region.

☐ **Independent Power Marketer.** Any entity that is not a T&D Entity or an Affiliate of a T&D Entity and is registered at the PUCT as a Power Marketer to serve in the ERCOT Region.

☐ **Independent Retail Electric Provider (REP).** Any entity that is certified by the PUCT to serve in the ERCOT Region as a Retail Electric Provider under PURA §39.352 and that is not an Affiliate of a T&D Entity.

☐ **Aggregator.** For purposes of Segment classification, an aggregator may register to participate in this Segment if unable to qualify in any other Segment.

☐ **Investor-Owned Utility.**

- (i) An investor-held, for-profit “electric utility” as defined in PURA §31.002(6) that:
  - (a) Operates within the ERCOT Region;
  - (b) Owns 345 kV interconnected transmission facilities in the ERCOT Region;
  - (c) Owns more than 500 pole miles of transmission facilities in the ERCOT Region; or
  - (d) Is an Affiliate of an entity described in (a), (b) or (c); or
- (ii) A public utility holding company of any such electric utility.

☐ **Municipal.** An entity operating in the ERCOT Region that owns or controls transmission or distribution facilities, owns or controls dispatchable generating facilities, or provides retail electric service and is either:

- (i) A municipally owned utility as defined in PURA §11.003 or
- (ii) A River Authority as defined in Tex. Water Code §30.003.

**5. Identification of Applicant's Designated Representative and Designated Representative Alternate.**

**a. Designated Representative.**

ERCOT requires Applicant to designate an official representative in order for ERCOT to conduct ERCOT's corporate business (that is, for ERCOT to provide notice to each of its Members and for Members to participate and/or vote at Membership meetings, as applicable). Applicant identifies its designated representative for required notices to ERCOT Members, participation in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: Courtney Alvarez  
Title: City Attorney  
Address: P.O. Box 1458  
City, State, Zip: Kingsville, TX 78364  
Phone: (361) 595-8016  
Email: calvarez@cityofkingsville.com

**b. Designated Representative Alternate.**

In the event that ERCOT is unable to contact Applicant's designated representative for any reason after reasonable attempts, Applicant identifies a designated representative alternate to receive required notices to ERCOT Members and to participate in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: Mark McLaughlin  
Title: City Manager  
Address: P.O. Box 1458  
City, State, Zip: Kingsville, TX 78364  
Phone: (361) 595-8002  
Email: mmclaughlin@cityofkingsville.com

6. **Identification of Other Members who are Affiliates of Applicant.**

Applicant identifies other ERCOT Memberships held by Applicant or Affiliates of Applicant, if any (attach extra pages if necessary) as:

(a) Member name: \_\_\_\_\_  
Segment: \_\_\_\_\_

(b) Member name: \_\_\_\_\_  
Segment: \_\_\_\_\_

(c) Member name: \_\_\_\_\_  
Segment: \_\_\_\_\_

**B. Membership Agreement.**

1. **Membership.** Any entity that qualifies for any of the Segment definitions set forth in the ERCOT Bylaws is eligible for Membership. Members must be an organization that either operates in the ERCOT Region or represents consumers within the ERCOT Region as provided in the ERCOT Bylaws. Members may join as a Corporate, Associate or Adjunct Member subject to the criteria set forth in the ERCOT Bylaws. Applicants must apply for Membership through an authorized officer or agent.

2. **Term.** The Membership Year 2022 begins on January 1, 2022, and ends on December 31, 2022. The term of this Agreement begins on the Effective Date and ends on December 31, 2022.

3. **Record Date.** The record date for Membership Year 2022 is Friday, November 12, 2021 (Record Date). Only applicants who have been approved as Corporate Members for Membership Year 2022 as of the Record Date shall be eligible to cast votes at the Annual Membership Meeting on December 14, 2021.

4. **Membership Dues.** Annual Member Dues are provided in the ERCOT Bylaws. Any change in or waiver of Annual Member Dues must be approved pursuant to the procedures set forth in the ERCOT Bylaws. Any change in Member Dues for a particular category of Members shall automatically become effective as to all ERCOT Members without the necessity of amending this Agreement.

All Memberships must be renewed annually. Annual Member Dues renewals shall be due by the Record Date for the annual membership meeting. Annual Member Dues will not be prorated.

Any Applicant may request that the Member's Annual Member Dues be waived for good cause shown.

5. **Application for Membership.** Applicant must submit the following items in order to apply for Membership:

- (i) Payment of the applicable Annual Member Dues;
- (ii) A copy of this Agreement, signed by an authorized representative of Applicant; and
- (iii) For Independent Generator segment applicants that are not Members in the Independent Generator segment for the current Membership Year, a copy of PGC registration(s) with the PUCT for Applicant and/or its Affiliates for generation of at least 10 MW in the ERCOT Region.

**For the reasons stated in Paragraph 3 in connection with the Coronavirus-19 pandemic, ERCOT requests submission of all Annual Member Dues by wire transfer and all signed Applications for Membership by email to [membership@ercot.com](mailto:membership@ercot.com).**

Upon receipt of payment and a signed copy of this Agreement, ERCOT will promptly notify Applicant of Membership status in writing, whether approved or not.

6. **Change of Designated Representative or Designated Representative Alternate.** All ERCOT Members shall maintain current contact information on file with ERCOT for their designated representative and designated representative alternate. An ERCOT Member may change its designated representative or designated representative alternate at any time by written request of a duly authorized representative of the ERCOT Member submitted to the ERCOT Legal Department at [membership@ercot.com](mailto:membership@ercot.com).

7. **Changes in Affiliates.** All ERCOT Members are required to notify ERCOT of any changes in their Affiliates in accordance with the ERCOT Bylaws.

8. **Suspension and Expulsion.** All ERCOT Members shall abide by the ERCOT Bylaws, as they may be amended from time to time, and any other rule or regulation duly adopted by the Board of Directors. Any ERCOT Member who violates any provision of this Agreement, the ERCOT Bylaws, or any other rule or regulation duly adopted by the Board of Directors may be reprimanded, suspended, and/or expelled in accordance with procedures adopted by the Board of Directors or set forth in the ERCOT Bylaws. Such action will affect all entities deriving Membership privileges through such ERCOT Member. Suspension and expulsion are cumulative and non-exclusive remedies that may be pursued against Applicant or any other ERCOT Member in addition to any other remedy available under the Standard Form Market Participant Agreement, any other agreement executed by the ERCOT Member, or any other applicable statutes, laws, rules, or regulations.

9. **Amendment.** This Agreement may be amended, modified, superseded, canceled, renewed, or extended and the terms and conditions hereof may be waived only by a written instrument executed by both parties hereto or, in the case of a waiver, by the party waiving compliance.

10. **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. Parties consent to the exclusive jurisdiction of Texas.

IN WITNESS WHEREOF, Applicant certifies that:

- (i) Applicant meets the requirements for ERCOT Membership in the Segment designated herein;
- (ii) All information provided herein is true and correct to the best of Applicant's knowledge;
- (iii) The signatory for Applicant is a representative authorized by Applicant with authority to bind Applicant contractually; and
- (iv) Through the signature of its authorized representative below, Applicant agrees to be bound by the terms of this Agreement, the ERCOT Bylaws, applicable ERCOT Protocols, and any other requirements duly adopted by the Board of Directors or required by the PUCT or applicable law.

**APPLICANT**

City of Kingsville, Texas

By: \_\_\_\_\_

Printed Name: Courtney Alvarez

Title: City Attorney

Date: 10/26/21

# **REGULAR AGENDA**

## **AGENDA ITEM #2**



**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: October 19, 2021

SUBJECT: Request to Enter into a Memorandum of Understanding between the U.S. Department of Justice, Drug Enforcement Administration and the Kingsville Police Department regarding License Plate Reader Information

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**Summary:**

The police department is requesting to be allowed to enter into an MOU with the U.S. Department of Justice, Drug Enforcement Administration regarding License Plate Reader Information.

**Background:**

The Kingsville Police Department successfully applied for and received funding for a license plate reader in the amount of \$61,150.00 as part of the Southwest Border Rural Law Enforcement Assistance Program. In order to maximize this tool we would request to enter to be allowed to enter into an MOU that establishes the terms and conditions for sharing license plate reader (LPR) information and establishing the terms and conditions for the Parties use and further dissemination of LPR Information.

DEA through the National License Plate Reader Network will be working in conjunction with the KPD LPR's to access and transmit data in near real time.

**Financial Impact:**

This MOU is not an obligation or commitments of funds, nor a basis for transfer of funds. Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to the party's budgetary processes and the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies an appropriation of funds for such expenditures.

**Recommendation:**



**City of Kingsville**  
**Police Department**

We request approval to enter into an MOU with the U.S. Department of Justice, Drug Enforcement Administration regarding License Plate Reader Information.

Thank you for your assistance regarding this matter.



**RESOLUTION #2021-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE POLICE CHIEF TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION AND THE CITY OF KINGSVILLE REGARDING LICENSE PLATE READER INFORMATION; 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 public safety strategies with the public, staff, and community partners;

**WHEREAS**, the City Police Department was recently awarded funding for a license plate reader by the Southwest Border Rural Law Enforcement Assistance Program and would maximize the use of that equipment by having this Memorandum of Understanding (MOU) in place;

**WHEREAS**, the City and the U.S. Department of Justice, Drug Enforcement Administration (DEA) have worked together to prepare the attached MOU regarding license plate reader (LPR) information;

**WHEREAS**, the MOU establishes the terms and conditions for sharing LPR information and establishes the terms and conditions for the parties use and further dissemination of the LPR information;

**WHEREAS**, the parties to this agreement and the citizens they serve benefit from the parties participation in this MOU;

**WHEREAS**, there is no financial impact to the City just by signing the MOU;

**WHEREAS**, this new agreement would supersede any other previous versions of the MOU.

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

I.

**THAT** the City of Kingsville Chief of Police is authorized and directed as an act of the City of Kingsville, Texas to enter into a Memorandum of Understanding between the U.S. Department of Justice, Drug Enforcement Administration and the City of Kingsville for license plate reader information, 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  
25th day of October, 2021.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **National License Plate Reader Program – Data Sharing**

## **MEMORANDUM OF UNDERSTANDING**

between the

**Kingsville Police Department, Kingsville, Texas**

and the

**U.S. Department of Justice, Drug Enforcement Administration**

regarding

### **License Plate Reader Information**

#### **1. PARTIES**

The Parties to this Memorandum of Understanding (MOU) are the City of Kingsville Police Department and the U.S. Department of Justice, Drug Enforcement Administration (DEA), collectively “the Parties.”

#### **2. PURPOSE**

The purpose of this MOU is to support the missions of the Kingsville Police Department and DEA by 1) establishing the terms and conditions for sharing license plate reader (LPR) information and 2) establishing the terms and conditions for the Parties’ use and further dissemination of LPR information.

#### **3. DEFINITIONS**

- 3.1 “License Plate Readers” (LPRs) are devices that capture LPR information regarding vehicles in the vicinity of the LPR.
- 3.2 “LPR information” is information obtained by an LPR. Typically, it includes images of vehicles and license plates, the location at which the vehicle/license plate was photographed, the date and time the images were captured, and identifying information for the LPR itself. It may also include images of the drivers and occupants of the vehicles and passersby.
- 3.3 “The National License Plate Reader Network” (the NLPRN) is a network created and managed by DEA that contains LPR information obtained from LPRs belonging to federal, state, local and tribal law enforcement officials and that is accessed by federal, state, local and tribal law enforcement officials. The network allows law enforcement officials to search LPR information contained within the network.

#### **4. AUTHORITIES**

## **National License Plate Reader Program – Data Sharing**

- 4.1 The Kingsville Police Department is authorized to enter into this MOU pursuant to the Intergovernmental Cooperation Act in Chapter 791 of the Texas Government Code.
- 4.2 DEA is authorized to enter into this MOU pursuant to the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended, 21 U.S.C. § 801 *et seq.* The specific authority for DEA to enter into cooperative agreements for the exchange of information between governmental officials concerning the use and abuse of controlled substances is 21 U.S.C. § 873.

### **5. SHARING AND USE OF LPR INFORMATION**

#### **5.1 The Sharing of LPR Information**

- 5.1.1 The Kingsville Police Department shall provide DEA with LPR information in near real-time. The information shall be transmitted via a method agreed to by both parties, which may include, but is not limited to, VPN, secure Internet connection or approved direct server feed.
- 5.1.2 The Kingsville Police Department if capable, shall tag the LPR information it provides to DEA so that subsequent recipients can ascertain from which agency it originated. If Kingsville Police Department is not capable of tagging the LPR information, DEA will tag the LPR information to indicate which agency it came from.
- 5.1.3 Employees whom Kingsville Police Department sponsors, who apply for access to the NLPRN, and whom DEA authorizes shall be permitted to access LPR information in the NLPRN.
- 5.1.4 DEA and Kingsville Police Department shall provide each other with the name of its point of contact regarding this MOU and update the point of contact if he/she changes.

#### **5.2 The Use of LPR Information**

- 5.2.1 The Kingsville Police Department's use of LPR information from the NLPRN obtained pursuant to this MOU shall be in accordance with applicable law, this MOU, and any Rules of Behavior and training required prior to use of the NLPRN.
- 5.2.2 The Kingsville Police Department's users shall access LPR information in the NLPRN only for the investigation of drug trafficking offenses, money laundering, other crimes, Amber alerts, and silver alerts, and in furtherance of the mission of a traffic stop.

## **National License Plate Reader Program – Data Sharing**

- 5.2.3 The Kingsville Police Department's users shall not take any operational action based solely on LPR information from the NLPRN.
- 5.2.4 The Kingsville Police Department will provide to DEA a quarterly consolidated statistical report describing significant enforcement activities resulting from the utilization of the LPR system. At a minimum, the report will include arrests, drug seizures, and asset seizures, but may be expanded to include other significant enforcement statistical measures. The report will be submitted via email to LPR@usdoj.gov no later than the last calendar day of the fiscal quarter.
- 5.3 The Parties are authorized to disseminate for operational purposes LPR information obtained pursuant to this MOU only in accordance with applicable law, this MOU, and any Rules of Behavior and training required prior to use of the NLPRN.

## **6. FEDERAL AND STATE LAW OPEN RECORDS AND FREEDOM OF INFORMATION REQUESTS**

When Kingsville Police Department receives open records and freedom of information requests for LPR information, Kingsville Police Department shall notify DEA and give DEA an opportunity to review the request to determine whether it has any equities in the requested information. If DEA determines that it has equities in the information, and that the information should not be released, Kingsville Police Department will protect the information to the extent possible consistent with state law.

## **7. INFORMATION SECURITY, RETENTION, AND INTEGRITY**

- 7.1 The Parties agree to maintain administrative, technical, and physical safeguards appropriate to the sensitivity of, and designed to appropriately protect, the LPR information shared under this MOU against loss, theft, and misuse and unauthorized access, disclosure, copying, use, modification, storage, and deletion in accordance with the Federal Information Security Modernization Act, any similar, applicable state statute, and any applicable Privacy Act system of records notice. These safeguards must include audit capabilities that identify the LPR information the Parties disseminated pursuant to section 5.3 of this MOU and a point of contact within the entity that received the LPR information.
- 7.2 LPR information received pursuant to this MOU in the NLPRN will remain available for up to, but no longer than, a 90-day period. If relevant to a DEA investigation or case, LPR information received by DEA pursuant to this MOU may be moved to and maintained in a separate system that is governed by an alternate destruction schedule, in which case that alternate destruction

## **National License Plate Reader Program – Data Sharing**

schedule will be followed. In the event that LPR information is maintained in a federal Privacy Act system or systems of records, or a state equivalent of a federal Privacy Act system or systems of records, the information shall be maintained, shared, and used in accordance with the applicable system of records notice(s) and sections 5.2 and 6 of this MOU.

7.3 Each party shall contact the other party's point of contact to obtain the other party's incident-reporting policy. When there has been or may have been loss, theft, or misuse or unauthorized access, disclosure, copying, use, modification, storage, or deletion of LPR information received pursuant to this MOU, the party discovering the unauthorized activity shall promptly report to, and consult with, the other party in accordance with the reporting party's incident-reporting policy.

7.4 The Point of Contact for the City is Gus Ruiz, KPD, P.O. Box 1458, Kingsville, TX 78364; (361) 593-8880. The Point of Contact for the DEA is Section Chief Eric J. Durante, 11339 SSG Sims St, Fort Bliss, TX 79918; (571) 387-4055.

### **8. COSTS**

This MOU is not an obligation or commitments of funds, nor a basis for transfer of funds. Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to the party's budgetary processes and the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies an appropriation of funds for such expenditures.

### **9. SEVERABILITY**

Nothing in this MOU is intended to conflict with applicable federal or state law, or with the policy of any party. If a provision of this MOU is inconsistent with applicable federal or state law, or with a party's policy, then the party shall immediately so advise the other party, and the Parties shall determine whether the remaining provisions of this MOU shall continue in effect.

### **10. EFFECT ON OTHER AUTHORITIES**

Nothing in this MOU is intended to restrict the authority of any party to act as permitted by law, or to restrict any party from administering or enforcing any law.

### **11. EFFECTIVE DATE**

This MOU will become effective when signed by the representatives of all of the Parties.

### **12. MODIFICATION**



## **National License Plate Reader Program – Data Sharing**

The Parties may jointly agree in writing to modify this MOU.

### **13. TERMINATION**

Any party may terminate this MOU by giving thirty (30) days' written notice to the other party. In the event of termination, all provisions regarding the LPR information obtained pursuant to this MOU shall remain in effect.

### **14. DURATION AND EFFECT OF THE MOU**

The Parties intend to begin cooperation under this MOU upon signature by both Parties. Cooperation is intended to continue for five (5) years unless amended, in writing, by signature of the Parties or terminated, in writing, by either party upon thirty (30) days' written notice to the other party. The Parties agree to review the MOU annually to assess its effectiveness.

### **15. NO PRIVATE RIGHTS CREATED**

This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the United States or any state, against any department, agency, officer, or employee of the United States or any state, against any entity, or against any other person.

### **For the Kingsville Police Department:**

\_\_\_\_\_  
Ricardo Torres  
Chief of Police  
City of Kingsville, TX

Date: \_\_\_\_\_

### **For DEA:**

\_\_\_\_\_  
Paul E. Knierim  
Chief of Intelligence  
Drug Enforcement Administration

Date: \_\_\_\_\_

# **AGENDA ITEM #3**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin/City Manager

FROM: Ricardo Torres, Chief of Police

DATE: October 18, 2021

SUBJECT: Body-Worn Camera Grant Program, FY2022

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**Summary:**

The Kingsville Police Department is requesting a resolution to apply for funds from the FY2022 Body-Worn Camera Grant Program. The purchase will consist of hardware and software to allow for the downloading of camera footage as well as software and hardware to allow for the storage of video from those cameras.

**Background:**

Funds may be used for obtaining body-worn cameras, digital video storage, and retrieval systems or cloud-based services. PSO will not pay for any service or subscription-based support that exceeds the cost prorated to the one-year project period.

Eligible officers. Pursuant to Sec. 1701.652, Occupations Code, grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) who: 1) Engage in traffic or highway patrol or otherwise regularly detain or stop motor vehicles; or 2) Primary responders who respond directly to calls for assistance from the public.

Training. Pursuant to Sec. 1701.656, Occupations Code, a law enforcement agency must provide training to: 1) Peace officers who will wear the body worn cameras. 2) Any other personnel who will come into contact with video and audio data obtained from the use of body worn cameras.

**Financial Impact:**

*We have been awarded a grant from BJA FY 20 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies. 54 FOCUS X1 BODY WORN CAMERA PACKAGE that includes:*

*Grand Total for 54 Coban Focus X1 Body Worn Camera Package \$41,310.00.*



## **City of Kingsville Police Department**

*Funds must be used to purchase body-worn cameras and require a 1:1 match by the grantee, so BJA and the City of Kingsville are funding \$20,655.00 a piece for the cameras. Federal funds shall not be used to pay for data storage costs associated with body-worn camera footage.*

As noted, the above-mentioned grant did not cover any costs for downloading of body camera's nor did it cover any storage for the camera footage. Therefore, we will be applying for hardware and software to allow for the downloading of camera footage as well has software and hardware to allow for the storage of video from those cameras.

This will include the following:

### **From Absolute Communications, Buyboard**

#### **Statement of Work**

- Install 14 AP's Per the map
- Install and configure two switches for the AP's
- Configure the AP's per customer request
- Train customer on Management Cloud system

#### **Cabling Requirements**

- Run (1) data cable run to the existing network IT Rack each AP.
- Additional cabling, if needed, will be priced separately
- Proposal assumes that all cabling is in place and is in working condition.

**Total \$12,567.00**

### **From Safefleet Coban**

- 54 dual band antenna (802.11 A/G/N/AC) @ \$205.00 per antenna = \$11,070.00
- Shipping for 54 & \$7 per = \$378.00

**Total \$11,448.00**

**Great South Texas Corp dba Computer Solutions**  
**DIRHPE4160-HPEDIR-TSO-4160 Exp 10/2/2022**



**City of Kingsville  
Police Department**

- HPE Nimble Intelligent self-managing network attached storage array. With installation and configuration for storage of digital video evidence.

**Total \$110,032.36**

**Grand Total \$134,047.36**

**Requires a 25% cash match or \$33,511.84**

**Recommendation:**

We request approval of a resolution to apply for and accept and expend funding approved through this grant as well as provide the \$33,511.84 cash match.





Office of the Governor, Public Safety Office  
Criminal Justice Division  
Funding Announcement: ***Body-Worn Camera  
Grant Program, FY2022***

## Purpose

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

## Available Funding

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 35 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. PSO expects to make available \$10M for FY2022.

## Eligible Organizations

Applications may be submitted by the Texas Department of Public Safety, municipalities, and counties that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

## Application Process

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see *eGrants User Guide to Creating an Application*, available [here](#).

## Key Dates

Action	Date
Funding Announcement Release	09/01/2021
Online System Opening Date	09/01/2021
Final Date to Submit and Certify an Application	11/30/2021 at 5:00PM CST
Earliest Project Start Date	03/01/2022

## Project Period

Projects must begin on or after 03/01/2022 and may not exceed a 12 month project period.

## Funding Levels

Minimum: None

Maximum: None

Match Requirement: 25%

## Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards (TxGMS), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

## Eligible Activities and Costs

Funds may be used for obtaining body-worn cameras, digital video storage, and retrieval systems or cloud-based services. PSO will not pay for any service or subscription-based support that exceeds the cost prorated to the one-year project period.

## Program-Specific Requirements

**Eligible officers.** Pursuant to Sec. 1701.652, Occupations Code, grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) who:

- 1) Engage in traffic or highway patrol or otherwise regularly detain or stop motor vehicles; or
- 2) Primary responders who respond directly to calls for assistance from the public.

**Policy.** Pursuant to Sec. 1701.655, Occupations Code, a law enforcement agency that receives a grant to provide body worn cameras to its peace officers or that otherwise operates a body worn camera program shall adopt a policy for the use of body worn cameras. The policy must ensure that a body worn camera is activated only for a law enforcement purpose and must include:

- 1) Guidelines for when a peace officer should activate a camera or discontinue a recording currently in progress, considering the need for privacy in certain situations and at certain locations.
- 2) Provisions relating to data retention, including a provision requiring the retention of video for a minimum period of 90 days.
- 3) Provisions relating to storage of video and audio, creation of backup copies of the video and audio, and maintenance of data security.
- 4) Guidelines for public access, through open records requests, to recordings that are public information.
- 5) Provisions entitling an officer to access any recording of an incident involving the officer before the officer is required to make a statement about the incident.
- 6) Procedures for supervisory or internal review.
- 7) The handling and documenting of equipment and malfunctions of equipment.
- 8) Consistent with the Federal Rules of Evidence and Texas Rules of Evidence.

The policy may not require a peace officer to keep a body worn camera activated for the entire period of the officer's shift.

**Training.** Pursuant to Sec. 1701.656, Occupations Code, a law enforcement agency must provide training to:

- 1) Peace officers who will wear the body worn cameras.
- 2) Any other personnel who will come into contact with video and audio data obtained from the use of body worn cameras.

**Reporting.** Pursuant to Sec. 1701.653, Occupations Code, a law enforcement agency shall annually report to the Texas Commission on Law Enforcement (TCOLE) regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

## Eligibility Requirements

1. Local units of government, including counties, municipalities, special districts, school districts, junior college districts, or other political subdivisions of the state, must submit a written certification of the local government's compliance with the cybersecurity training required by Section 2054.5191 of the Texas Government Code. A determination of non-compliance with the cybersecurity training requirements will result in a refund of the original grant award as well as ineligibility of future grant awards until the second anniversary of the date the local government is determined ineligible.
2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. 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 by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.
4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal



aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2022 or the end of the grant period, whichever is later.

5. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
6. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

## Prohibitions

Grant funds may not be used to support the unallowable costs listed in the Guide to Grants or any of the following unallowable costs:

1. Any costs ancillary to the purchase of body-worn cameras, video storage, and retrieval systems or cloud-based services such as policy development, training costs, and staff; and
2. Any other prohibition imposed by federal, state or local law or regulation.

## Selection Process

**Application Screening:** The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

**Peer/Merit Review:** The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor 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.

**Final Decisions:** The Office of the Governor will make all final funding decisions based on eligibility, reasonableness, availability of funding, geographic distribution, cost effectiveness, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

## **Contact Information**

For more information, contact the eGrants help desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov) or (512) 463-1919.



**Great South Texas Corp dba Computer Solutions**  
 14410 Wurzbach Parkway, Suite 175  
 San Antonio, Texas 78216  
 United States  
 www.comsoltx.com  
 (P) 210-369-0300

## Quote (Open)

<b>Date</b> May 21, 2021 02:00 PM CDT	<b>Expiration Date</b> 10/19/2021
<b>Modified Date</b> Oct 18, 2021 03:16 PM CDT	
<b>Quote #</b> 1030320 - rev 1 of 1	
<b>Description</b> (x2) Nimble HF20C's Storage	
<b>SalesRep</b> Jones, David (P) 210-369-0318 (F) 210-369-0389	
<b>Customer Contact</b> Hernandez, Jesus jesus@kingsvillepd.us	

**Customer**  
 City of Kingsville (17397)  
 Hernandez, Jesus  
 400 W King Ave  
 Kingsville, TX 78363  
 United States  
 (P) 361-595-8014

**Bill To**  
 City of Kingsville  
 Payable, Accounts  
 1700 E. King Ave  
 Kingsville, TX 78363  
 United States

**Ship To**  
 City of Kingsville  
 Hernandez, Jesus  
 1700 E. King Ave  
 Kingsville, TX 78363  
 United States

**Contract**  
**Programs:** DIRHPE4160 - HPE  
 DIR-TSO-4160 EXP 10/2/22  
**Certifications:** WBE/SBE/HUB#  
 1942650013800 Exp: 04/26/2022  
**Sales Order Type:** Drop Ship -  
 Ship to customers location

**Customer PO:**




**Terms:**  
 Undefined

**Ship Via:**  
 FedEx Ground

**Special Instructions:**

**Carrier Account #:**

#	Image	Description	Part #	List Price	Qty	Unit Price	Total
1		HPE Nimble Storage Adaptive Flash HF20C Base Array Solid state / hard drive array - 24 bays - iSCSI (10 GbE) (external) - rack-mountable - 4U - CTO	Q8H70A	\$39,000.00	2	\$9,797.09	\$19,594.18
2		HPE Nimble Storage 4-port Adapter Kit Network adapter - Gigabit Ethernet x 4 - factory integrated - for Nimble Storage Adaptive Flash HF20, HF60; Nimble Storage All Flash AF20, AF40, AF60, AF80	Q8C09B	\$4,000.00	2	\$1,004.81	\$2,009.62
3		HPE Nimble Storage NOS Default FIO Software License Tier 1	Q8G27B	\$1.00	2	\$0.61	\$1.22
4		HPE Nimble Storage HDD Bundle Hard drive - 6 TB - factory integrated (pack of 21) - for Nimble Storage Adaptive Flash HF20 Base Array, HF20C Base Array	Q8H76A	\$90,000.00	2	\$22,608.68	\$45,217.36
5		HPE Nimble Storage Cache Bundle Solid state drive - 1.92 TB - factory integrated (pack of 3) - for Nimble Storage Adaptive Flash HF20C Base Array, HF40C Base Array	Q8H81A	\$35,975.00	2	\$9,037.19	\$18,074.38
6		HPE Nimble Storage Power cable - NEMA 5-15P to IEC 60320 C13 - 125 V - 10 A - 6 ft - United States - factory integrated - for Nimble Storage Adaptive Flash HF20, HF40, HF60; Nimble Storage All Flash AF20, AF60, AF80	Q8J18A	\$1.00	4	\$0.25	\$1.00
7		HPE Nimble Storage Power cable - IEC 60320 C13 to IEC 60320 C14 - 250 V - 10 A - 6 ft - factory integrated - for Nimble Storage Adaptive Flash HF20, HF40, HF60; Nimble Storage All Flash AF20, AF60, AF80	Q8J27A	\$1.00	4	\$0.25	\$1.00
8		HPE Nimble Storage AF/HF Array Standard Tracking Configuration option - for Nimble Storage Adaptive Flash HF40, HF60; Adaptive Flash HF-Series HF40, HF60	R3P91A	\$1.00	2	\$0.25	\$0.50
9		HPE Nimble Storage Foundation Care 4H Parts Exchange Support Extended service agreement - advance parts replacement (for 2x1GbE 4 ports adapter) - shipment - 24x7 - response time: 4 h - for P/N: Q8C09B, Q8C67B	HT6Z0A3#ZER	\$687.00	2	\$475.50	\$951.00

#	Image	Description	Part #	List Price	Qty	Unit Price	Total
10		HPE Nimble Storage Foundation Care 4H Parts Exchange Support Extended service agreement - advance parts replacement - shipment - 24x7 - response time: 4 h - for P/N: Q8H81A, Q8H86A, Q8J30A, Q8J30AR	HT6Z0A3#ZE7	\$3,078.00	2	\$2,130.42	\$4,260.84
11		HPE Nimble Storage Foundation Care 4H Parts Exchange Support Extended service agreement - advance parts replacement - shipment - 24x7 - response time: 4 h - for P/N: Q8H70A, Q8H71A, Q8H71AR, Q8H72A, Q8H72AR	HT6Z0A3#ZEB	\$5,813.00	2	\$4,023.43	\$8,046.86
12		HPE Nimble Storage Foundation Care 4H Parts Exchange Support Extended service agreement - advance parts replacement - shipment - 24x7 - response time: 4 h - for P/N: Q8H76A	HT6Z0A3#ZEK	\$8,578.00	2	\$5,937.20	\$11,874.40

Thank you for the opportunity to provide this quote.

\*\*\*\*We have MOVED, Please note our new Address\*\*

**Due to the recent COVID-19 pandemic**, component shortages may cause items to have longer than usual estimated shipping dates. If an item goes on backorder and the manufacturer increases the cost of the product, the increased cost will be passed along to our customers. We will alert customers as soon as we know when a price increases on backordered items.

**Subscriptions/Enterprise Agreements Cancellation Policy** - Computer Solutions requires a forty five (45) day written notification from the customer based on the renewal/anniversary date in order to process the cancellation with the applicable manufacturer(s).

Freight charges are estimates only. Returns are subject to approval and may include a restocking fee.

This document and the information contained is PROPRIETARY and CONFIDENTIAL and may not be duplicated, redistributed or displayed to any other party without the written permission of Computer Solutions.

<b>Subtotal:</b>	<b>\$110,032.36</b>
Tax (.0000%):	\$0.00
Shipping:	\$0.00
<b>Total:</b>	<b>\$110,032.36</b>
(List Price:	\$374,274.00)



# Absolute Communications

We have prepared a quote for you

**Wireless Quote**

Quote # 005116  
Version 1

Prepared for:

**City of Kingsville**

Noe Sosa  
noesosa@kingsvillepd.us

# Absolute Communications

Phone: (361) 888-6776

Email: [robert\\_ener@callabsolute.com](mailto:robert_ener@callabsolute.com)

Web: [www.callabsolute.com](http://www.callabsolute.com)

Tuesday, 05 October, 2021

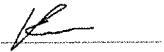
City of Kingsville  
Noe Sosa  
1700 E King Ave  
Kingsville, TX 78101  
[noesosa@kingsvillepd.us](mailto:noesosa@kingsvillepd.us)

Dear Noe,

I am very pleased to provide you with the attached Communications Solution and Proposal. Our proposal has been hand tailored to solve your communications challenges and to help add value to your enterprise.

Having served the Corpus Christi and South Texas marketplace since 1989, Absolute's reputation, experience, knowledge and technical capabilities are unmatched. With over 8,000 customers across Austin/Corpus Christi/San Antonio/South Texas, Absolute has superior experience in providing communications solutions to help improve our customer's business—increasing their efficiency and profitability. Our team lives our Value System and is ready to go to work to help ensure your business's success.

I am your "Go To" representative and am happy to help answer any questions you may have. Thank you for your business!



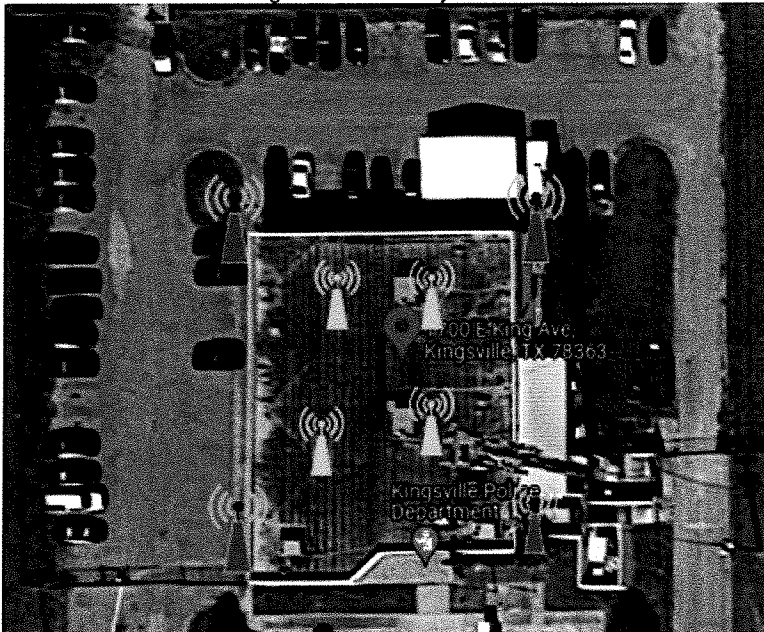
Robert Ener  
President  
Absolute - Central Texas

## Statement of Work

### Absolute Scope Of Work

#### Statement of Work

- Install 14 AP's Per the map
- Install and configure two switches for the AP's
- Configure the AP's per customer request
- Train customer on Management Cloud system



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1.

## Cabling Requirements

- Run (1) data cable run to the existing network IT Rack each AP.
- Technician will need to work with customer's current IT company in order to set up voice mail to email, and will need to gather that information from customer for remote access
- Additional cabling, if needed, will be priced separately
- Proposal assumes that all cabling is in place and is in working condition

## Customer Requirements

•

## Training

- Provide phone system training for customer & assist with call handling
- Provide 30 day follow up training, if needed to verify customer is familiar with the system and operating efficiently

Quote #005116 v1



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Web: www.callabsolute.com

## Warranty

- Manufacturer's Warranty
- Extended warranty is available and can be quoted separately
- Software Assurance provided Optional. Onsite labor will be charged to customer to update system due to software fixes if not covered under Absolute Managed Services Advanced or Platinum Packages

## View Terms and Conditions

<https://www.callabsolute.com/terms-and-conditions/>

## Hardware

Description	Price	Qty	Ext. Price
PL-E410X00A-US Cambium- cnPilot E410 Indoor AP low profile 802.11ac Wave 2 / PL-E410X00B-US Multiuser MIMO (MU-MIMO) beamforming, high speed E410 Enterprise access point, AP only Cambium- cnPilot E410 Indoor AP low profile 802.11ac Wave 2 Multiuser MIMO (MU-MIMO) beamforming, high speed E410 Enterprise access point, AP only	\$205.00	7	\$1,435.00
PL-E700X00A-US cnPilot e700 Outdoor (FCC) 802.11ac wave 2, 2x2/4x4, AP cnPilot e700 Outdoor (FCC) 802.11ac wave 2, 2x2/4x4, AP	\$690.00	7	\$4,830.00
Hardware CAT6 Outdoor Drop Hardware	\$210.00	7	\$1,470.00
Hardware CAT6 Indoor Drop Hardware	\$180.00	7	\$1,260.00
MX-EX1028Px-A-1 cnMatrix EX1028-P, Intelligent Ethernet PoE+ Switch, 24 1- Gbps and 4 1-Gbps SFP fiber ports - no pwr cord cnMatrix EX1028-P, Intelligent Ethernet PoE+ Switch, 24 1- Gbps and 4 1-Gbps SFP fiber ports - no pwr cord	\$838.50	2	\$1,677.00
Hardware Panels, Patch cords, inserts, etc needed. Hardware	\$110.00	1	\$110.00

Subtotal: **\$10,782.00**

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## Services

Description		Price	Qty	Ext. Price
Roll Out Fees	<b>Roll Out Fees</b>	\$15.00	2	\$30.00
	Roll Out Fees			
TRAVEL	<b>Travel</b>	\$345.00	2	\$690.00
	Travel			
Installation - Onsite	<b>Installation, Onsite</b>	\$125.00	8	\$1,000.00
	Installation, Onsite			
Subtotal:				<b>\$1,720.00</b>

## Executive Summary

### Executive Summary Content

#### **Absolute Communications – Who we are**

Corporate Overview

Our Team

Our Products and Services

Our Strategic Partners

Ongoing Support and Commitment to Excellence

Warranty

Training

Maintenance and Support

How to Contact Us

Project Implementation

Implementation Methodology

Scope of Work

#### **Corporate Overview**

Absolute Communications and Network Solutions, Inc. ("Absolute") is a network services company founded in 1989 with headquarters in Corpus Christi, Texas. The company designs, engineers, builds, services, maintains, and operates networks for its customers in Austin / Corpus Christi / San Antonio / South Texas and across the country.

# Absolute Communications

Phone: (361) 888-6776

Email: robert\_ener@callabsolute.com

Web: www.callabsolute.com

Absolute has been in business for over 25 years and has a long and successful history of serving its customers and providing superior solutions. The level of quality of services delivered, as well as its strength in customer service, are key differentiators for Absolute and allow us to enjoy repeat business from our large customer set. We deliver custom solutions for a more effective working environment, saving you time and money. With our Texas based technicians and Network Operations Center ("NOC") we serve a client base of over 8,000 customers. For more than 2 ½ decades, businesses have invested and relied on Absolute Communications to help maximize their business performance.

## Our Team

Our company lives our Value System and is managed by a highly experienced Senior Management Team. This is a team of driven industry veterans that have extensive experience and success building businesses across a broad spectrum of telecom markets and technologies, including wireless networks, fiber networks, cable TV, VoIP, Security Access and Control Systems, IT networks, CLECs, tower infrastructure and more. The company has a team of qualified professionals, designers, engineers, IT specialists, tower climbers and field technicians driven to help our customers be successful.

## Our Products and Services

Absolute can handle the full range of your Communications and Network requirements including:

**Wireless Infrastructure** - Absolute has extensive experience designing, building and operating wireless networks. The company has done extensive work for all of the major wireless carriers and has a customer set that includes large international telecommunications equipment providers, Oil & Gas companies, governmental entities and enterprise customers both large and small.

**Voice** – Absolute is an authorized Mitel dealer and provides the full range of services – unified communications, virtualization, business phone systems, contact center. Absolute has install thousands of systems big and small and can deliver the right solution for your business.

**IP Network and Data Services** - Absolute Communications provides cost-effective, customized IT services solutions to small and medium-sized businesses. Even if your business has a small IT staff and technology budget, your network can still have the same high availability and performance that once required a large internal support organization. Absolute Communication's 24x7 Network Support Services are led by our experienced IT technicians and consultants.

**Cabling and Infrastructure** – Our staff is here to assist you in the design and implementation of a cabling system. Our technicians are highly trained, experienced and fully licensed and insured. We also specialize in cabling for specific applications such as Surveillance, Paging, A/V, and Projection. We can handle all of your needs: CAT5e, CAT6, CAT6A, 25 pair, Burial, RS232, Plenum, PVC, Coax, and Fiber Optics. We staff ICC Certified Elite Installers™ and Absolute Communications (CEI) offers a 15 Year Performance Limited Warranty on structured cabling installations supported by ICC. Elite ID #: 29040451.

**Maintenance and Support** – One of the best methods for avoiding unexpected telecom costs during the year may be the implementation of a maintenance contract to cover failures of your customer premise equipment. Our customized Maintenance Contracts cover the maintenance and support of your communication networks. We can tailor a contract to specific applications or entire networks for phone and data together including: Desktop, Server Support, Network Support, Phone Support.

Aside from our Maintenance Contracts, our Field Technicians are always available for onsite and remote support.

**Professional Services and Engineering** – The Absolute team is made up of experienced telecommunications professionals that have practical experience engineering, building and maintaining some of the largest private networks deployed in the United States. The Absolute team has designed and engineered wireless networks covering over 100,000 square miles, constructed networks covering over 10,000 square miles, and deployed more than 25,000 VoIP connections throughout the country.

## Services Include:

Quote #005116 v1

# Absolute Communications

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Web: www.callabsolute.com

Large Scale Network Design and Engineering

In field survey including Line of Sight

Engineer, Furnish and Install (EF&I)

Construction, Implementation and Project Management

Network testing and Acceptance

Ongoing Network Monitoring and Maintenance

**Network Operation Center** – Absolute manages networks through its state of the art NOC with 24 X 7 capabilities to monitor your network proactively. The NOC analyzes network issues, performs troubleshooting, dispatches and communicates with on-site technicians for successful resolution of a network issues. The NOC is equipped to monitor IP based networks and has extensive network management capable technicians and software. The NOC systems are housed in a hardened co-location facility with physically diverse transport facilities and emergency power capabilities.

**Video and Surveillance** - The average business loses 18% of their revenue to shrinkage, theft and employee non-productivity. A quality surveillance system can help reduce these losses, and give business owners peace of mind. Our installation and implementation includes training your personnel in the day-to-day operations of a surveillance system. Absolute is licensed by the State of Texas in the design, sales, installation and service of Surveillance Solutions and Access Control. TX # B18403.

## **Ongoing Support and Commitment to Excellence**

Our business is built on a team of people dedicated to informing and supporting your business. With our Sales, Service, Support and Technicians; you will always find friendly knowledgeable professionals that are always eager to assist.

## **Warranty**

Newly installed equipment and systems are warranted by the manufacturer to be free from defect pursuant to the manufacturer's limited warranty. All manufacturer warranties are conveyed to the customer pursuant to the terms of that warranty. Please see the Absolute Proposal for the applicable warranties. Starting 30 days after the installation is complete, labor to correct installation defects will be charged per Absolute's then standard rates. Any existing customer furnished equipment and cabling are not covered under this warranty.

## **Training**

Absolute realizes that training of your employees is a top priority. Depending on the type of equipment installed or service provided we may recommend training for your enterprise's personnel. If we believe training will help your business we have included training within the Proposed Solution section. Absolute has a staff of world class trainers to assist you with implementation and to ensure your enterprise reaps the full benefits of our solution. Training will include user guides and manuals as furnished with respective systems including telephone, voice mail, etc.

## **Maintenance and Support**

Once the warranty period has lapsed the customer has the following options available:

Purchase an Absolute Service Plan for parts, cabling and/or labor. Please see Proposal section.

Absolute can provide service on a time and material basis. The rate for this service is the cost of equipment and materials plus labor and mileage at the then current standard rate.

Service is available 24 hours a day, 7 days a week. Absolute provides Normal Service response time within 24 hours of

# Absolute Communications

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Web: www.callabsolute.com

receipt of service call from the customer. In Emergency Service situation the response time is within four (4) hours of receipt of service call from customer

## How to Contact Us

### Austin

Sales Inquiries ----- 800.955.6703 Opt 2

[Sales@CallAbsolute.com](mailto:Sales@CallAbsolute.com)

Service, Support and Network Operation Center----- 800.955.6703 Opt 1

[Service@CallAbsolute.com](mailto:Service@CallAbsolute.com)

### Corpus Christi

Sales Inquiries ----- 361.888.6776 Opt 2

[Sales@CallAbsolute.com](mailto:Sales@CallAbsolute.com)

Service, Support and Network Operation Center----- 361.888.6776 Opt 1

[Service@CallAbsolute.com](mailto:Service@CallAbsolute.com)

### San Antonio

Sales Inquiries ----- 800.955.6703 Opt 2

[Sales@CallAbsolute.com](mailto:Sales@CallAbsolute.com)

Service, Support and Network Operation Center----- 800.955.6703 Opt 1

Quote #005116 v1

[Service@CallAbsolute.com](mailto:Service@CallAbsolute.com)

## **Project Implementation**

### **Implementation Methodology**

Absolute has a proven methodology to ensure a successful implementation of your system and associated services. The keys elements of our implementation methodology are efficient communications, project definition, process verification and training. Upon your written acceptance of this proposal we will commence the methodology by assigning a project manager to execute on this methodology. The Project Manager will work with your representative to develop a successful installation plan. For many of our projects Absolute will develop a Scope of Work as detailed below to ensure proper communications, customer review and authorizations.

### **Scope of Work**

For large more complex installations we will develop a written Scope of Work to ensure proper coordination during the install. Key elements of the Scope of Work are as follows:

Project Overview: General project overview, Macro start and completion dates, etc.

Phase 1 Discovery: Questionnaire, project team contact roster, order outside services.

Phase 2 Preparation: Pre-programming of equipment and set up.

Phase 3 Transition: Final review and communications prior to implementation.

Phase 4 Implementation: System install, feature verification, testing and training.

Phase 5 Completion – Final review, Customer acceptance

The Scope of Work is developed in coordination with our customer to ensure a seamless installation.

# Absolute Communications

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Email: robert\_ener@callabsolute.com

Web: www.callabsolute.com

## Wireless Quote



### Prepared by:

**Absolute - Central Texas**

Robert Ener

3615615225

robert\_ener@callabsolute.com

### Prepared for:

**City of Kingsville**

1700 E King Ave

Kingsville, TX 78101

Noe Sosa

(361) 593-8888

noesosa@kingsvillepd.us

### Quote Information:

**Quote #: 005116**

Version: 1

Delivery Date: 04/10/2021

Expiration Date: 01/11/2021

## Quote Summary

Description	Amount
Hardware	\$10,782.00
Services	\$1,720.00

Subtotal: **\$12,502.00**

Shipping: **\$65.00**

Total: **\$12,567.00**

## Payment Options

Description	Payments	Interval	Amount
Terms & Conditions			
	0	One-Time	\$12,567.00
	0	One-Time	\$0.00

## Summary of Selected Payment Options

Description	Amount
<b>Terms &amp; Conditions:</b>	
<b>Total of Payments</b>	<b>\$12,567.00</b>

THE PERSON SIGNING BELOW ON BEHALF OF CUSTOMER REPRESENTS AND WARRANTS TO ABSOLUTE THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO THE STANDARD TERMS AND CONDITIONS AGREEMENT, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF SERVICE THEREOF. CUSTOMER AUTHORIZES ABSOLUTE TO OBTAIN BILLING INFORMATION AND CUSTOMER SERVICE REPORTS WITH RESPECT TO CUSTOMER'S TELEPHONE NUMBERS, AS WELL AS CUSTOMER'S CREDIT INFORMATION.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Quote #005116 v1

# Absolute Communications

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Web: www.callabsolute.com

THE PERSON SIGNING BELOW ON BEHALF OF CUSTOMER REPRESENTS AND WARRANTS TO ABSOLUTE THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO THE STANDARD TERMS AND CONDITIONS AGREEMENT, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF SERVICE THEREOF. CUSTOMER AUTHORIZES ABSOLUTE TO OBTAIN BILLING INFORMATION AND CUSTOMER SERVICE REPORTS WITH RESPECT TO CUSTOMER'S TELEPHONE NUMBERS, AND CUSTOMER'S CREDIT INFORMATION.

Absolute - Central Texas

City of Kingsville

Signature:



Name:

Robert Ener

Title:

President

Date:

04/10/2021

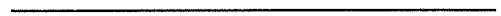
Signature:



Name:

Noe Sosa

Date:







Office of the Governor  
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

<b>Entity Name:</b>	<b>Date:</b>
<b>Agency/Department Name:</b>	
<b>Name of Chief Executive Officer:</b>	
<b>Name of Head of Law Enforcement Agency:</b>	

**Certification Required by CEO and Head of Law Enforcement Agency**

In our respective capacities as chief executive officer of \_\_\_\_\_ (“Grantee”) and as head of \_\_\_\_\_ (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2023 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2023 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

\_\_\_\_\_  
Signature  
Chief Executive Officer for Grantee

\_\_\_\_\_  
Signature  
Head of Agency

**RESOLUTION #2021-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING APPLICATION TO, ADMINISTRATION OF, AND ACCEPTANCE OF OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION'S BODY-WORN CAMERA GRANT PROGRAM, FY2022; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM.**

**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 apply for and, if awarded, accept and administer the Office of the Governor, Public Safety Office, Criminal Justice Division's Body-Worn Camera Grant Program, FY2022, which provides funding to enable police agencies to purchase body-worn cameras, data, software, video storage, and technology; and

**WHEREAS**, the City agrees to provide the applicable matching funds for the said project as required by the grant application, which are expected to be a 25% match and will specify the exact budgetary line item when an award is made; and

**WHEREAS**, to support the safety of officers and citizens through the use of body-worn cameras the City would like to use grant funds to purchase body-worn cameras, software, technology, and storage for its law enforcement personnel; and

**WHEREAS**, the City agrees that in the event of loss or misuse of the Office of the Governor 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 of Kingsville has previously applied for similar grants that assist with improved officer and citizen safety; and

**WHEREAS**, the City Commission of the City of Kingsville designates the Kingsville Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, administer, 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, acceptance (if awarded), and administration of the grant application for the Office of the Governor, Public Safety Office, Criminal Justice Division's Body-Worn Camera Grant Program, FY2022.

II.

**THAT** the Chief of Police is hereby authorized and directed to act on the City's behalf in all matters pertaining to the Office of the Governor, Public Safety Office, Criminal Justice Division's Body-Worn Camera Grant Program, FY2022, including but not limited to any certifications, amendments or representations stipulated therein and that the Chief of Police will administer the program and execute and submit all certifications, reports, or contracts necessary for the administration and expenditure of such program.

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 25th day of October, 2021.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

## **AGENDA ITEM #4**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: October 18, 2021

SUBJECT: FY2022 Operation Lone Star Grant Program (OLS)

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**Summary:**

The Kingsville Police Department is requesting a resolution to apply for and if awarded to accept and expend FY2022 Operation Lone Star Grant Program (OLS) funds.

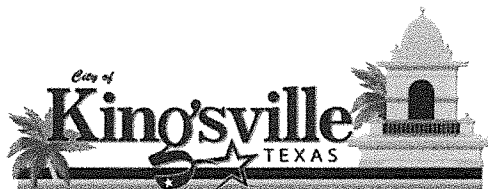
**Background:**

The purpose of the program is to enhance interagency border security operations supporting Operation Lone Star including the facilitation of directed actions to deter and interdict criminal activity and detain non-citizen inmates. Program participants shall assist in the execution of coordinated border security operations in an effort to:

**Law Enforcement**

1. Increase the effectiveness and impact of Operation Lone Star.
2. Reduce border-related criminal activity in Texas.
3. Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
4. Decrease the supply of drugs smuggled into and through Texas from Mexico.
5. Disrupt and deter operations of gang and cartel criminal organizations.
6. Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
7. Decrease use of specific areas for crime as targeted in directed action missions.
8. Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
9. Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
10. Increase coordination between local and state law enforcement agencies in planning, execution, and analysis of border security operations

**Financial Impact:**



## **City of Kingsville Police Department**

Funding may be used to provide additional personnel, equipment, supplies, contractual support, travel, and training in support of Operation Lone Star activities, including for any one or more of the following activities.

Operation Lone Star - Law Enforcement. Activities related to law enforcement operations in support of OLS:

- **LAW ENFORCEMENT PERSONNEL - OVERTIME**

- o Overtime for increased patrol, search and rescue, recovery operations, and/or investigative capacity for certified peace officers.
- o Overtime for law enforcement support personnel. These costs may include overtime for personnel necessary to support officers that are on patrol and participating in Operation Lone Star, such as Communications Officer/Dispatcher overtime necessary to maintain a safe Officer to Dispatcher ratio.
- o Overtime for non-exempt administrative personnel supporting Operation Lone Star.
- o Overtime backfill costs for non-border county agencies directly supporting OLS. Agencies must upload a letter of support from the border county for which the nonborder county intends to provide law enforcement personnel.

- **LAW ENFORCEMENT PERSONNEL – REGULAR or STRAIGHT-TIME & TEMPORARY POSITIONS**

- o Augmentees: Personnel costs for law enforcement personnel who are not regular employees of a funded agency, but are brought on as needed to specifically cover border security operations so that there can be a force multiplier during Operation Lone Star.
- o Regular time for law enforcement personnel working border operations. Grant funds must be used to supplement existing funds and not supplant funds that have been budgeted for the same purpose.
- o Part-time to Full-Time: Personnel costs for part-time law enforcement personnel in order to bring them to temporary full-time status.
- o Regular time for administrative personnel supporting OLS law enforcement activities.
- o Hiring or contracting temporary staff to support OLS law enforcement activities.
- o Personnel backfill costs for non-border county agencies directly supporting OLS. Agencies must upload a letter of support from the border county for which the nonborder county intends to provide law enforcement personnel.

- **LAW ENFORCEMENT - EQUIPMENT & TECHNOLOGY**

- o Costs for equipment, technology, or the rental of equipment, which will benefit the border security mission and will be routinely utilized during Operation Lone Star.

- **LAW ENFORCEMENT - SUPPLIES and DIRECT OPERATING EXPENSE**

- o General office supplies and program supplies related to OLS law enforcement activities.



## **City of Kingsville Police Department**

Operational costs are also allowable, such as vehicle operating costs or costs for minor emergency repairs as described below, or for other services preapproved by the PSO that are critical to success of the program. Examples include:

- ♣ The cost of fuel, lubricants, and minor emergency repairs or maintenance for vehicles, aircraft, boats, generators, and similar equipment used during the hours in which grant-funded staff are working.
- ♣ Only actual expenses supported by invoiced gas, oil, and repair or maintenance receipts may be reimbursed under this grant.
- ♣ Maintenance costs must be prorated to show the usage of vehicles or equipment for regular law enforcement duties as compared to usage while officers are working grant-paid patrols.

### **• LAW ENFORCEMENT – TRAVEL & TRAINING**

- o Travel, per diem, and lodging costs associated with personnel, augmentees, or contractors engaged in OLS activities.

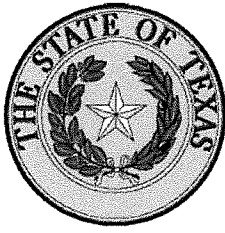
The grant for “Operation Lone Star” is a reimbursement type has a minimum funding level of \$5,000 with no maximum and does not require any cash match.

### **Recommendation:**

The City of Kingsville Commission approve the resolution for our application and administration and award of this grant.

Please place this on the next available agenda. Thank you for your assistance regarding this matter.





Office of the Governor, Public Safety Office  
Homeland Security Grants Division  
Funding Announcement: ***FY2022 Operation Lone  
Star Grant Program (OLS)***

## **Purpose**

The Public Safety Office (PSO) is soliciting grant applications for local projects that support Operation Lone Star.

The purpose of the program is to enhance interagency border security operations supporting Operation Lone Star including the facilitation of directed actions to deter and interdict criminal activity and detain non-citizen inmates. Program participants shall assist in the execution of coordinated border security operations in an effort to:

### **Law Enforcement**

1. Increase the effectiveness and impact of Operation Lone Star.
2. Reduce border-related criminal activity in Texas.
3. Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
4. Decrease the supply of drugs smuggled into and through Texas from Mexico.
5. Disrupt and deter operations of gang and cartel criminal organizations.
6. Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
7. Decrease use of specific areas for crime as targeted in directed action missions.
8. Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
9. Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
10. Increase coordination between local and state law enforcement agencies in planning, execution, and analysis of border security operations.

### **Jail Operations**

11. Increase capacity for detention operations and other supporting functions associated with increased criminal activity due to surges in illegal migration.

### **Human Remains Processing**

12. Support county medical examiner offices in the humane processing of the remains of undocumented migrants.



### **Court Administration**

13. Increase capacity and expediency in the case preparation, magistration, pre/post-adjudication proceedings, and criminal trials of OLS defendants.

### **Indigent Defense**

14. Increase capacity to provide indigent defense to OLS defendants in pre/post-adjudication proceedings, and criminal trials.

## **Available Funding**

State funds for these projects are authorized under the Texas Supplemental Appropriations Act, Section 6 for Truusted Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

## **Eligible Organizations**

1. Units of local government; and
2. Federally Recognized Native American tribes.
3. Eligible applicants must be a county or a municipality located in a county that has issued a disaster declaration relating to border security.
4. Preference will be given to eligible applicants within or providing support services to a County that is:
  - a) adjacent to or a portion of which are located within 20 miles of an international border;
  - b) adjacent to two counties located on an international border with a population of more than 5,000 and less than 7,500 according to the most recent federal decennial census; or
  - c) adjacent to the Gulf Intracoastal Waterway, as defined by Section 51.002, Transportation Code;
5. Jurisdictions not physically located within a county described in item 4. above (border county), but applying to provide support services to a jurisdiction that is physically located within a border county must submit a letter of support, memorandum of understanding or other similar documentation from the border county(ies) requesting their supportive services.

## **Application Process**

Applicants must access the Office of the Governor's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. Additional requirements are included within the online application.

**Note for All Applicants:** Applicants must upload the required Texas Direct Deposit Authorization Form, Texas Application for Payee Identification Number Form, and the IRS W9 Form for each application prior to submission. The eGrants system will not allow an application to be submitted until these forms are attached to the application. These forms are available for download from eGrants at

<https://egrants.gov.texas.gov/updates.aspx> under the Financial Management section of “Forms and Guides” or from the “Forms” link on the Profile/Grant.Vendor tab within the grant application.

## Key Dates

Action	Date
Funding Announcement Release	09/17/2021
Online System Opening Date	09/20/2021
Final Date to Submit and Certify an Application	11/01/2021 at 5:00pm CST
Earliest Project Start Date	09/01/2021

## Project Period

Projects must begin on or after 09/01/2021 and may not exceed 08/31/2023.

## Funding Levels

Minimum: \$5,000

Maximum: None

Match Requirement: None

## Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

## Eligible Activities & Costs

Funding may be used to provide additional personnel, equipment, supplies, contractual support, travel, and training in support of **Operation Lone Star** activities, including for any one or more of the following activities.

**Operation Lone Star - Law Enforcement.** Activities related to law enforcement operations in support of OLS:

- **LAW ENFORCEMENT PERSONNEL - OVERTIME**
  - Overtime for increased patrol, search and rescue, recovery operations, and/or investigative capacity for certified peace officers.
  - Overtime for law enforcement support personnel. These costs may include overtime for personnel necessary to support officers that are on patrol and participating in Operation Lone Star, such as Communications Officer/Dispatcher overtime necessary to maintain a safe Officer to Dispatcher ratio.
  - Overtime for non-exempt administrative personnel supporting Operation Lone Star.

- Overtime backfill costs for non-border county agencies directly supporting OLS. Agencies must upload a letter of support from the border county for which the non-border county intends to provide law enforcement personnel.
- **LAW ENFORCEMENT PERSONNEL – REGULAR or STRAIGHT-TIME & TEMPORARY POSITIONS**
  - Augmentees: Personnel costs for law enforcement personnel who are not regular employees of a funded agency, but are brought on as needed to specifically cover border security operations so that there can be a force multiplier during Operation Lone Star.
  - Regular time for law enforcement personnel working border operations. Grant funds must be used to supplement existing funds and not supplant funds that have been budgeted for the same purpose.
  - Part-time to Full-Time: Personnel costs for part-time law enforcement personnel in order to bring them to temporary full-time status.
  - Regular time for administrative personnel supporting OLS law enforcement activities.
  - Hiring or contracting temporary staff to support OLS law enforcement activities.
  - Personnel backfill costs for non-border county agencies directly supporting OLS. Agencies must upload a letter of support from the border county for which the non-border county intends to provide law enforcement personnel.
- **LAW ENFORCEMENT - EQUIPMENT & TECHNOLOGY**
  - Costs for equipment, technology, or the rental of equipment, which will benefit the border security mission and will be routinely utilized during Operation Lone Star.
- **LAW ENFORCEMENT - SUPPLIES and DIRECT OPERATING EXPENSE**
  - General office supplies and program supplies related to OLS law enforcement activities. Operational costs are also allowable, such as vehicle operating costs or costs for minor emergency repairs as described below, or for other services pre-approved by the PSO that are critical to success of the program. Examples include:
    - The cost of fuel, lubricants, and minor emergency repairs or maintenance for vehicles, aircraft, boats, generators, and similar equipment used during the hours in which grant-funded staff are working.
    - Only actual expenses supported by invoiced gas, oil, and repair or maintenance receipts may be reimbursed under this grant.
    - Maintenance costs must be prorated to show the usage of vehicles or equipment for regular law enforcement duties as compared to usage while officers are working grant-paid patrols.
- **LAW ENFORCEMENT – TRAVEL & TRAINING**
  - Travel, per diem, and lodging costs associated with personnel, augmentees, or contractors engaged in OLS activities.

**Operation Lone Star - Human Remains Processing.** Activities related to the humane processing of the remains of undocumented migrants:

- **MEDICAL EXAMINER PERSONNEL – OVERTIME**
  - Overtime for OLS death investigations conducted by a medical examiner, deputy examiner, trained technician, or a forensic pathologist as authorized under Article 49.25 of the Code of Criminal Procedure.
  - Overtime for non-exempt administrative personnel supporting a County Medical Examiner's Office.
- **MEDICAL EXAMINER PERSONNEL – REGULAR or STRAIGHT-TIME & TEMPORARY POSITIONS**
  - Regular time for county medical examiner personnel conducting OLS death investigations. Grant funds must be used to supplement existing funds and not supplant funds that have been budgeted for the same purpose.
  - Part-time to Full-Time: Personnel costs for part-time county medical examiner personnel in order to bring them to temporary full-time status.
  - Regular time for administrative personnel supporting a County Medical Examiner's Office.
  - Hiring or contracting temporary staff to assist or conduct OLS death investigations.
- **MEDICAL EXAMINER - EQUIPMENT & TECHNOLOGY**
  - Costs for equipment, technology, or the rental of equipment related to the processing of OLS death investigations, temporary morgues, and/or additional body storage capacity.
- **MEDICAL EXAMINER - SUPPLIES and DIRECT OPERATING EXPENSE**
  - Costs for supplies and direct operating expenses related to conducting OLS death investigations.
- **MEDICAL EXAMINER – CONTRACTUAL**
  - Costs associated with the outsourcing of OLS death investigations, temporary body storage, and other contractual costs incurred by a county medical examiner's office related to the humane processing of the remains of undocumented migrants.

**Operation Lone Star – Jail Operations.** Activities related to the intake, processing, and holding of OLS inmates in local detention facilities.

- **JAIL OPERATIONS PERSONNEL – OVERTIME**
  - Overtime for jailers and support staff related to the intake, processing, and holding of OLS inmates.
  - Overtime for non-exempt administrative personnel supporting a local detention facility.
  - Overtime backfill costs for non-border county agencies directly supporting OLS. Agencies must upload a letter of support from the border county for which the non-border county intends to provide jailers.

- **JAIL OPERATIONS PERSONNEL - REGULAR or STRAIGHT-TIME & TEMPORARY POSITIONS**
  - Augmentees: Personnel costs for jailers who are not regular employees of a funded agency, but are brought on as needed to specifically assist in the intake, processing, and holding of OLS inmates.
  - Regular time for jailers. Grant funds must be used to supplement existing funds and not supplant funds that have been budgeted for the same purpose.
  - Part-time to Full-Time: Personnel costs for part-time jailers in order to bring them to temporary full-time status.
  - Regular time for administrative personnel supporting OLS corrections activities.
  - Hiring or contracting temporary jail staff to support OLS corrections activities.
  - Personnel backfill costs for non-border county agencies directly supporting OLS. Agencies must upload a letter of support from the border county for which the non-border county intends to provide jailers.
- **JAIL OPERATIONS - EQUIPMENT & TECHNOLOGY**
  - Costs for equipment, technology, or the rental of equipment related to the intake, processing, and holding of OLS inmates.
- **JAIL OPERATIONS - SUPPLIES and DIRECT OPERATING EXPENSE**
  - Costs for office supplies, program supplies, and other direct operating expenses related to the intake, processing, and holding of OLS inmates. Examples include:
    - Inmate transportation to court proceedings or state custody.
    - Medical supplies or care to treat detainees or inmates displaying COVID-19 or other serious medical conditions.
- **JAIL OPERATIONS – CONTRACTUAL**
  - Costs associated with outsourcing OLS inmates to other county jail facilities and/or other contractual costs incurred by a county jail facility related to the intake, processing, and holding of OLS inmates.
- **JAIL OPERATIONS – CONSTRUCTION**
  - Cost associated with constructing, renovating, or repairing a permanent or temporary jail facility in order to increase bed capacity to hold OLS inmates.
  - Construction, renovation, and repair costs may only be funded to the extent that State-supported OLS inmate capacity is unavailable.
- **JAIL OPERATIONS – TRAVEL & TRAINING**
  - Travel, per diem, and lodging costs associated with jail personnel, augmentees, or contractors engaged in OLS corrections activities.

**Operation Lone Star – Court Administration.** Activities related to the case preparation, magistration, pre/post-adjudication proceedings, and criminal trials of OLS defendants.

- **COURT ADMINISTRATION PERSONNEL – OVERTIME**
  - Overtime for courtroom staff, court coordinators, and clerks supporting court operations, including but not limited to, case preparation, magistration, pre/post-adjudication proceedings, and criminal trials for OLS defendants.
- **COURT ADMINISTRATION PERSONNEL - REGULAR or STRAIGHT-TIME & TEMPORARY POSITIONS**
  - Regular time for courtroom staff, court coordinators, and clerks. Grant funds must be used to supplement existing funds and not supplant funds that have been budgeted for the same purpose.
  - Part-time to Full-Time: Personnel costs for part-time courtroom staff, court coordinators, and clerks in order to bring them to temporary full-time status.
  - Hiring or contracting temporary courtroom staff, court coordinators, and clerks to support OLS courts activities.
- **COURT ADMINISTRATION - EQUIPMENT & TECHNOLOGY**
  - Costs for equipment and technology to support court operations, including but not limited to, case preparation, magistration, pre/post-adjudication proceedings, and criminal trials for OLS defendants.
- **COURT ADMINISTRATION - SUPPLIES and DIRECT OPERATING EXPENSE**
  - Costs for office supplies, program supplies, and other direct operating expenses to support court operations, including but not limited to, magistration, pre/post-adjudication proceedings, and criminal trials for OLS defendants.
- **COURT ADMINISTRATION – CONTRACTUAL**
  - Costs associated with contractual costs incurred to support court operations, including but not limited to, magistration, pre/post-adjudication proceedings, and criminal trials for OLS defendants.

**Operation Lone Star – Indigent Defense.** Activities related to the assignment of indigent defense to OLS defendants in pre/post-adjudication proceedings, and criminal trials

- **INDIGENT DEFENSE – DIRECT REPRESENTATION**
  - Costs associated with paying for court-appointed counsel, contract defenders, and public defenders to represent OLS defendants, including but not limited to fees, contracts and salaries for attorneys, interpreters, and experts.
- **INDIGENT DEFENSE – TRAVEL**
  - Costs associated with paying for travel for client visitation, investigation, and trials for attorneys, interpreters, and experts.
- **INDIGENT DEFENSE – EQUIPMENT & TECHNOLOGY**

- Costs for equipment and technology to support indigent defense representation, including but not limited to, client visitation, investigation, magistration, pre/post-adjudication proceedings, and criminal trials for OLS defendants.

## Program-Specific Requirements

1. Eligible applicants, as applicable, assure to continue and/or renew a local disaster declaration relating to border security for the entirety of the project period. The expiration or dissolution of a local disaster declaration may result in the early termination of the grant agreement.
2. Eligible applicants performing indigent defense activities must (a) coordinate with the Office of Court Administration, Texas Indigent Defense Commission (TIDC), and TIDC's designee; (b) comply with Articles 1.051, 15.17, and 26.04 of the Code of Criminal Procedure; (c) submit a modified indigent defense plan to TIDC; and (d) comply with Supreme Court of Texas Emergency Orders regarding the Border Security State of Disaster.
3. Eligible applicants in a border county, as described in the Eligible Organizations section, must upload a letter from the county attorney expressing their office's active participation in prosecuting misdemeanor offenses, as appropriate, in support of Operation Lone Star.
4. Eligible applicants performing law enforcement functions must agree to perform the following activities:
  - a) Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (DPS) Joint Operations and Intelligence Centers (JOICs).
  - b) Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
  - c) Report significant border-related events that occur during each 24-hour period.
  - d) Conduct enhanced law enforcement patrolling activities if funded for those activities through this grant.
  - e) Submit information on incidents using the Border Incident Assessment Report (BIAR).

The grantee shall report all border-related incidents to the appropriate JOIC using the BIAR. BIAR reporting shall include events that occur during Enhanced Operation activities AND events that occur during Steady State activities. Enhanced (Surge) Operations originate out of the use of Lone Star funds when the local agency chooses to increase the hours of patrol or investigations. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall Lone Star mission, such as organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, human trafficking, human smuggling, home invasions with a border or organized crime nexus, illegal immigration, border-related murders, gang-related murders, vehicle thefts, or drug trafficking.

The BIAR is the primary incident and information-reporting tool for the grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the JOIC and are submitted within 24 hours of the end of shift and/or the timeframes established by the JOIC.

5. Coordinate planning and execution of border security and supporting operations with the DPS South Texas or West Texas, if requested by those regions.
6. Applicants performing overtime activities must provide a copy of the local overtime policy as approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must:
  - i. Clearly describe how overtime will be calculated;
  - ii. Be consistent with the agency's local overtime policy;
  - iii. Treat overtime for grant-paid personnel the same as non-grant paid personnel.
7. Project Overtime (OT) shall be reimbursed following the grantee's overtime policy and the requirements as stated below:
  - i. OT is time actually worked that exceeds the required number of hours during an employee's designated work period, as per grantee's policies and procedures.
  - ii. OT must be worked to support border security operations.
  - iii. The project OT rate shall be no more than one-and-one-half (1.5) times the employee's regular pay rate.
  - iv. Exempt salaried employees working border security operations may be reimbursed for overtime only if the grantee's overtime policy specifically allows for this.
  - v. PSO will only reimburse the grantee for OT that does not exceed a total of 16 hours worked (regular plus OT) during any 24-hour period.

## Eligibility Requirements

1. Local units of government, including counties, municipalities, special districts, school districts, junior college districts, or other political subdivisions of the state, must submit a written certification of the local government's compliance with the cybersecurity training required by Section 2054.5191 of the Texas Government Code. A determination of non-compliance with the cybersecurity training requirements will result in a refund of the original grant award as well as ineligibility of future grant awards until the second anniversary of the date the local government is determined ineligible.
2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. 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 by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2022 or the end of the grant period, whichever is later.

5. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
6. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

## Prohibitions

Grant funds may **not** be used to support the unallowable costs listed in the Guide to Grants or any of the following unallowable costs:

1. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. Lobbying;
3. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. Vehicles or equipment for government agencies that are for general agency use;
5. Weapons, ammunition, tasers, or explosives;
6. Admission fees or tickets to any amusement park, recreational activity or sporting event;

7. Promotional gifts;
8. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel;
9. Membership dues for individuals;
10. Any expense or service that is readily available at no cost to the grant project;
11. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
12. Fundraising;
13. Any other prohibition imposed by federal, state, or local law.

## Selection Process

**Application Screening:** PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

**Peer/Merit Review:** Applications will be reviewed by PSO staff in consultation with the Governor's Task Force on Border and Homeland Security and other subject matter experts appointed by the PSO Executive Director. Funding decisions will be based on eligibility and operational content, which includes, but is not limited to, the following:

1. Compliance - Past compliance with grant requirements, reporting, and information sharing.
2. Performance – Impact and effectiveness of the Applicant's participation in previous border security operations or activities, and effectiveness in using grant funds awarded for border security.
3. Risk – The Applicant's need as indicated by data available on border-related criminal activity, population, and other factors.
4. Other Funding – The Applicant's history of applying for, receiving, and/or effectively utilizing other sources of funding available to support border security activities (e.g. Operation Stonegarden).

**Final Decisions:** The Office of the Governor will consider rankings along with other factors and make all final funding decisions. Other factors may include reasonableness, cost effectiveness, overall funds availability, geographic distribution, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

## Contact Information

For more information, contact the eGrants help desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov) or (512) 463-1919.

**RESOLUTION #2021-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING APPLICATION TO, ADMINISTRATION OF, AND ACCEPTANCE OF OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, HOMELAND SECURITY GRANTS DIVISION'S FY2022 OPERATION LONE STAR GRANT PROGRAM (OLS); AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM.**

**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 apply for and, if awarded, accept and administer the Office of the Governor, Public Safety Office, Homeland Security Grants Division's FY2022 Operation Lone Star Grant Program, which provides funding to deter and interdict criminal activity and detain non-citizen inmates and to assist in the execution of coordinated border security operations as described in the grant information; and

**WHEREAS**, the City agrees to provide the applicable matching funds for the said project as required by the grant application, if any, though no match is expected as this is a reimbursement type grant that has a minimum funding level of \$5,000; and

**WHEREAS**, to support the safety of officers and citizens, the City would like to use grant funds as allowed by the grant (ie, categories such as overtime, personnel costs, equipment & technology, supplies & direct operating expenses, travel & training); and

**WHEREAS**, the City agrees that in the event of loss or misuse of the Office of the Governor 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 of Kingsville has previously applied for similar grants that assist with improved officer and citizen safety; and

**WHEREAS**, the City Commission of the City of Kingsville designates the Kingsville Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, administer, 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, acceptance (if awarded), and administration of the grant application for the Office of the Governor, Public Safety Office, Homeland Security Grants Division's FY2022 Operation Lone Star Grant Program.

II.

**THAT** the Chief of Police is hereby authorized and directed to act on the City's behalf in all matters pertaining to the Office of the Governor, Public Safety Office, Homeland Security Grants Division's FY2022 Operation Lone Star Grant Program, including but not limited to any certifications, amendments or representations stipulated therein and that the Chief of Police will administer the program and execute and submit all certifications, reports, or contracts necessary for the administration and expenditure of such program.

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 25th day of October, 2021.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **AGENDA ITEM #5**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: October 13, 2021

SUBJECT: Request for Resolution to Enter into A Memorandum of Understanding between the City of Kingsville Police Department and Coastal Bend College Police Department

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**Summary:**

The City of Kingsville Police Department is in receipt of a request to enter into a Memorandum of Understanding between "Kingsville Police Department," and "Coastal Bend College Police Department."

**Background:**

The City of Kingsville Police Department has historically provided law enforcement services to the Coastal Bend College. Over the last few years the Coastal Bend College has formed their own police department to provide law enforcement services for its properties. Chief of Police and Emergency Management Keven D. Behr, J.D. approached me to formalize an agreement of services to be provided by the Kingsville Police Department to assist Coastal Bend College Police Department when they do not have officers on campus or properties belonging to Coastal Bend College.

**Financial Impact:**

The normal day to day cost for providing law enforcement services in our community would be incurred by the Kingsville Police Department but we do not foresee any large-scale costs for aiding CBC.

**Recommendation:**

We are requesting a resolution to allow City Manager Mark McLaughlin and Chief Ricardo Torres to enter into the MOU with Coastal Bend College Police Department.



**RESOLUTION #2021-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER AND THE CHIEF OF POLICE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KINGSVILLE POLICE DEPARTMENT AND THE COASTAL BEND COLLEGE POLICE DEPARTMENT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") promotes the health and safety of the community and supports City departments in efforts to partner with other agencies to improve communication strategies and services for citizens;

**WHEREAS**, the City's Police Department has worked to develop a Memorandum of Understanding with the Coastal Bend College Police Department ("CBC PD"), who has a campus in Kingsville it oversees and provides services and assistance;

**WHEREAS**, the Kingsville Police Department has responded to calls for assistance at the Coastal Bend Campus in Kingsville previously but is now formalizing that mutual aid participation through this agreement with the CBC PD;

**WHEREAS**, there is no discernable financial impact to the City under the terms of the Memorandum of Understanding;

**WHEREAS**, the City Manager and the Chief of Police would be the authorized signatories for the Kingsville Police Department's participation in the agreement.

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

I.

**THAT** the City Manager and Chief of Police are authorized and directed as an act of the City of Kingsville, Texas to enter into a Memorandum of Understanding with the Coastal Bend College Police Department, 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  
25th day of October, 2021.

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney



## **MEMORANDUM OF UNDERSTANDING**

**October 1, 2021**

**Between the**

**Kingsville Police Department**

**And**

**The Coastal Bend College Police Department**

This Memorandum of Understanding between the **Kingsville Police Department ("KPD")** and the **Coastal Bend College District Police Department ("CBCPD")** is effective on the date appearing above the signatures of the parties. The parties to this MOU are collectively referred to as "Agency" or Agencies," as appropriate.

### **Statutory Jurisdiction and Authority of the CBCPD**

#### Pursuant to the Texas Education Code Section 51.203 Campus Peace Officers-

(a) The primary jurisdiction of peace officers commissioned by a Junior College District includes all cities and counties in which property is owned, leased, rented, or otherwise under the control of the Junior College District. The governing boards of each state institution of higher education and public technical institutes may employ and commission peace officers for the purpose of carrying out the provisions of this subchapter.

(b) Within a peace officer's primary jurisdiction, a peace officer commissioned under this section:

- (1) is vested with all the powers, privileges, and immunities of peace officers;
- (2) may, in accordance with Chapter 14, Code of Criminal Procedure, arrest without Warrant any person who violates a law of the state; and
- (3) may enforce all traffic laws on streets and highways.

(c) Outside a peace officer's primary jurisdiction a peace officer commissioned under this section is vested with all the powers, privileges, and immunities of peace officers and may arrest any person who violates any law of the state if the peace officer

- (1) is summoned by another law enforcement agency to provide assistance
- (2) is assisting another law enforcement agency; or
- (3) is otherwise performing his duties as a peace officer for the institution of higher Education or public technical college that employs the peace officer.

### **TERM**

This MOU shall be automatically renewed for successive one (1) year terms unless either party gives notice in writing to the other party at least thirty (30) days prior to the end of the term of its intent not to renew.

### **UNDERSTANDINGS**

#### KPD will:

1. Respond, investigate, and properly document all calls for service and arrests that occur within the property boundaries of Coastal Bend College within the City of Kingsville,

Kleberg County, Texas if no CBCPD officer is available to respond and in a manner consistent with current abilities and KPD policies and practices.

2. Provide appropriate assistance to CBCPD officers responding to crimes, disturbances or other calls for service occurring on CBC property that may require more than one officer to effectively manage.
3. Pursuant to Texas Agency of Public Safety Rules and Regulations when an approved TLETS Agency (KPD) makes criminal justice information available to another criminal justice agency (CBCPD), the TLETS agency must have on file a "non-terminal" agency agreement between the parties. Under the terms of such agreement which shall be in place prior to the beginning of operations under this MOU, and at all times during such operations, KPD will make available to CBCPD access to TCIC/NCIC data as necessary and appropriate for CBCPD in carrying out its duties
4. Provide dispatch services and radio communication capabilities to include license plate searches, driver license searches, warrant searches, criminal history searches and all other communications services commiserative to those provided to KPD law enforcement officers. (to include TCIC, NCIC, CCH) for CBCPD. CBCPD will provide to KPD a NON TERMINAL AGREEMENT (EXHIBIT A).
5. Provide said services at no cost to the CBCPD.
6. Any mutually agreed upon expenses incurred by or attributed to CBCPD shall be invoiced by the KPD and forwarded to CBCPD.
7. The CBCPD shall indemnify and hold harmless KPD, its officers, agents, and/or employees from all suits, actions, losses, damages, claims or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by the acts of KPD its officers agents and/or employees during the course of its performance of its obligations and duties pursuant to the terms of this Memorandum of Understanding.
8. KPD will notify CBCPD will notify via text, phone call or email to include the CBCPD Chief and/or any CBCPD officer assigned to the CBC Kingsville Campus of any incident that occurring that may have an impact on the CBC Kingsville Campus.

CBCPD will:

1. Respond to and investigate all calls for service within the property boundaries of Coastal Bend College located within the City of Kingsville, Kleberg County, Texas when CBCPD officers are available.
2. Respond to priority calls for service to assist KPD outside of the property boundaries of Coastal Bend College if requested to do so by KPD or if the CBCPD officer forms a belief that such assistance is immediately necessary to provide additional assistance or protection to KPD officers.
3. Use assigned KPD radio channels authorized only for their intended purpose.
4. Ensure its officers have any necessary training and certification for access to said data.
5. Implement and utilize radio communications procedures consistent with the policies and procedures of KPD.
6. Adhere to all laws, ordinances and regulations concerning the use of radio communications and access to TCIC, NCIC, TLETS, and any other law enforcement

information source controlled or otherwise limited or restricted to official use only for law enforcement personnel.

7. At the request of a KPD supervisor, respond and provide assistance at the scene of any incident in which the need for the expertise or specialized skills possessed by any officer of the CBCPD could assist KPD in an investigation.
8. CBCPD will notify KPD via text, phone call or email to include the Kingsville PD Chief and Deputy Chief of any incident that occurring on CBC property that may have an impact on the residents of Kingsville.

**The parties mutually agree:**

**Mutual Interests:** Coastal Bend College District and the <sup>City of Kingsville</sup> ~~Kleberg County~~ agree that their mutual interests will be furthered by coordination between the CBCPD and the KPD.

**Citizen Complaints:** Any citizen complaints to either Agency about the other will be forwarded to the appropriate Chief or designee.

**Meetings of Chief and Sheriff:** The CBCPD Chief of Police and the KPD Chief of Police shall meet as often as deemed necessary, but no less often than annually to review this MOU and prepare amendments as they are determined needed by the parties.

**Primary Jurisdiction:** Each Department will continue to exercise primary jurisdiction for all law enforcement functions within its own geographical boundary not arising from an action initiated by the Department.

**Responsibility for Own Employees:** Each Department accepts responsibility for the actions of its own personnel and assumes the duty of investigating any allegations of wrongdoing resulting from their actions while operating within the respective boundaries, unless specifically requested to investigate a specific incident/action by the other Department. Peace officers and other individuals performing duties, including law enforcement duties, as applicable, shall at all times remain employees of their respective governmental entities. Nothing in this MOU creates a joint partnership, and the personnel of one Department shall not be considered employees, agents, partners, joint ventures, or servants of the other Department to this MOU.

**Funding and Compensation:** The two Agencies each understand and agree that neither has certified or committed funds to fulfill their respective obligations under this MOU. It is the intent of the Agencies that the cost of services shared with each entity will be of equal value and benefit. Any funds use for the performance of services under this MOU must be made from current revenues available to the paying party.

**Assignment:** This MOU shall not be assignable, in whole or in part.

**Severability:** The provisions of this MOU are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this MOU is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the MOU shall be enforced as if the invalid provision had never ~~Kleberg~~ been included.

**Immunities:** Nothing in this MOU waives or alters any immunities provided either Department, its employees, officers, or agents under Texas or federal law.

**Amendment:** The Agencies may amend this MOU at any time provided that such amendments are executed in writing and signed by the governing bodies each Department.

**Non-Exclusivity:** Nothing in this MOU limits, changes, or otherwise impacts any memorandum of understanding each Department may have with other agencies.

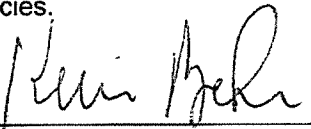
**Entire Agreement:** This MOU contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior written or oral agreement.

This MOU becomes effective on the day that the CBCPD receives official notice from the KPD that they have signed and executed the MOU.

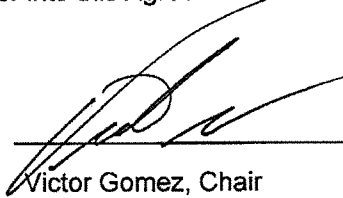
**MOU Agreement Acknowledgment**

This Memorandum of Understanding was agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2021

The signatories below are authorized to sign and enter into this Agreement for the above named agencies.



Kevin D. Behr, Chief of Police  
Coastal Bend College Police Department



Victor Gomez, Chair  
Coastal Bend College Board of Trustees

\_\_\_\_\_  
Ricardo Torres Chief of Police  
Kingsville Police Department

\_\_\_\_\_  
Mark McLaughlin  
Kingsville City Manager

## NON-TERMINAL AGENCY AGREEMENT

### Attachment "A"

This document constitutes an agreement between the **Kingsville Police Department** hereinafter called the Terminal Agency, and the **Coastal Bend College Police Department** hereinafter called the Non-Terminal Agency.

The Terminal Agency agrees to provide the Non-Terminal Agency with access to the Texas Law Enforcement Telecommunications System (TLETS), the Texas Crime Information Center (TCIC), and the National Crime Information Center (NCIC), and associated systems on a 24-hour, 7 day per week basis.

The Non-Terminal Agency agrees to abide by all laws of the United States and the state of Texas, and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other systems now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Terminal Agency reserves the right to suspend service to the Non-Terminal Agency, which may include canceling of records entered for the Non-Terminal Agency, when applicable policies are violated. The Terminal Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non - Terminal Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Terminal Agency and to immediately notify the Terminal Agency of any changes in the status of those reports, to include the need for cancellation, additions, deletion or modification of information. The Terminal Agency agrees to enter, update and remove all records for the Non-Terminal agency on a timely basis, as defined by NCIC.

In order to comply with NCIC hit confirmation requirement the agencies agreed to the following:

If wanted person records are to be entered with the Terminal Agency's ORI, the Non-Terminal Agency **must** deliver to the Terminal Agency the original warrants to be held on file until such time as the record is canceled/cleared .

If property and missing person records are to be entered with the Terminal Agency's ORI, the Non-Terminal Agency must deliver case reports to the Terminal Agency to be held on file until such time as the records is cancelled/cleared.

If the records are to be entered with the Non-Terminal Agency's ORI, the Terminal Agency agrees to immediately forward all request for hit confirmation that might be received at the terminal to the Non-Terminal Agency. The Non-Terminal Agency agrees to comply with the NCIC hit confirmation policy.

If the Non-Terminal Agency is a non-24 hour agency, the records must be entered with the Terminal Agency's ORI, and case reports and original warrants must be held at the Terminal Agency for hit confirmation purposes.

In order to comply with NCIC Validation requirements, the Non-Terminal Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Terminal Agency.

Criminal History information obtained from the TLETS terminal of the Terminal Agency will be handled according to TCIC/NCIC guidelines by the Non-Terminal Agency.

Either the Terminal Agency or the Non-Terminal Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non-Terminal Agency agrees to indemnify and save harmless the Terminal Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non-Terminal Agency or its employees in the exercise of the enjoyment of this Agreement.

The Terminal Agency agrees to make available to the Non-Terminal Agency all TLETS/NLETS and TCIC/NCIC publications and policies as are available to it so that the Non-Terminal Agency may comply with the policies of TLETS/NLETS and TCIC/NCIC.

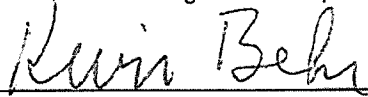
This agreement becomes effective on the day that the Coastal Bend College Police Department receives official notice from the Kingsville Police Department that they have signed and executed the agreement

In witness whereof, the parties here to cause this agreement to be executed by the proper officers and officials on this the \_\_\_\_ day of \_\_\_\_\_, 2021

Kingsville Police Department

\_\_\_\_\_  
Ricardo Torres, Chief of Police

Coastal Bend College Police Department

  
\_\_\_\_\_  
Kevin D. Behr, Chief of Police

# **AGENDA ITEM #6**



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

**Date:** October 20, 2021

**To:** City Commission via City Manager Mark McLaughlin

**CC:** Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary

**From:** Janine Reyes, Director of Tourism Services

**Summary:** The Tourism Department created a country concert event in 2018 as a part of Ranch Hand Weekend festivities in order to keep the weekend's entertainment going and draw more overnight stays. This event continued in 2019. In 2020, festivities were cancelled due to the COVID-19 pandemic. This year, with events occurring once again, staff requests commission to approve participation and sponsorship of the Ranch Hand Weekend Country Concert again.

In 2018 and 2019 Tourism was managing the JK Northway Expo Center and was able to use that venue. When Kleberg County took over management of the JK Northway the County agreed to allow city use of the facility for the "Ranch Hand Festival" provided the city be held responsible for all costs to include, but not limited to set-up, maintenance, cleaning, tear-down, liability, and a Five-Hundred Dollar (\$500.00) per day non-refundable utility fee. Costs will also include a commercial insurance policy that names the county as additional insured, as we no longer have a policy in place for this venue.

The agreement requires that excess revenues be split evenly with the County. Revenues received by the City in prior Ranch Hand Weekend Country Concerts include vendor fees and alcohol sales.

Tourism staff recommends sponsorship of the November 20<sup>th</sup> concert that serves as a benefit for a local 501c3, Toys for Tots of Kleberg and Kenedy County. Partnering with a non-profit also allows for significant in-kind marketing for the events.

This series of events are one of the largest draws for visitors to Kingsville each year.

