

City of Kingsville, Texas

AGENDA CITY COMMISSION

MONDAY, AUGUST 25, 2025

REGULAR MEETING

CITY HALL

HELEN KLEBERG GROVES COMMUNITY ROOM

400 WEST KING AVENUE

5:00 P.M. – Regular Meeting

Live Videostream: <https://www.facebook.com/cityofkingsvilletx>

I. Preliminary Proceedings.

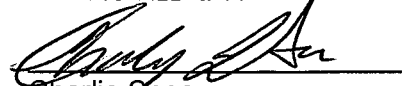
OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

None.

APPROVED BY:


Charlie Sosa
Interim City Manager

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

None.

III. Reports from Commission & Staff.²

"At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works-Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time." **A public hearing on the budget & the proposed tax rate will be held for 5:00 p.m. on September 2, 2025 at City Hall in the Helen Kleberg Groves Community Room, 400 W. King Avenue, Kingsville, Texas 78363.** The vote on the budget & tax rate will be held at 5:00 p.m. on September 8, 2025, at City Hall in the Helen Kleberg Groves Community Room, 400 W. King Avenue, Kingsville, Texas 78363.

IV. Public Comment on Agenda Items.³

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

V.

Consent Agenda

Notice to the Public

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

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

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

1. Motion to approve of a resolution authorizing the Interim City Manager to execute an Interlocal Agreement for E9-1-1 Public Safety Answering Point Services between the City of Kingsville and the Coastal Bend Council of Governments. (renewal of agreement done every two years). (Police Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

2. Consideration and introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for Emergency Repairs to the Golf Course Pump Station. (Parks Director).
3. Consideration and approval of a resolution authorizing the Police Chief to enter into a Memorandum of Understanding between the Kingsville Police Department and U.S. Border Patrol Kingsville Station. (Police Chief).
4. Consider accepting a monetary donation/grant from the Coastal Bend Regional Advisory Council for the Kingsville Fire Department. (Fire Chief).
5. Consideration and introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend grant funds from the Coastal Bend Regional Advisory Council Grant for Fire Department medical supplies. (Fire Chief).
6. Discuss and consider the release of DEAAG grant funds as per the grant process. (Finance Director).
7. Discuss and consider to retain/hire an attorney to represent the City of Kingsville, Commissioners Norma Nelda Alvarez, Leonel "Leo" H Alarcon, and Hector Hinojosa in lawsuit filed by Selina Tijerina in Cause No 25-377-D, in the 105th District Court of Kleberg County, Texas. (Commissioner Alvarez).
8. Discuss and consider the appointment of the City Manager for the City of Kingsville. (Commissioners Hinojosa & Alvarez).
9. Discussion on proposed City of Kingsville Fiscal Year 25-26 budget. (Interim City Manager).

VII. Adjournment.

- ¹. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.

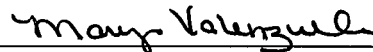
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizen's comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

NOTICE

This City of Kingsville and Commission Chambers 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 at City Hall, City of Kingsville, 400 West King Avenue, Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

August 19, 2025, at 2:30 P.M. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.



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

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

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

CONSENT AGENDA

AGENDA ITEM #1

RESOLUTION NO. 2025-_____

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

WHEREAS, the City Commission previously approved Resolution #2023-46 on August 14, 2023, Resolution #2021-54 on September 7, 2021, Resolution #2019-70 on August 12, 2019, Resolution #2017-45 on August 14, 2017, Resolution #2015-40 on July 27, 2015, Resolution #2013-43 on July 22, 2013, Resolution #2011-49 on August 22, 2011, and #2009-59 on October 26, 2009 for E9-1-1 Public Safety Answering Point Services with the COG, which must be renewed every two years; and

WHEREAS, the Commission on State Emergency Communications has a requirement that began in 2009 that a new interlocal agreement must be executed between the CBCOG and a participating local government (ie, city or county) every two years and it is time for said renewal, which will expire August 31, 2027; and

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

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

I.

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

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 25th day of August, 2025.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

- 1.1 The Coastal Bend Council of Governments (CBCOG) (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Texas Local Government Code, Chapter 391. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 20 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.
- 1.2 City of Kingsville (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.
- 1.3 The Commission, as authorized by Health and Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.
- 1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

- 2.1 Applicable law includes but is not limited to federal law and regulations pertaining to the provisioning of 9-1-1 service; Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code Chapters 783 (Uniform Grant and Contract Management), including the Texas Grant Management Standards (TxGMS) promulgated thereunder, 791 (Interlocal Cooperation Act), 2054 (Information Resources), and 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapters 391 (Regional Planning Commissions) and 441, Subchapter J (Preservation and Management of Local Government Records).
- 2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10

days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the Kingsville Police Department PSAP(s) located at 1700 East King Street, Kingsville TX 78363.

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

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

3.2 Ownership, Transference & Disposition of Equipment

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

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

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

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

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

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

3.3 Inventory

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

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

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

3.4 Security

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

3.4.2 Any suspicious or unusual activity, which may indicate an attempt to breach the integrity of 9-1-1 equipment or systems, shall be reported immediately by Local Government to RPC staff. Any actual, attempted, or suspected misuse of 9 1-1 equipment shall be reported immediately by Local Government to RPC staff.

3.5 Training

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

3.6 Cybersecurity Training

3.6.1 Local Government Computer System: RPC and Local Government represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. The Local Government shall verify and report on the completion of a cybersecurity training program certified under Texas Government Code 2054.519 by employees of the Local Government, and require periodic audits to ensure compliance with this section.

3.6.2 State Computer System or Database: If RPC or the Local Government personnel have access to any state computer system or database, including a Commission computer system or database, such personnel must annually complete cybersecurity training certified under Texas Government Code Section 2054.519 and verify completion of the training program to the Commission pursuant to and in accordance with Texas Government Code Section 2054.5192.

3.7 Operations

The Local Government shall:

- 3.7.1 Designate a PSAP supervisor and provide related contact information to the RPC;
- 3.7.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;
- 3.7.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;
- 3.7.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;
- 3.7.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;
- 3.7.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;
- 3.7.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;
- 3.7.8 Log all trouble reports and make copies available to the RPC as required by the RPC;
- 3.7.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

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

Article 5: Procurement

- 5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.
- 5.2 The RPC shall ~~reimburse or purchase where applicable~~ supplies necessary for performance of the deliverables per this Agreement.

- 5.3 The RPC and Local Government shall require any company that submits a bid or proposal with respect to a contract for goods or services to certify that the company, and, if applicable, any of its holding companies or subsidiaries, is not:
- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
 - b. Listed in Section 1260H of the 2021 NDAA; or
 - c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
 - d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

Article 6: Financial

- 6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.
- 6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.
- 6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.
- 6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.
- 6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.
- 6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

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

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

Article 8: Assignment

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

Article 9: Nondiscrimination and Equal Opportunity

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

Article 10: Dispute Resolution

- 10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.
- 10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.
- 10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.
- 10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

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

Article 11: Suspension for Unavailability of Funds

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

Article 12: Notice to Parties

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

- 12.2 The RPC's address is:

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

The Local Government's address is:

**Office of the City Manager
City of Kingsville
PO Box 1458
Kingsville, TX 78364**

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

Article 13: Effective Date and Term

- 13.1 This Agreement is effective as of September 1, 2025 and shall terminate on August 31, 2027.
- 13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.
- 13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

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

Article 15: Confidentiality

- 15.1 The parties will comply with the Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.
- 15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information related to this Agreement and all data and other information generated or otherwise obtained in its performance.

Article 16: Indemnification

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

Article 17. Historically Underutilized Business Requirements

- 17.1 The Local Government shall comply with requirements of Texas Government Code, Chapter 2161 regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

- 18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Law.
- 18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.
- 18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.
- 18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.
- 18.5 The following Attachments are part of this Agreement:
- | | |
|--------------|---|
| Attachment A | Ownership Agreement |
| Attachment B | Transfer of Ownership Form |
| Attachment C | Scope of Work |
| Attachment D | PSAP Operations Performance Measures and Monitoring |
| Attachment E | Commission Documents |
- 18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.
- 18.7 This Agreement is executed in duplicate originals.

Coastal Bend Council of Governments

City of Kingsville

By: Emily Martinez

By: _____

Printed Name: Emily Martinez

Printed Name: _____

Title: Executive Director

Title: _____

Date: 07/21/2025

Date: _____

**Attachment A
Ownership Agreement**

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

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

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

- *See Inventory list on Next Page*
- *Any equipment with a CBCOG numbered tag/barcode*

Coastal Bend Council of Governments

City of Kingsville

By: Emily Marting

By: _____

Printed Name: Executive Director

Printed Name: _____

Title: Executive Director

Title: _____

Date: 07/21/2025

Date: _____

Description	Type	Serial #:	Model #:	Last Installed	Retail Value
IWS Workstation	CPU	S22490320	Power 911	9/9/2024	\$273.00
IWS Workstation	CPU	S22490306	Power 911	9/9/2024	\$273.00
IWS Workstation	CPU	S22490350	Power 911	9/9/2024	\$273.00
Dell Monitor 21.5" LED Backlit	Monitor	CN00F0RPFCC0 025GFRVI	E2220H	9/9/2024	\$325.20
Dell Monitor 21.5" LED Backlit	Monitor	CN00F0RPFCC0 025GJ1JI	E2220H	9/9/2024	\$325.20
Dell Monitor 21.5" LED Backlit	Monitor	CN00F0RPFCC0 025GFRPI	E2220H	9/9/2024	\$325.20
Dell Monitor 21.5" LED Backlit	Monitor	CN00F0RPFCC0 025GFTPI	E2220H	9/9/2024	\$325.20
Dell Monitor 21.5" LED Backlit	Monitor	CN00F0RPFCC0 025GJCYI	E2220H	9/9/2024	\$325.20
Dell Monitor 21.5" LED Backlit	Monitor	CN00F0RPFCC0 025GJCM I	E2220H	9/9/2024	\$325.20
Genovation Macro Keypad	Key Pads		CP24- USBHID	6/20/2023	\$162.00
Genovation Macro Keypad	Key Pads		CP24- USBHID	6/20/2023	\$162.00
Genovation Macro Keypad	Key Pads		CP24- USBHID	6/20/2023	\$162.00
UTI-MC4 MINICOM IV	TDD/TTY MACHINE	306B1413921	UTI-MC4 MINICOM IV		\$300.00
APC Battery	UPS	0B2413L36311	BR1500M S2	8/26/2024	\$257.88
APC Battery	UPS	4B2324P04659	BR1500M S2	8/26/2024	\$257.88
APC Battery	UPS	4B2324P04704	BR1500M S2	8/26/2024	\$257.88
HP PRINTER ENVY 7855	911 PRINTER		HP 7855		\$249.99
7 Foot Cabinet Prebuilt	Server Cabinet			9/9/2024	\$18,410.00
CISCO Router 4331	Router	FTX160382L2	ISR4331 GE Wan		\$1,550.00
2 Port Card	NIM	FOC2811BNY	Nim	2/9/2024	\$1,649.61
CISCO Switch	Switch		C9200L, 24 port	9/9/2024	\$6,600.00
CISCO Switch	Switch		C9200L, 24 port	9/9/2024	\$6,600.00
Object Server w/ Device Master	DELL PowerEdge		R260 XE, XEON E- 2434	9/9/2024	
VIPER Gateway Chassis G3				9/9/2024	\$831.60
AIM G3 (inside chassis)	AIM			9/9/2024	\$1,058.40
APC BATTERY	BU BATTERY	C12217180339	APC	11/29/2023	
APC BATTERY	BU BATTERY	C12217180335	APC	11/29/2023	

APC BATTERY	BU BATTERY	C12217180338	APC	11/29/202
VISTACOM	911 PSAP		NEXLOG	3
RECORDER NEXLOG	RECORDER	740000662	740	
ECATS	ECATS			
	REPORTS	5512AS	AS	

The above list is accurate as of June 1, 2025. Tag numbers and detailed location (front or back room) have been omitted to have space for the print out. A complete list can be requested via written request to the 911 Program Director.

Attachment B

Transfer of Ownership Form

As stipulated in Article 3 of the Agreement between Coastal Bend Council of Governments (RPC) and City of Kingsville (Local Government) dated as of September 1, 2025, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer _____ Disposition _____ Lost _____

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

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

Continued.....

Attachment B

Transfer of Ownership Form (continued)

Action Recommended by: _____

Title: _____

Date: _____

Comments: _____

Approved: ☐ Yes ☐ No

Proceeds, if any: _____

Approved by: _____

Title: _____

Comptroller

Date: _____

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

Reviewed by: _____

Executive Director (or other appropriate title of agency head)

Date: _____

Attachment C

Scope of Work

The Coastal Bend Council of Governments (CBCOG) For 9-1-1 in Attachment C is responsible for the PSAP(s) herein regarding the Interlocal Agreement. CBCOG is responsible for the following related to the 9-1-1 network :

- Geographic Information Systems (GIS) data related to call taking
 - o Addressing guidelines and assistance
 - Please note that CBCOG does **not** issue 9-1-1 or situs addresses.
 - The Role of the 911 department at CBCOG is to *assist* the addressing agent.
 - o Compliance with Commission on State Emergency Communication (CSEC) guidelines on the delivery of a 9-1-1 call
- Front and Back Room CPE (Customer Premise Equipment) related to the delivery of a 9-1-1 call
 - o This is in general but not limited too:
 - Front room equipment
 - Uninterruptable Power Supply Battery
 - Call taking equipment
 - o Hand/headset
 - o Computer specific for 911 calls
 - Computer Peripherals (mouse, keyboard, etc.)
 - Back Room Equipment
 - Switches
 - Routers
 - Primary and backup internet for the delivery of 9-1-1 calls
 - Server mount Uninterruptable Power Supply (UPS)
- Compliance Monitoring visits conducted twice a year on equipment but not limited too:
 - o Testing of 9-1-1 lines to receive and send calls of the PSAP at time of visit
 - o Automatic Location Information (ALI) and other information showing correctly on the general user interface (GUI) when a 9-1-1 call comes in
 - o Condition of the PSAP at the time of visit
 - Is the work area clean?
 - Are doors locked/ is equipment properly secure?
- 911 Education for the benefit of call taking for 9-1-1
 - o Distributable/materials that are for functions for public events related to 9-1-1
 - o Presentations to the public on how to call, when to call, why to call 9-1-1 and other features related to 9-1-1 such as text to 911
 - o Posting on social media (Twitter, Facebook, Linkedin, ETC) for community outreach to educate the public on 9-1-1.

Each dispatch room is also provided with a physical binder that explains the best practices for 9-1-1 system training, standard operating procedures for contingency plans, network diagrams and PSAP monitoring procedures that are related to 9-1-1. This and related information is available at the CBCOG office or by contacting any of the 9-1-1 employees. It is planned during the calendar year of 2025 to move to digital distribution for easier deployment for all PSAPs and updating.

If any changes arise in the scope of work, the PSAP Manager, Sherriff or Chief and signer of this document will be notified.

Attachment D

PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

As needed

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per _____;
2. List of service affecting issues once per _____;
3. Certification of TTY/TDD testing once per _____; and
4. TTY/TDD call logs.

Quality Assurance Inspections

RPC personnel will conduct site visits at least **twice** per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted as follows:

The 9-1-1 compliance monitoring list has been attached. The full file and information on compliance monitoring can be located at https://www.csec.texas.gov/e/s/program-policy-statements?language=en_US for PPS-031 PSAP Monitoring Checklist.

If any items are considered out of compliance on the compliance checklist, CBCOG will discuss the severity of the matter with the executive director and inform both the PSAP manager and elected official.

Best Practices Model Monitoring Checklist for PSAP's (RPC Name): CBCOG

County Name: _____

Date: _____

PSAP Name: _____

Telephone Number: _____

PSAP Contact
Person: _____RPC 9-1-1
Coordinator: _____**Previous Findings:****1. CPE - Front Room**

CPE: Leased or Owned

CPE Vendor: Intrado Life & Safety Services

CPE Maintenance Vendor:

CPE Description/Model:

Category	Check Box if in Compliance	Findings	Comments
Lighting	<input type="checkbox"/>		
Cleanliness	<input type="checkbox"/>		
Ventilation	<input type="checkbox"/>		
Inventory tags	<input type="checkbox"/>		
Secure from general public; accessible to PSAP staff	<input type="checkbox"/>		
Redundant 9-1-1 call taking equipment functioning (PPS 031)	<input type="checkbox"/>		

ANI/ALI display (PPS 031)	<input type="checkbox"/>		
Map display, if applicable	<input type="checkbox"/>		
No unauthorized third-party software/integratio n (PPS 031)	<input type="checkbox"/>		
Language Line speed dial/direct dial transfer/accessibili ty (PPS 031)	<input type="checkbox"/>		
Language Line account number & PSAP access code visible	<input type="checkbox"/>		
Poison Control direct dial transfer (PPS 031)	<input type="checkbox"/>		
Poison Control 10- digit number displayed	<input type="checkbox"/>		
Published PSAP 10-digit emergency telephone number (PPS 031)	<input type="checkbox"/> <input type="checkbox"/>		
RPC Contact information	<input type="checkbox"/>		
Wireless Phase I & II E9-1-1 level of service (PPS 031)			
Equipment repair/trouble contact information	<input type="checkbox"/>		
Make busy overflow	<input type="checkbox"/>	To: _____	
Contingency Plan (PPS 031) To: Name of PSAP/County	<input type="checkbox"/>	To: _____	

Network Testing (PPS 031)	<input type="checkbox"/>		
Maintenance trouble/trouble report logs	<input type="checkbox"/>		
Direct dial transfers & labels, if applicable	<input type="checkbox"/>		
9-1-1 ANI/ALI Discrepancy Reports	<input type="checkbox"/>		
TTY test call log (PPS 031)	<input type="checkbox"/>		
Required TTY training offered (PPS 031)	<input type="checkbox"/>		
Stand alone TTY accessible (PPS 031)	<input type="checkbox"/>		
Printer functioning - adequate paper & ribbon, if applicable	<input type="checkbox"/>		
2. CPE Backroom			
Category	Check Box if in Compliance	Findings	Comments
Redundant network connections functioning (PPS 031)	<input type="checkbox"/>		
Cleanliness	<input type="checkbox"/>		
Ventilation	<input type="checkbox"/>		
Lighting	<input type="checkbox"/>		
Secure from general public; accessible to PSAP staff	<input type="checkbox"/>		

Back-up Power/UPS (PPS 031)	<input type="checkbox"/>		
Generator testing	<input type="checkbox"/>		
3. Recorders			
Brand/Model:			
Category	Check Box if in Compliance	Findings	Comments
Accessible	<input type="checkbox"/>		
Verify & list number of channels	<input type="checkbox"/>		
Verify & list number of channels dedicated to 9-1-1 lines	<input type="checkbox"/>		
Functioning - each 9-1-1 line being recorded (PPS 031)	<input type="checkbox"/>		
Adequate supply of storage media	<input type="checkbox"/>		

Attachment E

Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. Commission Legislation: https://www.csec.texas.gov/s/statutes?language=en_US
2. Commission Rules: https://www.csec.texas.gov/s/rules?language=en_US
3. Commission Program Policy Statements:
https://www.csec.texas.gov/s/program-policy-statements?language=en_US

REGULAR AGENDA

AGENDA ITEM #2

Kingsville Parks & Recreation
400 W. King (mailing)
501 Santiago Park Lane (physical)
Kingsville, Texas 78363
361-221-8705
Susan Ivy, Director
361-219-9125



For Information on events and facilities
www.cityofkingsville.com/departments/parks
Email:
sivy@cityofkingsville.com
or follow us on Facebook
Kingsville Parks and Recreation

To: Charlie Sosa, Interim City Manager

From: Susan Ivy, Director of Parks & Recreation

Date: August 13, 2025

Subject: Emergency Repair at Golf Course

Two days ago we had our pump station go down that controls the irrigation at the golf course. . We did not get to water yesterday or today. MIA electric along with PMC (phone) worked together to try and trouble shoot it. They have determined that the Variable Frequency Drive is bad. The quote for \$12,110.36 is attached. It is vital that we get this replaced so that we can get the course and greens watered.

We have determined that there are funds available in the Golf course Improvement fund and are requesting a budget amendment in the amount of \$14,000.00 to cover this repair and any miscellaneous charges for the evaluation that we might receive.

We would like to instruct the Pumps, Motors and Controls, Inc company in Pearland to come as soon as possible to complete this work so we can get water back on the course.



Pumps, Motors & Controls, Inc.
PO Box 841383
Pearland TX 77584

We are an equal opportunity employer

Quote

Date	Quote #
8/11/2025	Q20250342

Name / Address
L E Ramey Golf Course 2522 E Escondido Rd. Kingsville, TX 78363

Ship To
L E Ramey Golf Course 2522 E Escondido Rd. Kingsville, TX 78363 Ruben: 361-592-1101

Terms	Rep	FOB
Due on receipt	DB	PMCI

Item	Description	Qty	U/M	Cost	Total
Service	SCOPE OF WORK: Customer requests service technician(s) to inspect / report / repair pump station and / or controls.	1	ea	0.00	0.00
MTECH.10	Customer complaint: VFD has become inoperable due to voltage or storm damage. Technician will replace with a new one, test and calibrate as needed. Labor and Services performed by technician on site. Minimum charge 1 day labor	1	ea	975.00	975.00
HTECH.10	Additional technicians required for services performed with technician; charge for labor at 1 day	1	day	800.00	800.00
65-12-40750	VFD, ABB, ACS580-01-096A-4, 75HP 96AMPS, 480V ** Unit is in stock and available after testing at PMC shop **	1	ea	10,335.36	10,335.36
This quotation is valid for 30 days after the date of this estimate.				Total	\$12,110.36

Phone #
832-487-9463

ORDINANCE NO. 2025-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO APPROPRIATE FUNDING FOR EMERGENCY REPAIRS TO THE GOLF COURSE PUMP STATION.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2024-2025 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#44

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 026 – Golf Course Capital Projects					
<u>Expenditures</u>					
4502	Golf Course	Machinery & Equipment	71200	\$14,000	

[To amend the City of Kingsville FY 24-25 budget to appropriate funding for the emergency repairs to the Golf Course pump station. Funding for this will come from the unappropriated fund balance of Fund 026 Golf Course Capital Projects.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 25th day of August 2025.

PASSED AND APPROVED on this the 8th day of September 2025.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #3

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Charlie Sosa, Interim City Manager

FROM: John Blair, Chief of Police

DATE: 8/12/2025

SUBJECT: Request for Resolution for the execution of an MOU between the U.S. Border Patrol Kingsville Station and the Kingsville Police Department.

Summary:

The Kingsville Police Department (KPD) respectfully seeks the City Commission's approval to enter into a Memorandum of Understanding (MOU) with the U.S. Border Patrol (USBP), Kingsville Station. This agreement formalizes a collaborative partnership to enhance public safety, disrupt criminal smuggling activity, and promote operational efficiency through joint enforcement efforts.

Background:

The U.S. Border Patrol Kingsville Station and the Kingsville Police Department have a long-standing working relationship, often responding to overlapping threats involving human smuggling, narcotics trafficking, and other transnational crimes. In an effort to formalize this partnership, both agencies have drafted an MOU outlining the roles, responsibilities, and operational protocols for a Joint Enforcement Group.

Under the agreement:

- KPD officers and/or supervisors will work in a limited role to support joint enforcement efforts alongside USBP agents.
- The joint mission will target both northbound and southbound smuggling activity within the jurisdiction of Kingsville and the surrounding area.
- The MOU establishes protocols for custody transfers, information sharing, digital forensics, operational command structure, and use of force.



**City of Kingsville
Police Department**

- The agreement ensures that both agencies retain administrative control of their personnel and adhere to respective policies and laws.

This partnership enhances KPD's enforcement reach, strengthens interagency communication, and contributes to a safer community by targeting organized criminal activity in coordination with federal resources.

Fiscal Impact:

There is no fiscal impact to the City of Kingsville as a result of this agreement.

Recommendation:

It is recommended that the City Commission approve the resolution authorizing the Chief of Police to execute the Memorandum of Understanding between the Kingsville Police Department, and the U.S. Border Patrol Kingsville Station.



RESOLUTION #2025-_____

A RESOLUTION AUTHORIZING THE POLICE CHIEF TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE KINGSVILLE POLICE DEPARTMENT AND U.S. BORDER PATROL KINGSVILLE STATION; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville Police Department was approached by the U.S. Border Patrol about a collaborative partnership to enhance public safety, disrupt criminal smuggling activity, and promote operational efficiency through joint enforcement;

WHEREAS, the two parties have a long-standing working relationship and desire to formalize this partnership through an MOU outlining the roles, responsibilities, and operational protocols for a Joint Enforcement Group;

WHEREAS, the City has received a Memorandum of Understanding (MOU) between the Kingsville Police Department and U.S. Border Patrol Kingsville Station regarding the creation of a Joint Enforcement Group including Kingsville Station Border Patrol Agents and Kingsville Police Department Patrol Officers;

WHEREAS, there is no fiscal impact to the City by entering this MOU;

WHEREAS, the City of Kingsville Police Department is agreeable to participate in the agreement under the terms stated in the attached MOU.

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

I.

THAT the Police Chief is authorized and directed as an act of the City of Kingsville, Texas to enter into a Memorandum of Understanding between the Kingsville Police Department and U.S. Border Patrol Kingsville Station regarding the creation of a Joint Enforcement Group including Kingsville Station Border Patrol Agents and Kingsville Police Department Patrol Officers, 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 August, 2025.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

MEMORANDUM OF UNDERSTANDING

between

U.S. BORDER PATROL

Kingsville Station (KIN)

and

Kingsville Police Department (KPD)

regarding

THE CREATION OF A JOINT ENFORCEMENT GROUP INCLUDING KINGSVILLE STATION BORDER PATROL AGENTS AND KINGSVILLE POLICE DEPARTMENT PATROL OFFICERS.

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Border Patrol (USBP) Kingsville Station (KIN) and Kingsville Police Department (KPD).
2. **PURPOSE.** The Parties Agree that effective enforcement of the laws relating to USBP jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of USBP resources by certain employees of the KPD and vice versa.

There may be instances when USBP determines that it is desirable for sworn law enforcement employees of KPD to assist USBP in certain duties. This MOU sets forth the agreement and relationship between the parties with respect to this determination.

3. RESPONSIBILITIES.

The Parties agree as follows:

USBP agrees:

- a. After appropriate review and approval, accept into custody, on a case-by-case basis, persons determined to be in the United States without lawful immigration status, and accept into custody, on a case by case basis, persons identified as principals of human smuggling cases, to be presented to the Rio Grande Valley (RGV) Prosecutions North teams, or Homeland Security Investigations (HSI).
- b. On a case-by-case basis and consistent with applicable law, share information and intelligence regarding the smuggling of humans and/or contraband, to include adversarial tactics, techniques, and procedures, as well as targets of interest and opportunity within the joint enforcement area of operation.
 - a. Sharing of information from DHS systems of records will require the use of DHS Form 191.
 - b. Sharing of information may require redactions in consideration of DHS policies and procedures.

- c. To the extent permissible by law and by CBP policy, assist in coordinating digital forensic examinations of cellular device and/or information systems seized and/or recovered during joint enforcement activities.
- d. Assist in coordinating evidence collection, for processing and examination, of evidence seized in joint enforcement activities.
- e. Allow KPD officers to accompany Border Patrol Agents in DHS vehicles for enforcement operations.
 - a. KPD will not be allowed to utilize state authorities to initiate a vehicle stop while riding in DHS vehicles.

KPD agrees:

- a. Four (4) KPD Patrol Officers and/Supervisors will be assigned to KIN for joint enforcement activities to include both north and southbound interdiction of contraband and human smuggling activity.
- b. Accept into custody subjects, and evidence, recovered by the joint enforcement group, that have been rejected for federal prosecution.
- c. Share information and intelligence collected or derived from such interviews and/or debriefs relevant to joint enforcement activities.
- d. To provide to KIN, before and on an ongoing basis, any derogatory information or information that may call into question the assigned Patrol Officer's truthfulness or ability to testify in court.
- e. The KPD officers assigned under this MOU shall retain their full status as employees of the Kingsville Police Department. Their participation in joint enforcement activities shall be designated as a part-time special assignment, subject to KPD internal policies and approval.

Both Parties agree:

- a. Any abuse of authorities may lead to the revocation of assignments to the joint enforcement team; and
- b. To schedule periodic meetings to review this MOU, as required.

4. COMMAND STRUCTURE DURING JOINT OPERATIONS

- a. Operational Control
 - a. During joint enforcement activities, each participating agency shall retain administrative control over its own personnel.
 - b. Operational control will be exercised by the designated Lead Agency for each specific mission, as determined during pre-operational planning. The Lead Agency will be identified based on the primary legal authority or investigative interest driving the operation (e.g., immigration enforcement vs. state narcotics interdiction).

- b. Delegation and Chain of Command
 - a. Each agency shall designate a supervisory point of contact for each operation to ensure clear communication, mission clarity, and command accountability.
 - b. Personnel will follow directives from the Lead Agency only to the extent they are lawful, consistent with each officer's duty manual, and do not conflict with agency policy.
- c. Dispute Resolution
 - a. In the event of a conflict in command direction or mission priorities, the operation shall be temporarily paused until supervisory representatives from both agencies resolve the matter. This is to avoid operational confusion and mitigate legal exposure.

5. USE OF FORCE POLICY

- a. Policy Applicability
 - a. All law enforcement personnel shall adhere to their respective agency's Use of Force policies during joint operations.
 - b. Officers may not be directed to act in a manner that contradicts their agency's policy or exceeds their statutory authority under federal or state law.
- b. Minimum Standards
 - a. The Parties agree that use of force must be:
 - 1. Objectively reasonable under the totality of the circumstances.
 - 2. Immediately reported and documented in accordance with the officer's/ agent's home agency policies.
- c. Reporting
 - a. All uses of force during joint operations must be reported to both agencies' command staff without unreasonable delay.
 - b. A joint after-action review may be conducted in significant incidents (e.g., officer-involved shootings, serious injuries, or public complaints).
- d. Firearms and Less-Lethal Weapons
 - a. Officers shall only carry and deploy weapons for which they are certified and authorized by their respective agencies.
 - b. Use of less-lethal options (e.g., tasers, OC spray, bean bags) must comply with training and agency policy.

6. OFFICER SAFETY AND DECONFLICTION

- a. All operations shall be planned with officer safety as a priority, including:
 - a. Clear briefings on mission scope and roles;
 - b. Location-based deconfliction to avoid cross-agency interference when applicable.

7. REPORTING AND DOCUMENTATION. USBP Rio Grande Valley (RGV) Office of Chief Counsel (OCC) office will maintain the original signed MOU and copies of this form will be held by KIN and KPD.

8. POINTS OF CONTACT.

Office: Kingsville Border Patrol Station
 Name: Robert Garza

Office: Kingsville Police Department
 Name: John Blair

Title: Patrol Agent in Charge
Address: 2422 E. Senator Carlos Truan Blvd.
Kingsville, TX 78363
Telephone: (361) 595-8700
E-mail: Robert.Garza@cbp.dhs.gov

Title: Chief of Police
Address: 1700 E King Avenue
Kingsville Tx, 78363
Telephone: 361-592-4311
E-mail: John.blair@kingsvillepd.us

9. OTHER PROVISIONS. This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect. Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money.

10. EFFECTIVE DATE. The terms of this MOU will become effective on the date the last Party signs the MOU.

11. MODIFICATION. This MOU may be amended by the written concurrence of both Parties.

12. TERMINATION. This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

Robert Garza
Name of USBP Official

Patrol Agent in Charge
Title of USBP Official
United States Border Patrol

Date: _____

John Blair
Name of KPD Official

Chief of Police
Title of KPD Official
Kingsville Police Department

Date: _____

AGENDA ITEM #4

Donation

City of Kingsville
Department Name

TO: Mayor and City Commissioners
CC: Charlie Sosa, Interim City Manager
FROM: Juan J. Adame, Fire Chief
DATE: August 14, 2025
SUBJECT: Accept Coastal Bend Regional Advisory Council Grant (CBRAC)

Summary:

The Kingsville Fire Department is requesting approval to accept a CBRAC grant in the amount of \$6261.00.

Background:

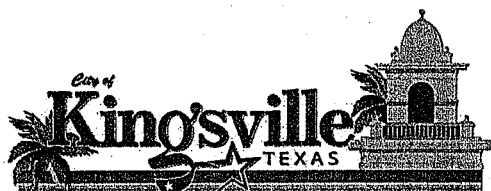
Each year CBAC distributes funding grants to member EMS organizations.

Financial Impact:

No financial impact. This donation will be used in the fire department to purchase medical supplies.

Recommendation:

Accept the donation from CBRAC in the amount of \$6261.00.



**COASTAL BEND REGIONAL
ADVISORY COUNCIL
PO BOX 18460
CORPUS CHRISTI TX 78480**

AMERICAN BANK
(800) 257-8318
americanbank.com

8112

88-328/1149

CHECK ARMOR
FRAUD PROTECTION

08/06/2025

PAY TO THE ORDER OF City of Kingsville Fire Dept

\$6,261.00**

Six thousand two hundred sixty-one and 00/100*****

DOLLARS

City of Kingsville Fire Dept
Attn: Chief Adame
P.O. Box 1458 119 North 10th St.
Kingsville, TX 78363

**Two Signatures Required
Void After 90 Days**

[Signature]
[Signature]
AUTHORIZED SIGNATURE

MEMO FY25 EMS County Grant - Kleberg County

⑈008112⑈

8112

Date	Type	Reference	Original Amount	Balance Due	Payment
08/06/2025	Bill	KFDEMS CountyFY25	6,261.00	6,261.00	6,261.00
		Check Amount			6,261.00

RAC-Primary	FY25 EMS County Grant - Kleberg County	6,261.00
--------------------	--	----------

AGENDA ITEM #5

3A

**City of Kingsville
Department Name**

TO: Mayor and City Commissioners
CC: Charlie Sosa, Interim City Manager
FROM: Juan J. Adame, Fire Chief
DATE: August 14, 2025
SUBJECT: Accept Coastal Bend Regional Advisory Council Grant (CBRAC)

Summary:

The Kingsville Fire Department is requesting approval to accept a CBRAC grant in the amount of \$6261.00.

Background:

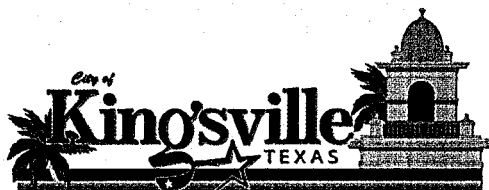
Each year CBAC distributes funding grants to member EMS organizations.

Financial Impact:

No financial impact. This donation will be used in the fire department to purchase medical supplies.

Recommendation:

Accept the donation from CBRAC in the amount of \$6261.00.



COASTAL BEND REGIONAL
ADVISORY COUNCIL
PO BOX 18460
CORPUS CHRISTI TX 78480

AMERICAN BANK
(800) 257-8318
americanbank.com

8112

88-328/1149

CHECK ARMOR
HAND PROTECTION

08/06/2025

PAY TO THE ORDER OF City of Kingsville Fire Dept

\$**6,261.00

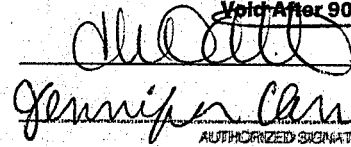
Six thousand two hundred sixty-one and 00/100*****

DOLLARS

City of Kingsville Fire Dept
Attn: Chief Adame
P.O. Box 1458 119 North 10th St.
Kingsville, TX 78363

Two Signatures Required
Void After 90 Days

MEMO FY25 EMS County Grant - Kleberg County


AUTHORIZED SIGNATURE

⑈008112⑈ 1:1

Photo Safe Deposit
Details on Back

08/06/2025

City of Kingsville Fire Dept

8112

Date	Type	Reference	Original Amount	Balance Due	Payment
08/06/2025	Bill	KFDEMS CountyFY25	6,261.00	6,261.00	6,261.00
		Check Amount			6,261.00

RAC-Primary	FY25 EMS County Grant - Kleberg County	6,261.00
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ORDINANCE NO. 2025-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO ACCEPT AND EXPEND GRANT FUNDS FROM THE COASTAL BEND REGIONAL ADVISORY COUNCIL GRANT FOR FIRE DEPARTMENT MEDICAL SUPPLIES.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2024-2025 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#45

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 015 - CBCOG					
<u>Revenues</u>					
2200	Fire	State Grants	72010	\$6,261.00	
<u>Expenditures</u>					
2200	Fire	Medical Supplies	22400	\$6,261.00	

[To amend the City of Kingsville FY 24-25 budget to accept and expend grant funds from the Coastal Bend Regional Advisory Council for Fire department medical supplies. Funding for this will come from the grant proceeds for the stated purpose.]

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 25th day of August 2025.

PASSED AND APPROVED on this the 8th day of September 2025.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #6



**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Charlie Sosa, Interim City Manager
FROM: Deborah Balli, Finance Director
DATE: August 19, 2025
SUBJECT: Funding Release for DEAAG Grant #2022-02-06

Summary:

The City was awarded a DEAAG Grant for \$1,700,000 on behalf of the Navy for the construction of a Fire Station at the base. This grant award was through an agreement with the Office of the Governor, Texas Military Preparedness Commission on February 13, 2023.

As work on this project commenced in 2025, the City is obligated to release \$1,696,408.99 for work that has been completed. Once funding is released, reimbursement will be requested from the Grantor. Reimbursement to the City will occur once all submitted documents have been reviewed and certified by the Granting agency. Reimbursement may take up to four months.

Recommendation:

The Finance Department is requesting approval of the release of \$1,696,408.99 for work completed on the DEAAG Grant 2022-02-06 for the authorized grant project.

AGENDA ITEM #7

AGENDA ITEM #8

AGENDA ITEM #9