

Ivy Avalos
Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1/Mayor ProTem



Ralph Duran
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

**NOTICE OF REGULAR COUNCIL MEETING
OF THE CITY COUNCIL
OF THE
CITY OF SOCORRO**

.....
THE FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATION FOR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY CLERK'S OFFICE AT (915) 858-2915 FOR FURTHER INFORMATION.

SUPPLEMENTAL NOTICE OF MEETING BY VIRTUAL SERVICES

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE CITY COUNCIL OF THE CITY OF SOCORRO WILL CONDUCT THE MEETING SCHEDULED FOR THURSDAY APRIL 15, 2021 AT 6:00 PM BROADCASTED FROM CITY COUNCIL CHAMBERS AT 860 RIO VISTA., RD. SOCORRO, TEXAS VIA TELEPHONE CONFERENCE AND LIVED STREAMED IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING THE NUMBER OF PEOPLE PHYSICALLY PRESENT AT OUR LOCATION (ALSO CALLED "SOCIAL DISTANCING") TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19). THERE WILL BE NO PUBLIC ACCESS TO THE LOCATION DESCRIBED BELOW.

THIS WRITTEN NOTICE, THE MEETING AGENDA, AND THE AGENDA PACKET, ARE POSTED ONLINE AT [HTTP://CI.SOCORRO.TX.US/CITY-CLERK-PUBLIC-NOTICE](http://ci.socorro.tx.us/city-clerk-public-notice) THE PUBLIC CAN ACCESS THE MEETING BY CALLING TOLL FREE-NUMBER 844-854-2222 ACCESS CODE 323610.

THE PUBLIC MUST CALL IN 844-854-2222 ACCESS CODE 323610 BY 5:30 PM MOUNTAIN STANDARD TIME (MST) ON APRIL 15, 2021 TO SIGN UP FOR PUBLIC COMMENT AND THE AGENDA ITEM THEY WISH TO COMMENT ON. THE PUBLIC THAT SIGNED UP TO SPEAK WILL BE CALLED UPON BY THE PRESIDING OFFICER DURING THE MEETING.

-
1. Call to order
 2. Pledge of Allegiance and a Moment of Silence

3. Establishment of Quorum

PUBLIC COMMENT

- 4. Public Comment** (The maximum time for public comment will be 30 minutes and three minutes will be allotted for each speaker. Government Code 551.042 allows for responses by city council to be a statement of specific factual information given in response to the inquiry; or a recitation of existing policy in response to the inquiry; or a decision to add the public comment to a future agenda.)

PRESENTATION

- 5. Presentation** by City Manager, regarding March 2021 Monthly Report. *Adriana Rodarte*

NOTICE TO THE PUBLIC

ALL MATTERS LISTED UNDER THE CONSENT AGENDA, INCLUDING THOSE ON THE ADDENDUM TO THE AGENDA, WILL BE CONSIDERED BY THE CITY COUNCIL TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION ON THESE ITEMS UNLESS CITY COUNCIL MEMBERS REMOVE SPECIFIC ITEMS FROM THE CONSENT AGENDA TO THE REGULAR AGENDA FOR DISCUSSION PRIOR TO THE TIME THE CITY COUNCIL MEMBERS VOTE ON THE MOTION TO ADOPT THE CONSENT AGENDA.

ITEMS REMOVED FROM THE CONSENT AGENDA TO THE REGULAR AGENDA WILL BE CONSIDERED BY THE CITY COUNCIL AFTER ACTING ON THE CONSENT AGENDA.

ANY MATTERS LISTED ON THE CONSENT AGENDA AND THE REGULAR AGENDA MAY BE DISCUSSED IN EXECUTIVE SESSION AT THE OPTION OF THE CITY OF SOCORRO CITY COUNCIL FOLLOWING VERBAL ANNOUNCEMENT, IF AN APPROPRIATE EXCEPTION TO THE OPEN MEETING REQUIREMENT OF THE TEXAS OPEN MEETINGS ACT IS APPLICABLE.

CONSENT AGENDA

- 6. Excuse** absent council members. *Olivia Navarro*
- 7. Approval** of Regular Council Meeting Minutes of April 1, 2021. *Olivia Navarro*

REGULAR AGENDA

CITY CLERK DEPARTMENT

- 8. Discussion and action** to approve the FY 2021-2022 Budget Calendar. *Olivia Navarro*

GRANTS DEPARTMENT

9. ***Discussion and action*** to approve Resolution 640 proclaiming the month of April Fair Housing Month in the City of Socorro, Texas to end housing discrimination and raise awareness of every resident's fair housing rights.
Alejandra Valadez
10. ***Discussion and action*** to approve the submission of a grant application to the National Endowment for the Arts Challenge America Program for the Socorro Art Walk. There is a \$10,000 match requirement.
Alejandra Valadez
11. ***Discussion and action*** to provide a Letter of Commitment to the City of Socorro Community Initiative's (CSCI) grant application to the Healthy Food Financing Initiative (HFFI) and allocate \$50,000 in funding to the Socorro Farmers Market Initiative.
Alejandra Valadez
12. ***Discussion and action*** to enter into a grant agreement with the Texas Historical Commission for the FY 2021 Certified Local Government Grant Program.
Alejandra Valadez

POLICE DEPARTMENT

13. ***Discussion and action*** on approving a Memorandum of Understanding (MOU) with the Socorro Independent School District Police Department (SISD) for the Emergency Response Team (ERT).
Chief David Burton

The City Council of the City of Socorro may retire into EXECUTIVE SESSION pursuant to Section 3.08 of the City of Socorro Charter and the Texas Government Code, Sections 551, Subchapter D to discuss any of the following: (The items listed below are matters of the sort routinely discuss in Executive Session, but the City Council of the City of Socorro may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071 CONSULTATIONS WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.073 DELIBERATION REGARDING PROSPECTIVE GIFT

Section 551.074 PERSONNEL MATTERS

Section 551.076 DELIBERATION REGARDING SECURITY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

Discussion on the following:

14. ***Discussion and action*** on advice received from City Attorney in closed session, and action to approve real estate transaction; authorize filing or settlement of legal action; authorize employment of expert witnesses and consultants, and employment of special counsel with respect to pending legal matters.
Adriana Rodarte
15. ***Discussion and action*** on qualifications of individuals for employment and for appointment to Boards & Commissions, job performance of employees, real estate acquisition and receive legal advice from City Attorney regarding legal issues affecting these matters.
Adriana Rodarte


16. *Discussion and action* regarding pending litigation and receive status report regarding pending litigation. *Adriana Rodarte*

DATED THIS 12th DAY OF APRIL, 2021

By: 
Olivia Navarro, City Clerk

I, the undersigned authority, hereby certify that the above notice of the meeting of the City Council of Socorro, Texas is a correct copy of the notice and that I posted this notice at least Seventy-two (72) hours preceding the scheduled meeting at the City Administration Building, 124 S. Horizon Blvd., in Socorro, Texas.

DATED THIS 12TH DAY OF APRIL, 2021

By: 
Olivia Navarro, City Clerk

Agenda posted: 4-12-2021 @ 2:15 pm
Removed: _____ Time: _____ by: _____

Ivy Avalos
Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1 / Mayor Pro Tem



Ralph Duran
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

April 12, 2021

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: City Manager, Adriana Rodarte

SUBJECT: Presentation by City Manager, regarding March 2021 monthly report.

SUMMARY

City Manager will provide a brief report on all City of Socorro Departments for the month of March 2021.

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source:

Amount:

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____



**Socorro Municipal Court
March 2021**

1. SMC has arraignments every Mondays of the month, from 8:30 AM to 12:00 PM and from 1:30 PM to 5:00 PM.
2. February 26 submitted the February DSC report to the City Clerk.
3. March 1st submitted the monthly Omni Base report (defendants with active warrants will not be able to renew their DL). The Scofflaw report was also submitted to the County Tax Office (defendants with warrants will not be able to renew their registration).
4. March 2nd Pre-trials were set all day via Zoom.
5. March 3rd the collection report was submitted to the collection law firm.
6. March 9th P&Z reset hearings were set all day via Zoom.
7. March 11th submitted the dismissals and convictions 5th to DPS and OCA.
8. March 16th Officer court setting were set all day via Zoom.
9. March 23rd P&Z Pre-trials were set all day via Zoom.
10. March 30th FTA Hearings were set all day via Zoom.
11. **16** cases were closed with jail time credit the month of March 2021.
13 Capias Pro Fine were issued the month of March 2021.
3 Alcohol offences, **6** Paraphernalia, **1** Curfew and **12** Traffic citations were issued to minors under 21 years old the month of March 2021.
1 Felony warrants **3** Magistrate were signed by the Honorable Judge Velarde Reyes the month of March 2021.
543 citations were issued by SPD: **6** DPS, animal control **5** and **66** P&Z the month of March 2021.

\$148,564.06 total collected the month of March 2021.



City of Socorro

2021 March HR Monthly Report

Carol Candelaria

Human Resources Director

April 2, 2021

Human Resources March 2021 Report

Human resources department provides overall policy direction on human resources management issues and administrative support functions related to the management of employees for all City departments. The mission of the department is to be a strategic partner by providing Human Resources programs that attract, develop, retain, and engage a skilled and diverse workforce.

1. Employee Birthdays, Anniversaries for the Month

- Birthdays 9
- Anniversaries 8
 - 0-5 Yrs 5
 - 5-10 Yrs 1
 - 10+ Yrs 2

2. Vacant Positions 12

- Public Works 4
 - Laborer 3
 - Equipment Operators 1
- Police Departments 4
 - Peace Officers 2
 - Dispatchers 2
- Recreation Center 2
 - Rec Leader FT 1
 - Rec Leader PT 1

3. New Hires for the Month 4

- Recreation Center 1
 - Herrera, Kimberly FT Rec. Leader – 03/01/2021
- Public Works 1
 - Mardis, Justin , Equipment Operator – 03/01/2021
- Police Department 2
 - Davila, Alexis, Communication Dispatcher – 03/25/2021
 - Najera, Julie, Communication Dispatcher – 03/25/2021

4. Separations for the Month 4

- Recreation Center 1

➤ Herrera, Kimberly FT Rec. Leader – 03/03/2021

- Police Department 2
 - Dominguez, Jericho, Communication Dispatcher – 03/11/2021
 - Chavez, Laura A , Communication Dispatcher – 03/18/2021
- Public Works 1
 - Ortiz, Joseph, Laborer – 03/03/2021

5. Personnel Changes Promotion, Transfers 2

- Police Department
 - Acting Sergeant Benavides, Mario - promoted to Sergeant – 02/28/2021
 - Officer Anchondo, Samuel– promoted to Corporal – 02/28/2021

6. Leave Request / FMLA / Personal 1

7. Performance Reviews for the month 20

Note: Evaluation notices were sent March 03-17-2021 for January, February & March. Going forward all notices for yearly evaluations will be sent on the 25th day of each month for the upcoming month.

- January 7
 - Administration 1
 - PPW 1
 - Police 4
 - Rec Center 1
- February 8
 - Administration 2
 - Police 3
 - Rec Center 3
- March 6
 - Police 4
 - PPW 2

8. 1st quarter I-9 Audit

- Completed 03-25-2021

9. Incidents / Workers Compensation Reported: 3

- Police Department 3

10. Unemployment claims for the Month 3

- All Claims responded too within the 10 days allotted time frame.

11. Employee Assistance Program (EAP)

- Emailed sent out to COS Staff 03-24-2021 regarding the unique benefits that our Employee Assistance Program (EAP) has to offer to the employee and their family. This EAP Coaching Benefit provide one-one telephonic counseling covers over 18 programs.

12. Grievance Reported for the month 1

13. Civil Service Meeting Held:

- March 22, 2021 – Meeting was not held due to no quorum.



PARKS & PUBLIC WORKS MONTHLY REPORT MARCH 2021

Monthly Highlights

- Shoulder and base leveling work on: Moon Rd, Old Hueco Tanks Rd, El Cid Subdivision, Van Nuys Lane, Anaheim, EPISO Rd
- Training and demonstration of Thermoplastic (new reflective paint)
- Cleaned out 14 ponding areas: To include Wal Mart, 9 in the Valles Subdivision, 5 in the Las Lunas
- Prepping and irrigation at all City Parks
- Painting and parking lot striping at Bulldog Park
- Sprinkler repair at all City Parks
- Covered numerous potholes throughout the City
- Installed parking stoppers at Cougar Park
- Replaced over 20 street signs (speed limit, stop, street name signs) throughout the city.



PARKS & PUBLIC WORKS

MONTHLY REPORT

MARCH 2021

Potholes Repairs:

- Middle Drain & Bauman
- Soto Lane
- Moon Road
- Bovee Road
- Rio Vista
- Vineyard
- Delano
- Van Nuys
- Alma Way
- Rankin
- Barnhart
- Zebu
- Angus
- Forsan
- Karon
- Worsham
- Little Corina
- Lucknow
- Rhutan
- Khyber
- Stacy
- Melton
- Montell
- Bejar
- Pretty Acres
- Sun Harvest
- Tokay
- Melendez
- Grijalva



SOCORRO POLICE DEPARTMENT MARCH MONTHLY REPORT

Arrest Report

Charge	Total
Assault Causes Bodily Injury / Family Violence (Misdemeanor)	4
Assault Causes Bodily Injury / Family Violence (Felony)	3
Aggravated Assault (Felony)	3
Assault on a Police Officer	2
Driving While Intoxicated (Felony)	0
Driving While Intoxicated (Misdemeanor)	12
Possession of Controlled Substance (Felony)	4
Criminal Trespass	2
Wanted Subjects Arrest (Warrant Executions)	3
Possession of Marijuana (Misdemeanor)	0
Criminal Mischief	1
Probation Violation	1
TOTAL	35

Calls for Service

WEEK 1	March 1-6	524
WEEK 2	March 7-13	449
WEEK 3	March 14-20	424
WEEK 4	March 21-27	389
WEEK 5	March 28-31	223
Total		2,009

Training

Officer Name	TCOLE COURSE	Date
BENAVIDEZ, MARIO L.	2531 - Military Service Time Training Credit	03/16/2021
BENAVIDEZ, MARIO L.	77096 - Coordinated Community Response (CCR)	03/22/2021
BURCIAGA, BELEM A.	77120 - Vehicle Patrol & Accident Prevention	03/26/2021
CASTANEDA, ADRIAN	2050 - S.W.A.T. (other than 3301 or 3310)	03/18/2021
DIAZ, JESEL	8158 - Body Worn Camera	03/08/2021
DIAZ, JESEL	3186 - 86th Legislative Session Legal Update	03/18/2021
DIAZ, JESEL	77096 - Coordinated Community Response (CCR)	03/19/2021
DIAZ, JESEL	3286 - Eyewitness Evidence/Identification (Mandate)	03/19/2021
DOMINGUEZ, JIMMY	77096 - Coordinated Community Response (CCR)	03/10/2021
DOMINGUEZ, JIMMY	2050 - S.W.A.T. (other than 3301 or 3310)	03/18/2021
FRAIRE JR, JOSE L.	2050 - S.W.A.T. (other than 3301 or 3310)	03/18/2021
HERNANDEZ, EDUARDO	2050 - S.W.A.T. (other than 3301 or 3310)	03/18/2021
MUNOZ, JASIEL	2050 - S.W.A.T. (other than 3301 or 3310)	03/18/2021
REY, CHRISTOPHER	77096 - Coordinated Community Response (CCR)	03/10/2021
ROBERSON III, WILL D.	77263 - De-Escalation of Force	03/24/2021
ROBERSON III, WILL D.	30418 - Civilian Interaction Training	03/24/2021
ROBERSON III, WILL D.	77111 - Law Enforcement Liability	03/24/2021
ROBERSON III, WILL D.	77192 - Use of Force and Deadly Force	03/24/2021
ROBERSON III, WILL D.	2107 - Use of Force (Intermediate)	03/24/2021
SOLIS III, RUDY	2050 - S.W.A.T. (other than 3301 or 3310)	03/18/2021
SOSA, IVAN	77096 - Coordinated Community Response (CCR)	03/06/2021
TRISTE, MARK A.	2050 - S.W.A.T. (other than 3301 or 3310)	03/18/2021
TRISTE, STEPHANIE M.	2050 - S.W.A.T. (other than 3301 or 3310)	03/18/2021

Case Management

Case Workload	TOTAL
ASSIGNED	5
ACTIVE (March 2020- March 2021)	325
CLOSED/EXCEPTIONALLY CLEAR	7
CLOSED/CLEAR BY ARREST	35
CLOSED/CLEAR BY JUVENILE ARREST	0
CLOSED/CLEARED WARRANT OBTAINED	0
CLOSED/CLEARED BY CITATION	0
PRESENTED TO DISTRICT ATTORNEY FOR FINAL DISPOSITION	0
PRESENTED TO COUNTY ATTORNEY FOR FINAL DISPOSITION	0
REFERRED TO OUTSIDE AGENCY	0
TASKFORCE OFFICER FEDERAL CASES	7
INACTIVE/LEADS EXHAUSTED	10

Ivy Avalos
Mayor

Ruben Reyes
At-Large

Cesar Nevarez
District 1/Mayor Pro Tem



Ralph Duran
District 2

Victor Perez
District 3

Yvonne Colon-Reyes
District 4

TO: Mayor and Council

FROM: Olivia Navarro, City Clerk

SUBJECT: MONTHLY REPORT – March 2021

Attended Council Meetings: Regular Virtual Council Meetings of
March 4 and 18, 2021

Prepared Regular Council Agenda for Meetings of March 4 and 18, and
Addendum to Agenda 2021

Prepared minutes for Regular Meetings of March 4 and 18

Received 35 Open Records Requests

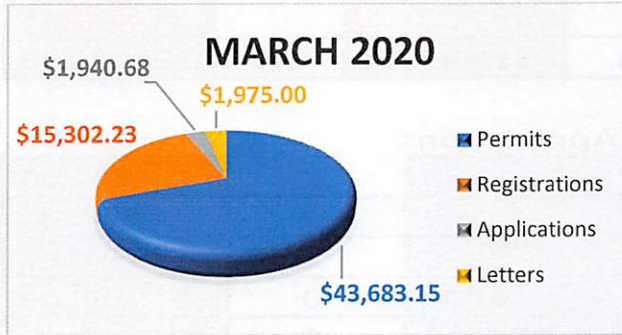
Responded to 37 Open Records requests.

Submitted two (2) claims to TML

Ivy Avalos
Mayor
Ruben Reyes
Representative
At Large
Cesar Nevarez
District 1
Mayor Pro-Tem



Ralph Duran
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Victor Perez
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District 4
Adriana Rodarte
City Manager



**Planning & Zoning Department
Monthly Report**

	March 2020		March 2021	
	Permits			
Residential Permits	57	\$29,868.15	118	\$81,130.63
Commercial Permits	1	\$75.00	1	\$75.00
Excavation and Grading Permits	0	\$0.00	2	\$431.25
Demolition Permits	0	\$0.00	1	\$50.00
Utility Gas Permits	2	\$125.00	4	\$200.00
Utility Water Permits	4	\$200.00	0	\$0.00
Utility Sewer Permits	2	\$100.00	1	\$50.00
Utility Plumbing Permits	33	\$3,725.00	75	\$8,350.00
Utility Electric Permits	50	\$4,525.00	105	\$10,625.00
Utility Mechanical Permits	34	\$3,825.00	80	\$8,475.00
Re-Inspection Fees	4	\$180.00	13	\$1,170.00
Vendor Permits	4	\$300.00	4	\$750.00
Event Permits	0	\$0.00	0	\$0.00
Sign Permits	0	\$0.00	1	\$83.00
Special Use Permits	0	\$0.00	0	\$0.00
Special Inspections	0	\$0.00	0	\$0.00
Park Fees	1	\$90.00	0	\$0.00
Beer & Wine	2	\$170.00	0	\$0.00
Returned Check Fees	0	\$0.00	0	\$0.00
Building Card Replacement	0	\$0.00	0	\$0.00
Solar Panel Permit	10	\$500.00	17	\$1,600.00
Trailer Parking Permit	0	\$0.00	0	\$0.00
Security Alarm Permit	0	\$0.00	0	\$0.00
TOTALS	204	\$43,683.15	422	\$112,989.88

		Registrations		
Business Registrations	12	\$862.23	3	\$270.00
Business Renewals	204	\$11,690.00	236	\$15,246.50
Car Dealership Annual Applications	8	\$1,500.00	5	\$750.00
Tire Management Registration	4	\$1,250.00	3	\$750.00
Color Run Participants	0	\$0.00	0	\$0.00
Event Sponsor	0	\$0.00	0	\$0.00
	228	\$15,302.23	247	\$17,016.50

		Applications		
Conditional Use Applications	0	\$0.00	1	\$650.00
Rezoning Applications	0	\$0.00	3	\$2,050.00
Lot Split Applications	0	\$0.00	1	\$550.00
Re-Plat Applications	0	\$0.00	0	\$0.00
Subdivision Applications	1	\$1,295.68	1	\$490.68
BOA Applications	0	\$0.00	1	\$100.00
Mobile Office	0	\$0.00	1	\$60.00
Mobile Home Placements	4	\$240.00	1	\$60.00
Mobile Home Transporters	6	\$405.00	0	\$0.00
	11	\$1,940.68	9	\$3,960.68

		Letters		
Official Address Changes	4	\$60.00	2	\$30.00
Zoning Confirmation Letters	0	\$0.00	1	\$45.00
Certificate of Occupancy	29	\$1,450.00	66	\$3,300.00
Letters of Zoning Compliance	30	\$465.00	69	\$1,035.00
Flood Determination Letter	0	\$0.00	0	\$0.00
Zoning Map Printable	0	\$0.00	0	\$0.00
	63	\$1,975.00	138	\$4,410.00

	March 2020		March 2021	
Subtotal	506	\$62,901.06	816	\$138,377.06
Third Party Inspections	4	\$1,200.00	25	\$7,500.00
Grand Total		\$61,701.06		\$130,877.06

Elia Garcia
Mayor

Rene Rodriguez
At Large

Cesar Nevarez
District 1/Mayor Pro-Tem



Ralph Duran
District 2

Victor Perez
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Yvonne Colon - Villalobos
District 4

City of Socorro

CODE COMPLIANCE MONTHLY REPORT FOR MARCH 2021

INSPECTIONS

The code compliance personnel accomplished the following activities:

Notices of Violation issued	98
Number of cleared cases (through voluntary compliance)	125
Citations Issued	52
Total	275

Tigua Animal Control

Calls resulting in animals being released to owners with a verbal warning	38
Calls resulting in impoundment	24
Calls resulting in unable to locate animal	34
Total	96

INTERNAL AND EXTERNAL PROJECT INVOLVEMENT

1. Business registration support to Planning Dept.
2. Removal of signage on public right of way and utility poles.
3. Public right of way compliance support to Street Department
4. Coordination and Involvement with external agencies (Lower Valley Water District)
5. Coordination and Involvement with external agencies (Tigua Animal Control)



Information Technology Department

Monthly report

March 2021



Projects and Goals:

- Continuation of New PD Building
- Continuation of Office 365 migration and Implementation
- Continuation of Darktrace Email Security Trail Addon
- Upgrade Live stream Equipment and Software
- Assist with City Vaccination Distribution
- Planning Phase of Security Camera installation at Recycling Center
- Planning Phase Security Camera installation for Rio Vista Community center.
- Planning IT Department move to new Building.
- Training of new live stream equipment and setup
- Continuation of Phishing Security Testing Campaign and Training Via city's Knowbe4 application

Mission-critical:

Administration

- Added, Deactivation, and Maintained City email exchange for new and old employees
- Added, Deactivation, and Maintained New & Expired Employees in Time clock and Network Access
- Updated and maintained the City website and City Source app.
- Updated and maintained work stations and Domain Network
- Work order issues
- Drone and Camra recording of Vaccination event at the second location site
- Continued with Team of Office 365 Migration and Implementation
- Darktrace Email Security Trail Addon
- Running live stream equipment and software for City Council meetings

Courts

- Updated and maintained work stations and Domain Network
- Work order issues
- Training clerk on new equipment start-up and operating software for live stream
- Monitored live stream of Traffic Court
- Replaced Broken Security Camera on the exterior of the building



Information Technology Department

Monthly report

March 2021



Recreation

- Updated and maintained work stations and Domain Network
- Work order issues
- Removed Computers and prepared Chayo location, created signs and drone recording of Vaccination distribution events
- IT staff Assisted with Distribution of Vaccination at the second location site
- Planning Security Camera installation for Rio Vista Community center.

Police Department

- Updated and maintained work stations and Domain Network
- Work order issues
- PMI and Vualt System Software installation of work stations
- New Building Project
 - Phase 2 Installation of CCTV Interior and exterior Camera System completed
 1. Camera installation complete
 2. DVR Rack installation complete
 3. Monitors installation complete
 - A. Server room monitor for all DVRs and Common Area Monitors
 - B. Wall-mounted and video streaming
 - Phase 2 Installation of Access points for New Police Building completed
 1. Entry Door Maglock with key card access
 2. Interior Door latch with key card access and exit
- AT&T Project of testing First-Net Cell phone network in our city
- Testing of Verkada self-contained Camera system security in the main lobby.

Parks & Public works

- Updated and maintained work stations and Domain Network
- Work order issues
- Installation of New motorized Gate system with Key access and Video control entry



Information Technology Department Monthly report March 2021



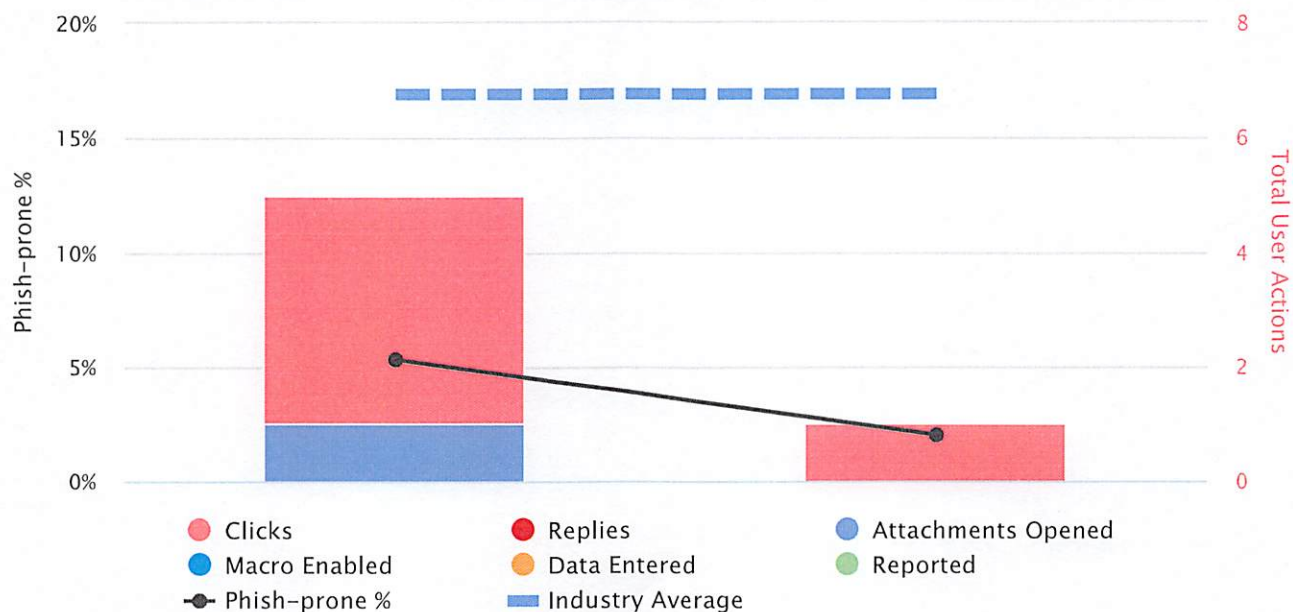
Planning & Zoning

- Updated and maintained work stations and Domain Network
- Work order issues
- Planning Computer upgrades for Planning Tech
- Running live stream equipment and software for Board & Commissioners meetings

Phishing Security Test Reports

Phishing Security Tests 03/01/2021 – 03/31/2021

5 Clicks, 0 Replies, 1 Attachments Opened, 0 Macro Enabled, 0 Data Entered, 0 Reported





City of Socorro, TX Grants & Special Projects

March 2021 Monthly Report

[March 1, 2021 - March 31, 2021]

Contents

Executive Summary	2
Financial Overview	2
Department Service Hours	4
Active Grants	4

Executive Summary

The primary function of the Grants & Special Projects Department (GSPD) is to assist other City Departments in meeting our City's Mission and Vision to better serve the residents of Socorro, Texas. To this end, the GSPD has identified the following department goals:

- **Grants Search and Identification**
- **Pre-Award Activities**
- **Post-Award Activities**

Figure 1 – Overview of grant services provided by the Grants & Special Projects Department (GSPD).



During this reporting period (March 1, 2021 to March 31, 2021), the GSPD, which is composed of one (1) full-time Grants Coordinator and one (1) full time Grants Technician, logged approximately 322 service hours across various grant projects.

Highlights during this reporting period include:

- Updates to the City of Socorro's Chapter 380 Economic Development Policy in coordination with El Paso County's Economic Development Office, the Borderplex Alliance, and the Workforce Solutions Borderplex
- Assistance in the establishment of new economic development partnership with the El Paso Trade and Manufacturing Council.
- Spearheading transition of active grant projects to eCivis Grant Management Software in order to optimize project planning, maximize department efficiency, and minimize state and federal grant compliance risks.

Other items:

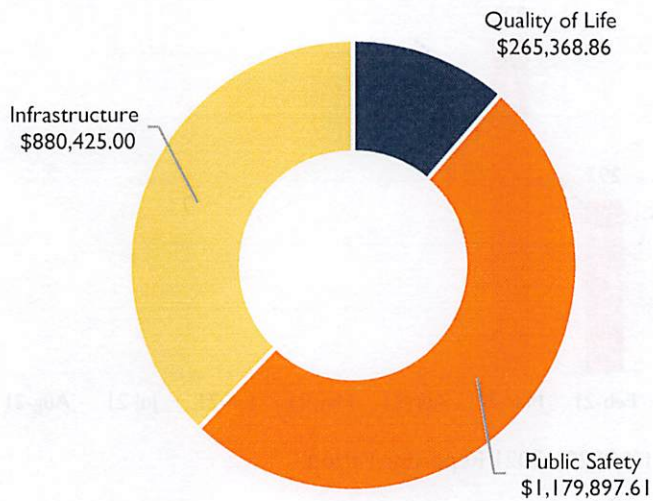
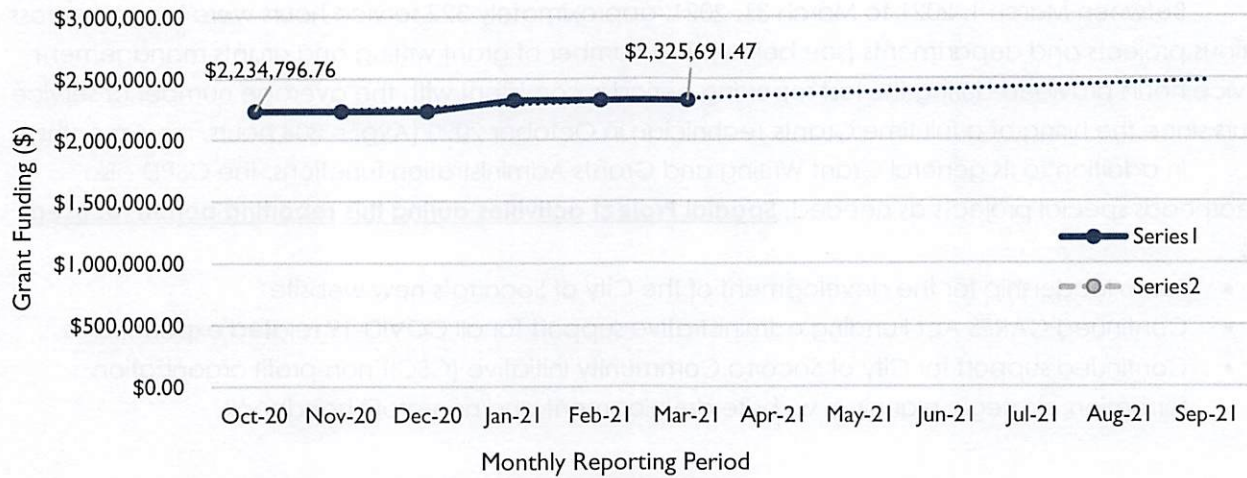
- The Department has lost its full-time Grants Technician and is now reduced to one (1) full-time Grants Coordinator

As always, it is the goal of the GSPD to continue to meet the funding needs and priorities of each department in order to enhance our capacity to serve the residents of Socorro.

Financial Overview

The following is a general overview of the grant funding available to City Departments since the start of the **new 2020-2021 fiscal year on October 1st, 2020**. The Active Grants Funding table below represents the **net amount** of grant funding available to active grant projects since the start of the **new 2020-2021 fiscal year**. As of this reporting period, active grant funding awards total **\$2,325,691.47**.

FY 2020 - 2021 Grant Funding Awarded



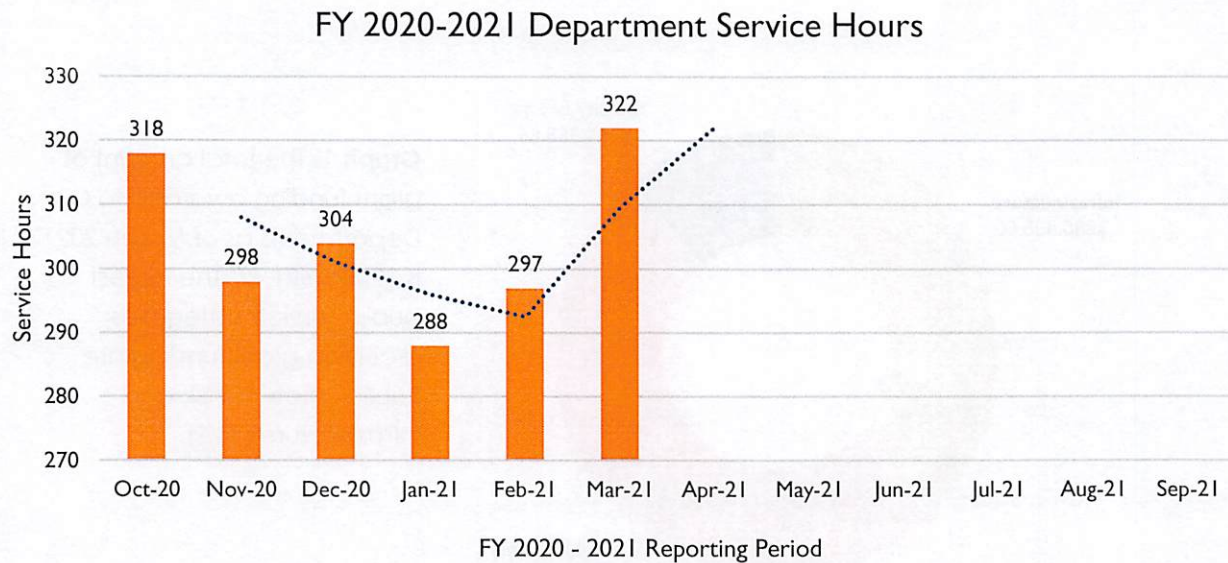
Graph 1. The total amount of grant funding awarded to City Departments as of March 2021 is \$2,325,691.47. The largest public service categories receiving grant funding are Public Safety (51%), and Infrastructure (38%).

Department Service Hours

Between March 1, 2021 to March 31, 2021, approximately 322 service hours were logged across various projects and departments (see below). The number of grant writing and grants management service hours provided during this last reporting period is consistent with the average number of service hours since the hiring of a full-time Grants Technician in October 2020 (Avg. = 304 hours, n = 6 months).

In addition to its general Grant Writing and Grants Administration functions, the GSPD also spearheads special projects as needed. **Special Project activities during this reporting period focused on:**

- Team leadership for the development of the City of Socorro's new website
- Continued CARES Act Funding administrative support for all COVID-19 related expenditures
- Continued support for City of Socorro Community Initiative (CSCI) non-profit organization formation, strategic planning, website development and non-profit handbook.



Active Grants

Projects that have been awarded grant funds are listed in Table 2 below. Currently, the GSPD assists City departments with the administration of twenty-three (23) grant projects across various departments totaling **\$2,325,691.47** in federal, state, or foundation dollars.

Table 2. Summary of FY 2020 – 2021 Grant Funding Awards

Financial Information	Project Information
-----------------------	---------------------

City Department	Funding Agency	Grant Program	CFDA	Contract No.	Funding Awarded	Funding requested for...	Project Start Date	Project End Date
Recreation Centers	US Department of the Interior - National Park Service (NPS) URC	Historic Preservation Fund's Underrepresented Communities Grant Program	15.904	P17AP00016	\$19,800.00	RV's nomination as a National Historic Landmark (NHL).	3/31/2017	10/1/2020
Police Department	Office of the Governor's Homeland Security Grants Division	State Homeland Security Program - Regular	97.067	3829001	\$20,060.48	Generator for EOC 2 for SPD	9/1/2019	10/31/2020
Recreation Centers	Hogg Foundation for Mental Health	Texas Communities Count Program	Foundation	TCC-074	\$56,144.00	In Socorro, Everyone Counts Census 2020 Outreach Campaign	12/1/2019	10/31/2020
Planning & Zoning	HUD - Texas Department of Agriculture	FY17-18 TxCDBG Community Development Fund	14.228	7218460	\$275,000.00	Flood and Drainage Improvements	11/1/2018	10/31/2020
Recreation Centers	Paso del Norte Health Foundation	IGNITE Program	Foundation	2184	\$54,962.43	Youth in Culture youth arts program	12/1/2019	11/30/2020
Police Department	OOG - Criminal Justice Division	Violence Against Women Justice and Training Program (VAWA)	16.588	3828801	\$6,958.00	Violence Against Women Act Training for Law Enforcement	9/1/2019	1/31/2021
Police Department	USDOJ Bureau of Justice Assistance	Coronavirus Emergency Supplemental Funding (CESF) Program, FY2020	16.034	4147801	\$38,072.49	Emergency COVID-19 funds for SPD	2/1/2020	1/31/2021
Police Department	Office of the Governor (OOG) - Homeland Security Grants Division (HSGD)	Operation Stonegarden Solicitation - FY 19	97.067	3007205	\$72,337.68	OTH for officers supporting the border initiative and M&A	3/1/2020	2/28/2021
Police Department	Office of the Governor's Criminal Justice Division	DJ17-PY20 Justice Assistance Grant (JAG) Program	16.738	3829101	\$55,059.26	Community Outreach Program through Socorro Police Department	10/1/2019	3/31/2021
Recreation Centers	Texas Historical Commission	Texas Preservation Trust Fund	Foundation	TPTF-002-P-0	\$30,000.00	Rio Vista Architectural Plans and Specifications	TBD	7/30/2021
Police Department	USDOJ - Office of Justice Programs	FY19 Bulletproof Vest Partnership Program	16.607	None	\$2,430.36	NIJ compliant armored vests for law enforcement	4/1/2019	8/31/2021
Police Department	Office of the Governor - Criminal Justice Division	Juvenile Justice & Truancy Prevention Grant Program, FY2021	State	3997901	\$26,313.74	Socorro Police Athletics League (PAL)	9/1/2020	8/31/2021
Police Department	Office of the Governor (OOG) Homeland Security Grants Division	BL21 Local Border Security Program (LBSP)	State	3000906	\$76,000.00	Overtime for officers and dispatchers supporting the border initiative	9/1/2020	8/31/2021
Police Department	Office of the Governor - Criminal Justice Division	Rifle-Resistant Body Armor Grant Program, FY 2021	State	3957101	\$12,855.00	Rifle-Resistant Body Armor	9/1/2020	8/31/2021
Police Department	Office of the Governor (OOG) - Criminal Justice Division (CJD)	VA-Victims of Crime Act Formula Grant Program	16.575	3828902	\$39,959.20	Year 2 - Crime Victims Advocate	10/1/2020	9/30/2021
Police Department	Office of the Governor's Criminal Justice Division	DJ18 PY20 Justice Assistance Grant (JAG) Program	16.738	4000001	\$10,705.00	Crime mapping software and training	10/1/2020	9/30/2021

Recreation Centers	Texas Historical Commission	FY 2020 Certified Local Government Program	15.904	TX-20-10034	\$34,500.00	Rio Vista Farm Rehabilitation Project	4/1/2020	12/31/2021
Police Department	USDOJ - COPS Office	FY 2020 COPS Hiring Program (CHP)	16.710	2020UMWX0203	\$742,237.00	Hiring of six (6) officers for SPD Community Policing	7/1/2020	6/30/2023
Planning & Zoning	Federal Highway Administration (FHWA) via pass-through to EPMPO	Transportation Alternatives Set-Aside (TASA)	20.205	E502X	\$605,425.00	Passmore Shared-Use Path	7/16/2020	TBD
Police Department	Office of the Governor's Homeland Security Grants Division	FY 20 State Homeland Security Program - LETPA	97.067	9101	\$60,477.12	Regional Tactical Team	9/1/2020	8/31/2021
Recreation Centers	Paso del Norte Health Foundation	Healthy Kids Initiative	Foundation	PDNIG	\$54,962.43	Year 2 of the Socorro Youth in Culture Art Program	12/1/2020	11/30/2021
Police Department	Office of the Governor's Homeland Security Grants Division	FY 19 State Homeland Security Program - Regular	97.067	SHSPR	\$16,432.28	Interoperable Communications	9/1/2019	8/31/2021
Recreation Centers	Texas Historical Commission	FY 2021 Certified Local Government Grant	15.904	TBD	\$15,000.00	Rio Vista Farm 360 Virtual Tour	TBD	TBD
Total in Active Grant Funds*					\$2,325,691.47			

CITY AUDITOR MONTHLY REPORT

MARCH 2021



The Mission of the City Auditor is help the City of Socorro, Texas achieve its objective by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes. In addition, promote transparency, accountability, efficiency, and effectiveness.

PROJECTS COMPLETED

- Reviewed the Bank Reconciliations for the month of February 2021 and all Journal Entries posted in the month.
- Finalized and presented Project No. CA03-002 Payroll Process and Internal Controls Follow-up.
- Finalized Project No. CA01-008 P-Card Disbursements review from December 2020 and January 2021.
- Commenced test-work for Cash disbursement internal audit from October 2020 to February 2021.

SHORT TERM GOALS

- Finalize City of Socorro Uniform Policy and Fleet Operations Manual that includes feedback from all departments per City Managers instructions, present to council and enforce it.
- Present Project No. CA01-008 P-Card Disbursements review from December 2020 and January 2021.
- Project No. CA01-009 P-Card Disbursements review from February 2021 to March 2021.
- Finalize Cash disbursement internal audit from October 2020 to February 2021.

LONG TERM GOALS

- Project No. CA02-003- Audit of Fuel Management System and Internal Controls from April 2020 to September 2020.
- City Fleet internal controls and analysis from October 2020 to February 2021.
- Assist on the update the Employee Manual based on previous audit reports and changes of internal procedures.
- Information systems procedures and controls internal audit.
- Establish a fraud risk management program to prevent, deter and detect fraud.

Ivy Avalos
Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1/Mayor Pro Tem



Ralph Duran
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

**REGULAR COUNCIL MEETING MINUTES
APRIL 1, 2021 @ 6:00 P.M.
VIRTUAL MEETING**

MEMBERS PRESENT:

Mayor Ivy Avalos
Ruben Reyes
Cesar Nevarez
Ralph Duran
Yvonne Colon-Villalobos

MEMBERS ABSENT:

Victor Perez

STAFF PRESENT:

Adriana Rodarte, City Manager
Olivia Navarro, City Clerk
Jim Martinez (*joined virtually*)

Estevan Gonzales, IT Director
Diana Rodriguez, Recreation Leader

1. CALL TO ORDER

The meeting was called to order at: 6:17 pm.

2. Pledge of Allegiance and a Moment of Silence

Pledge of Allegiance led by Adriana Rodarte.

3. Establishment of Quorum

Quorum was established with five council members present.

PUBLIC COMMENT

4. Public Comment

No speakers for Public Comment.

A motion was made by Cesar Nevarez seconded by Ralph Duran to *move up items eighteen (18) and nineteen (19)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Ralph Duran and Yvonne Colon-Villalobos

Nays:

Absent: Victor Perez

18. *DISCUSSION AND ACTION TO APPROVE THE APPOINT OF GUADALUPE MISQUEZ TO THE PLANNING AND ZONING COMMISSION PLACE 1.* CESAR NEVAREZ

A motion was made by Cesar Nevarez seconded by Ralph Duran to *approve item number eighteen (18)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Ralph Duran and Yvonne Colon-Villalobos

Nays:

Absent: Victor Perez

19. *SWEARING IN OF NEWLY APPOINTED COMMISSIONER.*

Mayor Avalos swore in Ms. Guadalupe Misquez.

PRESENTATION

5. *PRESENTATION BY CITY MANAGER, REGARDING JANUARY AND FEBRUARY 2021 MONTHLY REPORT.* ADRIANA RODARTE

Presentation made by Adriana Rodarte.

CONSENT AGENDA

6. *EXCUSE ABSENT COUNCIL MEMBERS.* OLIVIA NAVARRO

7. *APPROVAL OF REGULAR COUNCIL MEETING MINUTES OF MARCH 18, 2021.* OLIVIA NAVARRO

8. *DISCUSSION AND ACTION TO APPROVE FEBRUARY 2021 ACCOUNTS PAYABLE REPORT.* CHARLES CASIANO

9. *DISCUSSION AND ACTION TO APPROVE FEBRUARY 2021 CASH RECEIPTS REPORT.* CHARLES CASIANO

10. *DISCUSSION AND ACTION TO APPROVE FEBRUARY 2021 UNAUDITED FINANCIAL REPORT.* CHARLES CASIANO

A motion was made by Ruben Reyes seconded by Ralph Duran to *approve the Consent Agenda*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Ralph Duran and Yvonne Colon-Villalobos

Nays:

Absent: Victor Perez

REGULAR AGENDA

PUBLIC HEARING/ORDINANCES

11. PUBLIC HEARING OF ORDINANCE 494 AMENDMENT 1 TO DECREASE EXPENDITURES BY \$108,600.00 FISCAL YEAR 2020-2021.

ADRIANA RODARTE

Public Hearing opened at 6:37 pm

No speakers

Public Hearing closed at 6:38 pm

12. SECOND READING AND ADOPTION OF ORDINANCE 494 AMENDMENT 1 TO DECREASE EXPENDITURES BY \$108,600.00 FISCAL YEAR 2020-2021.

ADRIANA RODARTE

A motion was made by Ruben Reyes seconded by Ralph Duran to *approve item number twelve (12)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Ralph Duran and Yvonne Colon-Villalobos

Nays:

Absent: Victor Perez

GRANTS DEPARTMENT

13. DISCUSSION AND ACTION TO APPROVE AN AGREEMENT OF COLLABORATION BETWEEN THE CITY OF SOCORRO AND EL PASO TRADE AND MANUFACTURING COUNCIL.

ALEJANDRA VALADEZ

A motion was made by Ruben Reyes seconded by Cesar Nevarez to Cesar Nevarez to *approve item number thirteen (13)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Ralph Duran and Yvonne Colon-Villalobos

Nays:

Absent: Victor Perez

14. DISCUSSION AND ACTION TO APPROVE THE USE OF \$200,000 OF CARES ACT FUNDING FOR THE SOCORRO SMALL BUSINESS RELIEF PROGRAM.

ALEJANDRA VALADEZ

A motion was made by Cesar Nevarez seconded by Ralph Duran to *approve item fourteen (14)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Ralph Duran and Yvonne Colon-Villalobos

Nays:

Absent: Victor Perez

PLANNING AND ZONING DEPARTMENT

15. DISCUSSION AND ACTION ON THE PRELIMINARY AND FINAL PLAT APPROVAL FOR RANCHO ESCONDIDO ESTATES, BEING TRACT 2E2, BLOCK 11, SOCORRO GRANT FOR A NEW DEVELOPMENT.

JOB TERRAZAS

A motion was made by Ruben Reyes seconded by Ralph Duran to *approve item number fifteen (15)*. Motion passed.

Conrad Conde from Conde Engineering spoke on this item

Ayes: Ruben Reyes, Cesar Nevarez, Ralph Duran and Yvonne Colon-Villalobos

Nays:

Absent: Victor Perez

16. DISCUSSION AND ACTION ON THE PRELIMINARY AND FINAL PLAT APPROVAL FOR JORDAN SUBDIVISION, BEING TRACTS 5A & 6B1A, BLOCK 27, SOCORRO GRANT LOCATED AT 11661 SOCORRO RD FOR A LOT SPLIT.

JOB TERRAZAS

A motion was made by Ruben Reyes seconded by Ralph Duran to *approve item number sixteen (16)*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Ralph Duran and Yvonne Colon-Villalobos

Nays:

Absent: Victor Perez

CITY MANAGER

17. DISCUSSION AND ACTION TO APPROVE THE LEASE AGREEMENT BETWEEN THE BOARD OF REGENTS OF TEXAS A&M UNIVERSITY SYSTEM (TAMUS) AND THE CITY OF SOCORRO FOR THE RIO VISTA PARK FROM MAY 1, 2021 THROUGH APRIL 30, 2026.

ADRIANA RODARTE

A motion was made by Ralph Duran seconded by Ruben Reyes to *approve item number seventeen (17)*. Motion passed.

Miriam Cruz spoke on this item.

Ayes: Ruben Reyes, Cesar Nevarez, and Ralph Duran
Nays:
Absent: Victor Perez and Yvonne Colon-Villalobos

A motion was made by Ralph Duran seconded by Ruben Reyes *to move into Executive Session at this time.* Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, Ralph Duran and Yvonne Colon-Villalobos
Nays:
Absent: Victor Perez

CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 7:00 PM

EXECUTIVE SESSION

CITY COUNCIL RECONVENED IN PEN SESSION AT 7:03 PM

20. *DISCUSSION AND ACTION* ON ADVICE RECEIVED FROM CITY ATTORNEY IN CLOSED SESSION, AND ACTION TO APPROVE REAL ESTATE TRANSACTION; AUTHORIZE FILING OR SETTLEMENT OF LEGAL ACTION; AUTHORIZE EMPLOYMENT OF EXPERT WITNESSES AND CONSULTANTS, AND EMPLOYMENT OF SPECIAL COUNSEL WITH RESPECT TO PENDING LEGAL MATTERS. *ADRIANA RODARTE*

21. *DISCUSSION AND ACTION* ON QUALIFICATIONS OF INDIVIDUALS FOR EMPLOYMENT AND FOR APPOINTMENT TO BOARDS & COMMISSIONS, JOB PERFORMANCE OF EMPLOYEES, REAL ESTATE ACQUISITION AND RECEIVE LEGAL ADVICE FROM CITY ATTORNEY REGARDING LEGAL ISSUES AFFECTING THESE MATTERS. *ADRIANA RODARTE*

22. *DISCUSSION AND ACTION* REGARDING PENDING LITIGATION AND RECEIVE STATUS REPORT REGARDING PENDING LITIGATION. *ADRIANA RODARTE*

A motion was made by Ruben Reyes seconded by Ralph Duran to *delete items twenty (20). twenty-one (21) and twenty-two (22).* Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, and Ralph Duran
Nays:
Absent: Victor Perez and Yvonne Colon-Villalobos

23. *DISCUSSION AND ACTION* REGARDING TEXAS GAS SERVICE'S REVISED INTERIM RATE ADJUSTMENT APPLICATION. [551.071] *JAMES A. MARTINEZ*

A motion was made by Ralph Duran seconded by Ruben Reyes to *suspend the effective date of requested rate adjustment for forty-five (45) days and council to act on or before June 25, 2021*. Motion passed.

Ayes: Ruben Reyes, Cesar Nevarez, and Ralph Duran

Nays:

Absent: Victor Perez and Yvonne Colon-Villalobos

24. ADJOURN

A motion was made by Ralph Duran seconded by Ruben Reyes to *adjourn at 7:07 pm*.

Ayes: Ruben Reyes, Cesar Nevarez, and Ralph Duran

Nays:

Absent: Victor Perez and Yvonne Colon-Villalobos

Ivy Avalos, Mayor

Olivia Navarro, City Clerk

Date minutes were approved

ITEM 8

Ivy Avalos
Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1/Mayor
ProTem



Ralph Duran
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

DATE April 8, 2021

TO: Mayor and Council

FROM: Olivia Navarro

SUBJECT: Discussion and action to approve the FY 2021-2022 Budget Calendar.

SUMMARY

BACKGROUND

STATEMENT OF THE ISSUE

In preparation of the 2021-2022 budget and Tax Rate, attached is the calendar which includes 2 capital program workshops and 2 budget workshops.

FINANCIAL IMPACT

ALTERNATIVE

NO APPROVE

STAFF RECOMMENDATION

Approve the calendar

BUDGET/TAX DATES

1. Capital Program Workshop 1- Special CC Meeting May 20, 2021 at 4:00 p.m.
2. Capital Program Workshop 2- Special CC Meeting June 3, 2021 at 4:00 p.m.
3. Budget Workshop 3 – Special CC Meeting July 1, 2021 at 4:00 p.m.
4. Budget Workshop 4 – Special CC Meeting July 15, 2021 at 4:00 p.m.

1. August 5, 2021 City Council Meeting

- Discussion and action to approve the anticipated proposed Tax Rate for Fiscal year commencing October 1, 2020 thru September 30, 2021 for the City of Socorro, Texas.
- Discussion and action to approve the scheduling of two (2) public hearings on August 19 and September 2, 2021 for the anticipated proposed tax rate for the fiscal year commencing October 1, 2021 thru September 30, 2022.

2. August 15, 2021– City Manager must file the proposed budget with the city clerk the 30th day before the date of the governing body of the municipality makes its tax levy for the fiscal year. City Clerk shall take action to ensure that the proposed budget is posted on the website. (LGC 102)

3. August 19, 2021 Regular City Council Meeting

- Discussion and action on to announce the date on which City Council will take final action on the Tax Rate and on the Municipal Budget.
- 1st **Public Hearing** on city of Socorro's Property Tax Rate
- *Presentation and discussion* regarding tax rate calculations, revenues and expenditures for the City of Socorro's proposed budget for fiscal year 2021.

4. September 2, 2021 Regular City Council Meeting

- 2nd **Public Hearing** on city of Socorro's Property Tax Rate
- *Public Hearing* regarding the Five-Year Capital Improvement Program and approve Resolution ____ pursuant to Sections 5.08 and 5.09 of the Socorro City Charter.
- *Presentation and discussion* regarding tax rate calculations, revenues and expenditures for the City of Socorro's proposed budget for fiscal year 2021.
- Discussion and action on to announce the date on which City Council will take final action on the Tax Rate and on the Municipal Budget.

- **Introduction, First Reading and Calling for a Public Hearing on an Ordinance authorizing the assessment and collection of property taxes within the City of Socorro, Texas and further authorizing the El Paso City Tax Office to perform the actual assessment and collection of said property taxes on behalf of the City of Socorro, Texas for the fiscal year commencing on October 1, 2021 and ending on September 30, 2022.**
- **Introduction, First Reading and Calling for a Public Hearing on an Ordinance adopting a budget for the fiscal year commencing October 1, 2021 and ending on September 30, 2022 for the City of Socorro, Texas.**
- ***Introduction, First Reading and Calling for a Public Hearing*** on an Ordinance of the City of Socorro, Texas adopting the amended Organizational Chart for the City of Socorro.

5. September 9, 2021 Special City Council Meeting

- **Public Hearing** – An Ordinance adopting a budget for the fiscal year commencing October 1, 2021 and ending on September 30, 2022 for the City of Socorro, Texas.
- **Public Hearing** On an Ordinance authorizing the assessment and collection of property taxes within the City of Socorro, Texas and further authorizing the El Paso City Tax Office to perform the actual assessment and collection of said property taxes on behalf of the City of Socorro, Texas for the fiscal year commencing on October 1, 2021 and ending on September 30, 2022.
- **Public Hearing** on an Ordinance of the City of Socorro, Texas adopting the amended Organizational Chart for the City of Socorro
- **Second Reading and Adoption of an Ordinance adopting a budget for the fiscal year commencing October 1, 2021 and ending on September 30, 2022 for the City of Socorro, Texas.**
- **Second Reading and Adoption of an Ordinance authorizing the assessment and collection of property taxes within the City of Socorro, Texas and further authorizing the El Paso City Tax Office to perform the actual assessment and collection of said property taxes on behalf of the City of Socorro, Texas for the fiscal year commencing on October 1, 2021 and ending on September 30, 2022.**
- ***Second Reading and Adoption*** on an Ordinance of the City of Socorro, Texas adopting the amended Organizational Chart for the City of Socorro
- **Discussion and action to ratify the tax increase set forth in Ordinance adopting a budget for the City of Socorro.**

Ivy Avalos
Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1/Mayor Pro-Tem



Ralph Duran
District 2

Victor Perez
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

April 12, 2021

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Alejandra Valadez, Grants Coordinator, City of Socorro

SUBJECT:

Resolution proclaiming the month of April Fair Housing Month in the City of Socorro, Texas to end housing discrimination and raise awareness of every resident's fair housing rights.

SUMMARY

The month of April is National Fair Housing Month! The year 2021 will mark the 53rd anniversary of the Fair Housing Act designed to protect Americans from discrimination in the sale, rental and housing based on the seven protected classes; race, color, religion, sex, handicap, familial status, and national origin. Discrimination in fair housing happens every day. To report a fair housing violation call 1-800-669-977 or visit www.hud.gov.

STATEMENT OF THE ISSUE

The Fair Housing Act, or Title VIII of the Civil Rights Act of 1968, was approved by President Lyndon B. Johnson just one week after the assassination of Martin Luther King. The Fair Housing Act outlawed housing discrimination based on a person's race, color, religion, sex, handicap, familial status, and national origin. Individuals who believe they have experienced housing discrimination can file a complaint with the U.S Housing and Urban Development (HUD) at no charge. By law, all fair housing violation complaints must be fully investigated by HUD.

As a TxCDBG grant recipient, the City of Socorro has a responsibility to inform its citizens of its fair housing rights.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): N/A

Funding Source: N/A

Amount: \$0.00

Quotes (Name/Commodity/Price): N/A

Co-op Agreement (Name/Contract#): N/A

ALTERNATIVE

Not Approve – The City will not proclaim April Fair Housing Month in the City of Socorro, Texas

STAFF RECOMMENDATION

Approve – The City will proclaim April Fair Housing Month

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____

Ivy Avalos
Mayor
Ruben Reyes
At Large
Cesar Nevarez
District 1/Mayor Pro-Tem



Ralph Duran
District 2
Victor Perez
District 3
Yvonne Colon - Villalobos
District 4
Adriana Rodarte
City Manager

RESOLUTION 640

Proclamation of April as Fair Housing Month in Socorro, Texas

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, The National Fair Housing Law, during the month of April provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW THEREFORE, WE, the City Council of the City of Socorro, do proclaim April as Fair Housing Month in the City of Socorro and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and Approved this 15th Day of April 2021.

ATTEST:

CITY OF SOCORRO

Olivia Navarro
City Clerk

Ivy Avalos
Mayor

April 15, 2021

Fair Housing Act

Fair Housing is Your Right. Fair Housing is The Law.

City of Socorro, Texas





City of Socorro,
Texas



What is the Fair Housing Act?

The Fair Housing Act **protects people from discrimination** when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities.

The Texas Fair Housing Act or Texas property code chapter 301 mirrors the federal Fair Housing Act, and is designed just like the federal, to provide for fair housing practices, create procedures for investigating a federal complaint and to provide rights and remedies for fair housing.



City of Socorro,
Texas



What are the seven protected classes?

The Fair Housing Act prohibits discrimination in housing because of:

- Race
- Color
- National Origin
- Familial Status
- Religion
- Sex
- Disability



City of Socorro,
Texas



Race

- Asian
- African American or Black
- Native American or Alaska Native
- Native Hawaiian or Other Pacific Islander
- White

Example of Housing Discrimination: A landlord or lender steers a black family from renting or purchasing a home in a predominantly white neighborhood because they are black.

(Hispanic is identified as a national origin for the purposes of the Fair Housing Act)



City of Socorro,
Texas



Color

- Pigmentation of the skin
- Color discrimination can occur by individuals within the same race

Example of Housing Discrimination: A real estate agent shows homes located in low-income neighborhoods only to people with darker skin colors.



City of Socorro,
Texas



National Origin

- Ancestry
- Birthplace
- Ethnic Background
- Limited English Proficiency (read, write, speak or understand English)

Example of Housing Discrimination:

- A real estate agent refuses to assist a homebuyer who has limited English proficiency.
- A property management company cannot require residents to only speak English in common areas.



City of Socorro,
Texas

Familial Status

Includes persons who are:

- Pregnant
- Parent/Legal custodian of a child living with them who is under 18
- Securing custody of a child

Extra restrictions that target only children are also not allowed

Example of Housing Discrimination: *“You can’t rent that unit - families aren’t allowed in that building because older residents don’t want children there”*

A landlord produces discriminatory advertisements, like advertisements that say “no children”.



City of Socorro,
Texas



Religion

- Over discrimination against members of a particular religion or with no religious affiliation (agnostics and atheists)
- Indirect discrimination such as zoning to limit use of private homes as places of worship

Examples of Housing Discrimination: A leasing agent states that no units are available to someone wearing a head covering when apartments are immediately available



City of Socorro,
Texas



Sex

- Gender stereotyping
- Discriminatory pricing
- Sexual harassment

Examples of Housing Discrimination: A landlord cannot deny access to or membership in a facility or service due to someone's biological sex.



City of Socorro,
Texas



Disability

A disability is

- A mental or physical impairment that substantially limits at least one major life activity
- A record of an impairment
- Being regarded as having an impairment

Examples of Housing Discrimination: Refusing to make a reasonable accommodation to grant permission for an assistance animal or assigning an accessible parking space.



City of Socorro,
Texas

For more information about your Fair Housing Rights
visit <https://www.hud.gov/fairhousing>

For training and technical assistance visit the Texas
Workforce Commission at <https://www.twc.texas.gov>

If you have been discriminated against or to file a
housing discrimination complaint visit
www.hud.gov/fairhousing.org or call **1-800-669-9777**

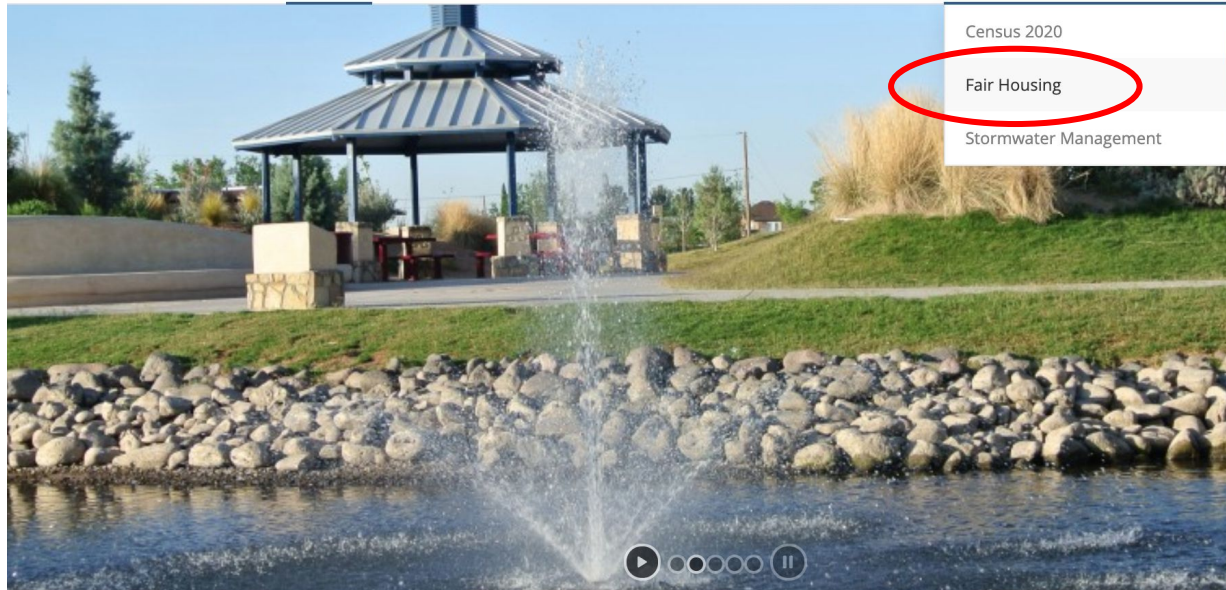


City of Socorro,
Texas

Or visit the City of Socorro's website at
www.ci.socorro.tx.us



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A City With a Mission



City of Socorro,
Texas

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Home

About

Departments

Municipal Court

Public Services

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FAIR HOUSING IS YOUR RIGHT.

Fair Housing is for Everyone!



FAIR HOUSING IS YOUR RIGHT!

A City With a Mission

The Socorro community

Thank you!

Questions?



Ivy Avalos
Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1/Mayor Pro-Tem



Ralph Duran
District 2

Victor Perez
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

April 12, 2021

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Alejandra Valadez, Grants Coordinator, City of Socorro

SUBJECT:

Discussion and action to approve the submission of a grant application to the National Endowment for the Arts Challenge America Program for the Socorro Art Walk. There is a \$10,000 match requirement.

SUMMARY

City Council will approve the submission of a grant application to the NEA's Challenge America Program for the development of a Socorro Art Walk to promote the arts & culture in Socorro, Texas, highlight our local historic sites, and encourage physical activities such as walking. Approximately \$10,000 in grant funds will be requested from the NEA for the development and installation of at least three (3) public art sculptures or murals at important local places and history sites such as the Rio Vista Community Center and the Historic Mission Trail. There is a \$10,000 match requirement.

STATEMENT OF THE ISSUE

The City of Socorro is comprised of many important historical places and sites as well as a plethora of talented and experienced artists, artisans and makers. More recently, the City of Socorro has spearheaded the development of the Socorro Youth in Culture Program (SY!C), an artist program designed to engage local youth in virtual art lessons during the COVID-19 pandemic, and foster a sense of community at a time when youth were becoming increasingly disconnected and isolated. The SY!C Youth have participated in the development of various public art installations and murals, such as the "Welcome to Socorro" mural on Horizon Boulevard, and the upcoming recycled art sculpture currently known as the "Safety Soldier". The SY!C Youth and Artists would like to continue to give back to the community through the creation of a Socorro "Art Walk".

Art Walks have become a popular way for communities to engage with public art, historic sites, and places of business in downtown districts, historic districts and main streets. Prior to the onset of COVID-19 shutdowns, the “Last Thursdays” Art Walk in El Paso included guided and self-guided art walk tours, gallery crawls, and encouraged visitors to pay patronage to local businesses along the way. Art walks can involve murals, sculptures, art benches, and wayfinders, among others. Art walks across Texas are oftentimes small and self-guided, including only a handful of art pieces spread out across a short walk, but they can also be big events involving scheduled walking tours, artists and farmers markets, as well as musical shows and performing artists.

Examples of Art Walks in other small Texas cities include:

- Baytown, Texas Art Walk - <https://www.visitbaytown.com/baytownartwalk>
- Greenville, Texas Art Walk - <https://www.ci.greenville.tx.us/1142/Downtown-Art-Walk>
- City of Keller, Texas Rotating Sculptures - <https://www.cityofkeller.com/services/public-arts/rotating-sculptures>

This project will include the development and installation of at least three (3) public art pieces (sculptures or murals) by SY!C Program youth in collaboration with experienced local artists at important local places and historic sites such as the Rio Vista Farm and the Historic Mission Trail. As the SY!C Program continues to grow, this Art Walk can be expanded to include more art pieces and sculptures throughout the years.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): General Fund

Funding Source: NEA Challenge America

Amount: \$10,000.00

Quotes (Name/Commodity/Price): N/A

Co-op Agreement (Name/Contract#): N/A

ALTERNATIVE

Not Approve – The City will **not** approve the submission of a grant application to the NEA Challenge America Program.

STAFF RECOMMENDATION

Approve – The City will approve the submission of a grant application to the NEA Challenge America Program.

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____

Examples of Art Walks in Small Texas Cities



Art installation in Baytown, Texas

<https://www.visitbaytown.com/baytownartwalk>



Mural in Greenville, Texas

<https://www.ci.greenville.tx.us/142/Downtown-Art-Walk>



Art benches in Conroe, Texas

<https://www.ci.greenville.tx.us/142/Downtown-Art-Walk>

[Menu](#)

CHALLENGE AMERICA: Program Description

[FAQs for Applicants & Awardees in Response to COVID-19 »](#) [/covid-19-faqs>](#)

The National Endowment for the Arts is the only arts funder in America—public or private—that provides access to the arts in all 50 states, the District of Columbia, and U.S. territories. Through our grantmaking to thousands of organizations each year, we support the creative capacity of communities to provide all Americans with diverse opportunities for arts participation. Since 2001, the Challenge America program has extended the Arts Endowment’s reach by promoting equal access to the arts in communities across America.

Challenge America offers support primarily to small organizations for projects in all artistic disciplines that extend the reach of the arts to populations that are underserved. The program is rooted in principles that include, but are not limited to, our recognition that:

- Some populations and some geographic areas have limited grant funding opportunities, and/or have been historically underserved by national arts funding;
- Some small organizations may face barriers to accessing grant funding; and
- Some applicants to the Arts Endowment may benefit from enhanced technical assistance resources.

Challenge America seeks to address these potential barriers for organizations seeking funding. The program features an abbreviated application, a standardized \$10,000 grant amount, and a robust structure of technical assistance to facilitate entry to Arts Endowment funding opportunities.

This category is an entry point for organizations seeking Arts Endowment funding. First-time applicants to the Arts Endowment, as well as previous Arts Endowment applicants who have **not** been recommended for funding in any of the three most recent Fiscal Years (FYs 2019, 2020, or 2021) in any of the following grant programs, **are eligible** to apply:

- Grants for Arts Projects (formerly known as Art Works),
- Research Grants in the Arts, or
- Our Town.

Previous Arts Endowment applicants recommended for FY 2019, FY 2020, or FY 2021 funding in Grants for Arts Projects (formerly known as Art Works), Research Grants in the Arts, or Our Town are **not eligible** to apply.

Ivy Avalos
Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1/Mayor Pro-Tem



Ralph Duran
District 2

Victor Perez
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

April 12, 2021

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Alejandra Valadez, Grants Coordinator, City of Socorro

SUBJECT:

Discussion and action to provide a Letter of Commitment to the City of Socorro Community Initiative's (CSCI) grant application to the Healthy Food Financing Initiative (HFFI) and allocate \$50,000 in funding to the Socorro Farmers Market Initiative.

SUMMARY

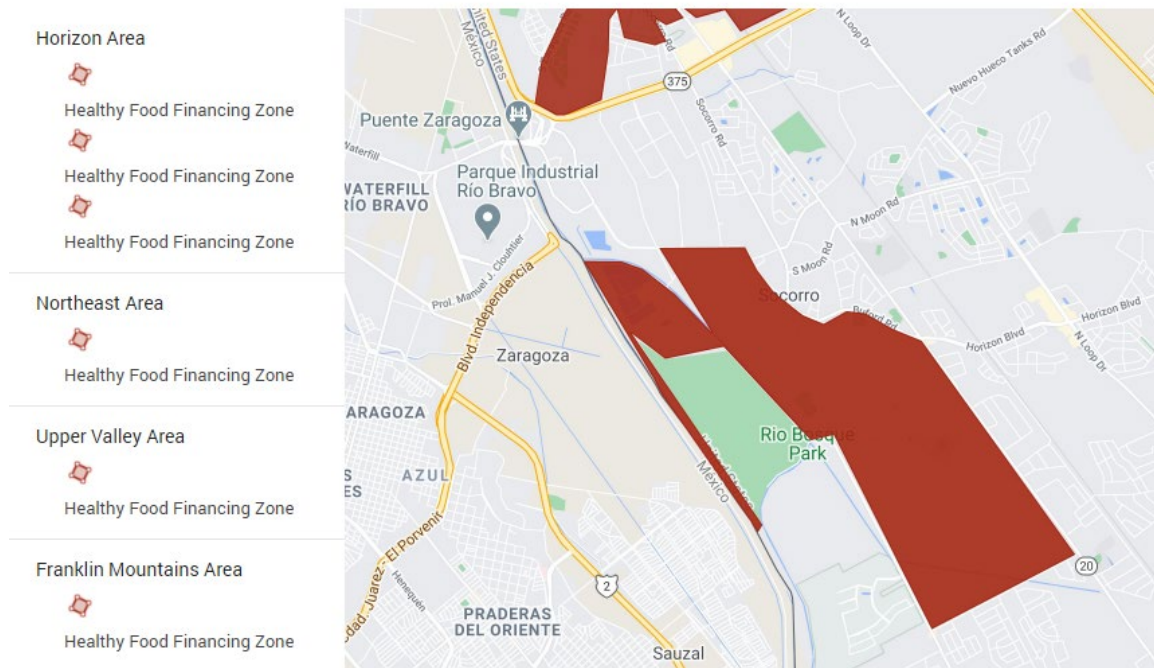
The City of Socorro will provide a letter of commitment to the City of Socorro's Community Initiative (CSCI) for their application to the Healthy Food Financing Initiative (HFFI) for the Socorro Farmer's Market Initiative. ***If*** the CSCI receives funding from the HFFI, the City commits to allocating \$50,000 in funding to the Socorro Farmers Market Initiative.

STATEMENT OF THE ISSUE

The El Paso County Healthy Food Financing Initiative (EPC HFFI) is a public-private partnership that offers grants and loans to businesses and non-profit organizations to support and accelerate the construction, establishment, rehabilitation, and/or expansion of food retail and food retail structure that will increase healthy food options for current underserved residents in El Paso County. The HFFI provides funding support for initiatives located in areas identified as having the "greatest need" for more supermarkets and other healthy food retail outlets. These areas are identified in the "Food for Every Child" report published in 2017 by Paso del Norte Institute for Healthy Living and The Food Trust and characterized by low supermarket sales, low income, and high incidences of diet-related deaths.

In Socorro, the area contained between Passmore Road, Alameda Avenue, Buford Road, and Socorro Road, has been identified as an area of "greatest need".

Healthy Food Financing Initiative



As a non-profit, the City of Socorro Community Initiative (CSCI), will apply to the EPC HFFI requesting funds for **pre-development activities**, to include site assembly & improvement, construction & rehabilitation, equipment, and marketing for the development of a Farmers Market to be located within the area of greatest need in Socorro, Texas.

The City of Socorro will provide a letter of commitment to the CSCI, allocating \$50,000 in funding to the Farmers Market initiative towards the cost of **implementation activities**, to include personnel, operations, maintenance, and marketing of the Farmers Market *if the HFFI funding is approved*.

Activities	CSCI (non-profit)	City of Socorro's Contribution
Pre-development - site assembly & improvement, construction & rehabilitation, equipment, recruitment and marketing	\$75,000.00 (El Paso County HFFI)	\$0.00
Implementation - personnel, operations, maintenance, and marketing	TBD	\$50,000.00 (General Fund, CARES Act, or ARPA)

FINANCIAL IMPACT

Account Code (GF/GL/Dept): TBD

Funding Source: TBD – General Fund, CARES Act Funding, or American Rescue Plan Act Funds.

Amount: \$50,000

Quotes (Name/Commodity/Price): N/A

Co-op Agreement (Name/Contract#): N/A

ALTERNATIVE

Not Approve – The City will **not** provide a Letter of Commitment to the City of Socorro Community Initiative’s (CSCI) grant application to the Healthy Food Financing Initiative (HFFI) and allocate \$50,000 in funding to the Socorro Farmers Market Initiative.

STAFF RECOMMENDATION

Approve – The City will provide a Letter of Commitment to the City of Socorro Community Initiative’s (CSCI) grant application to the Healthy Food Financing Initiative (HFFI) and allocate \$50,000 in funding to the Socorro Farmers Market Initiative.

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____

Healthy Food Financing Initiative



Ivy Avalos
Mayor
Ruben Reyes
At Large
Cesar Nevarez
District 1/Mayor Pro-Tem



Ralph Duran
District 2
Victor Perez
District 3
Yvonne Colon - Villalobos
District 4

March 8, 2021

To Whom it May Concern:

This letter serves to affirm our commitment and support for the CSCI's application to the El Paso County Healthy Food Financing Initiative (EPC HFFI) for the Socorro Farmers Market Initiative. If this project is selected for funding, the City of Socorro, Texas commits to providing an additional \$50,000 in matching funding to the Socorro Farmers Market Initiative towards the long-term success and sustainability of this important endeavor.

The City of Socorro has long understood the barriers faced by our residents in accessing fresh vegetables and fruits and healthy food choices. Low-income communities such as Socorro are oftentimes overlooked by profit-focused grocery store chains known for their large inventory of healthy food options, such as Albertson's, Trader Joe's and Sprouts, leaving our community with very few options for accessing fresh fruits and vegetables. Compounding the access to healthy foods is the lack of infrastructure for public transportation, access to health care providers, and facilities for physical activities. These, along with other existing economic barriers, have all been documented as social determinants of health having a direct impact on an individual's ability to lead healthier lives.

Nonetheless, the rich and long agricultural history of our community, is evident in the number of agricultural growers and producers still active in Socorro. Because Socorro is a semi-rural community, many community members still farm fruits and vegetables, in large or small scales, harvest pecans, produce farm-fresh eggs, or other products right on their properties. It is evident that generations of families have farmed Socorro land and have passed on their knowledge to present times.

The City fully supports the CSCI's grant application to the EPC HFFI for the Socorro Farmers Market Initiative and believes in the health benefits of bringing healthy food options to areas of greatest needs as well as in providing business development opportunities for our local farmers and growers. If funded, the City will commit an additional \$50,000 in matching funding to the Socorro Farmers Market Initiative to ensure the long-term sustainability and success of this project.

Should you have any questions, please feel free to contact me at 915-858-2915.

Attentively,

Ivy Avalos
Mayor
City of Socorro, Texas

Ivy Avalos
Mayor
Ruben Reyes
At Large
Cesar Nevarez
District 1/Mayor Pro-Tem



Ralph Duran
District 2
Victor Perez
District 3
Yvonne Colon - Villalobos
District 4
Adriana Rodarte
City Manager

April 12, 2021

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Alejandra Valadez, Grants Coordinator, City of Socorro

SUBJECT:

Discussion and action to enter into a grant agreement with the Texas Historical Commission for the FY 2021 Certified Local Government Grant Program.

SUMMARY

The City of Socorro will enter into a grant agreement with the Texas Historical Commission for the FY 2021 Certified Local Government Grant Program. The scope of this project includes the Rio Vista Farm virtual tour to include a curated collection of oral histories.

STATEMENT OF THE ISSUE

The City of Socorro submitted a grant application to the Texas Historical Commission FY 2021 Certified Local Government Grant Program for the Rio Vista Farm virtual tour. The City was awarded funding in February 2021 and must enter into a grant agreement with the THC for the implementation of this project.

Please see agreement attached in the backup.

NOTE: This agreement will be signed by Mayor online via DocuSign.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): GF

Funding Source: General Fund

Amount: Up to \$7,500.00 match

Quotes (Name/Commodity/Price): N/A

Co-op Agreement (Name/Contract#): N/A

ALTERNATIVE

Not Approve – The City will **not** enter into a grant agreement with the Texas Historical Commission for the FY 2021 Certified Local Government Grant Program.

STAFF RECOMMENDATION

Approve – The City will enter into a grant agreement with the Texas Historical Commission for the FY 2021 Certified Local Government Grant Program.

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____

**FISCAL YEAR 2021 CERTIFIED LOCAL GOVERNMENT (CLG)
GRANT CONTRACT
TX-21-007**

Catalog of Federal Domestic Assistance Number - CFDA# 15.904

I. Parties

The parties of this contract ("Contract") are the Texas Historical Commission, an agency of the State of Texas, hereinafter referred to as Commission; and the **City of Socorro** hereinafter referred to as Grantee.

II. Purpose

This Contract is entered into pursuant to a grant made to the Commission for fiscal year **2021** by the U.S. Department of the Interior, National Park Service, under the provisions of the National Historic Preservation Act of 1966 and as amended, P.L. 89-665 (16 U.S.C. Sec. 470 et seq.) and pursuant to the terms and conditions of the Historic Preservation Fund (HPF) Grants Manual, 2007. This grant is made for the purpose of funding a project or projects to be undertaken by Grantee as a participant in the Certified Local Government program.

III. Services to be Provided

The following services are to be provided within the Contract period on a schedule to be agreed upon by the parties to this Contract. However, the services designated with specific deadlines must comply with those deadlines.

Products developed under this Contract must conform to the requirements as stipulated in the **Expected Products of Educational Projects** (Attachment B). The Grantee shall develop educational materials, including but not limited to, a virtual tour of the Rio Vista Farm Complex and oral histories. At the conclusion of the project, the Grantee will submit a copy of materials and a Completion Report (Attachment H) to the Commission.

Project personnel employed by the Grantee shall meet the **Standards for Professional Qualifications** as outlined in **36 CFR 61 (Attachment C)**, as appropriate to the scope of the project, and be employed by competitive procurement. All subcontracted services and products must be procured according to Federal procurement standards set forth in Chapter 17 of the Historic Preservation Fund (HPF) Grants Manual, 2 CFR Part 200.317- 200.326, 43 CFR 12.940-12.948, and 43 CFR 12.76 (See **Attachment N**). Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in federally-assisted programs on the basis of race, color, and/or national origin. Therefore, the Grantee must sign the **U.S. Department of the Interior Civil Rights Assurance (Attachment D)** and return the signed form to the Commission with this Contract. Similarly, all person(s) employed by the Grantee must sign the **Assurances for Consultants or Subcontractors (Attachment D.1)**. In all cases the person(s) employed by the Grantee to complete the work specified in this Contract must meet with the approval of the Commission. The professional staff hired must also contact the Commission's Certified Local Government staff prior to commencing work.

IV. Amount of the Contract

The total amount of this Contract shall not exceed **\$7,500**. The Commission shall reimburse the Grantee exclusively from U.S. Department of the Interior grant-in-aid funds for historic preservation (Certified Local Government), and this Contract is subject to the availability of those funds.

V. Period

This Contract shall commence on **April 26, 2021** and shall terminate on **December 31, 2022**. It is further agreed that all work associated with this project shall be completed by **September 30, 2022** and all materials stipulated in Attachments A and B and all reimbursement requests shall be submitted to the Commission by **October 31, 2022**.

An extension for completing products stipulated in Attachment B may be granted by the Commission upon review and approval of a written extension request by the Grantee, provided that a draft of the grant product(s) has been previously reviewed and approved. The final product must be received by the Commission no later than **December 31, 2022**. All expenses incurred by the Grantee associated with work completed after **September 30, 2022** shall be considered ineligible for reimbursement under this grant contract.

Contract amendments may be submitted in writing using the **Certified Local Government (CLG) Contract Amendment Form (Attachment E)** at any time between **April 26, 2021** and **August 31, 2022** at the option of the Commission.

VI. Independent Contractor Status; Indemnity and Hold Harmless Agreement

The Grantee is a Texas Municipal Corporation. It is not an agency of the State of Texas. It is expressly understood and agreed that the Grantee and Grantee's subcontractors, if any, are independent contractors and not employees of the Texas Historical Commission. The Grantee or any subcontractor shall not be considered the agent, the servant, or the employee of the Commission for any purpose whatsoever.

If the Grantee is authorized by this Contract to use grant funds for contractual purposes, all persons furnished, used, retained, or hired by or on behalf of the Grantee or any of the Grantee's subcontractors shall be considered to be solely the employees or agents of the Grantee or Grantee's contractors. The Grantee or Grantee's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services rendered, or products, materials, or items provided under all subcontracts are rendered in compliance with this Contract.

To the extent allowed by law, the Grantee or subcontractors are responsible for any and all claims whatsoever due to actions or performance under this grant, including, but not limited to, the use of automobiles or other transportation taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, the Grantee agrees to indemnify and hold harmless the Commission and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from the actions or performance of the Grantee or Grantee's contractors under this Contract, including, but not limited to, negligent act or omission, intentional tort, intellectual property infringement, or the failure to pay a subcontractors.

VII. Documentation and Payment

The Grantee may submit to the Commission, for its approval, a properly completed invoice for services rendered in compliance with all requirements of the Contract as specified in the **Reimbursement Request Procedures (Attachment F)**. The Grantee will provide invoices to the Commission as costs are incurred and work is completed, but not more frequently than monthly.

It is further agreed that the Grantee will provide written quarterly updates on the Grant Product Quarterly Report Form, as it currently exists and is currently available at <http://www.thc.texas.gov/clg-grant-quarterly-report-form>, on the progress of the grant product. Each update will outline the tasks completed and expenses incurred on the project, and provide a timeline and status of the overall project. The Grant Product Quarterly Reports will be due on **August 30, 2021, December 31, 2021, April 30, 2022, and August 31, 2022. Failure to submit quarterly reports as required on a timely basis may constitute breach of this grant Contract and result in forfeiture of the grant.**

Reimbursement to the Grantee shall be on a matching basis as outlined in the **Estimated Project Budget (Attachment M)**, subject to receipt of funds from the National Park Service and successful completion of all project work activities. The Commission agrees to pay the Grantee up to **\$7,500** in federal funds. The Grantee agrees to contribute matching share, either donated services or cash match, for a minimum total of **\$7,500** or **50%** of eligible costs, whichever is less.

Such payments shall be made as requested for services actually rendered, or if mutually agreed, in one lump sum upon completion and approval of all the requirements set forth in this Contract. It is further agreed that a sum not to exceed 25% of the total grant award will be retained by the Commission until the following have occurred: (a) Commission review of the draft project material, products and deliverables and the Commission's comments are incorporated therein; (b) receipt of two (2) final reports; and (c) receipt of properly documented reimbursement materials.

Subject to the limitations of the Contract, the Commission's payments will be made in accordance with the Texas Prompt Payment Act.

The Commission shall only reimburse costs incurred and paid by the Grantee during the term of this grant. The Commission shall only reimburse the Grantee for employee costs that are directly related to performing the responsibilities of this grant.

VIII. Generally Accepted Accounting Principles or Other Recognized Accounting Principles

The Grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the Grantee.

IX. Refunds and Deductions

If the Commission determines that the Grantee has been overpaid grant funds under this Contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall refund that amount of the Commission reimbursement identified by the Commission as an overpayment. The Commission may offset and deduct the amount of the overpayment from any amount owed to the Grantee, as a reimbursement, but not yet paid by the Commission to the Grantee. The Commission may choose to require a payment directly from the Grantee rather than offset and deduct a specified amount. The Grantee shall refund any overpayment to the Commission within thirty (30) calendar days of the receipt of

the notice of the overpayment from the Commission, unless an alternate payment plan is specified by the Commission.

X. Required Reports; Cooperation; Notification of Changes in Organization

The Grantee shall forward to the Commission the applicable reports on forms as specified by the Commission or as required under Attachment B. The Grantee shall ensure that it files each document or form required by the Commission in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that the Grantee is required to forward to the Commission shall be promptly forwarded. From time to time, the Commission may require additional information from the Grantee.

The Grantee shall cooperate fully with the Commission. In addition to the information contained in the required reports, other information may be required as requested by the Commission.

The Grantee shall submit, within ten (10) business days, notice to the Commission of any change of the following: Grantee's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. The Grantee shall promptly notify the Commission, preferably in advance, of a change in address or main telephone number of the Grantee. A change in the Grantee's name requires an amendment to the grant.

XI. Standards for Financial and Programmatic Management

The Grantee and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization. The Grantee and its governing body shall also implement policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the Commission; compliance with Commission rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the Commission's monitoring processes. Ignorance of any grant provisions or other requirements referenced in this Contract or the HPF Grants Manual shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

The Grantee shall develop, implement, and maintain appropriate financial management and control systems, which include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; timely and appropriate audits and resolution of any findings; and applicable annual financial statements.

XII. Corrective Action Plan

If the Commission finds deficiencies in Grantee's performance under this grant, the Commission, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the grant amount; and/or terminate this grant. The foregoing are not exclusive remedies, and the Commission may impose other requirements that the Commission determines will be in the best interest of the State.

XIII. Ownership of Products and Deliverables of this Contract

All material, concepts, and products including but not limited to all reports, plans, ordinances, standards, guidelines, indexes, surveys, tables, photographs, nominations, maps, or forms ("Deliverables") that are produced, developed or conceived by the Grantee during or arising out of the Contract are, or shall become, the property of the Commission, and all rights, title and interest, including all intellectual property rights to these products and Deliverables shall vest in , and shall be deemed to be works made for hire upon creation and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such product or Deliverable may not, by operation of law, vest in the Commission, or such work may not be considered a work made for hire, all rights, title and interest therein, including all intellectual property rights, are hereby irrevocably assigned to the Commission, without further action or consideration. Upon termination or expiration of this Contract, all products and Deliverables including all documents, data (including databases), information, software, procedures, and everything created or gathered pursuant to this Contract shall be provided to the Commission upon request.

The Commission hereby grants and Grantee accepts a non-exclusive, non-transferable, non-assignable, fully-paid, royalty-free, perpetual, worldwide, revocable right and license, to use, reproduce, copy, modify, distribute, publicly-perform, publicly-display, and create derivative works of the products and Deliverables for the purpose of performing under this Contract. Notwithstanding the foregoing, the Grantee shall have an unrestricted right to use any or all products so produced, developed, or conceived and any component of such intellectual property made the subject of this Contract, at no additional cost in any manner the Commission deems appropriate at its sole discretion.

The parties hereby acknowledge and agree that National Park Service ("NPS") is granted a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use: (1) the copyright in any work, products, or Deliverable developed under this Contract; and (2) any rights of copyright to which Grantee purchases ownership during the performance of this Agreement or with funds received under this Agreement.

Pursuant to the stipulations in Attachment B, a minimum of two (2) copies of all final products and completion reports, if applicable (Attachment H) are to be supplied to the Commission before final reimbursement is made. All materials published, printed or used for public distribution funded in whole or in part by this grant shall note the following on the materials:

This project was funded in part through a Certified Local Government Grant from the National Park Service, U.S. Department of the Interior, as administered by the Texas Historical Commission.

The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127.

XIV. Termination

Termination for Convenience. Either party may, at its sole discretion, terminate this Contract without recourse, liability or penalty, upon a seven (7) calendar day notice to the other party. In the event that notice of termination is given, all work by the Grantee shall cease and no amount shall be paid by the Commission for

work performed following the receipt of notice of termination by the Grantee. The Grantee shall be paid for all work performed prior to the notice of termination, and accepted by the Commission, in accordance with the terms of the Contract. Final invoices shall be submitted to the Commission no later than 30 days following the date of termination of this Contract.

Termination for Cause. In the event that the Grantee fails to perform or comply with an obligation of the terms, conditions and provisions of this Contract of the HPF Grants Manual, the Commission may, upon written notice of the breach to the Grantee, immediately terminate this Contract.

Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Contract.

XV. Applicable Laws

This Contract shall be governed by and construed in accordance with the laws of the State of Texas and the rules and policies of the Commission. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas. All projects funded under the Certified Local Government grant program must meet the Secretary of the Interior's Standards. The Standards can be accessed at the National Park Service web site: http://www.nps.gov/history/local-law/arch_stnds_0.htm.

XVI. Audit and Records Retention

The Grantee must retain all administrative, financial, procurement, reporting, and any other grant-related records and supporting documentation for a period of seven (7) years following the completion of the grant. This period begins on the date of receipt of the final reimbursement by the Grantee, or if applicable, after any issues have been resolved that may have arisen from any litigation, claim, negotiation, audit, open records request, or any other action involving these records.

The Grantee will provide full access to these records to the Commission as well as any authorized Federal, state, or independent auditors, to examine their contents and procedures to verify compliance with Federal and state regulations.

United States Code of Federal Regulations [2 CFR 200, Subpart F](#), requires that all non-Federal entities that expend \$750,000 or more in federal awards from all sources during any fiscal year must undergo a Single Audit or program-specific audit for that year. This grant award is to be reported under Catalog of Federal Domestic Assistance (CFDA) #15.904, Historic Preservation Fund Grants, if applicable. Single Audits must be submitted electronically by the Grantee to the [Federal Audit Clearinghouse](#) along with a data collection form (Form SF-SAC) within 30 days after receipt of the auditor's report, or nine months after the end of the audit period, whichever is earlier. If you have questions regarding the submission or processing of your Single Audit package, contact the Federal Audit Clearinghouse at (800) 253-0696 or by email at govs.facs@census.gov.

The Grantee is responsible for covering the cost of any audits conducted.

In addition to the terms of this Contract, all federal laws and regulations governing grants are applicable, including the entirety of [2 CFR 200](#) – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This CFR is effective for audit years beginning after December 26, 2014, and replaces all administrative requirements, cost principles, and audit requirements for grants to state and local governments under OMB Circulars A-50, A-87, A-102, and A-133.

XVII. Contract Not Entitlement or Right

Reimbursement with Contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Contract and the HPF Grants Manual. Parties agree that any act, action or representation by either party, their agents or employees that purports to increase the amount of the contract is void, unless a written amendment is first executed. The Grantee agrees that nothing in this Contract will be interpreted to create an obligation or liability of the Commission in excess of the funds delineated in this Contract.

XVIII. Funding Limitation

The Grantee agrees that funding for this Contract is subject to the actual receipt by the Commission of grant funds (state and/or federal) appropriated to the Commission. The Grantee agrees that the grant funds, if any, received from the Commission are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the Commission for the purpose of this Contract. **The Grantee agrees that notwithstanding any other provision of this Contract, if the Commission is not appropriated the funds or if the Commission does not receive the appropriated funds for the purpose of this grant program, or if the funds appropriated to the Commission for this grant program are required by the state or federal government to be reallocated, the Commission is not liable to pay the Grantee any remaining balance on this Contract.**

XIX. State Auditor

In addition to and without limitation on the other audit provisions of this Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of the Grantee or any other entity or person receiving funds from the State directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by the Grantee or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the Grantee or any other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. The Grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Grantee, and the requirement to cooperate, is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Grantee related to this Contract.

XX. Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities

The Grantee agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of the Grantee under this Contract.

XXI. Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications

The Grantee agrees to comply with all applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter 783, as amended. The Grantee also agrees to comply with the HPF Grants Manual, 2007 and as updated, the Uniform Grant

Management Standards (UGMS), as promulgated by the Texas Comptroller's Office, and Uniform Grant and Contract Standards regulations of the Texas Comptroller found at 34 TAC §§20.456 – 20.467.

XXII. Conflicts of Interest; Disclosure of Conflicts

The Grantee has not given or offered to give, nor does the Grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the Commission, at any time during the negotiation of this Contract or in connection with this Contract, except as allowed under relevant state or federal law. The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Contract. The Grantee must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Contract.

XXIII. No Waiver of Sovereign Immunity

The parties agree that no provision of this Contract is in any way intended to constitute a waiver by the Commission or the State of Texas of any immunities from suit or from liability that the Commission or the State of Texas may have by operation of law.

XXIV. Confidentiality and Public Information Act

Notwithstanding any provisions of this grant to the contrary, the Grantee understands that the Commission will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The Commission agrees to notify the Grantee in writing within a reasonable time from receipt of a request for information related to the Grantee's work under this grant. The Grantee will cooperate with the Commission in the production of documents responsive to the request.

The Grantee shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the Commission's access to such records and other information.

XXV. Compliance with Regulatory and Licensing Bodies

The Grantee agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this grant, and is currently in good standing with all regulatory agencies that regulate any or all aspects of the Grantee's business or operations. The Grantee agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and related federal governmental bodies related to the Grantee's right to conduct business in Texas. The Grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

XXVI. Amendment

This grant shall not be modified or amended except in writing, signed by both parties, using the **Certified Local Government (CLG) Contract Amendment Form (Attachment E)**. Any properly executed amendment of this grant shall be binding upon the parties and presumed to be supported by adequate consideration.

XXVII. Entire Agreement, Including all Exhibits

This grant, including all exhibits, reflect the entire agreement between the parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the parties related to such subject matter. By executing this Contract, the Grantee agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

XXVIII. Dispute Resolution

The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by the parties to resolve any dispute arising under this Contract.

XXIX. Notices

Any notices and/or documents required hereunder shall be deemed to have been duly provided if in writing and delivered personally or by pre-paid guaranteed overnight delivery service, or sent postage prepaid by United States certified mail, return receipt requested. Any such notice shall be effective on the date of delivery if delivered personally, on the next business day following delivery to the guaranteed overnight delivery service if the notice was so delivered and the charges were prepaid, or on the date the recipient signed for the notice if sent by certified mail.

Notices shall be addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

If to THC.:
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

If to Participant:

ATTACHMENTS

The following documents are included in and shall be a part of this Contract for all purposes:

- ☐ Attachment A: Project Notification
- ☒ Attachment B: Expected Products of **Educational Projects**
- ☒ Attachment C: 36 CFR 61, Professional Qualifications Standards
- ☒ Attachment D: DI Form 1350, Civil Rights Assurance
- ☒ Attachment D.1: Assurances for Consultants or Subcontractors
- ☒ Attachment E: Certified Local Government (CLG) Contract Amendment Form
- ☒ Attachment F: Reimbursement Request Procedures
- ☐ Attachment G: Grant of Easement
- ☒ Attachment H: Completion Report
- ☐ Attachment I: Equal Opportunity Clause
- ☐ Attachment I.1: Equal Opportunity Clause for Construction Projects
- ☐ Attachment J: Standard Federal Equal Employment Opportunity Construction Contract Specification
- ☐ Attachment K: Certification of Non-Segregated Facilities
- ☐ Attachment L: Construction Specification Terms
- ☒ Attachment M: Estimated Project Budget
- ☒ Attachment N: Subcontracts

This Contract is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Contract shall be in writing and signed by both parties to the contract. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid. In some cases, adjustment of the contractual requirements may be necessary pursuant to recommendations by the Certified Local Government Program, Texas Historical Commission, with the approval of the U.S. Department of the Interior.

The following parties accept the terms of this Contract. Persons signing are expressly authorized to obligate the parties to the terms of this Contract.

TEXAS HISTORICAL COMMISSION:

Signature

Mark Wolfe, Executive Director
Typed Name & Title

Date

GRANTEE:

Signature

Typed Name & Title

Date

THIRD PARTY DESIGNEE: (IF APPLICABLE)

Signature

Typed Name & Title of Delegated Third Party

Date

TEXAS HISTORICAL COMMISSION

ATTACHMENT B

EXPECTED PRODUCTS OF AN EDUCATIONAL PROJECT

Activities in this category include development of walking or driving tours, production of brochures, pamphlets or videotapes promoting local history and properties, educational activities such as preservation workshops, conferences, or training for staff and review board members. Projects must conform to the following guidelines as applicable:

- **Local historic and/or archeological resources** must be adequately represented. The full diversity of resources should address geographic and temporal ranges. All textual matter should reflect the broad patterns of local history.
- **Trainings and Workshops** must accurately reflect the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.
- **Graphics** must clearly represent resources from the local community. Where applicable, the text and graphics must accurately reflect the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.
- **References** should indicate avenues of further research or resources for assistance.
- **Maps** and clear identification of resource locations should be provided.
- **Adequate recognition** must be provided in all publications. Photographs and drawings should be credited to the artist or lender. The local government's involvement must be adequately acknowledged. Recognition, as detailed below, must be afforded to the CLG Program, the Texas Historical Commission, and the National Park Service of the U.S. Department of the Interior. Language acknowledging nondiscrimination practices, as detailed below, must be included.

This project was funded in part through a Certified Local Government grant from the National Park Service, U.S. Department of the Interior, as administered by the Texas Historical Commission.

The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior. This program receives Federal funds from the National Park Service.

Regulations of the U. S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U. S. Department of the Interior, National Park Service, P. O. Box 37127, Washington, DC 20013-7127.

ATTACHMENT C

PROFESSIONAL QUALIFICATIONS STANDARDS

To ensure that appropriate historical, architectural, archeological and cultural properties are identified for public benefit through grant-in-aid assistance, the following minimal professional standards for historical, architectural and archeological documentation have been established by the Preservation Assistance Division of the National Park Service. Persons supervising grant projects must be professionally qualified in accordance with 36 CFR 61 as follows:

Appendix A to Part 61— Professional Qualifications Standards

In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

- (a) History.** The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:
- (1) At least two years of full-time experience in research, writing, teaching, interpretation or other demonstrable professional activity with an academic institution, historical organization or agency, museum, or other professional institution; or
 - (2) Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.
- (b) Archeology.** The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:
- (1) At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management;
 - (2) At least four months of supervised field and analytic experience in general North American archeology; and
 - (3) Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

- (c) Architectural History.** The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with course work in American architectural history; or a bachelor's degree in architectural history, art history, historic preservation, or closely related field plus one of the following:
- (1) At least two years of full-time experience in research, writing, or teaching in American architectural history

or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or

(2) Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

(d) Architecture. The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time professional experience in architecture; or a State license to practice architecture.

(e) Historic Architecture. The minimum professional qualifications in historic architecture are a professional degree in architecture or State license to practice architecture, plus one of the following:

(1) At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or

(2) At least one year of full-time professional experience on historic preservation projects. Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specification for preservation projects.

TEXAS HISTORICAL COMMISSION

ATTACHMENT D

U.S. DEPARTMENT OF THE INTERIOR CIVIL RIGHTS ASSURANCE

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et. seq.*), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub-recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT/ORGANIZATION	DATE SUBMITTED
APPLICANT/ORGANIZATION MAILING ADDRESS	BUREAU OF OFFICE EXTENDING ASSISTANCE

TEXAS HISTORICAL COMMISSION

ATTACHMENT D.1

ASSURANCES FOR CONSULTANTS OR SUBCONTRACTORS

The consultant or subcontractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the consultant or subcontractor receives financial assistance from Department of the Interior, National Park Service, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

This Assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property discounts, or other federal financial assistance extended after the date hereof to the consultant or subcontractor, including installment payments after such date on account of arrangements for federal financial assistance which were approved before such date. The consultant or subcontractor recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the consultant or subcontractor, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the consultant or subcontractor.

DI 1350 Addendum. Also agrees to comply with the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the consultant or subcontractor receives financial assistance from the National Park Service, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

18 USC 1913. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member of Congress, thorough the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined not more than \$500 or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment. (June 25, 1948, Ch. 645, 62 Stat. 792.)

DI 1954. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Lower Tier Cover Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.5.10, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C streets, N.W., Washington, D.C. 20240.

(1) The prospective lower tier participant certified, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant/Subcontractor

Date

TEXAS HISTORICAL COMMISSION

ATTACHMENT E

**FISCAL YEAR 2021 CERTIFIED LOCAL GOVERNMENT (CLG) CONTRACT
AMENDMENT FORM**

Amendment to CLG Grant Number:

Title:

1. Grantee:

Contact:

Address:

Phone:

2. Amendment Type (Please select one below)

- ☐ Contract Terms and Conditions
- ☐ Matching Share – must include revised Budget Summary
- ☐ Budget – must include revised Budget Summary
- ☐ Scope – must include revised Project Description
- ☐ 30 Day No Cost Extension* – must include explanation

*** 30 Day No Cost Extension does not extend September 30 deadline for expending CLG funds. Regardless of extension all CLG funds must be expended by September 30 and reimbursements submitted to the THC no later than October 31.**

Note: Contract Amendment will not be effective until approved in writing by the Texas Historical Commission.

TEXAS HISTORICAL COMMISSION:

GRANTEE:

Signature

Mark Wolfe, Executive Director

Typed Name & Title

Date

Signature

Typed Name & Title

Date

TEXAS HISTORICAL COMMISSION

THIRD PARTY DESIGNEE: (IF APPLICABLE)

Signature

Typed Name & Title of Delegated Third Party

Date

ATTACHMENT F

REIMBURSEMENT REQUEST PROCEDURES

The required reimbursement request procedures and format are found in this chapter. Requests must be received by the THC **no later than October 31, 2022** and may be submitted either electronically as a pdf file or as a hard copy by US mail or local land-carrier service. CLGs working on multiple grants must submit a separate request for each project.

Requests for payment shall be accompanied by complete documentation, including receipts for all expenses and all products identified in the approved grant application and contract. Please refer to Chapter 13 of the HPF Grants Manual for all allowable and unallowable costs: http://www.nps.gov/shpo/downloads/HPF_Manual.pdf. Food and drink is an unallowable cost under THC policy, with the exception of per diem (cost of meals) for traveling employees/volunteers. **Only work completed by the September 30, 2022 deadline will be reimbursed.** 25% of the total grant award will be retained by the Commission until final deliverables have been received.

Non-federal (or match share) expenditures should be documented in the same method as federal expenditures.

Use this list of acceptable documentation when preparing a reimbursement request:

- _____ (a.) Signed Billing Statement from the local government to the THC with federal tax identification number.
- _____ (b.) Copies of vendors' invoices showing evidence that:
 - i. invoices are in the name of the Grantee.
 - ii. service dates are within the project period.
 - iii. purchase price is compatible with the estimated budget cost.
 - iv. purchases are relevant to the project's scope.
- _____ (c.) Copies of receipts or properly endorsed cancelled (deposited) checks (**front and back**).
- _____ (d.) Evidence of any approved extensions and/or amendments to Grantee subcontracts.
- _____ (e.) Evidence that invoices were properly approved for payment including:
 - i. evidence that discounts and other credits were deducted.
 - ii. evidence that merchandise/services were received.
- _____ (f.) Copies of daily time records for both volunteers and staff (including supervisor's verification).

- _____ (g.) Evidence of employees' rates of pay, and verification that no other federal funds were used for this purpose.
- _____ (h.) Evidence that work was accomplished in accordance with the terms of the grant agreement (final project report or products).
- _____ (i.) Comparison schedule showing proposed costs versus actual costs. (See attached template)

Payment Schedule

Reimbursement payments to the Grantee are subject to the receipt of Federal funds from the National Park Service. Reimbursement requests can be sent to the THC as costs are incurred and work is completed, but not more frequently than monthly. The final payment will be made after an acceptable final product, final report, and final billing have been received and approved by the THC.

Description of Acceptable Documentation

1. Time Sheets

Each employee or volunteer engaged in activities to be claimed against the grant must submit a time sheet signed by the employee/volunteer and the supervisor. Such records must show the actual hours worked, date(s) worked and the specific duties performed. The records should also indicate the basis for determining the rate of the employee or volunteer's contributions. Employees can claim their regular hourly wage. Time sheets must certify that no other federal funds were used to pay salaries and that their salaries were not used as match for other federal grants.

Volunteers must claim a reasonable wage rate that is comparable to the current market value of the work being performed. Independent Sector provides a current estimated national value of volunteer time that can be used as a guide if necessary. It can be found here: https://www.independentsector.org/volunteer_time.

Professionals may claim their standard professional wage if volunteering professional services. In any case, hourly wages may not exceed the maximum rate of \$96.61/hour. A sample volunteer time sheet can be found with the miscellaneous forms attached.

2. Travel

The miscellaneous forms include a travel record that should be used for employees or volunteers who must travel for grant-related work. This identifies traveler, date(s) of travel, mileage, lodging, per diem (cost of meals), airfare, parking, and other miscellaneous travel expenses. Receipts for all expenses are required. See the maximum allowable travel rates below.

Allowable Travel Rates

The Commission will reimburse a participant traveling for purposes of the program when identified in the Application. Since travel allowances may vary among federal, state or local organizations, a traveler will be reimbursed the lowest allowed amount. Check with a representative of your local government to verify local rates. Receipts for all expenses must accompany request for reimbursement.

Lodging: \$96/night*

Mileage: \$\$.56/mile for Personal Vehicle Use **(Effective 1/1/2021 to 12/31/2020)**

Per Diem: \$55/day*

*Lodging and meal rates may vary upon location. To check the current rates for your location, please visit the U.S. General Services Administration web site at:

www.gsa.gov/portal/category/21287

Forms and Templates

The following are versions of time sheets, travel records and donated materials forms. Although it is not necessary to use these specific forms, it is necessary to record the name of the laborer, name of supervisor, date(s) of work/travel/donation(s), and value of time/donation(s) on any form used. If desired, THC staff will review any proposed format to ensure compliance with these requirements.

BILLING STATEMENT FORMAT

[Date]

TO: Texas Historical Commission
Attn: CLG Grants
P.O. Box 12276
Austin, TX 78711-2276

FROM: [Name & Address of Certified Local Government]
TAX IDENTIFICATION NUMBER: _____

RE: CLG Billing

Enclosed is documentation to support a billing for \$[amount] to cover work done under the grant contract number TX-20-[XXX] dated [initial date of contract] for [activity] as identified in the Project Notification received as part of the contract. I certify no other Federal funds were used for either the match or actual expenditures incurred during the execution of this project.

Please send the above amount to:

[Name & Address of Grantee and/or department to receive funds]

	PROPOSED		ACTUAL	
	Federal	Match	Federal	Match
Activity				
Activity				
Activity				

Sincerely,

(Original Signature)

[Name]

[Title/Office]

Enclosures:

[time sheets]

[receipts]

[cancelled checks or copies of bank statements]

[copies of final products]

EMPLOYEE TIME SHEET

Name _____

Historic Preservation Commission/Organization _____

TIME SHEET

Date	Project/ Activity	Hours X Rate = Total
Totals		

PROJECT OR ACTIVITY EXPENSES

Date	Project/ Activity	Item (attach receipt)	Amount

MILEAGE RECORD

Date	Project/ Activity	Odometer Start	Odometer Finish	Total Miles X \$.56

I certify that the work donated towards the completion of this project was not used as match for any other project and that it was completed during the grant period.

Employee _____ Date _____ Supervisor _____ Date _____

TRAVEL RECORD

Name: _____

Purpose: _____

DATE AND TIME OF DEPARTURE	ORIGIN/ DESTINATION	PER DIEM	LODGING	OTHER (IDENTIFY)	TRANSPORTATION (RENTAL, CAB, etc.)
Totals:					

Auto miles: _____ miles X \$.485/mile = _____

Total Amount for Travel: _____

Traveler

Date

Supervisor

Date

Enc.: Receipts

DONATED LABOR (VOLUNTEER) TIME SHEET

Project Name

Name of Volunteer

Type of Work Performed

Hourly rate based on

A person donating time to a project will be paid at minimum wage unless professionally skilled in the work being performed on the project (photographer taking pictures or data entry done by skilled person). When this is the case, the wage rate the individual is normally paid for performing this service may be charged to the project.

DATE	DESCRIPTION OF WORK	NUMBER OF HOURS X RATE =
Value of Donation:		

I certify that the work donated towards the completion of this project was not used as match for any other project and was completed during the grant period.

Signature of Volunteer

Date

Signature of Supervisor

Date _____

DONATED MATERIAL AND EQUIPMENT

Project Name

Donor

Description of Material/Equipment Donated	Date of Donation	Fair Value	Basis of Value
Total Value of Donation:			

Signature of Donor

Date

Project Supervisor

Date

ATTACHMENT H

SAMPLE PROJECT COMPLETION REPORT

**TEXAS CERTIFIED LOCAL GOVERNMENT (CLG)
EDUCATIONAL PROJECT COMPLETION REPORT**

**submitted to the
Texas Historical Commission**

Project Name: Preservation Promotion and Educational Materials
Location: Pecanville, Texas
Project Number: TX-20-100XX

PART 1. PROPERTY AND OWNERSHIP IDENTIFICATION

- A. Official project title: Preservation Educational Materials
- B. Project number: TX-20-100XX
- C. Grant Recipient and address: Mayor I. M. Goode
100 N. Main Street
Pecanville, Texas 78123
- D. Professional Consultant(s): Sue Z. Que Consulting, Inc.
102 N. Main Street
Pecanville, Texas 78123

PART 2. FISCAL REPORT

A. Final work-cost breakdown:

Project Leader	\$2,500.00
Planner Technician (Graphics Support)	2,000.00
Office Manager	500.00
Preservation/Planning/Marketing Consultant	8,000.00
Printing/Copying	2,000.00

TOTAL	\$15,000.00
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Texas Certified Local Government Grant monies expended:	\$5,000.00
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City of Pecanville Revenue expended:	\$10,000.00
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B. List by donor, source, kind, and amount for each of the other funding sources:

Donor:	City of Pecanville
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Source:	City Revenue
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Kind:	Cash
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Amount:	\$10,000.00
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PART 3. ACKNOWLEDGEMENT

All materials generated for public use under this grant include the following statement:

This project was funded in part through a Certified Local Government Grant from the National Park Service, U. S. Department of the Interior, as administered by the Texas Historical Commission.

The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

This program receives Federal funds from the National Park Service. Regulations of the U. S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to:

Director, Equal Opportunity Program, U. S. Department of the Interior, National Park Service, P. O. Box 37127, Washington, DC 20013-7127.

PART 4. PROJECT NARRATIVE WITH COPIES OF ORIGINAL MATERIALS

The scope of work involved in this phase was ...

This phase of work completes the....

PART 5. MATERIALS INDEX

Index Number	View	Date Produced
A1	Marketing Brochure (typical)	5/20/2021
A2	PPT for public viewing (CD or DVD)	5/20/2021
A3	Public service Announcement (CD or DVD)	5/20/2021
A4	Public Handouts (typical)	5/20/2021
A5	Banners (photograph or CD/DVD or archival quality color print)	5/20/2021
A6	Public service Announcement #2 (CD or DVD)	5/20/2021

ATTACHMENT M

ESTIMATED PROJECT BUDGET

GRANT RECIPIENT:	City of Socorro	TOTAL PROJECT COST:	\$15,000
GRANT NUMBER:	TX-21-007	FEDERAL SHARE:	\$7,500
PROJECT TITLE:	Rio Vista Farm Educational Project	NONFEDERAL SHARE:	\$7,500

PROJECT ACTIVITY	FEDERAL SHARE	CASH MATCH	IN-KIND MATCH	TOTAL
Virtua tour project	\$ 7,500	\$ 7,500	\$ [AMOUNT]	\$ 15,000
[BUDGET ITEM]	\$ [AMOUNT]	\$ [AMOUNT]	\$ [AMOUNT]	\$ [AMOUNT]
[BUDGET ITEM]	\$ [AMOUNT]	\$ [AMOUNT]	\$ [AMOUNT]	\$ [AMOUNT]
[BUDGET ITEM]	\$ [AMOUNT]	\$ [AMOUNT]	\$ [AMOUNT]	\$ [AMOUNT]
[BUDGET ITEM]	\$ [AMOUNT]	\$ [AMOUNT]	\$ [AMOUNT]	\$ [AMOUNT]
[BUDGET ITEM]	\$ [AMOUNT]	\$ [AMOUNT]	\$ [AMOUNT]	\$ [AMOUNT]
[BUDGET ITEM]	\$ [AMOUNT]	\$ [AMOUNT]	\$ [AMOUNT]	\$ [AMOUNT]
TOTALS	\$ 7,500	\$ 7,500	\$ [TOTAL]	\$ 15,000

ATTACHMENT N

SUBCONTRACTS

If the Grantee is not doing the actual work, it must execute a contract with a subcontractor. All subcontracted services and products must be procured according to Federal procurement standards set forth in Chapter 17 of the Historic Preservation Fund (HPF) Grants Manual and 2 CFR Part 200.317- 200.326.

The THC will verify that Federal procurement standards have been met, and will issue a *Notice to Proceed Letter* to the Grantee once the following has been completed:

- Approval of the Grantee's Request for Proposal (RFP), if applicable
- Approval of the executed contract between the Grantee and subcontractor
- Receipt of Attachment D.1: Assurances for Consultants or Subcontractors signed by subcontractor
- Receipt of the procurement method checklist (see below)

Procurement Method Checklist:

_____ Subcontractors meet the Standards for Professional Qualifications (Attachment C).

_____ Subcontractors have signed the Assurances for Consultants and Subcontractors (Attachment D.1).

_____ Copies of all contracts between the Grantee and any subcontractors have been sent to the Texas Historical Commission (THC).

_____ Grantee understands that subcontractors must be employed in a way that encourages competition to the maximum extent possible.

_____ Grantee understands that it must retain copies of RFPs, solicitations for price quotes, lists of who they were sent to, lists of responders (bidders), price quotes, and justification for selections as documentation that the method for selecting a subcontractor was in accordance with Federal procurement requirements.

_____ Grantee understands that it shall use its own procurement procedures which reflect applicable state and local laws and regulations, provided that procurements conform to the standards set forth in the HPF Grants Manual and Federal laws.

Methods of Procurement (please select which procurement method was used by the Grantee):

_____ 1. Small Purchase (acceptable for purchases under \$250,000)

- a. Solicitation for price quotes was approved by the THC. **Yes/No**
- b. Price quotes were obtained from an adequate number of qualified sources. **Yes/No**

_____ 2. Competitive Sealed Bids

- a. Request for Proposals (RFP) was approved by the THC. **Yes/No**
- b. RFP was formally advertised. **Yes/No**
- c. Sufficient time was given prior to the date set for opening of bids (generally 20-30 days). **Yes/No**
- d. Bids were solicited from an adequate number of known suppliers **Yes/No**

TEXAS HISTORICAL COMMISSION

_____ 3. Competitive Negotiation

- a. Request for Proposals (RFP) was approved by the THC. **Yes/No**
- b. Proposals were solicited from an adequate number of known suppliers **Yes/No**
- c. RFP was publicized. **Yes/No**

_____ 4. Noncompetitive Negotiation (Select the applicable circumstance **and provide a detailed explanation of why the Grantee's procurement method was justified.**)

- _____ (a.) The item is available only from a single source
- _____ (b.) Public exigency or emergency
- _____ (c.) The THC and National Park Service authorized, in writing, noncompetitive negotiation because of compelling special circumstances; or,
- _____ (d.) After solicitation of a number of sources, competition was determined inadequate

PROJECT MANAGER CERTIFICATION:

Signature

Typed Name & Title

Date

Ivy Avalos
Mayor

Ruben Reyes
At Large

Cesar Nevarez
District 1 / Mayor Pro Tem



Ralph Duran
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

April 15, 2021

TO: Mayor and City Council Members

FROM: Chief David Burton

SUBJECT: Discussion and action on approving a Memorandum of Understanding (MOU) with the Socorro Independent School District Police Department (SISD) for the Emergency Response Team (ERT).

SUMMARY

Socorro Police Department would like to include Officers from SISD Police Department to be part of the ERT. The MOU defines the Authority, Administration, Provisions for Operations Assistance, Scope of Operations, Requests for Assistance and Command and Supervisor Responsibility.

STATEMENT OF THE ISSUE

The MOU needs to be signed by the Mayor.

FINANCIAL IMPACT

Account Code (GF/GL/Dept): N/A

Funding Source: N/A

Amount: N/A

Quotes (Name/Commodity/Price) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

The staff is recommending approval of this item.

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. Finance Director _____ Date _____
3. Attorney _____ Date _____

**EMERGENCY RESPONSE TEAM
MEMORANDUM OF UNDERSTANDING
CITY OF SOCORRO POLICE DEPARTMENT
AND SOCORRO ISD POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into by and between the City of Socorro Police Department and the Socorro ISD Police Department (the "Participating Agencies") for the purpose of receiving and extending services in the form of a unified Emergency Response Team (ERT) with related services and resources extended to one another when such assistance is requested. The Emergency Response Team will consist of members from the participating police department agencies.

SECTION I. – AUTHORITY

This MOU is effective as of the date of signature by the Chief Law Enforcement Officer of the two Participating Agencies and shall continue in full force and effect for a period of three (3) years with an extension for additional periods of two (2) years each unless terminated under the provisions of Section IX below. The designated representative identified below represents that he is duly authorized by his jurisdiction or Participating Agency to enter into this agreement on behalf of the Participating Agency.

SECTION II. – ADMINISTRATION

The Socorro Police Department will serve as the Emergency Response Team's administrative unit.

All training and equipment requirements, including team standards, and annual qualifications will be provided by the Socorro Police Department. All training records for the Emergency Response Team will be maintained at the Socorro Police Department, but copies will be provided to any of the training units of the Participating Agencies.

The Emergency Response Team Commander will be provided by the Socorro Police Department, unless otherwise agreed by the police chiefs for the City of Socorro Police Department and the Socorro ISD Police Department.

Ballistic protection equipment will be provided by the Socorro Police Department.

SECTION III. – PROVISIONS FOR OPERATIONS ASSISTANCE

The Participating Agencies hereby approve and enter into this MOU whereby each Participating Agency may request and receive assistance from the Emergency Response Team including, but not limited to, a large scale extraordinary event, a prolonged operation, any operation with expansive dynamics, or when an operation requires providing the Emergency Response Team, with related services and resources to one another.

SECTION IV – SCOPE OF OPERATIONS

The scope of operations, tasking, or guidelines for operations that the Emergency Response Team can undertake (“Covered Operations”) will be mutually determined by the police chiefs of the Participating Agencies. The scope will be based on the training, equipment, and capabilities of the Emergency Response Team.

The assessment of the scope of Covered Operations will be subject to a minimum of an annual review and may be increased or limited dependent at any time upon changes to the Emergency Response Team’s personnel, equipment, or training certifications. Once established the Emergency Response Team may only be deployed or utilized if within its most current scope of operations allowed by this MOU.

In responding to a specific Emergency, the Emergency Response Teams scope of Covered Operations shall be provided to each participating agency, the Emergency Response Team Commander, and each agencies’ communications center.

SECTION V. – REQUEST FOR ASSISTANCE

The Chief of Police and/or his or her designated representative from each Participating Agency shall have the authority to request and provide to the Emergency Response Team any necessary or required assistance. In the event that a Participating Agency requires assistance as set forth above, it shall, through the proper chain of command, notify the Emergency Response Team Commander through each department’s dispatch center. In conjunction with

the initiating agency, the Emergency Response Team Commander shall evaluate the situation, assess their available resources and respond accordingly. The Emergency Response Team Commander will take all steps necessary to ensure that the Chiefs of Police of each Participating Agency is immediately notified upon an activation.

SECTION VI. – COMMAND AND SUPERVISORY RESPONSIBILITY

The Emergency Response Team will operate under the National Incident Management System and the Incident Command System through the Socorro Dispatch Center.

The Chief of Police or his/her designated representative from the requesting agency shall have incident or event scene operational command and decision-making authority regarding deployment of the Emergency Response Team.

The Emergency Response Team shall have a designated commander for all team operational decisions.

Once a deployment of the Emergency Response Team has been authorized by the requesting agency's incident or event scene commander, all team personnel shall be under the direction and command of the Emergency Response Team Commander.

The requesting agencies incident or event scene commander reserves the right to cancel the Emergency Response Teams deployment even if it is engaged in operations, when conditions, intelligence, or information has become available that effects the necessity of the teams use. In this case the incident or event scene commander shall notify the Emergency Response Team, commander as soon as possible, and any ongoing operations will be terminated when safe to do so for any previously deployed personnel.

Whenever a team member is rendering assistance pursuant to this MOU, the team member shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his or her own Department. If any such standard is contravened or otherwise in conflict with a direct order of a superior officer of the Emergency Response Team, such rule, regulation, policy, general order or procedure shall control.

SECTION VII. – USE OF FORCE COMPLAINTS

Whenever the Emergency Response Team is involved in a use of force or there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this MOU, the Participating Agencies will conduct a joint review of the use of force and/or complaint.

The Emergency Response Team Commander or their designated representatives shall be responsible for the documentation of the use of force and/or complaint with a disposition recommendation. A mirror copy of the documentation shall be provided to each Participating Agency for review regarding their own respective policies.

Upon review, the Chief of Police, or his designated representative, of any Participating agency may request that additional investigation be conducted jointly by the Participating Agencies. The Participating Agencies Chiefs of Police, or their designated representatives, will conduct a joint evaluation of the overall actions of the Emergency Response Team after a review of the documentation and/or investigation.

In any event, the review of individual actions by any member of the Emergency Response Team shall be the sole responsibility of the team member's Chief of Police according to his/her agency's policies and procedures.

Each Participating Agency engaging in any assistance pursuant to this MOU agrees to fully cooperate with all such joint investigative efforts. Should an application of force on behalf of the Emergency Response Team result in serious injury or death, or a complaint arise as a result of a cooperative effort as it may pertain to this MOU that, if sustained, would be likely to result in serious injury or death, it is agreed by the Participating Agencies that the Texas Department of Public Safety / Texas Rangers will be requested to conduct a separate and independent investigation as appropriate.

SECTION VIII. – LIABILITY

Each Participating Agency engaging in any assistance pursuant to this MOU agrees to assume responsibility for the acts, omissions, or conduct of each of

its Emergency Response Team members or conduct of such Participating Agencies' / team's own employees while engaged in rendering such assistance pursuant to this MOU.

SECTION XI. – PROCEDURES & TRAINING

The Emergency Response Team will meet and train a minimum of eight (8) hours per month. All training will be documented. The training schedule will be reviewed and updated as needed but, in any event, at least once per year.

A minimum of one firearms qualification and one physical fitness test will be incorporated into the training. As the team's administrative agency, the Socorro Police Department will determine the firearms and physical fitness testing requirements.

SECTION X. – POWERS, PRIVILEGES, IMMUNITIES AND COSTS

The Emergency Response Team members from each Participating Agency, when engaging in assistance outside their normal jurisdictional limits but inside the city limits of the City of Socorro or Socorro ISD boundaries, shall have the same powers, duties, rights, privileges and immunities as if the team member was performing duties inside the member's own city in which he/she is normally employed.

Each Participating Agency agrees to furnish the necessary personal equipment, other than the ballistic protection, and resources to their department members assigned to the Emergency Response Team to render services to each Participating Agency; provided however, that no Participating Agency shall be required to unreasonably duplicate its own equipment, resources, facilities and services in furnishing such assistance.

As the Emergency Response Team's administrative agency, the Socorro Police Department will provide the ballistic protection equipment for the team's personnel, to maintain uniformity.

Each Participating Agency that furnishes personal equipment, other than the ballistic protection, pursuant to this MOU agrees to bear the cost of loss or damage to that equipment and must pay any expenses incurred in the operation and maintenance of that equipment. Nothing herein shall prevent

either Participating Agency from lending necessary equipment to the other Participating Agency team member for operational purposes pursuant to this MOU.

Each Participating Agency which has personnel participating in Emergency Response Team training events agrees that all personnel cost associated with the training shall be the responsibility of the Participating Agency.

The Participating Agency furnishing assistance pursuant to this MOU shall compensate its Emergency Response Team members during the time such assistance is rendered and shall assume the actual travel and maintenance expenses of its members while they are rendering such assistance including, but not limited to, any amounts paid or due for compensation due to personal injury or death while such Emergency Response Team members are engaged in rendering such assistance.

The privileges and immunities from liability, exemption from laws, ordinances and rules, together with all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of a Emergency Response Team member of a Participating Agency when performing the member's duties within the territorial limits of the member's agency apply to the employee to the same degree, manner and extent while engaged in the performance of the employee's duties outside the territorial limits of the member's agency under the provisions of this MOU. Nothing herein shall be construed to be a waiver of sovereign immunity or similar rights and its rights under the Texas Tort Claims Act by any of the Participating Agencies. No provision of the MOU that imposes an obligation or restriction on the Participating Agencies not permitted by applicable law shall be enforceable. Records relating to the MOU may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code.

Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from entities other than its governing body, reimbursement for itself and the assisting team for any actual costs or expenses incurred by the assisting Participating Agency performing hereunder.

SECTION XI. – TERMINATION

Any Participating Agency may terminate their participation in this MOU upon delivery of written notice to the other Participating Agency.

Termination will become effective ninety (90) days from receipt of such notice. Upon termination the Participating Agencies agree to coordinate the prompt return of any loaned equipment to the proper owner.

AGREED TO AND ACKNOWLEDGED on this the _____ day of _____, 2019.

SOCORRO ISD POLICE DEPARTMENT

By: _____

Printed Name: Jose Castorena

Title: Chief

Date: 4/7/2020

SOCORRO ISD SUPERINTENDENT

By: _____

Printed Name: Jose Espinoza, Ed.D.

Title: Superintendent of Schools

Date: 04/07/2020

SOCORRO POLICE DEPARTMENT

By: David Burton

Printed Name: DAVID BURTON

Title: POLICE CHIEF

Date: 4/8/21

CITY OF SOCORRO MAYOR

By: _____

Printed Name: _____

Title: _____

Date: _____