

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 02-09-2015
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Minutes

REQUESTED BY: Sally W. Peters, Deputy Clerk / Administrative Assistant
(Please print your name and title)

PHONE #/EXT: 212 TIME NEEDED FOR PRESENTATION: 1 minute

WORDING OF AGENDA ITEM:

Consideration and action on approval of the Minutes for January 26, 2015.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 02/09/15
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Accounts Payable Claims

REQUESTED BY: Corinna Speer, County Auditor
(Please print your name and title)

PHONE NUMBER/EXTENSION: 240

TIME NEEDED FOR PRESENTATION: _____

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on the approval of claims for purchases, services and vendors.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 02-09-2015
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: 2015-2016 Texas Historical Commission Members

REQUESTED BY: Darrel L. Lux, County Judge

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM:

Consideration and action to name members to the 2015-2016 Texas Historical Commission.

2015-2016 HISTORICAL COMMISSION MEMBERSHIP CONSIDERATION

Current members of the Historical Commission still wanting to serve:

Richard Caldwell
Graham Littrell
Ted Maxymof
Gwen Adrian
Harry Dell
Mary Alice Dell
Nancy McLarry
Louise Homilius
Steve Rode
Paul Barwick
Carolyn Goodall
Martha Klar
Harry Seidensticker
Lois Haufler
Rebecca Rogers
Suzanne Young
Theda Sueltenfuss

People seeking to serve on the Historical Commission:

Jay Pennington
Julie Ebensberger Pfeiffer
Rick Wyss
Kathryn Adam-Hurst
Mike Howle
Eddie Siedensticker

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 02-09-2015
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Asbestos Testing

REQUESTED BY: Darrel L. Lux, County Judge

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM:

Consideration and action concerning asbestos testing on the Historic Jail and Commissary buildings.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 02/09/2015
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: RFP for Construction Management at Risk

REQUESTED BY: Corinna Speer, County Auditor
(Please print your name and title)

PHONE NUMBER/EXTENSION: 240

TIME NEEDED FOR PRESENTATION: _____

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action concerning appointment of a committee to review responses of the RFP for Construction Management at Risk and make a recommendation to Commissioners Court.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 02-09-2015
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Burn Ban

REQUESTED BY: Darrel L. Lux, County Judge / Jeffery Fincke, Fire Marshal
(Please print your name and title)

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 3 minutes

WORDING OF AGENDA ITEM:

Consideration and action on the burn ban (Authority Section 352.081, Texas Local Government Code).

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 02-09-2015
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: SEP-HCP (Southern Edward Plateau – Habitat Conservation Plan)

REQUESTED BY: Darrel L. Lux, County Judge

PHONE #/EXT: 213 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM:

Discussion on Kendall County's response to the Public Meetings held by the U.S. Fish and Wildlife Service in cooperation with the City of San Antonio and Bexar County concerning the Southern Edwards Plateau-Habitat Conservation Plan.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : February 9, 2015
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Request for Relief – His Hill Subdivision

REQUESTED BY: Richard Tobolka – Development Manager

(Please print your name and title)

PHONE NUMBER/EXTENSION: ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on a request for relief from section 200 of the Kendall County

Development Rules and Regulations, specifically of fees associated with Cancellation of

Subdivision as defined in section 210 of said rules. His Hill Subdivision proposes to cancel 22

lots for the purpose of constructing a dormitory and on-site sewage facility. Current fee schedule

for partial cancellation is \$2,450. Development Management recommends a \$500 fee for this

non-complex partial cancellation.

Royce Steubing, Commissioner Pct. 4

REQUEST FOR RELIEF (Variance)

From the Kendall County (KC) Development Rules and Regulations
(Section 106)

1. Date 1/7/2015
2. Location of Property: Mill Dam Road
3. Name of Subdivision (If Applicable): His Hill Chapel Hill Area
4. Property Owner/Developer Name: His Broadcasting, Inc.

5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations and state the relief requested:
Section 200 Developers Responsibilities and
Appendix Development Fees
We are asking for relief from the \$2,450 fee
as defined by the fee schedule, requesting a lower fee.

6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)

- a. Are there special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land: _____ (if "yes" please state the special circumstances or conditions)

Yes - The property was subdivided in the 1950s for Trinity Baptist Church members without title ever transferred.

The property transferred to His Broadcasting Inc a TEXAS SD(C)3 for use as Bible School and camp. ~~As~~ There are no private lot *

- b. Is relief necessary for the preservation and enjoyment of a substantial property right of yours? _____ (if "yes", please state the substantial property right involved)

yes, Use of the platted and not platted property has been used as a cohesive whole since 1971. as Bible School, Camp and Retreat Center.

M. D. Whitw president
Property Owner Signature

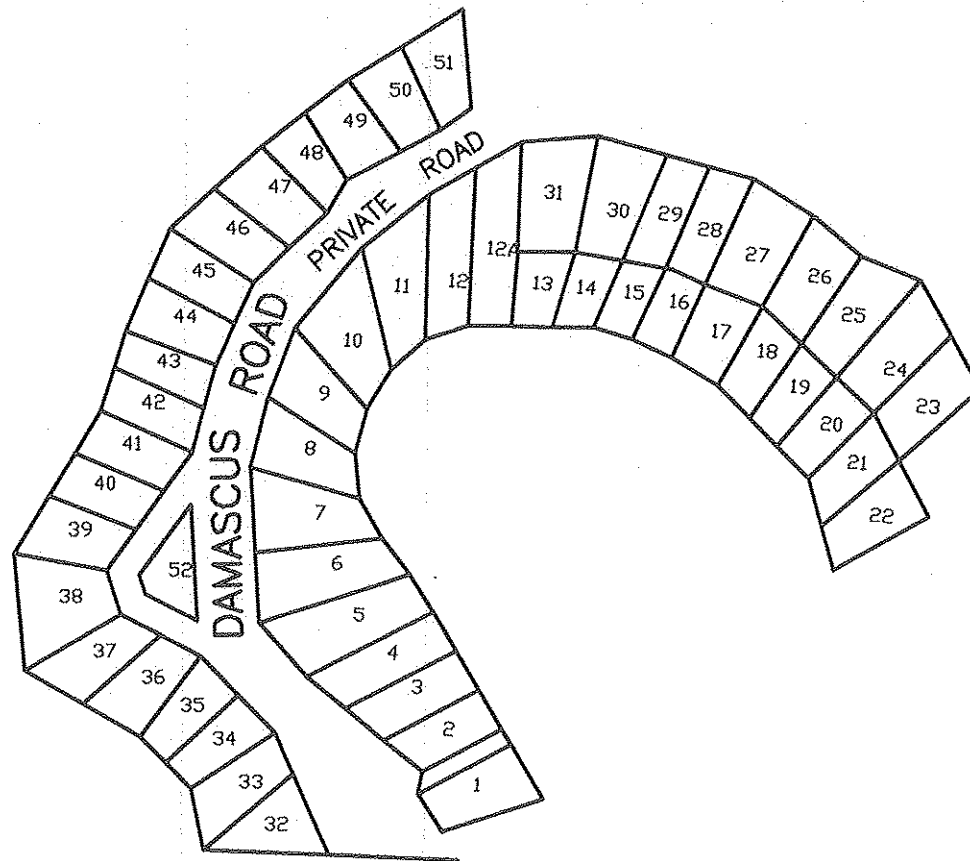
His Broadcasting Inc
Print Owner Name

Phone Number [REDACTED]

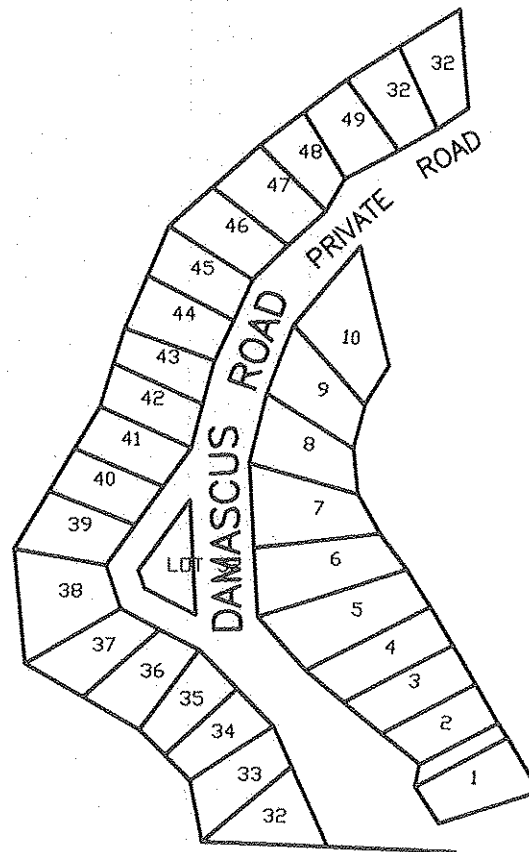
Date January 12, 2015

* LOT OWNERS IN THE Chapel Hill Area. Platted lots and not platted acreage as used solely by His Broadcasting Inc and its non profit tenant Torchbearers - His Hill.

EXISTING SUBDIVISION (PRIOR TO PARTIAL CANCELLATION)



REMAINING SUBDIVISION (AFTER PARTIAL CANCELLATION)



AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : February 9, 2015
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Request for Relief 10232 Johns Road

REQUESTED BY: Richard Tobolka - Development Manager

(Please print your name and title)

PHONE NUMBER/EXTENSION: ext. 250

TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on a request for relief from the platting requirements and road frontage

in accordance to sections 101 and 102 of the Kendall County Development Rules and

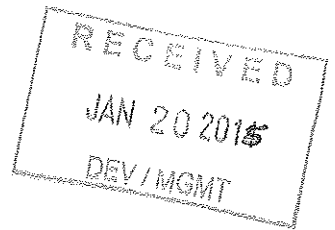
Regulations. The proposed division would create a 3.5± acre tract out of a 65.5± acre parent tract

with access over a 30ft ingress egress easement to Johns Road.

Mike Fincke, Commissioner Pct. 1

REQUEST FOR RELIEF (Variance)

From the Kendall County (KC) Development Rules and Regulations
(Section 106)



1. Date 11-19-2014
2. Location of Property: 10232 Johns Road Boerne, TX 78006

3. Name of Development (If Applicable): _____

4. Property Owner/Developer Name: Case and Kerri Gatlin/ G Bar Ranch Properties, Ltd.

5. Relief Requested (Reference the specific Section/Paragraph of the current KC Development Rules and Regulations:

I need to deed a couple acres to my wife and I now owned in our family partnership.
A survey will need to be conducted in order to do so.

6. Reason(s) for Requesting Relief: (Please refer to Section 106, Relief by County Commissioners Court in answering these questions)

- a. What special circumstances or conditions affecting the land involved such that the strict interpretation of the provisions of these regulations would deprive you of the reasonable use of this land.

None

- b. Why is relief necessary for the preservation and enjoyment of a substantial property right of yours?

I need to "sell"/deed over some acreage (currently consisting of 64.56 +/- acres in total owned by G Bar Ranch Properties, Ltd.) under what will be my future homestead from G Bar Ranch Properties consisting of My wife and I along with G Bar Wildlife LLC (partners), to my wife and I personally owned in our names in order for it to be considered our home stead. An official survey needs to be conducted.

- c. Will the granting of relief not be detrimental to the public's health, safety, and welfare? Please explain.

No, it will not be.

- d. Will the granting of relief not have the effect of preventing the orderly subdivision of other land in the area? Please explain.

No, it will not.



Signature

[REDACTED]

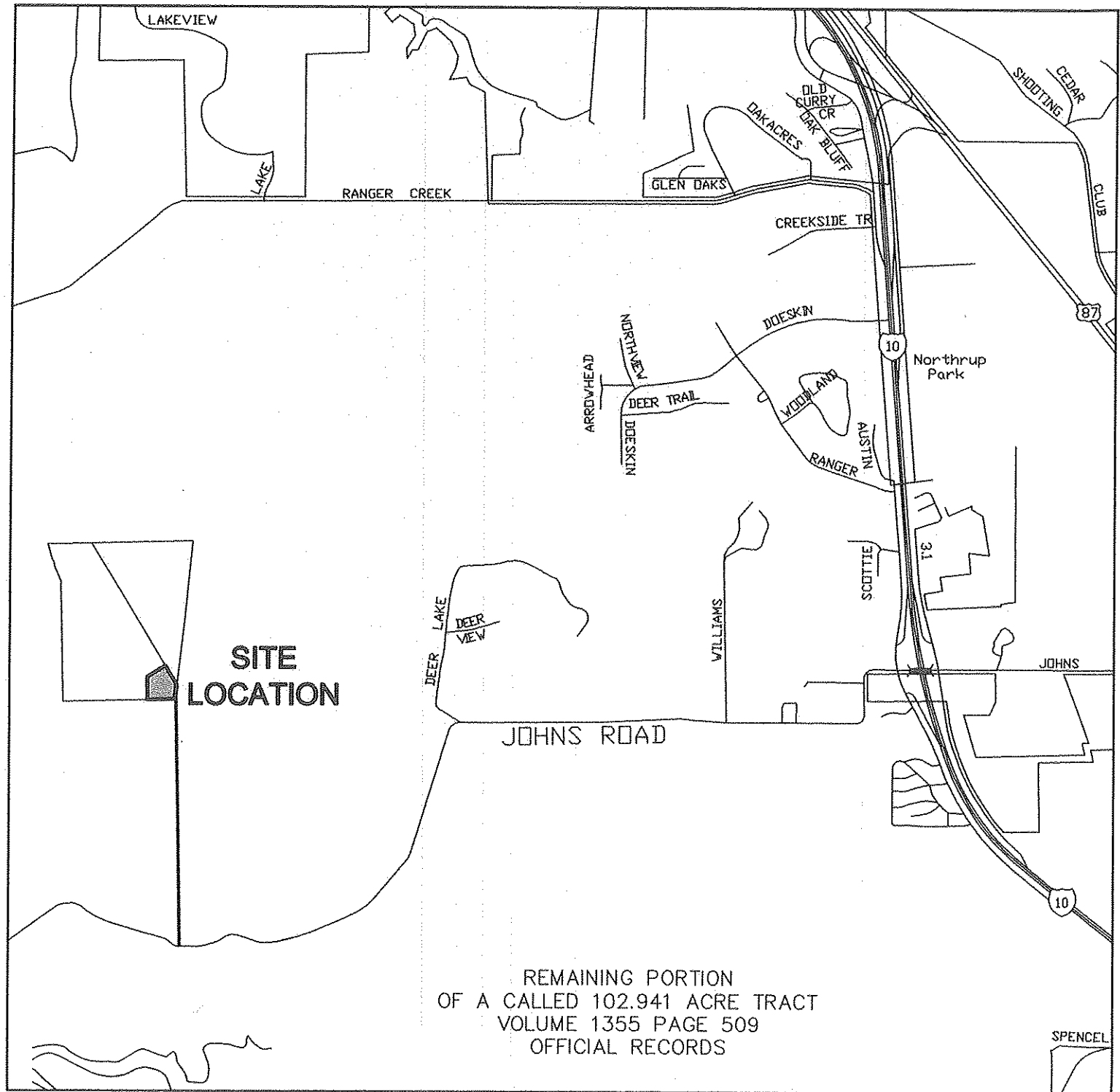
Phone Number

Case Gatlin

Printed Name

11-19-2014

Date



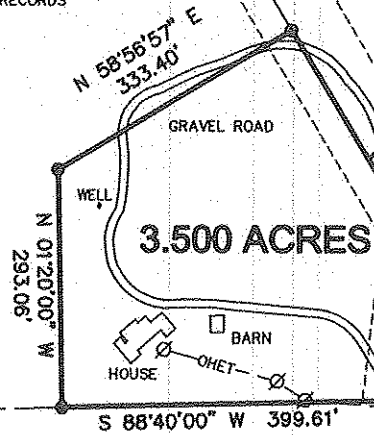


SCALE: 1" = 200'

JOHN H. GIBSON SURVEY NO. 869
ABSTRACT NO. 215

G BAR RANCH PROPERTIES, LTD.
REMAINING PORTION
OF A CALLED 102.941 ACRE TRACT
VOLUME 1355 PAGES 509-512
OFFICIAL RECORDS

100' ELECTRIC
TRANSMISSION LINE EASEMENT
VOLUME 92 PAGES 654
DEED RECORDS



OTTO RAUCH,
CALLED 38.386 ACRE TRACT
VOLUME 1384 PAGE 908
OFFICIAL RECORDS

JAMES BOWER
VOLUME 78 PAGES 439-440
D.R.

30.00-FOOT
INGRESS AND EGRESS
EASEMENT
CONTAINING 0.164
OF ONE ACRE

S 06°20'58" W
216.70'

30' INGRESS AND EGRESS EASEMENT
VOLUME 107 PAGES 513-517
DEED RECORDS

CALLED 89.44 ACRES
VOLUME 908 PAGE 544
O.R.

JOHNS ROAD

M.D.S. LAND SURVEYING CO., INC.
8 SPENCER ROAD
BOERNE, TEXAS 78006
PHONE: (830) 816-1818
TBPLS FIRM NO. 10019600

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 2/9/15
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Road History Form for "His Hill Loop"

REQUESTED BY: MIKE HOWLE - GIS Coordinator
(Please print your name and title)

PHONE #/EXT: 331-8245 TIME NEEDED FOR PRESENTATION: 2 min.

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and Action to accept the road history form for His Hill Loop
A private road in Kendall Co. Precinct 4

KENDALL COUNTY ROAD HISTORY FORM

Proposed Date: December 18, 2014

Final Plat Approved:

ROAD NAME HIS HILL LOOP

PRECINCT

4

GRID/X,Y

A-9

ROAD TYPE

PR

ROAD CLASS

*Road with multiple classifications i.e: precincts, speed limits, Must include mileage of each class and the beginning and ending of each classed section on an additional Road History Form

ORIGIN OF ROAD MILL DAM RD. @ 5,530 FEET (1.047 MILES) TO THE RIGHT

END OF ROAD (LOOP) ENDS AT HIS HILL LOOP

SUBDIVISION

N/A

LENGTH (miles/ft) 2,415 FEET (0.457 MILES)

ROAD SURFACE (paved/base) PAVED

ROAD SURFACE WIDTH 20

CONDITION/DATE Dec 18, 2014

Check one:

☐

EXCELLENT

☐

GOOD

☒

FAIR

☐

POOR

CONSTRUCTION ACCEPTED

N/A

MAINTENANCE ACCEPTED

N/A

VOLUME

PAGE

VOLUME

PAGE

ROW WIDTH

VARIES

ROW OWNERSHIP

PRIVATE

ROW METES AND BOUNDS RECORDED

VOLUME

PAGE

Date

BRIDGES

N/A

WEIGHT LIMIT

N/A

SPEED LIMIT

N/A

STRIPED

N/A

SIGNAGE

N/A

CULVERTS

N/A

ADDRESS SCHEME / CHECK ONE:

☐

1999 & BEFORE = 211'

☐

2000-06/30/05 = 5.28'

☐

07/01/05 - 25.0'

☐

PLAT

NUMBER RANGE:

RIGHT (Odd) FROM:

1

To: 99

LEFT (even) FROM:

2

To: 100

TELCO: HCTC

EXCHANGE: COMFROT

SCHOOL DIST. Cisd

ELECTRIC: BEC

ZIP CODE: 78013

WATER PROVIDER:

☒ CO. Inspector

☐ Road and Bridge

☒ Development Management

☒ GIS

PRECINCT COMMISSIONER APPROVAL

Date

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 2/9/15
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Road History Form for "Lazy B Rd."

REQUESTED BY: MIKE HOWE GIS Coordinator
(Please print your name and title)

PHONE #/EXT: 331-8245 TIME NEEDED FOR PRESENTATION: 2 min

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and Action to accept the road history form for Lazy B Rd.
A private road in Kendall Co. Precinct 3

KENDALL COUNTY ROAD HISTORY FORM

Proposed Date: December 17, 2014

Final Plat Approved:

ROAD NAME LAZY B RD.

PRECINCT

3

GRID/X,Y

L-2/L-3/M-2/M-3

ROAD TYPE

PR

ROAD CLASS

*Road with multiple classifications i.e: precincts, speed limits, Must include mileage of each class and the beginning and ending of each classed section on an additional Road History Form

ORIGIN OF ROAD DELAWARE CREEK AT 1.386 MILES (7,320 FEET) TO THE LEFT

END OF ROAD DEAD END AT GATE

SUBDIVISION N/A

LENGTH (miles/ft) 3.669 MILES (19,375 FEET)

ROAD SURFACE (paved/base) PAVED

ROAD SURFACE WIDTH 15

CONDITION/DATE Dec 16, 2014

Check one:

☐

EXCELLENT

☒

GOOD

☐

FAIR

☐

POOR

CONSTRUCTION ACCEPTED N/A

MAINTENANCE ACCEPTED

N/A

VOLUME

PAGE

VOLUME

PAGE

ROW WIDTH

VARIES

ROW OWNERSHIP

PRIVATE

ROW METES AND BOUNDS RECORDED

VOLUME

PAGE

Date

BRIDGES N/A

WEIGHT LIMIT N/A

SPEED LIMIT N/A

STRIPED N/A

SIGNAGE N/A

CULVERTS N/A

ADDRESS SCHEME / CHECK ONE: ☐ 1999 & BEFORE = 211' ☐ 2000-06/30/05 = 5.28' ☒ 07/01/05 - 25.0' ☐ PLAT

NUMBER RANGE:

RIGHT (Odd) FROM:

1

To:

799

LEFT (even) FROM:

2

To: 800

TELCO: VERIZON

EXCHANGE: BLANCO

SCHOOL DIST. BLANCO

ELECTRIC: PEC

ZIP CODE: 78006

WATER PROVIDER:

☒ CO. Inspector

☐ Road and Bridge

☒ Development Management

☒ GIS

PRECINCT COMMISSIONER APPROVAL

Date

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda :
☐ Supplemental Agenda:
☐ Special Agenda:
☐ Executive Session:

2-9-15

SUBJECT: Annual Report

REQUESTED BY: Al Auxier, Sheriff

PHONE #/EXT: 249-9721 Ext: 128

TIME NEEDED FOR PRESENTATION: 15 Min.

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Present Kendall County Sheriff's 2014 Annual Report

Kendall County Sheriff's Office

2014

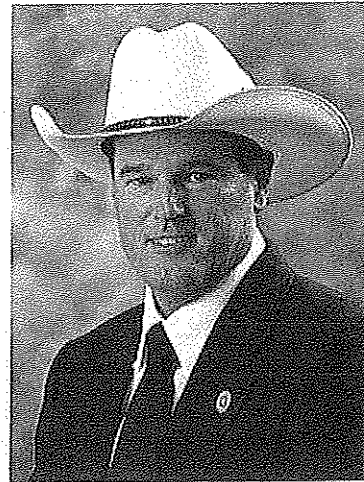
Annual Report



SHERIFF AL AUXIER

Contents

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Dear Constituents,

First, let me say that on behalf of all the members of the Kendall County Sheriff's Office, it has been a pleasure serving this community. I am grateful to the dedicated men and women of this organization who have committed themselves this past year to providing quality law enforcement services to our county. Our employees are our number one asset and they are constantly striving to improve. Without their dedication and professionalism, the successes of this past year could not have happened.

During our first year in office we identified many areas that needed improvement. We set goals and worked hard to achieve them. Our second year saw new goals and again we were successful in meeting them. We have modernized our technology by adding laptops and iPads to our patrol fleet and CID, thus allowing deputies to remain in the field longer. We have become a Contract Training Provider which, for the first time ever, allowed us to hold our own in-service training. We have upgraded our records management system and integrated our mobile systems with Boerne Police Department's Computer Assisted Dispatching system. All of this is designed to share information and data between the Kendall County Sheriff's Office, the Boerne Police Department and the Fair Oaks Ranch Police Department. More importantly, this technology helps make Kendall County a safer place to live, work and raise a family.

There is still a lot of work to be done, however, I cannot help but feel inspired by the men and women of the Sheriff's Office. Our deputies continue to amaze me by their dedication and commitment to the community they serve. Of course, we could not be successful without the overwhelming support we have received from this great community. Thank you!!

Sincerely,

A handwritten signature in dark ink, appearing to read "Al Auxier". The signature is written in a cursive, flowing style.

Sheriff Al Auxier

Preface

The Texas Constitution, Article 5 Judicial Department, established the office of Sheriff in each county in Texas. In 1862, John Sansom, a retired Texas Ranger, was appointed the first Sheriff of Kendall County. On January 1, 2013, Al Auxier was sworn in as the 29th Sheriff of Kendall County. As the chief executive of the office, the Sheriff has full authority and responsibility for the management, direction and control of the operation and administration of the office.

The Sheriff is also responsible for the operation of the county jail and for the housing of prisoners arrested within the county. The Sheriff must submit monthly reports to the Texas Commission on Jail Standards, and in turn the jail is inspected by the Commission on an annual basis. Kendall County has an agreement with Boerne and Fair Oaks Ranch for costs associated with housing of prisoners prior to their formal commitment to jail by a Magistrate. The Kendall County Detention Facility has a capacity of 54 prisoners.

The Kendall County Sheriff's Office is comprised of 82 employees. This includes 48 full time and two part time certified peace officers who perform the various functions of a Sheriff's Deputy, 20 Detention Officers who work in the detention facility, three animal control officers, and nine civilian employees who provide valuable clerical and other support for the office.

According to the U.S. Census Bureau, Kendall County has a total area of 663 square miles, of which 662.5 square miles is land. Interstate 10, U.S. Highway 46 and 87 are the major transportation routes through Kendall County, with Farm to Market 473, 474 and 1376 also providing routes through the county. As of the 2010 census, the population of Kendall County was 33,410. The Kendall County Sheriff's Office is the primary law enforcement agency for the unincorporated areas of Kendall County, including the township of Comfort.

This report provides statistical and informational data for 2014. Not all activity by deputies and civilian employees of the Sheriff's Office can be captured; however, we believe this report will provide an accurate reflection of the more important activity during this time period.

Mission

The mission of the Kendall County Sheriff's Office is to protect the lives and property of the residents and visitors of Kendall County through professional policing, community partnerships, and the efficient management of personnel and resources.

Values

Professionalism - We foster a climate of excellence by recruiting, selecting, and training exemplary deputies and detention officers, and we encourage employee growth and development through extensive training opportunities.

Integrity - To forge healthy, trusting relationships with the people of Kendall County, we demand that employees of the Kendall County Sheriff's Office demonstrate ethical consistency in their professional and personal lives.

Accountability - We are responsible and accountable for our actions. Thus, we expect our officers to exercise self-restraint in times of crisis, and we expect our enforcement actions to adhere to the facts at hand.

Justice - The administration of law and order is based upon the ideals of justice and fairness for our diverse community. All citizens and visitors--including those suspected of crimes--will be treated with respect, dignity and fairness.

Courage - We will act boldly to serve our community, and we will make tough decisions based on what is best for our citizens and visitors, the Kendall County Sheriff Office and the individual employee involved, while acting in accordance with the values described above.

Accomplishments

Completed the switch from 900 to 700 MHz radio system, to include the installation of mobile radios in patrol cars and issue of hand held radios to all deputies.

Completed the installation of mobile data equipment into the patrol fleet and began operation of laptop computers in patrol vehicles.

Completed the purchase and installation of the Tyler Technology Incode Records Management System. This system is on a shared file server housed at the Boerne Police Department. Information and data is now shared between the Kendall County Sheriff's Office, Boerne Police Department and the Fair Oaks Police Department. On May 21st, 2014, Tyler RMS went "Live" in the Sheriff's Office. Patrol Deputies can now access information and write reports from their patrol vehicles. This system includes AVL technology that allows the dispatchers and patrol supervisors to monitor the location of patrol vehicles throughout the county.

The Kendall County Sheriff's Office was approved as a contract training provider through TCOLE. As a result, the Sheriff's Office held its first in-service training classes. In the past, deputies were required to find and attend classes that were required by TCOLE rules. In many cases, deputies paid for the classes themselves. As a contract training provider, all required training can now be received through the Sheriff's Office. This service was also provided to the Boerne Police Department, who allowed us to use their training facilities, and the Fair Oaks Ranch Police Department.

Application was made to the Texas Police Chief's Association for the Recognition Program. After an initial inspection of the Sheriff's Office the application was accepted and we started the process to become a recognized agency.

Our Policy and Procedure Manual was completely revised to include standards recommended by the Texas Police Chief's Association "Best Practices" standards and Texas Association of Counties standards.

An employee performance evaluation system was implemented for the Sheriff's Office and Detention personnel.

Our patrol fleet was upgraded by replacing older, high mileage, vehicles with new vehicles and purchasing low mileage used vehicles for CID.

The old audio and video equipment in the interrogation room of the Criminal Investigation Division was replaced with high quality, state of the art equipment.

The Kendall County Sheriff's Office, along with the Boerne and Fair Oaks Police Departments, have formed and participated in exercises as part of joint Emergency Response Team. This team has been training as a unit for several months and it has been involved in the running of "high-risk" warrants, in both Boerne and Kendall County jurisdictions.

The Detention Center passed the annual jail inspection. In 2013, we were required to have a plan in place to repair the numerous leaks in the roof over the jail. This was accomplished and the roof repairs were completed.

Thanks to a generous donation from the Majestic Ranch Arts Foundation, the Kendall County Animal Control and Adoption Center received a \$35,000.00 mobile adoption trailer. This trailer has been taken to several pet adoption events throughout Kendall County and has been well received by the citizens.

Our animal shelter passed its annual Texas Department of Health shelter inspection. This inspection covers the sanitation of the facility, its quarantine protocol, the overall living conditions for the animals, and shelter paperwork.

A process has been put in place where local veterinarians have agreed to come to our animal shelter once a week to assess the health condition of our animals. About 20 local veterinarians have agreed to participate by volunteering their time and resources to insuring that the animals in our shelter receive necessary care and that the animals we adopt out are healthy.

A Kendall County animal shelter advisory board was developed. This board meets once a quarter to discuss ways to improve our shelter and adoption process.

Goals for 2015

Complete the Recognition Program and receive recognition for Best Practices at the Texas Association of Police Chief's Association Conference.

Approve plans and secure funding for a new facility based on the needs assessment.

Purchase and install iPads in the patrol vehicles to eliminate the need to switch out computers at each shift change.

Transition to handheld ticket writers and integrate the ticket writing process into the JP Courts Brazos ticket system.

Expand training opportunities to our deputies via our status as a contract training provider. This includes expanding the subjects offered during our in-service training cycle.

Continue to upgrade our fleet by replacing our aged and high mileage vehicles, both in patrol and CID.

Budget for an additional patrol deputy position to be assigned to nights. This will even-out the number of deputies on each shift.

Budget for housing of prisoners in other county jails due to over capacity issues.

Pass annual jail inspection.

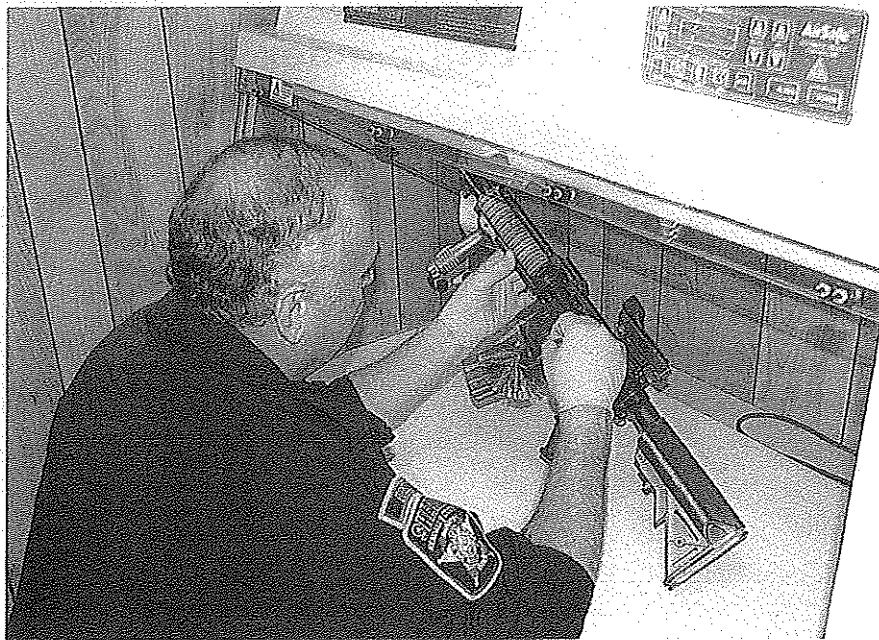
Patrol and Investigations

Patrol and Criminal Investigation Sections of the Kendall County Sheriff's Office are led by Lieutenant Butch Matjeka. Uniformed patrol deputies are assigned to one of four shifts. Each shift is under the immediate supervision of a patrol sergeant. Duties include responding to calls for service, making arrests, completing reports of criminal and other incidents, and providing preventive patrol.

Criminal Investigation section is under the immediate supervision of Sergeant Chad Sells. Five investigators handle the follow up and case preparation for criminal offenses reported in Kendall County and one investigator is assigned to a joint narcotics task force. Investigators are also called upon to process crime scenes for any forensic evidence.

Kendall County remains a safe community in comparison to many others. Property crimes far outnumber violent crimes or crimes against persons, such as robbery, aggravated assault or homicide.

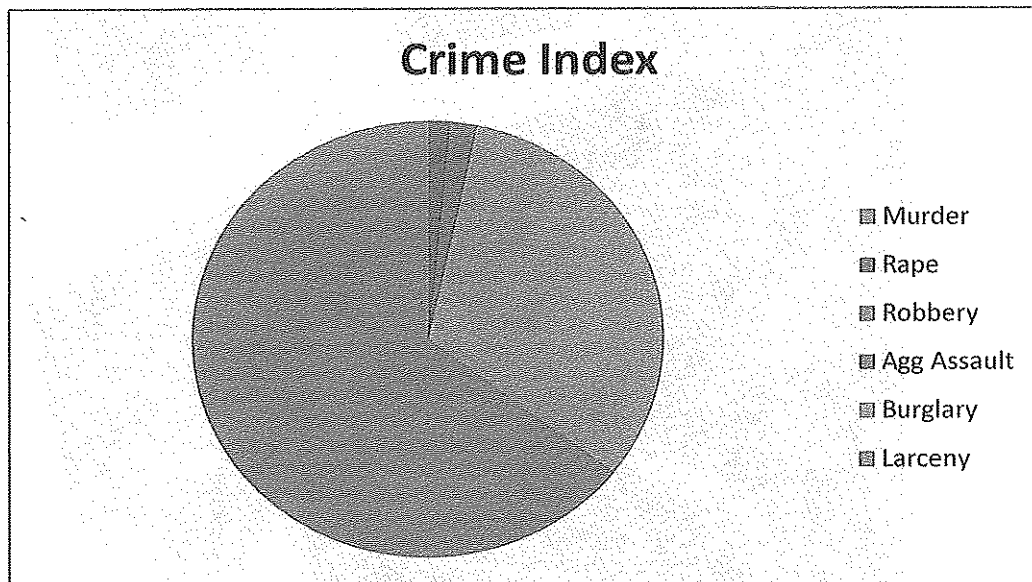
The numbers provided on the following pages give an indication of the number and types of calls we handle.



Investigator Ed Whitehurst fingerprinting recovered stolen property

Uniform Crime Report

	2012	2013	2014	% Difference 2013-2014
Murder	1	0	0	0%
Rape	16	3	9	200%
Robbery	0	0	0	0%
Aggravated Assault	7	4	11	175%
Burglary	76	68	54	-20%
Larceny	157	136	112	-18%
Auto Theft	12	9	10	11%
Total Crime Index	269	220	196	-11%



Calls for Service

CRIMES:				ARREST ACTIVITY			
	2012	2013	2014		2012	2013	2014
Criminal Homicide	1	0	0	Felony	54	95	114
Assaults				Misdemeanor	162	289	435
Aggravated	11	4	11				
Sexual	11	6	9	TOTAL:	216	384	549
Family Violence		66	62				
Other	63	82	69				
Robbery	0	0	0				
Burglary	71	74	54	ACCIDENTS:			
Larceny	126	155	112	Fatal	2	0	0
M.V. Theft	12	9	10	Injury	44	39	47
Vandalism	79	96	44	Non Injury	257	270	254
Weapons	2	4	7				
Narcotic Laws	22	37	66				
Tobacco Laws	3	1	0	TOTAL:	303	309	301
Liquor Laws	4	19	35				
DWI	33	41	28	TRAFFIC ENFORCEMENT:			
PI	19	25	23	Citations-	2012	2013	2014
Disorderly Conduct	7	13	2	Speeding	276	718	926
Other	103	278	210	Insurance	15	27	41
TOTAL:	567	843	680	Seat Belt	3	6	11
				DL	39	99	149
MISC. ACTIVITY				Violations	32	106	232
	2012	2013	2014	LP/MVI	8	45	71
Alarms	627	656	790	Viol.	3	6	1
Ambulance Calls	578	272	190	Stop	79	272	275
Disturbances	296	366	375	Sign/Light			
Suspicious	504	511	572	Parking			
Person/Vehicle				Other			
TOTAL:	2005	1805	1927	TOTAL:	455	1279	1706
				Warnings	219	2957	3789
				Cr. Trespass	76	69	39

Kendall County Detention Facility



L to R: Sergeant Chris Ortiz, Detention Officers Michael Invergo, Tammy Aldrich, Stephen Fey, Ed Moore and Corporal Emilio Pereda.

Individuals arrested are initially held in the county jail. Normally, the arrested individual is informed of the charges against him or her and advised of their rights by a Justice of the Peace no later than the morning following their arrest. Bond is set and if the individual can post a bond, they are released. If not, they remain in jail until their trial or disposition of their charges.

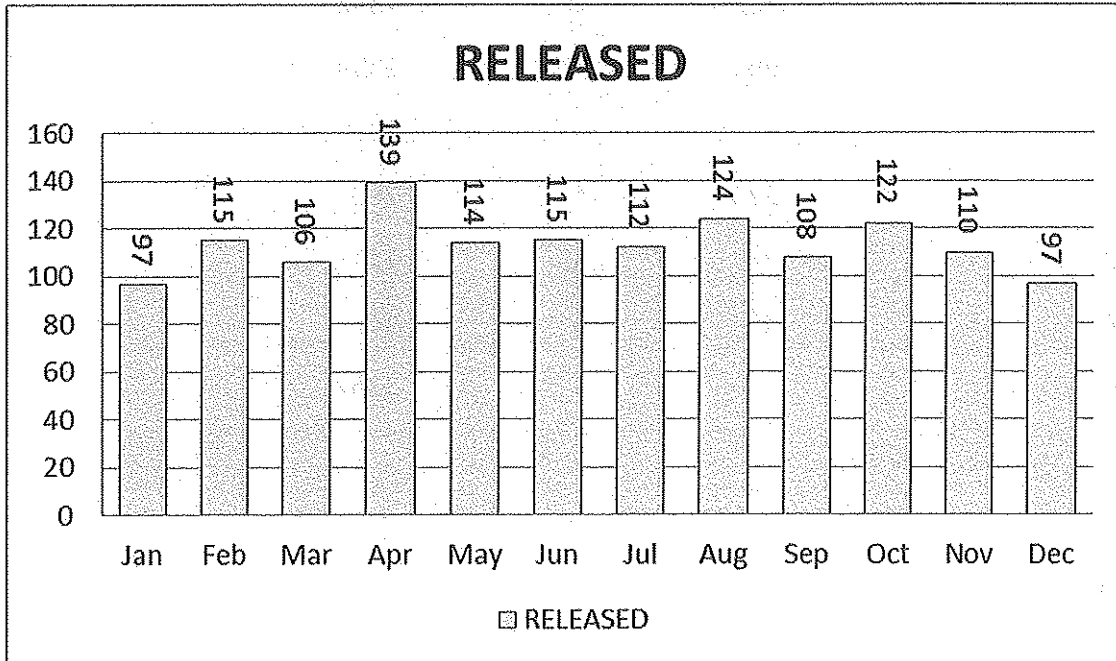
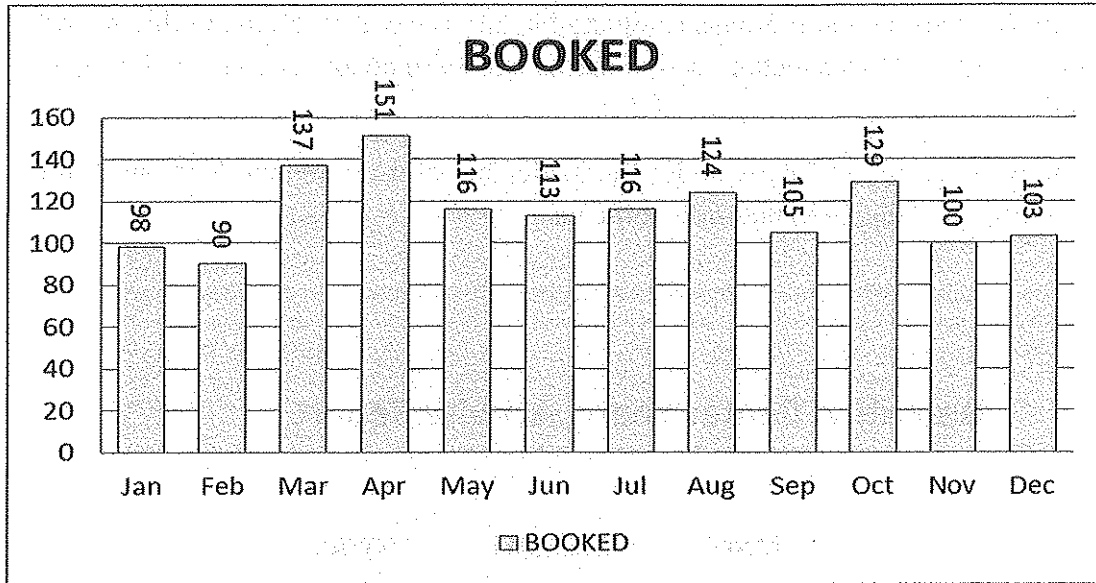
State law allows for persons convicted of Class A or B misdemeanors to be sentenced to jail time. That time would be served in the county jail. The maximum amount of punishment for these offenses is one year. Persons convicted of a felony offense would be transferred to the Texas Department of Corrections and serve their time in a state penitentiary.

The jail facility is subject to an annual inspection by the Texas State Commission on Jail Standards. The jail passed its 2014 inspection that was conducted in late December. Noted problems with leaks in the roof from the 2013 inspection were repaired and were no longer an issue during the 2014 inspection.

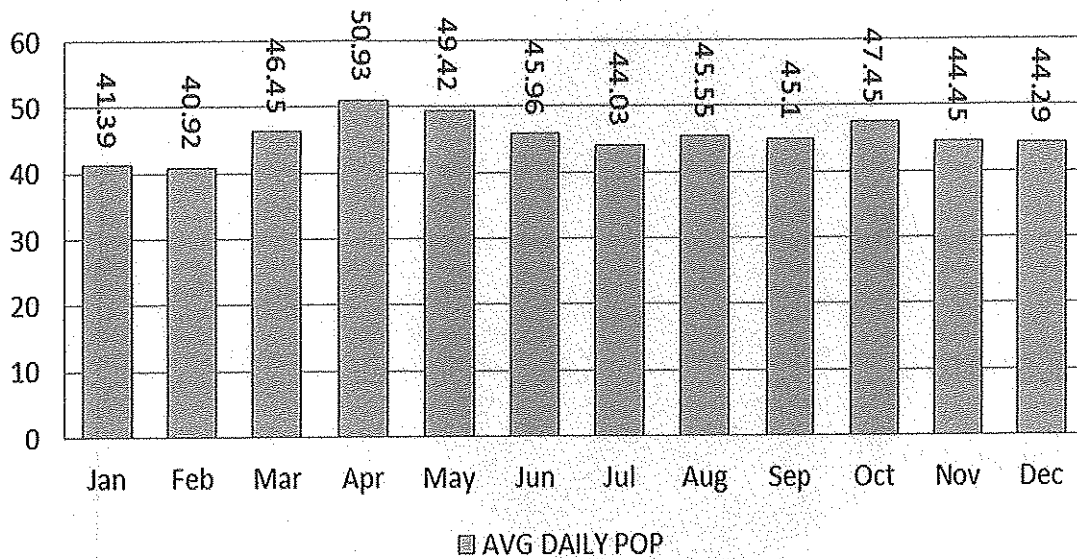
The Kendall County Detention Facility is under the leadership of a Lieutenant, Sergeants Chris Ortiz and Jason Barter, and eighteen detention officers.

Detention Center Yearly Activity Report

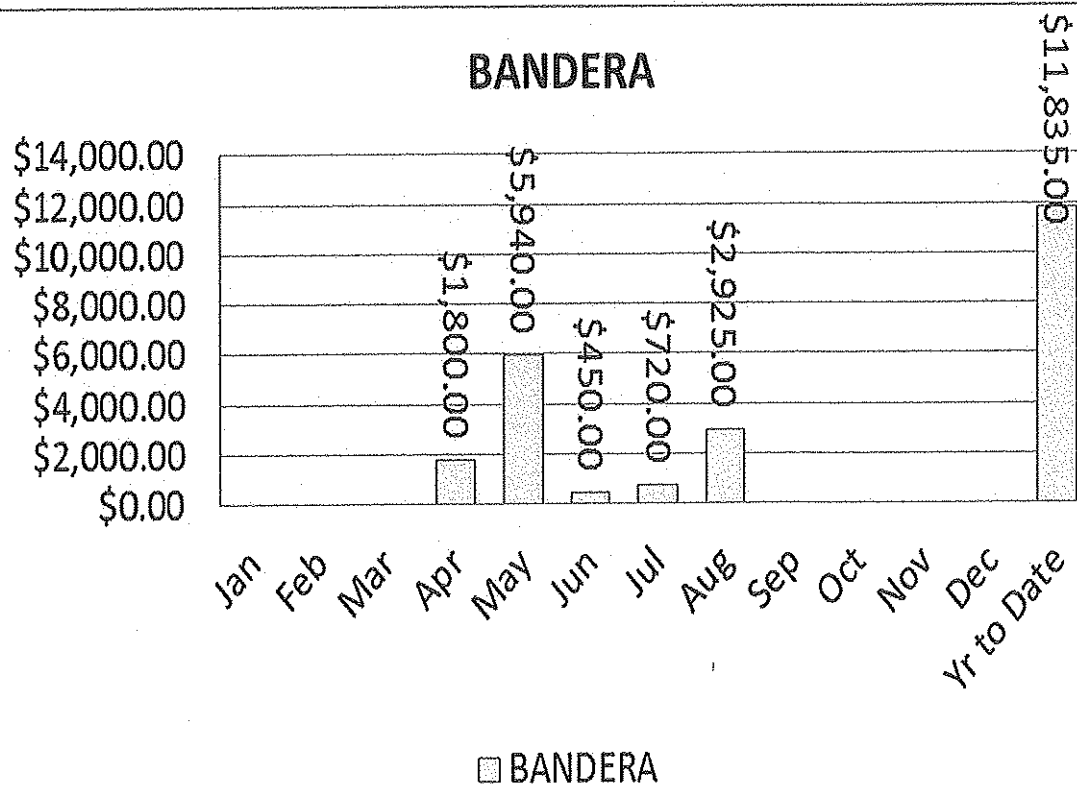
STATISTICS	MALE	FEMALE	TOTAL
Bookings	1022	360	1382
Releases	999	360	1359
Visitations			1965
Court	223	43	266
Doctor Visits	78	33	111
Hospital/ER	10	6	16
Magistration			1382



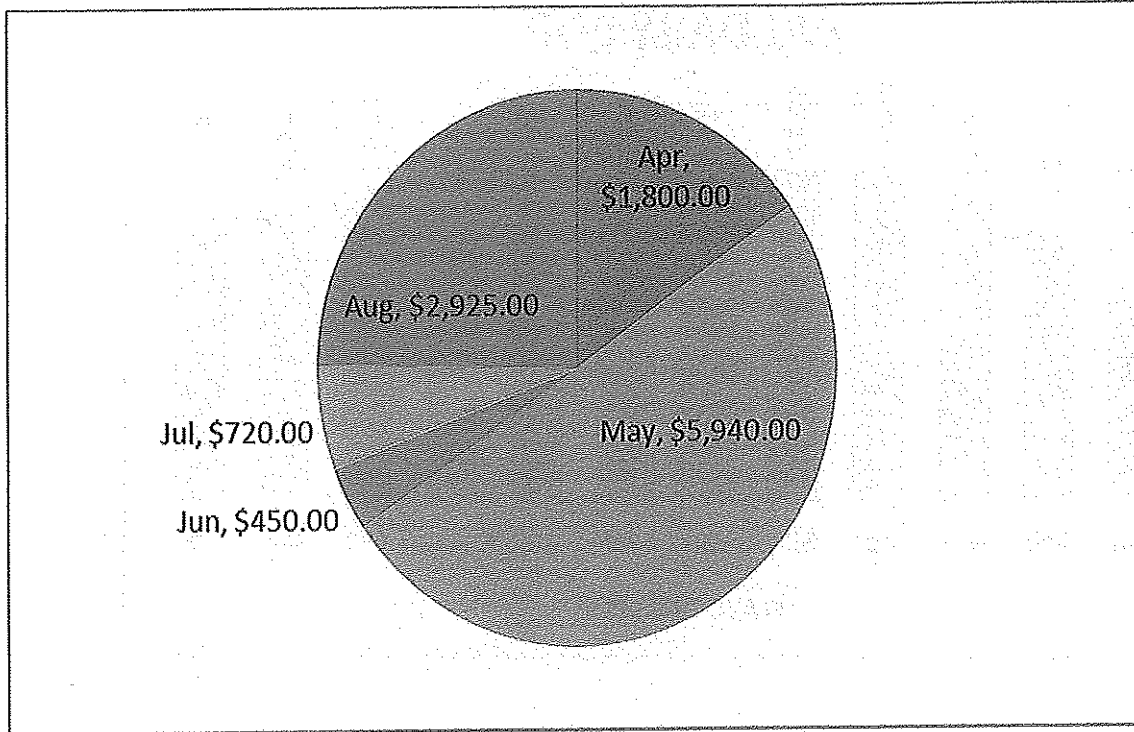
AVG DAILY POP



BANDERA



Bandera Inmate Housing Costs



Community Service Unit



Deputy Kevin Klaerner, Sergeant Neil Quick, Deputy James Lyssy

Sergeant Neil Quick supervises the Community Services Unit, which consists of two School Resource Officers assigned to the Comfort Independent School District. Deputy Kevin Klaerner is assigned to the Comfort High School and works closely with the school administration to increase the safety and security of the students and faculty. Deputy Klaerner also provides safety escorts for the Bobcat varsity football and Deer varsity volleyball teams for various away games that take place outside of Kendall County. Deputy Klaerner is active with the Comfort High School football and track program and volunteers his time to these programs. Deputy James Lyssy is assigned to Comfort Elementary and Comfort Middle School. Deputy Lyssy instructs students in the Drug Abuse Resistance and Education (D.A.R.E.) course at the elementary school. In addition, Deputy Lyssy is responsible for the Kendall County Law Enforcement Explorer Post #1101.

This explorer post consists of nine high school students from Boerne and Champion High School. The Explorer Post competes in Law Enforcement competitions at a regional and state level in 20 areas of law enforcement patrol and investigation techniques. They also provided 150 hours of community service work to Kendall County.

During the summer months Deputy Klaerner and Deputy Lyssy provide foot patrol in the downtown Comfort area and work closely with the business community. Their presence is well received by the community and we plan to expand those patrols in 2015.

In addition to supervising the School Resource Officers, Sergeant Quick is responsible for the Kendall County Crime Stoppers program and organizing the annual National Night Out event. Sergeant Quick is certified through the Texas Crime Prevention Association to conduct commercial and residential security surveys. He also assists with the Citizens Police Academy and serves as the Sheriff's Office Public Information Officer (PIO).



Kendall County Animal Shelter



L to R: Kennel Techs Brandi Kneupper and, Falcia Frausto, Admin. Specialist Brandy Ripley, Sgt. LeAnn Pyles, Animal Control Officers Dino Arellano and Rebecca Moore in front of the newly donated adoption trailer.

Animal control functions in Kendall County are handled by Sergeant Le Ann Pyles, Animal Control Officers Dino Arellano, Rebecca Moore and Jody Dicks. The Kendall County Animal Shelter is staffed by Brandy Ripley, Brandy Kneupper, Heather Behr, and Falcia Frausto.

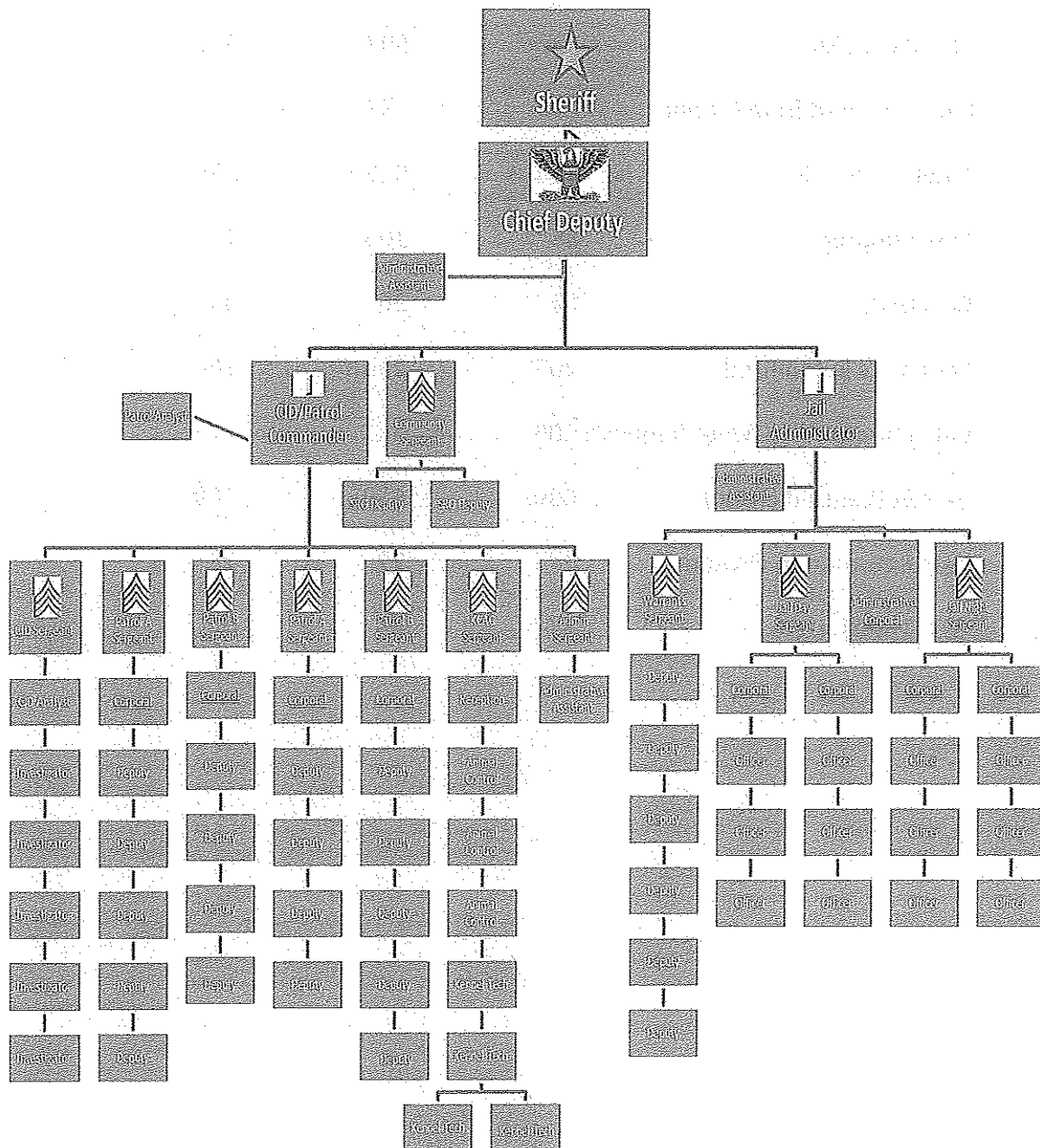
Because of Kendall County's vast rural farm and ranch lands, animal control issues go beyond the usual stray dog or cat. Calls for stray livestock such as cattle, horses, sheep and goats are common and occasionally exotic animals and reptiles are picked-up as well. Wildlife calls are common, the vast majority concerning deer and carcass removal.

The statistics presented below give an indication of the number of animals picked up and held at the Kendall County Animal Shelter. What numbers cannot reflect is the care and concern for the welfare of those animals displayed by our dedicated staff.

	2012	2013	2014
Livestock Calls	310	300	258
Livestock Picked Up	41	11	20
Wildlife Calls	696	1,127	934
Wildlife Picked Up	532	865	720
Dog Calls	665	684	710
Dogs Picked Up	337	341	419
Dogs Accepted from Public	164	183	180
Total Impounded	501	524	599
Dogs Adopted	154	179	230
Dogs DOA	17	20	28
Dogs Euthanized	138	123	110
Dogs Return Owner	143	147	173
Dogs Transferred	35	58	62

	2012	2013	2014
Cat Calls	444	454	340
Cats Picked Up	552	592	518
Cats Accepted from Owner	248	233	347
Total Impounded	800	825	865
Cats Adopted	88	106	141
Cats DOA	25	26	35
Feral Cats Euthanized	205	295	165
Cats Euthanized (Owner Request)	206	161	275
Cats Euthanized (Total)	600	639	598
Cats Returned to Owner	27	22	21
Cats Transferred	41	44	57

Kendall County Sheriff's Office Organization Chart



AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 02-09-15 _____
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Grant application

REQUESTED BY: Al Auxier, Sheriff

PHONE #/EXT: 249-9721 Ext: 128

TIME NEEDED FOR PRESENTATION: 15 Min.

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action to allow the Kendall County Sheriff's Office to apply for a grant to the Office of the Governor Criminal Justice Division through the Alamo Area Council of Governments for Incar Video Systems.

KENDALL COUNTY, TEXAS
GRANT APPLICATION CHECKLIST

Department Requesting Grant: KENDALL COUNTY SHERIFF'S OFFICE

Grantor: OFFICE OF GOVERNOR - CJD

Type of Grant: FEDERAL / STATE

Grant Title: IN-CAR VIDEO SYSTEMS FOR THE KENDALL COUNTY SHERIFF'S OFFICE

Grant Amount: \$ 71,575.00

Grant Submission Deadline: 2-27-15

Grant Start Date: 10-01-15

How the Grant Benefits Kendall County:

BRING UNIFORMITY TO THE EXISTING INCAR SYSTEMS. REPLACE
OLD IN-CAR VIDEO SYSTEMS AND UPDATE TO THE NEW
WATCH GUARD VIDEO SYSTEMS. THIS WILL PROVIDE MUCH
IMPROVED VIDEO QUALITY FOR EVIDENCE IN COURT

Are there any requirements made of the county immediately for long-term, such as matching funds, administrative time, new bank accounts, etc.?

NO

Department Spokesperson

Date

Department Head

Date

The signature of the County Auditor is for review purposes only and is required before this grant application can be presented to the Commissioners Court.

Corinna Speer 2/4/15
County Auditor Date

Date Approved in Commissioners Court

Kendall County Judge

KENDALL COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST

COURT DATE: 2/9/2015 ☒ Open Session ☐ Executive Session

SUBJECT: General Victim Assistance Grant for fiscal yr. 2015-2016

REQUESTED BY: Don Atlee, Kendall County Attorney

PHONE NO. /EXT. 295 TIME FOR PRESENTATION: 2 min.

WORDING OF AGENDA ITEM:

Consideration and action regarding Crime Victim Assistance/
Advocacy Program applying for General Victim Assistance
Grant for fiscal year 2015-2016 through the Office of
the Governor / Criminal Justice Division.

JUSTIFICATION (REASON ITEM SHOULD BE ON AGENDA):

Funding for the Crime Victims Assistance
office is provided by this grant.

KENDALL COUNTY, TEXAS
GRANT APPLICATION CHECKLIST

Department Requesting Grant: Kendall County Attorney

Grantor: COG/CJD Type of Grant: FEDERAL / STATE

Grant Title: Crime Victim Assistance/Adoption Program

Grant Amount: _____ Grant Submission Deadline: 2/27/2015

Grant Start Date: 9/1/2015

How the Grant Benefits Kendall County:

Provides funding for Victim Services.

Are there any requirements made of the county immediately for long-term, such as matching funds, administrative time, new bank accounts, etc.?

20% match

[Signature] 1/21/2015 [Signature] 2/3/15
Department Spokesperson Date Department Head Date

The signature of the County Auditor is for review purposes only and is required before this grant application can be presented to the Commissioners Court.

Courtina Speer 2/3/15
County Auditor Date

Date Approved in Commissioners Court

Kendall County Judge

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 02-09-2015
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Apply to Peterson Foundation for Grant

REQUESTED BY: Jeffery Fincke, EMS Administrator

PHONE #/EXT: 830-249-3721 ext 451 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM:

Consideration and action concerning the application for a grant for technology items for the new EMS facility.

KENDALL COUNTY, TEXAS
GRANT APPLICATION CHECKLIST

Department Requesting Grant: Kendall County EMS & Emergency Management

Grantor: Hal & Charlie Peterson Foundation Type of Grant: FEDERAL / STATE Private

Grant Title: Upgrade Message Board and Improvement to New Facility

Grant Amount: \$35,000 Grant Submission Deadline: June 1, 2015

Grant Start Date: Depending on date awarded.

How the Grant Benefits Kendall County:

This would allow us to upgrade our older message board control unit to the newer style
command center with GPS and the ability to change messages from computer or smart phone.
Monies for possibility of installing some of the technology to the new facility. Projectors,
projector screens, large screen display units in training/EOC room. PA system through out the
facility, sound system in training room.

Are there any requirements made of the county immediately for long-term, such as matching funds,
administrative time, new bank accounts, etc.?

Should not be any costs to county if awarded the grant.

<u>Jeffery Fincke</u>	<u>01/07/2015</u>	<u>Jeffery Fincke</u>	<u>01/07/2015</u>
Department Spokesperson	Date	Department Head	Date

The signature of the County Auditor is for review purposes only and is required before this grant application can be
presented to the Commissioners Court.

Corinna Speer 1/13/15
County Auditor Date

Jeffery Fincke

Digitally signed by Jeffery Fincke
DN: cn=Jeffery Fincke, o=Kendall
County, ou,
email=jfincke@co.kendall.tx.us, c=US
Date: 2015.01.07 14:32:56 -06'00'

Date Approved in Commissioners Court

Kendall County Judge

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda: 02-09-2015
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Regional Mutual Aid Agreement

REQUESTED BY: Jeffery Fincke, EMC

PHONE #/EXT: 830-249-3721 ext 451 TIME NEEDED FOR PRESENTATION: 5 minutes

WORDING OF AGENDA ITEM:

Consideration and action to approve the 2015 AACOG Regional Mutual Aid Agreement replacing the 2003 version.

REGIONAL MUTUAL AID AGREEMENT

State of Texas §
 §
County of Kendall §

This Regional Mutual Aid Agreement (the "Agreement") is entered into by and between local government entities and local organizations wholly or partially within the geographic areas covered by the Alamo Area Council of Governments (the "AACOG Region"), that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (individually, a "Party", and collectively, the "Parties").

WHEREAS, the Parties recognize the vulnerability of the people and communities located in the Region to damage, injury, and loss of life and property resulting from Emergencies and recognize that Emergencies may present equipment and manpower requirements beyond the capacity of each individual Party; and,

WHEREAS, the Parties to this Agreement recognize that in the past Regional Mutual Aid has been provided between or among the Parties in the form of personnel, equipment, and other resources during Emergencies and to help with recovery; and,

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Regional Mutual Aid and protection of life and property in the event of an Emergency; and,

WHEREAS, the Parties wish to make suitable arrangements for furnishing Regional Mutual Aid in coping with Emergencies and are so authorized and make this Agreement pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act), Chapter 418 of the Texas Government Code (Texas Disaster Act of 1975), Chapter 421 of the Texas Government Code (Homeland Security), and Chapter 362 of the Local Government Code; and,

WHEREAS, the Parties recognize that a formal agreement for Regional Mutual Aid would allow for better coordination of effort, provide that adequate equipment is available, and help ensure that Regional Mutual Aid is accomplished in the minimum time possible and desire to enter into this Agreement to provide Regional Mutual Aid consistent with the Regional Mutual Aid plans developed by the respective jurisdictions and approved by the governing bodies of the jurisdictions.

NOW, THEREFORE, the Parties agree as follows:

Terms

1. RECITALS

The recitals set forth above are true and correct.

2. DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meanings:

- a. Agreement – this Regional Mutual Aid Agreement as such may be amended by its own terms.
- b. Emergency – Any incident, whether natural or human-caused, that requires responsive action to protect life and property which is declared by the appropriate agency or government official or employee in accordance with applicable law.
- c. Regional Mutual Aid – a homeland security activity, such as an activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency and also includes personnel, equipment, and other resources.
- d. NIMS – the National Incident Management System.
- e. The Plan – The Threat and Hazard Identification and Risk Assessment (THIRA) adopted by the Board of Directors of Alamo Area Council of Governments as amended. The THIRA outlines the coordinating of emergency management resources during Emergencies involving multiple jurisdictions.
- f. Point of Contact – the individual or individuals authorized by the governing body of each Party to request or respond to a request for Regional Mutual Aid on behalf of the Party. A Party's Emergency Management Director or Chief Executive Officer is always a Point of Contact, in addition to those designated in writing as the Point of Contact.
- g. Regional Emergency Preparedness Advisory Council. The advisory committee created by the Board of Directors of AACOG to assist and advise elected officials in their decision-making responsibilities on matters related to regional homeland security (hereinafter, "REPAC").
- h. Requesting Party – the Party requesting Regional Mutual Aid under this Agreement.

- i. Responding Party – the Party providing Regional Mutual Aid assistance under this Agreement.

3. ADMINISTRATIVE AGENCY

The Parties hereby designate the Alamo Area Council of Governments, (hereinafter, "AACOG") to be the Administrative Agency under this Agreement. AACOG shall be responsible for maintaining and distributing current Point of Contact information to all Parties. AACOG is also responsible for maintaining duplicate or certified copies of the original signature pages of the Parties to this Agreement. AACOG is not a signatory to the Agreement, and is not bound by any provision contained herein that is not directly related to the duties of the Administrative Agency.

4. POINT OF CONTACT DESIGNATION

Each Party shall provide the Administrative Agency with written protocol by which its designated Point of Contact may be contacted twenty-four hours a day, seven days a week. This protocol shall designate, by name or position, the person or persons authorized to request or respond to a request for Regional Mutual Aid on behalf of a Party under this Agreement. Each Party must notify the Administrative Agency in writing of any change in its Point of Contact protocol as soon as practicable.

5. ACTIVATION OF AGREEMENT

This Agreement is activated when a request is made for Regional Mutual Aid assistance. The request shall be documented by the Requesting Party and forwarded to each Party from whom assistance is sought.

6. INITIATION OF REQUEST

A request under this Agreement may be made by a Point of Contact after one of the following occurs:

- a. After a declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code, as amended; or
- b. After a finding of an Emergency as defined in this Agreement.

7. PROCEDURES FOR REQUESTS

Subject to the conditions in this Section, a Point of Contact may request Regional Mutual Aid assistance by: (1) submitting a written request for assistance to a Point of Contact of a Responding Party, or (2) orally communicating a request for Regional Mutual Aid assistance to a Point of Contact of a Responding Party, which shall be followed up by written documentation. In making any such request, each notice must adhere to the following minimum requirements:

- a. The written request shall state that the request is made pursuant to this Agreement.

- b. Regional Mutual Aid shall not be requested by a Party unless it is directly related to an Emergency and resources available from the normal responding agencies to the stricken area within the Region are deemed to be inadequate, or are predicted to be expended prior to the resolution of the Emergency.
- c. All requests for Regional Mutual Aid shall be transmitted by a Point of Contact of the Requesting Party to a Point of Contact of the Responding Party or in accordance with the terms of the Plan.
- d. Each request for assistance shall be accompanied by the following information, to the extent known:
 - i. A general description of the Emergency and the damage or injury sustained or threatened;
 - ii. Identification of the general emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.) and the particular type of assistance needed;
 - iii. The amount and type of personnel, equipment, and other resources needed and a reasonable estimate of the length of time that each will be needed;
 - iv. The location(s) to which the resources are to be dispatched and the specific time by which the resources are needed; and,
 - v. The name and contact information of a representative of the Requesting Party, if available, to meet the personnel and equipment of any Responding Party at each location to which resources are dispatched.

8. THE PROVISION OF REGIONAL MUTUAL AID

Subject to the conditions of this Section, upon request of the Requesting Party, each Party hereto may furnish Regional Mutual Aid in coping with an emergency.

- a. Assessment of Availability of Resources and Ability to Render Assistance.
When contacted by a Requesting Party, a Point of Contact of the Party from whom Regional Mutual Aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance to respond to the request. A Responding Party is not required to provide Regional Mutual Aid assistance unless

the Responding Party determines that the Responding Party has sufficient resources to provide assistance, based on current or anticipated events in its jurisdiction.

b. Information Required of the Responding Party.

A Point of Contact who determines that the Responding Party has available personnel, equipment, and other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

- i. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
- ii. The estimated length of time that the personnel, equipment, and other resources will be available;
- iii. The name of the person or persons to be designated as supervisory personnel; and,
- iv. The estimated time of arrival for provided assistance to arrive at the designated location(s).

c. Supervision and Control.

When providing assistance under the terms of this Agreement, the response effort must be organized and function in accordance with the most current version of the applicable NIMS guidelines. The personnel, equipment, and resources of a Responding Party being used in the response effort will be under the operational control of the Requesting Party. Direct supervision and control of personnel, equipment and resources, as well as personnel accountability, shall remain the responsibility of the designated supervisory personnel of the Responding Party. Emergency Medical Services organizations providing assistance under this Agreement will utilize medical protocols authorized by their medical director. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and, report work progress to the Requesting Party.

d. The Plan.

Each Party hereto agrees that it will provide Regional Mutual Aid assistance under this Agreement in accordance with the Plan.

e. Food, Housing, and Self-Sufficiency.

The Requesting Party shall have the responsibility of providing food and housing for the personnel of the Responding Party from twelve (12) hours after the time of their arrival at the designated location(s) to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency area. The Requesting Party may limit its request for assistance to only self-sufficient personnel and resources in its request for assistance.

f. Rights and Privileges.

Personnel who are assigned, designated or ordered by their Party's governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension and other compensation including injury or death benefits, disability payments, and workers' compensation benefits, for the performance of those duties as though the services had been rendered for the Party employing the personnel. The Responding Party employing the person is responsible for the payment of wages, salary, pension, and other compensation and benefits associated with the performance of duties under this Agreement.

g. License Portability.

If the assistance of a person who holds a license, certificate, permit, or other document evidencing qualification in a professional, mechanical, or other skill is requested by a Party under this Agreement, the person is considered licensed, certified, permitted, or otherwise documented in the Requesting Party's jurisdiction in which the service is provided as long as the service is required, subject to any limitations imposed by the chief executive officer or governing body of the Requesting Party.

h. The Duration of Aid.

The provision of Regional Mutual Aid under this Agreement may continue until the services of the Responding Party are no longer required, or the Responding Party determines that further Regional Mutual Aid should not be provided. Resources of the Responding Party shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

9. COSTS

All costs associated with the provision of Regional Mutual Aid, when such assistance requires a response exceeding 12 consecutive hours, shall be paid by the Responding Party and reimbursed by the Requesting Party at actual cost, to the extent permitted by applicable law. Such costs include but are not limited to: compensation for personnel; operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses.

- a. Requests for reimbursement must be submitted as soon as practicable but no later than sixty days after the return of all personnel deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the Responding Party not being reimbursed for the Regional Mutual Aid provided unless the Requesting Party extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each.
- b. The Responding Party shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Regional Mutual Aid under this Agreement. The record shall be kept for a period of three years from the date the incident is closed.
- c. In the event federal funds are available for costs associated with the provision of Regional Mutual Aid, the Parties agree that the Requesting Party shall make the claim for the eligible costs of the Responding Party on its subgrant application and will disburse the federal share of funds to the Responding Party.
- d. Reimbursement under this Section will be made by the Requesting Party no later than: (1) one-hundred eighty days after receipt of the request for reimbursement; or (2) ninety days after the Requesting Party receives reimbursement from the federal or state government, whichever is sooner.
- e. The Parties recognize that each benefits from the existence of this Agreement and expect that each will provided and receive Regional Mutual Aid over the life of this Agreement. The Responding Party may assume in whole or in part any cost associated with the provision of Regional Mutual Aid or may loan or donate equipment or services to the Requesting Party without charge or cost.
- f. The provision of Regional Mutual Aid will be considered a non-reimbursable if the Responding Party does not request reimbursement within the time specified in this Section.

10. INSURANCE

- a. Workers' Compensation Coverage. Each Party shall be responsible for complying with the Texas Workers' Compensation Act.

- b. Automobile Liability Coverage. Each Party shall be responsible for complying with the Texas motor vehicle financial responsibility laws.
- c. General Liability, Public Officials Liability and Law Enforcement Liability. Each Party agrees to obtain or continue its general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.
- d. Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

11. WAIVER OF CLAIMS AGAINST PARTIES

Each Party hereto waives claims for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or part by the gross negligence of an officer or employee of another Party.

12. EXPENDING FUNDS

- a. Each Responding Party which performs services or furnishes aid pursuant to this Agreement shall do so with appropriated funds from current revenues available to the Responding Party, to the extent permitted by law. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- b. Each Requesting Party which reimburses costs of a Responding Party shall do so with appropriated funds from current revenues available to the Requesting Party, to the extent permitted by law.

13. EMERGENCY ASSISTANCE AND LAW ENFORCEMENT ASSISTANCE

Notwithstanding any other provisions herein, any Party hereto may provide emergency assistance or law enforcement assistance to another Party as provided in Section 791.027 of the Texas Government Code or Section 362.002 of the Texas Local Government Code.

14. TERM

This Agreement shall become effective as to each Party when approved and executed by that Party and shall be binding on each and every Party through December 31 of the year signed. This Agreement shall automatically renew for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 25 of this Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining

Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

15. LIABILITY IN FIRE PROTECTION CONTRACT OR PROVISION OF LAW ENFORCEMENT SERVICES.

To the extent that this Agreement is considered an Agreement under Section 791.006 of the Texas Government Code, the Responding Party under this Agreement is not responsible for any civil liability that arises from the furnishing of services described in Section 791.006.

16. LIABILITY UNDER INTERLOCAL CONTRACT

A Party that furnishes a service related to a homeland security activity, as defined in Chapter 421 of the Texas Government Code, under this Agreement is immune from civil liability for any act or omission resulting in death, damage, or injury while acting under this Agreement if the act or omission was in good faith and in the course and scope of its functions to provide a service related to a homeland security activity. To the extent that any service is not considered to be a homeland security activity, as defined in Chapter 421 of the Texas Government Code, the Requesting Party assumes all risk of and responsibility for any claims against the Responding Party that arise out of the Responding Party's furnishing of Regional Mutual Aid under this Agreement, so long as, the act or omission was in good faith and in the course and scope of its functions to provide Regional Mutual Aid under this Agreement.

17. ENTIRETY

This Agreement contains all commitments and agreements of the Parties regarding Regional Mutual Aid to be rendered during or in connection with an Emergency. All previously entered into Regional Mutual Aid Agreements are superseded by this Agreement. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Notwithstanding the preceding sentence, it is understood and agreed that certain signatory Parties may have heretofore contracted or hereafter contract with each other for Regional Mutual Aid in Emergencies or the provision of other government services and functions, and it is agreed that this Agreement shall be subordinate to any such individual agreement.

18. OTHER REGIONAL MUTUAL AID AGREEMENTS

To assist each other in the process of Regional Mutual Aid response planning, each Party shall inform the Administrative Agency of all Regional Mutual Aid Agreements, memorandums of agreement or understanding, or contracts that each Party has with other municipalities, entities, counties, and state or federal agencies and furnish copies of said Regional Mutual Aid Agreements, memorandums of agreement or understanding, or contracts to the Administrative Agency, preferably in electronic format, if and when feasible and/or permissible.

19. RATIFICATION

Each Party hereby ratifies the rendering and/or receiving of Regional Mutual Aid taken prior to the date of this Agreement.

20. INTERLOCAL COOPERATION ACT

The Parties agree that Regional Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as those terms are defined in the Interlocal Cooperation Act Chapter 791, Texas Government Code..

21. CONFIDENTIALITY

The Parties recognize that the provision of Regional Mutual Aid under this Agreement may result in the transfer of confidential medical information between them. The Parties shall guard the confidentiality of such information as required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Texas Medical Practice Act, and other state privacy laws pertaining to the confidentiality of medical records.

22. SEVERABILITY

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

23. VALIDITY AND ENFORCEABILITY

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

24. AMENDMENT

The Parties agree that this Agreement may be reviewed by the REPAC as required by applicable law. The Parties further agree that the Agreement may be amended by the REPAC. At least sixty calendar days (60 days) before any REPAC meeting at which an amendment or amendments to this Agreement will be considered and voted upon, the Administrative Agency shall send out notice to each Party to this Agreement informing them of the proposed amendment(s). This notice shall include the language of the amendment(s), and a list of current REPAC members and officers and the jurisdictions they represent. Each Party may direct any comments or concerns about said amendment(s) to their respective REPAC representative(s) prior to said meeting. Upon approval of said amendment(s) by the REPAC, the amendment(s) become(s) part of the Agreement and the Administrative Agency shall forward an amended copy of the Agreement to the Point(s) of Contact of the Parties to the Agreement.

25. TERMINATION

The governing body of a Party which is a signatory hereto, shall, by order, ordinance, or resolution, give notice of termination of participation in this Agreement and submit a

certified copy of such order, ordinance, or resolution to the Administrative Agency. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto. Upon receipt of said notice to terminate participation in the Agreement, the Administrative Agency shall notify the remaining Parties to the Agreement in writing within ten days.

26. THIRD PARTIES

This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

27. NOTICES

Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Point of Contact, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile transmission.

28. WARRANTY

The Agreement has been officially authorized by the governing or controlling body of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants and guarantees that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

29. IMMUNITY RETAINED

The Parties to this Agreement do not waive or relinquish any immunity or defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

30. GOVERNING LAW AND VENUE

The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

31. PARTY ELIGIBILITY

Any local government as that term is defined in Chapter 418 of the Texas Government Code may be a Party to this Agreement, provided that no Party is an agency, department or entity of the same town, county or State government.

32. FORMS

The Administrative Agency may prepare and provide forms designated for the purposes of this Agreement to be used by the Parties.

33. HEADINGS The headings at the beginning of the various provisions of this Agreement have been included only to more quickly locate the subject covered by each provision and are not to be used in construing this Agreement.

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REGIONAL MUTUAL AID AUTHORIZING RESOLUTION

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

Kendall County, Texas:

NAME: Darrel L. Lux

Date _____

Signature: _____

County Judge, Kendall County

Attest: _____

Received by:

NAME: Diane Rath

Executive Director

Alamo Area Council of Governments

Date _____

Signature: _____

Please Complete Contact Information

Primary: Dispatch # 830 2498645 (they can contact 24/7 either person)

Contact Name: Jeffery Fincke, EMC

Office Number: 830 249-3721 **24 Hour Contact No.** 210 415-7046

E-mail address: jfincke@co.kendall.tx.us

Alternate:

Contact Name: Danny Morales

Office Number: 830 249-3721 **24 Hour Contact No.** 210 418-1417

E-mail address: dmorales275@gmail.com

KENDALL COUNTY COMMISSIONERS COURT AGENDA ITEM REQUEST

COURT DATE: February 9, 2015 ☒ Open Session Executive Session

SUBJECT: Assignment of office locations and furniture purchase and/or transfer.

REQUESTED BY: Darrel Lux, County Judge

PHONE NO. /EXT. 213 **TIME FOR PRESENTATION:** 5 min.

WORDING OF AGENDA ITEM:

Consideration and action concerning assignment of office locations and approval of purchase and/or transfer of office furniture.

JUSTIFICATION (REASON ITEM SHOULD BE ON AGENDA):

Due to addition of personnel to some departments and pending employment of personnel for newly approved positions, it is necessary to assign office locations for affected personnel. In addition, some offices will require the purchase of new furniture and/or the transfer of furniture from one department/location to another department/location.

AGENDA ITEM REQUEST

KENDALL COUNTY COMMISSIONERS COURT

COURT DATE:

- ☒ Regular Agenda : 02.09.15
☐ Supplemental Agenda: _____
☐ Special Agenda: _____
☐ Executive Session: _____

SUBJECT: Personnel

REQUESTED BY: Commissioner Richard Elkins
(Please print your name and title)

PHONE #/EXT: 315 TIME NEEDED FOR PRESENTATION: _____

WORDING OF AGENDA ITEM (Please write it the way you think it should appear) :

Consideration and action on the hiring
of the IT Specialist.