



**MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
February 3, 2026**

**HAL BALDWIN MUNICIPAL COMPLEX COUNCIL CHAMBERS
1400 SCHERTZ PARKWAY BUILDING #4
SCHERTZ, TEXAS 78154**

**CITY OF SCHERTZ CORE VALUES
Do the right thing
Do the best you can
Treat others the way you want to be treated
Work cooperatively as a team**

**AGENDA
TUESDAY, FEBRUARY 3, 2026 at 6:00 p.m.**

Call to Order

**Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas.
(Councilmember Macaluso)**

Special Announcement

- **Hal Baldwin Scholarship** - Students attending for the Hal Baldwin Scholarship need to sign in on the sheet located on the back podium. If you are watching remotely, please email Sarah Gonzalez at sgonzalez@schertz.com to virtually sign in. Please direct any questions to Ms. Gonzalez.

Proclamations

United Acts of Kindness Day - February 13, 2026 (Councilmember Heyward)

Employee Introductions

- **Public Works Drainage:** Richard Medelez-Drainage Worker
- **Public Works Water:** Romeo Pena-Water/Wastewater Operator Trainee; Dylan Allen-Water/Wastewater Operator Trainee; Chandler Layer-Water/Wastewater Operator Trainee; Brad Olivarri- Water/Wastewater Operator Trainee; Daniel Rodriguez-Water/Wastewater Operator Trainee

- **Neighborhood Services:** Ruben Lara-Sanitarian

City Events and Announcements

- Announcements of upcoming City Events (B.James/S.Gonzalez)
- Announcements and recognitions by the City Manager (S.Williams)
- Announcements and recognitions by the Mayor (R.Rodriguez)

Hearing of Residents

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.

All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.

All handouts and/or USB devices must be submitted to the City Secretary no later than noon on the Monday preceding the meeting. Handouts will be provided to each Councilmember prior to the start of the meeting by the City Secretary. All USB devices will be vetted by City IT staff to ensure City property is protected from malware.

Discussion by the Council of any item not on the agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to an inquiry, and/or a proposal to place the item on a future agenda. The presiding officer, during the Hearing of Residents portion of the agenda, will call on those persons who have signed up to speak in the order they have registered.

Consent Agenda Items

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Councilmember.

1. **Minutes** - Approval of the minutes from the Regular Council Meeting on January 20, 2026 (S.Edmondson/S.Courney/I.Chavez)
2. **Resolution 26-R-001** - Adopting the City's Investment Policy (S.Gonzalez/J.Walters)
3. **Resolution 26-R-013** - Authorizing the Schertz Police Department to Apply for the FY 2027 Criminal Justice Grant Program (J.Lowery/P.Waller)
4. **Resolution 26-R-014** - Patrick Leahy Bulletproof Vest Partnership Award Acceptance (J.Lowery/P.Waller)

5. **Resolution 26-R-018** - Authorizing a letter of support for the TxDOT project to construct a grade-separated crossing of FM 3009 over the railroad tracks and FM 78 in the City of Schertz (B.James/K.Woodlee)
6. **Resolution 26-R-019** - Authorizing bad debt revenue adjustments (S.Gonzalez/J.Walters)

Discussion and Action Items

7. **Resolution 26-R-010** - Authorizing a service and maintenance agreement with Honeywell for Public Safety station-alerting services (B.James/D.Hardin/J.Bluebird)
8. **Discuss Action Plan for ICSC 2026 in Las Vegas** (S.Williams/S.Wayman)

Public Hearings

9. **Ordinance 26-M-002** - Conduct a public hearing to consider amending Chapter 90 Article V. Water and Wastewater Capital Recovery Fees, Section 90-142 Definitions, Capital Improvement Advisory Committee (CIAC) definition. (B.James/K.Woodlee)

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Requests and Announcements

- Requests by Mayor and Councilmembers for updates or information from Staff
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
- City and Community Events attended and to be attended (Council)

Adjournment

CERTIFICATION

I, SHEREE COURNEY, DEPUTY CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 28TH DAY OF JANUARY 2026 AT 5:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEREE COURNEY

I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON _____ DAY OF _____, 2026.

TITLE: _____

This facility is accessible in accordance with the Americans with Disabilities Act. Handicapped parking spaces are available. If you require special assistance or have a request for sign interpretative services or other services, please call 210-619-1030.

The City Council for the City of Schertz reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act.

Closed Sessions Authorized: This agenda has been reviewed and approved by the City’s legal counsel and the presence of any subject in any Closed Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

<p>Mayor Rodriguez Member Audit Committee Investment Advisory Committee Main Street Committee TIRZ II Board Liaison Board of Adjustments Senior Center Advisory Board-Alternate</p>	<p>Councilmember Davis– Place 1 Member Interview Committee Main Street Committee - Chair TIRZ II Board Liaison Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Board</p>
<p>Councilmember Watson – Place 2 Member Audit Committee Liaison Library Advisory Board Senior Center Advisory Board Schertz-Seguin Local Government Corporation (SSLGC) -Ex-Officio</p>	<p>Councilmember Macaluso – Place 3 Member Interview Committee Hal Baldwin Scholarship Committee TIRZ II Board</p>
<p>Councilmember Guerrero – Place 4 Member Hal Baldwin Scholarship Committee Investment Advisory Committee Liaison Schertz Historical Preservation Committee</p>	<p>Councilmember Westbrook – Place 5 Liaison Schertz-Seguin Local Government Corporation (SSLGC) Planning and Zoning Commission Schertz Historical Preservation Committee Cibolo Valley Local Government Corporation (CVLGC)-Alternate</p>

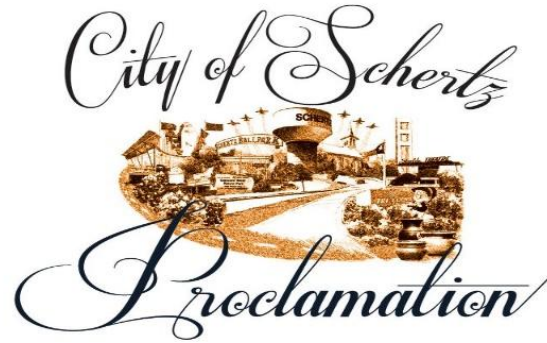
<p>Councilmember Heyward – Place 6 Member Animal Services Advisory Committee Audit Committee Interview Committee-Chair Investment Advisory Committee Main Street Committee</p> <p>Liaison Building and Standards Commission Economic Development Corporation - Alternate Senior Center Advisory Board</p>	<p>Councilmember – Place 7</p>
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CITY COUNCIL MEMORANDUM

City Council Meeting: February 03, 2026
Department: City Secretary
Subject: United Acts of Kindness Day - February 13, 2026
(Councilmember Heyward)

Attachments

United Acts of Kindness Day



United Acts of Kindness Day

February 13, 2026

WHEREAS, Random Acts of Kindness Day is recognized on February 13th as an annual tradition of performing acts of kindness; and

WHEREAS, millions of Americans focus together to change the world, one random act of kindness at a time; and

WHEREAS, First United is seeking to complete 1,000,000 acts of kindness in one day through the help and generosity of residents, community leaders, churches, nonprofits, and businesses in the Schertz community; and

WHEREAS, United Acts of Kindness Day will inspire people in our community to come together to spread joy, hope, and love to friends, family, co-workers, and neighbors of Schertz; and

WHEREAS, United Acts of Kindness Day positively impacts lives by extending love and allows us to be more kind.

NOW, THEREFORE, I, Ralph Rodriguez, Mayor of the City of Schertz,
do hereby proclaim February 13, 2026, as

UNITED ACTS OF KINDNESS DAY.

IN WITNESS WHEREOF, I hereunto
set my hand and caused the seal of
Schertz to be affixed this 3rd day of
February 2026.

Ralph Rodriguez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: February 03, 2026
Department: City Secretary
Subject: Minutes - Approval of the minutes from the Regular Council Meeting on January 20, 2026 (S.Edmondson/S.Courney/I.Chavez)

Attachments

Draft Minutes 01-20-2026

DRAFT

MINUTES REGULAR MEETING January 20, 2026

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on January 20, 2026, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Rodriguez; Mayor Pro Tem Mark Davis; Councilmember Michelle Watson; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Allison Heyward

Staff present: City Manager Steve Williams; City Attorney Daniel Santee; Deputy City Manager Brian James; Assistant City Manager Sarah Gonzalez; Deputy City Secretary Sheree Courney; Assistant City Secretary Irene Chavez

Call to Order

Mayor Rodriguez called the meeting to order at 6:00 p.m.

Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas. (Mayor Pro Tem Davis)

Mayor Pro Tem Davis provided the opening prayer and led the Pledges of Allegiance to the Flags of the United States and the State of Texas.

Proclamations

- **School Board Recognition Month-January 2026 (Councilmember Westbrook)**

Councilmember Robert Westbrook presented the School Board Recognition Month Proclamation to the school board trustees of East Central Independent, Judson Independent, Randolph Field Independent, Founders Academy and Schertz-Cibolo-Universal City Independent School Districts.

City Events and Announcements

- **Announcements of upcoming City Events (B.James/S.Gonzalez)**

Assistant City Manager Sarah Gonzalez provided the announcement of upcoming city events.

- **Announcements and recognitions by the City Manager (S.Williams)**

City Manager Steve Williams recognized Chandler Layer from the Wastewater Department, who competed in the 2026 Equipment Roadeo hosted by the American Public Works Association and earned 1st place. He also recognized Heather Davis from

the Police Department, who received the Communication Award and was recognized by the Guadalupe County Children's Advocacy Center for perfect attendance.

- Announcements and recognitions by the Mayor (R.Rodriguez)

Mayor Ralph Rodriguez provided no announcements or recognitions.

Hearing of Residents

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.

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Mayor Pro Tem Mark Davis recognized the following residents:

- **Billie Langhus**, 2489 Jane Addams Drive, Schertz, expressed her concern regarding the continued service of Councilmember Allison Heyward on the dais following resignation to run.
- **D.J. Thompson**, 3325 Charleston Lane, Schertz, presented a petition to professionally survey the city prior to allowing any other developers to continue expanding the city.
- **Clayton Ckudre**, 1001 White Wing, Schertz, expressed concerns about a company hired by the City which has damaged the landscaping and irrigation system on his property.
- **Debbie Perroni**, 1236 Dove Meadows, Schertz, expressed concerns about a company working in her neighborhood which has damaged the landscaping and the road. She requested a work schedule.
- **John Carbon**, 3541 Woodlawn Farms, Schertz, presented himself as a candidate for Council Place 7.
- **Claire Layton**, 12231 Lost Meadows Dr, Schertz, expressed her hope for the approval of a meeting regarding Agenda Item #7. She extended kudos to the Engineering Department for the updates and work on Main Street and expressed her appreciation for the published information concerning the Council Meeting Agendas.

Consent Agenda Items

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Councilmember.

1. **Minutes** - Approval of the minutes from the Special Council Meeting on December 30, 2025, and the Regular Council Meeting on January 6, 2026 (S.Edmondson/S.Courney/I.Chavez)
2. **Appointments:** Appoint Mayor Ralph Rodriguez to the following:
 Member:
 - Audit Committee
 - Investment Advisory Committee
 - Main Street Committee
 - TIRZ II Board
 Liaison:
 - Board of Adjustments
 - Senior Center Advisory Board-Alternate
3. **Resolution 26-R-012** - Authorizing the 11th and 12th amendments to the Interlocal Agreement with the Alamo Area Council of Governments (AACOG) to provide funding for transit services in the City of Schertz. (B.James/L.Wood/W.Willingham)
4. **Resolution 26-R-016** - Authorizing participation in the Guadalupe County Master Drainage Plan under the Texas Water Development Board Flood Infrastructure Fund program (B.James/K.Woodlee/T.Harris)
5. **Resolution 26-R-009** - Authorizing a service agreement with On Duty Health for comprehensive fire department physical evaluations (S.Williams/G.Rodgers)

Mayor Rodriguez asked if any items needed to be removed for separate action.
 No items were removed.

Mayor Rodriguez asked for a motion to approve the Consent Agenda Items #1-5.

Moved by Mayor Pro Tem Mark Davis, seconded by Councilmember Michelle Watson

AYE: Mayor Pro Tem Mark Davis, Councilmember Michelle Watson,
 Councilmember Paul Macaluso, Councilmember Ben Guerrero,
 Councilmember Robert Westbrook, Councilmember Allison Heyward

Passed

Discussion and Action Items

6. **Resolution 26-R-011** Order Special Election for Council Place 6 (Mayor/S.Courney)

Mayor Rodriguez recognized Deputy City Secretary Sheree Courney, who presented Resolution 26-R-11 Order Special Election for Council Place 6. Ms. Courney provided the background requiring the Special Election and important dates associated with it.

Mayor Rodriguez opened the floor for discussion.

No discussion occurred.

Mayor Rodriguez asked for a motion to approve Resolution 26-R-11.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michelle Watson

AYE: Mayor Pro Tem Mark Davis, Councilmember Michelle Watson,
Councilmember Paul Macaluso, Councilmember Ben Guerrero,
Councilmember Robert Westbrook, Councilmember Allison Heyward

Passed

Workshop

7. Workshop on draft code amendments related to regulating land uses in conformance with the JLUS per the recent special election (S.Williams/B.James)

Mayor Rodriguez recognized Deputy City Manager Brian James, who presented a draft overlay framework aligned with the Joint Land Use Study, focusing on lighting, building height, noise, and limited density standards to protect the military mission while minimizing impacts to property owners. Council feedback was requested to determine next steps for refinement and public engagement. He explained that the main commitment is to improve communication and engagement to ensure impacted property owners are informed and have meaningful opportunities to provide input before the process moves forward.

After a brief discussion, Council agreed on proceeding with coordinated outreach through the Planning and Zoning Commission and affected residents to refine the proposed approach.

8. Workshop on disposition of city-owned property at 1298 Borgfeld Rd (former Animal Adoption Center) (B.James/D.Hardin)

Mayor Rodriguez recognized Internal Services Director Dawniecia Hardin, who presented a map delineating the subject property. She explained that the City has no future use for the property and presented a recommendation to proceed with a potential sale at fair market value, to be established through a new appraisal and a competitive process.

After brief discussion, Council agreed on getting the property appraised, and staff is expected to return with a final selling price for Council consideration.

Mayor Rodriguez recessed to closed session at 6:58 p.m.

Closed Session

9. The City Council will convene in closed session pursuant to Texas Government Code Section 551.071 to consult with its legal counsel regarding the legal options and process available for possible economic development incentive programs for small businesses.

Following deliberation in closed session, the City Council will reconvene in open session to deliberate and take action to provide direction to staff and legal counsel on any options that the City Council desires to consider at a future meeting related to the matter discussed in closed session.

Reconvene into Regular Session

Mayor Rodriguez reconvened Regular Session at 7:33 p.m.

10. Take any action based on discussion held in Closed Session under Agenda Item # 9.

No action was taken.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

11. Monthly Update - Major Projects in Progress/CIP (B.James/K.Woodlee)

Requests and Announcements

- Requests by Mayor and Councilmembers for updates or information from Staff

No request by Mayor or Councilmembers for updates or information from Staff.

- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda

No request request by Mayor or Councilmembers that need items or presentations be placed on a future City Council agenda.

- City and Community Events attended and to be attended (Council)

Councilmember Paul Macaluso attended to two 4th of July meetings.

Councilmember Ben Guerrero attended the Dave's Hot Chicken ribbon cutting.

Councilmember Robert Westbrook spoke to the Chamber Leadership CORE class, attended the opening ceremony for the 5K Polar Bear Plunge, the Dave's Hot Chicken ribbon cutting and the SSLGC meeting.

Councilmember Allison Heyward attended the Northeast Partnership luncheon and the Dave's Hot Chicken ribbon cutting.

Mayor Ralph Rodriguez attended the Northeast Partnership luncheon, the Dave's Hot Chicken ribbon cutting, and a private ceremony at John A. Sippel Elementary School.

Adjournment

Mayor Rodriguez adjourned the meeting at 7:36 p.m.

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 03, 2026
Department: Finance
Subject: Resolution 26-R-001 - Adopting the City's Investment Policy (S.Gonzalez/J.Walters)

BACKGROUND

On January 6, 2026, staff brought forward 2 resolutions both titled 26-R-003. One for a Main Street Grant and one to Adopt the Investment Policy. Upon review, it was recommended to repeal both of those resolutions and approve them under different resolution numbers. This item tonight is identical to the January 6, 2026 version and Staff is requesting council approve Resolution 26-R-001 which will repeal the 26-R-003 Adopting the Investment policy and re-adopt the investment policy for 2026.

The Investment Policy of the City of Schertz outlines the processes the City uses to determine and set its investment strategy. Much of the policy is outlined by Section 2256 of the Texas Government Code, called the Public Funds Investment Act (PFIA), which ensures public entities make safe choices as to how they invest.

The top priority regarding investable public funds in both the Act and in the City Policy is the safety of the funds invested. This means low risk investments that can be easily withdrawn in the event the City needs funding. The City of Schertz Investment Policy requires an annual reaffirmation by City Council. These renewals will start coming in January each year and be for the rest of that calendar year. The Investment Advisory Committee would meet in December to review the plan and any proposed changes.

Due to the election run-offs delaying the assignments of council to the Investment Advisory Committee, the Committee was unable to hold its meeting in December 2025. However, staff must still meet the States requirement of an annual adoption of the policy.

To satisfy both requirements, staff proposes Council adopt the existing policy at this meeting with no changes to meet the state's requirements. Once the election and council assignments are completed, staff will hold the committee meeting to review the policy for changes. If any changes are recommended, an amended policy will be brought back before council for consideration.

Attachments

Resolution 26-R-001

RESOLUTION NO. 26-R-001

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING THE CITY OF SCHERTZ INVESTMENT POLICY AND STRATEGY.

WHEREAS, Section 2256 of the Texas Government Code, also known as the Public Funds Investment Act (PFIA), requires City Councils to approve the City's Investment Policy annually, and

WHEREAS, on January 6, 2026, the City Council of the City of Schertz approved Resolution 26-R-003 Adopting the City's Investment Policy, and

WHEREAS, the designation of Resolution 26-R-003 was also used on Resolution 26-R-003 Approving a Schertz Main Street Local Flavor Economic Development Grant for 533 Main, and

WHEREAS, the resolutions 26-R-003 need to be repealed and replaced for transparency, and

WHEREAS, the City has created an Investment Committee to review the performance of the investment portfolio and ensure it follows policy, and to make recommendations to Council for updates to the policy.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby adopts the City of Schertz Investment Policy and is repealing any and all prior changes and amendments to Investment Policy attached as Exhibit A.

Section 2. Resolution 26-R-003 Adopting the City's Investment Policy is repealed and replaced with Resolution 26-R-001 Approving the City's Investment Policy.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this ____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

EXHIBIT A

CITY OF SCHERTZ, TEXAS INVESTMENT POLICY AND STRATEGY

**CITY OF SCHERTZ, TEXAS
INVESTMENT POLICY**

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I. INVESTMENT SCOPE

General Statement

This policy (this “Policy”) serves to satisfy the statutory requirement of the Public Funds Investment Act, as amended, Texas Government Code Chapter 2256, as amended (the “Act”), to define and adopt a formal written investment policy for the City of Schertz, Texas (the “City”). The City shall be authorized to invest its funds pursuant to the provisions of the Act and this Policy or, upon obtaining the prior approval of the City Council of the City (the “City Council”), any other applicable law.

Funds Included

This Policy applies to all City funds under the direct control of the City, at the present time any funds to be received in the future and any other funds held in custody by the City, unless expressly prohibited by law or unless it is in contravention of any depository contract between the City and any depository bank.

The City funds that are entrusted to the City Council for investment pursuant to this Policy are divided into the following portfolios based on the source of funds:

The operating account portfolio that consists of funds from the general fund and all other miscellaneous funds.

The agency funds portfolio, which consists of all agency funds.

Special Revenue, Special Assessment, and all other City funds.

Funds Excluded

This Policy shall not be applicable to any funds on deposit in any bond account, reserve account, or capital improvement construction account. The provisions of the ordinances authorizing the issuance of these debt obligations and the provisions of the Internal Revenue Code of 1986, as amended control the investment of funds on deposit in these accounts.

II. INVESTMENT OBJECTIVES

General Statement

Funds of the City will be invested in accordance with the Act, this Policy, written investment strategy, and written administrative procedures to be developed by the City Manager, Finance Director, and Investment Officers. The City's investment portfolio shall be managed in a manner to attain the maximum rate of return allowed through prudent and legal investing of City funds while preserving and protecting capital in the overall portfolio.

Safety

The primary objective of the City for all portfolios and funds is to ensure the safety of the principal. All investment transactions shall first seek to avoid capital losses by choosing high credit quality securities. The Investment Officers will monitor credit rating changes on a monthly basis and will immediately liquidate any investment that fails to meet the credit quality required by the Public Funds Investment Act.

Liquidity

The City's investment portfolio must be structured in a manner that will provide the liquidity necessary to meet all operating requirements which might reasonably be anticipated, and to pay obligations as they become due.

Diversification

The policy of the City, except when investing with the City's depository bank or in U.S. Treasury Bills, Bonds or Notes, will be to diversify its investment portfolio when investing in certificates of deposit of other banks and savings and loans domiciled in Texas, repurchase agreements, U.S. agencies securities, and other investment instruments provided for by law. The City's portfolio shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the City shall always be selected to provide stability of income and reasonable liquidity. Liquidity is defined as the ability to sell an investment at reasonable cost under adverse market conditions.

In establishing specific diversification strategies, the following general policies and constraints shall apply:

- (1) Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide for stability of income and reasonable liquidity.
- (2) Liquidity shall be maintained through practices that ensure that the next disbursement date and payroll date are covered through current revenues, maturing investments, or marketable securities.
- (3) Risks of market price volatility shall be controlled through maturity diversification.

Yield

It is the objective of the City to earn the maximum rate of return allowed on its investments within the constraints imposed by its safety and liquidity objectives, and the applicable law governing the investment of public funds.

The City must invest its portfolios in eligible investments that yield the highest possible rate of return while providing the necessary protection of the principal. The City seeks to optimize return on investments in all portfolios. The average minimum rate of return for the entire portfolio, excluding funds needed for current obligations, must be at least equal to a no default risk rate of return indicator, such as the return on the three-month Treasury bill. If funds are subject to yield restrictions due to federal arbitrage regulations, those funds are excluded from the yield calculation.

All security transactions will be made on documented competitive bid basis to assure the City is receiving good market rates. When issued US agency securities should be compared to other securities available in the secondary market to determine competitiveness.

Public Trust

It will be the objective of the City to act responsibly as custodians of the public trust.

Portfolio Management

Under this Policy all investments will be made with the intent of pursuing, at the time of purchase, the best rate of return on securities held until maturity, and not with the intent of speculative trading. However, securities may be sold before maturity if market conditions present an opportunity for the City to benefit from this transaction.

Investment Strategy

The City maintains one commingled portfolio for investment purposes which incorporates the specific use and the unique characteristics of the funds in the portfolio. The investment strategy has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity provided. The City shall pursue conservative portfolio management strategy. This may be accomplished by creating a laddered maturity structure with some extension for yield enhancement. The maximum maturity of any security will be five years and the maximum dollar weighted average maturity of one year or less will be calculated using the stated final maturity date of each security.

The investment strategy for debt service shall have as its primary objective the timely payment of debt service obligations. Successive debt service dates will be fully funded before any investment extensions are made.

III. INVESTMENT RESPONSIBILITY AND CONTROL

City's Investment Officers

In accordance with Section 2256.005 of the Act, the Investment Officers for the City include the City Manager and the Finance Director.. The Finance Director is the primary manager of City investment portfolios, and shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this Policy, including the following:

- (1) Summarizing the economic and market analysis;
- (2) Forecasting available cash for investments;
- (3) Formulating strategies for asset mix, investment instruments, maturities, and target yields;
- (4) Monitoring performance against the current investment strategy and evaluating reasons for variances;
- (5) Reporting portfolios performance for the previous quarter to the City Council; and

- (6) Revising the investment strategy based on recommendations by the Investment Advisory Committee.

The City Manager and the Investment Officers must file a statement with the City Council and the Texas Ethics Commission of any personal business relationship that they may have with a business organization as defined in the Act offering to engage in an investment transaction with the City. A personal business relationship is defined by Section 2256.005 of the Act to exist if

- (1) The Investment officer owns 10% or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- (2) Funds received by the investment officer from the business organization exceed 10% of the investment officer's gross income for the previous year or;
- (3) The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.
- (4) The City Manager and Investment Officers must file a statement with the City Council and Texas Ethics to disclose any personal business relationships within two levels of blood or marriage with an organization seeking to sell an investment to the City.

Selecting and Processing Investments

The Investment Officers review the composition of the current portfolio and determines whether the securities under consideration maintain the portfolio within the guidelines established by this Policy, subchapter A of the Act, and all federal, state, and local statutes, rules or regulations. The Investment Officers approve the wire transfer form authorizing the transfer of funds for a specific investment transaction.

Documenting Investments and Providing Details

The City Manager, Finance Director, and Investment Officers retain documentation of all investment transactions, including any bond swaps. The City Manager, Finance Director, and Investment Officers provide information and supporting documentation for all investment transactions for entry in the General Ledger. The City Manager, Finance Director, and Investment Officers will utilize information and back-up documentation on all investment transactions to ensure accurate calculation of cash position and accurate posting to appropriate accounts.

New Investment accounts can only be established by signatures from all Investment Officers not on probation. Changes in the account authorization or banking information may only be updated with signatures from all active Investment Officers. Investment transactions cannot be initiated and recorded by the same Investment Officer.

Developing Cash Flow Projections for All Portfolios

The City Manager, Finance Director, and Investment Officers analyze prior period data and develop and amend cash flow projections of the City's cash requirements. The cash flow projections to match assets and liabilities in order to maximize the return on investments. All funds that can be legally

invested and match the available balance identified in the cash flow projections are considered available for investment.

Monitoring Investment Performance

The City Manager, Finance Director, and Investment Officers must routinely perform market and economic analysis to forecast probable market conditions for the investment period by assembling and analyzing current and trend data to develop and plan investment strategy. This analysis uses information obtained from investment advisors, brokers, and investment industry publications.

The City Manager, Finance Director, and Investment Officers monitor the current and expected yield curves for interest rate movements. When interest rates are expected to decline, maturity ranges are extended within portfolio and the constraints of this Policy. When interest rates are expected to increase, maturity ranges are shortened. The City Manager, Finance Director, and Investment Officers monitor yield spreads between various government agency issues and United States notes and bonds to determine the best value. The City Manager, Finance Director, and Investment Officers summarize economic and market trend information and present recommendations for investments strategy based on economic and market conditions to the City Council and the Investment Advisory Committee.

Reconciling Investment Records and General Ledger

The City Manager, Finance Director, and Investment Officers prepare a monthly report that includes information such as identifying investments at par value, identifying CUSIP number, disclosing the premium or discount, and the interest purchased for the City's investments. The report includes monthly and year-to-date interest accruals and amortization/accretion of premium/discount. This report should reconcile to the investment accounts in the General Ledger.

Allocating Interest Revenue

The City Manager, Finance Director, and Investment Officers allocate the interest revenue earned from investments proportionately to all accounts that participate in the investment function.

Providing Revenue Estimates for All Portfolios

The City Manager, Finance Director, and Investment Officers provide an estimate of the investment revenue for the annual budget.

Prudence

Investments of the City shall be made with judgment and the exercise of due care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital, as well as the probable income to be derived for the City. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the City.

Liability of City Manager, Finance Director, and Investment Officers

The City Manager, Finance Director, and Investment Officers are not responsible for any loss of the City funds through the failure or negligence of a depository bank or other financial or investment institution as described in Article VI of this Policy.

IV. INVESTMENT REPORTING

Monthly Report

The City Manager, Finance Director, and Investment Officers will continually monitor and evaluate the City's investments, and report monthly to the City Council as provided in Section 2256.023 of the Act. The report must:

- (1) describe in detail the investment position of the City on the date of the report;
- (2) be prepared jointly by all investment officers of the City;
- (3) be signed by each investment officer of the City;
- (4) contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:
 - (a) beginning market value for the reporting period;
 - (b) additions and changes to the market value during the period;
 - (c) ending market value for the period; and
 - (d) fully accrued interest for the reporting period;
- (5) state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the City for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the City as it relates to:
 - (a) the investment strategy expressed in the City's investment policy; and
 - (b) relevant provisions of the Act.

The report shall be presented not less than quarterly to the City Council and the City Manager of the City within a reasonable time after the end of the period.

If the City invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

Investment Advisory Committee

An Investment Advisory Committee composed of the City Manager (as Chair), the Deputy City Manager, the Assistant City Manager, the Executive Director of Economic Development, the Finance Director, the Assistant Finance Director, the Budget/Financial Analyst, and two representatives of the City Council, will meet no less than once semiannually to review the investment portfolio, process and practices to ensure adherence to the Act and the adopted policy.

Annual Review

This Policy and investment strategy will be reviewed by the Investment Advisory Committee and City Council annually. The Investment Advisory Committee will recommend changes to the policy annually to the City Council who shall adopt a written rule, order, ordinance, or resolution stating that it has reviewed the Policy and investment strategy and shall record in the order, ordinance or resolution any changes made to either the Policy or investment strategy.

Investment Training

The City Manager, Finance Director, and Investment Officers are required to receive 10 hours training pertaining to the Texas Public Funds Investment Act within the first 12 months after assuming duties and 8 hours every 2 years thereafter. This training shall be through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the Investment Officers and staff in making investment decisions. Training for city council officials on the Investment Committee is recommended to provide education and knowledge pertaining to the Public Funds Investment Act but the training is not mandatory.

Notification of Investment Changes or Defaults

It shall be the duty of the City Manager, the Finance Director, and Investment Officers to notify the City Council of any significant changes in current investment methods and procedures prior to their implementation and to immediately notify the City Council in the event of a default or nonpayment of any investment acquired with City funds. In addition, the City Council in its annual review of the Policy shall adopt any order, ordinance, or resolution establishing its annual review and record any changes to the Policy or investment strategies.

Compliance Audit

The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the Policy.

V. INVESTMENT INSTRUMENTS

Authorized Investment Instruments

The City Manager, Finance Director, and Investment Officers shall use any or all of the following authorized investment instruments consistent with governing law:

- (1) Obligations, including letters of credit, of the United States or its agencies and instrumentalities;

- (2) Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency of instrumentality of the United States;
- (3) General Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent;
- (4) Certificates of deposit issued by a state or national bank domiciled in this State, a savings bank domiciled in this State or a state or federal credit union domiciled in this State that are
 - (A) Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; or
 - (B) Secured by obligations that are described by subdivisions (1)-(6) of this subsection, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the City; or
 - (C) Secured in any other manner and amount provided by law for deposits of the City;
- (5) Prime domestic bankers' acceptances if it
 - (A) Has stated maturity of 270 days or fewer from the date of its issuance;
 - (B) Will be, in accordance with its terms, liquidated in full at maturity;
 - (C) Is eligible for collateral for borrowing from a Federal Reserve Bank; and
 - (D) Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency;
- (6) Commercial paper if it
 - (A) Has a stated maturity of 270 days or less from the date of its issuance; and
 - (B) Is rated not less than A-1, P-1, or the equivalent by at least
 - (1) Two nationally recognized credit rating agencies; or

- (2) One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state thereof;
 - (C) For commercial paper with maturity of over 90 days, monthly credit checks will be conducted on the issuer to determine risk and to take appropriate steps to protect the investment
- (7) Fully collateralized direct repurchase agreements having a defined termination date, secured by obligations described by subdivision (1) of this subsection, pledged to the City, held in the City's name, and deposited at the time the investment is made with a third party selected and approved by the City, and placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this State;
- (8) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under the Act in a guaranteed investment contract with a term of longer than five years from date of issuance of the bonds; to be eligible as an authorized investment
 - (A) The City Council must specifically authorize guaranteed investment contracts as an eligible investment in the ordinance or resolution authorizing the issuance of bonds;
 - (B) The City must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
 - (C) The City must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
 - (D) The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
 - (E) The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.
- (9) Interest bearing bank deposits insured by the FDIC or National Credit Union Share Insurance Fund, and shared deposit programs, are authorized investments.

In addition to the investments described by items (1) - (9) above, the City may invest funds under its control in eligible public funds investment pools as permitted under the Act. A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service or no lower than investment grade by at least one nationally recognized rating service with a weighted average maturity no greater than 90 days.

In addition to the investments described by items (1) - (9) above, the City may, in accordance with the Act, purchase, sell, and invest funds, after receiving a prospectus and other information required by the SEC, under its control in an SEC-regulated, no-load money market mutual fund with a dollar-weighted average stated maturity of 60 days and whose investment objectives include seeking to maintain a stable net asset value of \$1 per share and must comply with SEC Rule 2a-7, or a no-load mutual fund which is registered with the SEC, has an average weighted maturity of less than two years, is invested exclusively in obligations approved by the Act, is continuously rated as investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent and conforms to the requirements set forth in Sections 2256.016(b) and (c) of the Act relating to the eligibility of investment pools to receive and invest funds of the City. The City shall not (i) invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service in mutual funds as described by the Act; (ii) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described by the Act; or (iii) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service in any one mutual fund described by the Act in an amount that exceeds 10% of the total assets of the mutual fund.

VI. INVESTMENT INSTITUTIONS

Selection of Bank and Securities Dealers

Any business organization offering to engage in an investment transaction must be given a copy of the entity's Investment Policy and must sign a certification that acknowledges they have received it and have implemented procedures to preclude imprudent transactions, and supply the City Manager, Finance Director, and Investment Officers with the information specified below. First, a broker/dealer must submit audited financial statements for the financial institution or broker/dealer. Second, a broker/dealer must provide evidence of appropriate registration by the qualified representative of the business organization as such terms are defined in the Act. For bank dealers, this requires a statement from a senior bank official that the bank dealer is appropriately registered with its primary regulatory agency (the Office of the Comptroller of the Currency for National Banks) as a government securities dealer, municipal securities dealer, or both. For a securities firm, this requires a statement from a senior official that the firm is registered with the National Association of Securities Dealers. Finally, a broker/dealer must deliver a written statement, acceptable to the City, by the qualified representative, offering to engage in an investment transaction with the City, that they have received and thoroughly reviewed the Policy and acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the business organization that are not authorized by this Policy or the Public Funds Investment Act. The City Manager, Finance Director, and Investment Officers will recommend both primary and secondary securities dealers to the City Council for final approval. The City Manager, Finance Director and Investment Officers may not acquire or otherwise obtain any authorized investment described in this Policy from a person who has not delivered to the City the written statement required in this section.

The City Council or the designated Investment Advisory Committee member shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

Investment Management Firms

The City may contract with an investment management firm registered under either the Investment Advisors Act of 1940 or with the State Securities Board for a maximum of 2 years with renewal or extensions subject to approval by City Council by resolution.

VII. INVESTMENT COLLATERAL AND SAFEKEEPING

Collateral or Insurance for Deposits

The City Manager, Finance Director, and Investment Officers shall ensure that all deposited and invested City funds are, to the extent required, fully collateralized or insured consistent with federal and state law and the current bank depository contract in one or more of the following manners:

- (1) FDIC or National Credit Union Share coverage;
- (2) Obligations of the United States or its agencies and instrumentalities;
- (3) Direct obligations of the State of Texas or its agencies;
- (4) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies and instrumentalities; or
- (5) Any other manner allowed by law.
- (6) Certificates of Deposits can be secured by an FHLB letter of credit.

Safekeeping

All purchased securities shall be held in safekeeping by the City, or a City account in a third party financial institution, or with a Federal Reserve Bank.

All certificates of deposit, insured by FDIC, purchased outside the depository bank shall be held in safekeeping by either the City or a City account in a third party financial institution.

All pledged securities by the depository bank shall be held in safekeeping by the City, or a City account in a third party financial institution, or with a Federal Reserve Bank.

All certificates of deposit, pledged by the depository bank shall be held in custody of a Federal Reserve Bank for safekeeping, be the subject of a valid pledge agreement designating the City as the beneficiary of the pledge agreement; be insured by the FDIC; be described in detail by a safekeeping receipt issued to the City by the Federal Reserve Bank having custody of the certificates; and be issued with the City as registered owner.

Delivery vs. Payment

It will be the policy of the City that all transactions, except investment pool funds and mutual funds, shall be purchased using the delivery vs. payment method through the Federal Reserve System. By so doing, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased.

Broker Dealer List

- 1 **Baird, Robert W.**
- 2 **Bank of America**
- 3 **Bank of New York (BNY)**
- 4 **Bank of Oklahoma**
- 5 **Barclays Capital**
- 6 **Benchmark Securities**
- 7 **BMO Capital Markets**
- 8 **Cantor Fitzgerald**
- 9 **Citigroup**
- 10 **Cowen Execution Svc**
- 11 **Crews & Assoc**
- 12 **D.A. Davidson**
- 13 **Dorsey & Co**
- 14 **Fifth Third**
- 15 **FTN Financial**
- 16 **Goldman Sachs**
- 17 **Hilltop Sec**
- 18 **Hutchinson, Shockey**
- 19 **Imperial Capital**
- 20 **Intl F C Stone**
- 21 **ITG**
- 22 **Janney Montgomery Scott**
- 23 **JP Morgan Chase**
- 24 **Jefferies & Co**
- 25 **KeyBanc Capital Mkts**
- 26 **MarketAxess**
- 27 **Millennium Advisors**
- 28 **Morgan Stanley**
- 29 **Oppenheimer**
- 30 **Piper Jaffray**
- 31 **Raymond James/ MK**
- 32 **RBC Capital Markets**
- 33 **R B Riley**
- 34 **SEI**
- 35 **Stephens**
- 36 **Stifel Nicolaus**
- 37 **Suntrust**
- 38 **Tradeweb Direct**
- 39 **UBS**
- 40 **US Bancorp Inv**
- 41 **Vining Sparks**
- 42 **Wells Fargo**
- 43 **Zions Bank**
- 44 **Multi-Bank Securities, Inc. (MBS)**
- 45 **Great Pacific Securities**

CITY COUNCIL MEMORANDUM

City Council Meeting: February 03, 2026
Department: Police Department
Subject: Resolution 26-R-013 - Authorizing the Schertz Police Department to Apply for the FY 2027 Criminal Justice Grant Program (J.Lowery/P.Waller)

BACKGROUND

The Schertz Police Department is requesting permission to apply for funding through the federal Justice Assistance Grant (JAG) program. Funding can be used for a variety of projects per federal guidelines. The Schertz Police Department will be requesting funding for a plot printer and an interactive smartboard. These items will assist the department with investigations, crime mapping, and training programs. It should be noted the funding is not guaranteed and will be determined by the AACOG and DOJ grant process.

GOAL

The goal of this grant is to purchase technological equipment so officers and investigators can better serve the public by visualizing crime data in several locations and have an interactive interface to develop courses of action.

COMMUNITY BENEFIT

The community will benefit from the additional equipment by having officers and investigators with more information on current crime trends and where to patrol or deploy other resources.

SUMMARY OF RECOMMENDED ACTION

The Schertz Police Department recommends approval of this agenda item.

FISCAL IMPACT

This is a 100% reimbursement grant. The Schertz Police Department will pay all equipment costs upfront and will be reimbursed once the appropriate reports are completed and submitted after equipment receipt. The expected and applied for amount is \$17,450 as of this writing. Due to the time between the quotes and the possible purchase time, there may be an equipment cost increase that the Schertz Police Department will cover in the event the awarded JAG funds are not enough.

RECOMMENDATION

The Schertz Police Department recommends approval of the resolution for the JAG application

Attachments

Resolution 26-R-013
JAG Announcement and Description

RESOLUTION 26-R-013

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE SCHERTZ POLICE DEPARTMENT TO APPLY TO THE FY 2027 CRIMINAL JUSTICE GRANT PROGRAM

WHEREAS, The Schertz City Council finds it in the best interest of the citizens of the City of Schertz that the FY 2027 Criminal Justice Grant Program be operated for the Fiscal year 2027.

WHEREAS, the Schertz City Council is informed that there are no matching funds required for said project. If awarded, the City of Schertz may have to cover any additional costs for items due to price changes from the original quote time to the time of purchase. Funds will be reimbursed after necessary reports are submitted.

WHEREAS, the Schertz City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the Schertz City Council assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the Schertz City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby approves the submission of the grant application for the FY 2027 Criminal Justice Grant Program and designates Steve Williams, Schertz City Manager, as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application.

Section 2. Phillip E. Waller, Schertz Assistant Chief of Police, is designated as the Program Director and James Walters, Finance Director, is designated as the Financial Officer for this grant.

Section 3. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 4. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 5. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6.If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7.It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 8.This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this _____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Rodriguez

ATTEST:

City Secretary, Sheila Edmondson

Grant Number: 5784901

Name:

Criminal Justice Grant Program, FY2027

Available

12/15/2025

Due Date

02/12/2026

Purpose:

The purpose of this announcement is to solicit applications for projects that promote public safety, reduce crime, and improve the criminal justice system.

Available Funding:

Federal Funds are authorized under 34 U.S.C. §10152 Edward Byrne Memorial Justice Assistance Grant Program (JAG). JAG funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations:

Applications may be submitted by state agencies, public and private institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations), and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

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

Application Process:

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:

- Applicants must contact their applicable regional council of governments (COG) regarding their application.
- Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

2. State agencies, and other organizations proposing projects with a statewide impact, may submit applications directly to PSO.

Applicants are required to submit fully developed and detailed grant budgets at the time of application, PSO will not accept placeholder applications and/or budget line items in lieu of a well written and detailed grant application.

*****NEW APPLICATION SUBMISSION REQUIREMENT*****

The following documents must be submitted with the application for the application to be considered complete and eligible for funding. See the Eligibility Requirements and/or Program-Specific Requirements Sections of this Funding Announcement for more details on the requirements for each attachment/certification:

- [Resolution from Governing Body](#) - Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution.
- [CEO/Law Enforcement Certifications and Assurances Form](#) - Each local unit of government, and institution of higher education that operates a law enforcement agency, must certify compliance with federal and state immigration enforcement requirements.
- [CEO/NGO Certification and Assurances Form](#) – Each non-profit organization must certify compliance with federal and state immigration enforcement requirements.

Failure to submit the fully executed required attachment(s) by the application deadline may result in the application being deemed ineligible.

Key Dates:

Action	Date
Funding Announcement Release	12/15/2025
Online System Opening Date	12/15/2025
Final Date to Submit and Certify an Application	02/12/2026 at 5:00PM CST
Earliest Project Start Date	10/01/2026

Project Period:

Projects must begin on or after 10/01/2026 and may not exceed a 12-month project period.

Funding Levels

Minimum: \$10,000

Maximum: None

Match Requirement: None

Standards

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

Eligible Activities and Costs

Funding may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice purposes**, including for any one or more of the following:

1. Law enforcement – Includes championing a supportive, professional, respected law enforcement system with specialized resources that are adaptive and flexible to ever-changing crimes and situations.

State Priority Areas include:

- a. Intelligence-based Investigations (Violent Crime, Border Crime, Gangs)
- b. Community Policing Programs
- c. Specialized Officer Training
- d. Officer Wellness Programs

2. Prosecution and Courts – Includes fostering an informed, collaborative, and multi-disciplinary system that ensures appropriate penalties offenders and services for the community and victims.

State Priority Areas include:

- a. Pre-trial Diversion Programs
- b. Reduce Evidence Testing Backlog
- c. Courtroom Personnel Training

3. Crime Prevention and Education – Includes cultivating an individualized, understanding-based system that takes a multi-pronged approach, infused with basic life skills and alternative tracks to crime prevention.

State Priority Areas include:

- a. Life-skills Training Programs
- b. Community-based Prevention Programs

4. Corrections and Community Corrections – Includes promoting an assessment-driven, treatment-focused system that targets an individual’s risk and needs appropriately.

State Priority Areas Include:

- a. Probation/Parole Officer Training
- b. Risk/Needs Assessment for Diversion Programs
- c. Jail/Prison-based Co-occurring Treatment

5. Reentry Programs; and

6. Assessment and Evaluation Programs.

Note: “Criminal Justice Purposes” is defined as activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals (including juveniles), activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.

Eligibility Requirements

1. Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a fully executed resolution with the application to be considered eligible for funding. The resolution must contain the following elements (see [Sample Resolution](#)):

- Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
- A commitment to provide all applicable matching funds;
- A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant;

- A designation of the name and/or title of a financial officer who is given the authority to submit financial and/or performance reports or alter a grant; and
- A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO

2. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

3. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

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

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that

receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii) . Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2027 or the end of the grant period, whichever is later.

7. Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii), or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of

immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) Certifying compliance with federal and state immigration enforcement requirements.

8. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

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

Prohibitions

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

1. Construction, renovation, or remodeling;
2. Medical services;
3. Security enhancements or equipment for non-governmental entities not engaged in criminal justice or public safety;
4. Non-law enforcement vehicles or equipment for government agencies that are for general agency use;
5. Equipment, supplies, and other direct costs associated with processing DNA evidence;
6. Activities or costs in support of Operation Border Star (agencies seeking such funding should apply under the PSO Local Border Security funding announcement);
7. Law enforcement equipment that is standard department issue (including weapons, any weapon attachments and/or accessories and less lethal weapons such as tasers, non-lethal rounds, etc.; excluding equipment used exclusively for specialized training activities);
8. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training for outside participants;
9. Unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems;
10. Items listed on the [Byrne JAG Prohibited Expenditure Category A and B List](#);
11. Rifle-resistant body armor (NIJ Compliant Type IIIA and below is eligible); and
12. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

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

1. For eligible local and regional projects:

- Applications will be forwarded by PSO to the appropriate regional council of governments (COG).
- The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, cost and program effectiveness.
- PSO will accept priority listings that are approved by the COG's executive committee.
- PSO will make all final funding decisions based upon eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.

2. For state discretionary projects, applications will be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

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

Contact Information

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

Total Funds

\$TBD

CITY COUNCIL MEMORANDUM

City Council Meeting: February 03, 2026
Department: Police Department
Subject: Resolution 26-R-014 - Patrick Leahy Bulletproof Vest Partnership Award Acceptance (J.Lowery/P.Waller)

BACKGROUND

The Patrick Leahy Bulletproof Vest Partnership program was created in 1998 and offers a 50% reimbursement for vests purchased by departments. For 2025, the Schertz Police Department has estimated approximately twenty (20) vests will be needed between new hires and replacements. The department has ensured a properly budgeted line item for bulletproof vests to cover the needed vests and the receipts will be submitted for reimbursement every quarter. Funds are expected to be available starting in March 2026 and will be used until depleted.

GOAL

The goal of this program is to assist departments with the purchase of bulletproof vests for all officers.

COMMUNITY BENEFIT

Police officers benefit from having bulletproof vests because the vests provide critical protection against gunfire and sharp objects, reducing the risk of serious injury or death. This added safety allows officers to perform their duties with greater confidence in dangerous or unpredictable situations. Overall, bulletproof vests help protect officers' lives and support safer communities by keeping law enforcement personnel better protected. Financially, the community benefits by having a fiscally responsible department that looks for outside funding opportunities that positively affect our budget or allows officers to have better equipment.

SUMMARY OF RECOMMENDED ACTION

The Schertz Police Department recommends approval of this item.

FISCAL IMPACT

The Schertz Police Department has estimated twenty (20) new vests will be needed for new hire officers and replacement for the year. As of the application, the total vest cost is \$1,030 and the total cost for twenty vests is \$20,600. The Schertz Police Department will pay all costs upfront and will submit for reimbursement every quarter through the program website. 50% reimbursement is expected so the department will cover \$10,300 for the estimated vests from the approved FY 2025-26 operating budget.

RECOMMENDATION

The Schertz Police Department recommends approval of this item.

Attachments

BVP FAQ

Resolution 26-R-014



Bureau of Justice Assistance Patrick Leahy Bulletproof Vest Partnership Program (BVP)

Frequently Asked Questions (FAQs)

CONTENTS

[General Program Information](#)

[Eligibility and Program Requirements](#)

[How to Apply](#)

[Access to Funds](#)

[Body Armor Vest Information](#)

[Other Officer Safety Resources](#)

GENERAL PROGRAM INFORMATION

1. What is the BVP program?

The Patrick Leahy Bulletproof Vest Partnership (BVP) Program, created by the Bulletproof Vest Partnership Grant Act of 1998, is a unique U.S. Department of Justice initiative administered by the [Office of Justice Programs \(OJP\)](#), [Bureau of Justice Assistance \(BJA\)](#) that is designed to provide a critical resource to state and local law enforcement.

The purpose of the BVP Program is to reimburse states, counties, federally recognized tribes, cities, and local jurisdictions up to 50 percent of the cost of body armor vests purchased for law enforcement officers. A BVP fact sheet with further information can be found at: <https://bj.a.ojp.gov/doc/bvp-fact-sheet.pdf>.

2. What is the Assistance Listing number for the BVP Program?

The Assistance Listing number for the BVP Program is [16.607](#).

3. What additional information and resources are available?

Additional BVP information and resources can be found at: <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources> and <https://www.ojp.gov/program/bulletproof-vest-partnership/body-armor-resources>.

4. Is a list of prior BVP recipients available online?

Yes. BVP award information, statistics, and other information can be found at

ELIGIBILITY AND PROGRAM REQUIREMENTS

5. Who is eligible to apply for BVP funds?

States, units of local government, and federally recognized Indian tribes, i.e., jurisdictions, that employ eligible law enforcement officers are eligible to apply for BVP funds.

For the purposes of the BVP program, "state" means each of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the United States Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands; "unit of local government" means a county, municipality, town, township, village, parish, borough, or other unit of general government below the state level.

6. How is "Law Enforcement Officer" defined?

"Law Enforcement Officer" is defined as any officer, agent, or employee of a state, unit of local government, or an Indian tribe authorized by law or by a government agency to engage in or supervise the prevention, detection, or investigation of any violation of criminal law, or authorized by law to supervise sentenced criminal offenders. This includes full-, part-time, and auxiliary personnel, whether paid or volunteer.

Below is a list of general job categories determined to be eligible for this program. Police officers

- Sheriff deputies
- Adult and juvenile jail, detention center, and correctional institution officers
- Judicial officers
- Prosecutorial officers
- Transit authority police officers
- Harbor/port authority police officers
- Fire marshals
- Arson investigators
- State police officers
- County college, city college, and university police
- Park and conservation police officers
- Traffic and code enforcement officers
- Liquor control/authority investigators
- Adult and juvenile probation officers
- Parole officers
- Police chaplains

This is not an all-inclusive list. Job categories not listed may be eligible. Please contact the BVP Help Desk for assistance with eligibility determinations at 1-877-758-3787 or vests@usdoj.gov.

The following categories are generally considered outside the scope of the BVP statute and are ineligible.

- Federal employees

- K-9 dogs
- Private college/university police officers
- Emergency medical personnel
- Fire and rescue personnel
- Private correctional officers or private police officers under contract with a local, state, or tribal government to provide related services*.

*If officers, agents, or employees engaged in private police or correctional work are being paid by an eligible jurisdiction and rely on that jurisdiction to provide for their personal equipment needs, they may be eligible to receive funds. However, the police/correctional officers or their corporate employers may not apply directly.

7. Can I participate as a jurisdiction?

States, units of local government, and federally recognized Indian tribes, i.e., jurisdictions, that employ eligible law enforcement officers are eligible to apply for BVP funds.

The jurisdiction's chief executive is required to complete the online registration and to provide general oversight and approval of key transactions between the BVP program and the participating law enforcement agencies.

8. Who is considered the Chief Executive Officer?

The Chief Executive Officer (CEO) is the highest ranking elected or appointed official of the jurisdiction (e.g., city mayor; city, town or village manager; state governor; county executive; chairman of the governing board; chairman of the county commissioners; Tribal chief; or Tribal governor). In some localities, the highest-ranking law enforcement officer may also be considered the jurisdiction's CEO (e.g., the State of Louisiana).

9. Are law enforcement agencies (LEAs) eligible to apply for BVP funding?

Yes, if the LEA is a state, unit of local government, or federally recognized Indian tribe and employs eligible law enforcement personnel. The agency director/designee acts as the program liaison between agency personnel and the jurisdiction's chief executive. However, only the chief executive (or designee) of the jurisdictions can formally submit a completed application. State or local law enforcement agencies are permitted to be recipients of BVP funds, the jurisdiction itself must be the applicant.

10. Can law enforcement officers apply directly as individuals?

No. Individual law enforcement officers may not register or apply as individuals. Eligible law enforcement officers must work through their employing agency.

11. Must a state agency connect its application with that of other state agencies (e.g., state police), or can each state agency apply separately?

Each participating state agency registers and completes their portion of the state's application through their own law enforcement agency BVP application, which is then approved at the state level.

12. I am a county executive, and within my county there are several smaller towns and villages. Do I coordinate the body armor vest needs and the application process for all jurisdictions within my county's boundaries?

No. Multiple jurisdictions are not permitted to combine their body armor vest needs into one application. This program regards each jurisdiction as unique and discrete. Your county application will only include county-level agencies; the state-level application will only include state-level agencies; a town application will only include town-level agencies.

13. Are officers currently in training eligible?

Yes. This program does not make a distinction between new hires and trained or certified law enforcement officers, if the officers in question meet the definition of a law enforcement officer when the BVP-funded body armor vests are purchased. The only relevant restriction applies to positions that are authorized or funded but unfilled. Jurisdictions are not permitted to include anticipated body armor vest needs for authorized but unfilled positions in their application.

14. Can jurisdictions apply more than once in a program year?

No. Jurisdictions are permitted to apply only once per program year. Jurisdictions may apply for additional body armor vests during subsequent program years, even though prior year body armor vest orders or payments are still pending.

15. What link is there between use of Edward Byrne Memorial Justice Assistance Grant (JAG) funds for body armor, and eligibility for the BVP program?

Pursuant to the BVP statute, receipt of JAG funding by a unit of local government may impact its eligibility for funding under the BVP Program in the same fiscal year, unless it is a qualifying unit of local government with fewer than 100,000 residents.

16. What are the requirements for body armor vests purchased using BVP funds?

Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

17. Do NIJ compliant body armor vests contain a certification mark?

Although the NIJ CTP maintains a list of compliant products for practitioners to reference, additional reliance has been placed on a specific statement of compliance that manufacturers apply to compliant products. Controlling the false application and imitation of the NIJ statement of compliance has proven to be difficult. Fortunately, the U.S. Patent and Trademark Office (USPTO) allows product certification bodies—similar to the NIJ CTP—to register certification marks. The “NIJ Mark” is a trademark that is only authorized by the NIJ CTP to appear on the labels of armor panels and plates that both meet the requirements of the NIJ CTP and that are listed on the [Compliant Products List](#). This is a quick, visual way for manufacturers to indicate that their armor is NIJ certified, and for the end user to check whether their armor is listed by NIJ. The NIJ Mark is only

available to manufacturers who actively participate in the NIJ CTP and may only be placed on armor that is certified and listed by NIJ. As of November 12, 2019, the NIJ Mark is registered with the USPTO under Registration Number 5,906,126. More information can be found here: <https://citec.org/compliance-testing-program/national-institute-of-justice-mark/>.

18. What is NIJ's process for testing body armor?

More information on NIJ's body armor testing process and requirements can be found at <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. Specifically, an overview of compliance testing can be found at <https://nij.ojp.gov/body-armor-compliance-testing>.

19. What is the definition of "uniquely fitted" body armor vests?

In the BVP Program, "uniquely fitted" means protective (ballistic or stab-resistant) body armor vests that conform to the individual wearer in order to provide the best possible fit and coverage through a combination of 1) correctly sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003) available at no cost. The Personal Armor Fit Assessment checklist is excerpted from ASTM E3003 ([The Personal Armor Fit Assessment Checklist](#)).

In addition, a certification section is included in the BVP application stating that the applicants are aware of and will comply with this requirement.

20. What must the required written mandatory wear policy consist of, and when must the mandatory wear policy be in effect?

There are no specific requirements regarding the nature of the mandatory wear policy, other than that it must specify when mandatory wear is required for uniformed officers on duty. The written mandatory wear policy must be in effect when the jurisdiction submits its application for BVP funds. Each submitting government official will need to electronically certify during the application process that there is a written mandatory wear policy for all uniformed law enforcement officers. The policy will need to be submitted as part of the BVP application and said policy will be subject to random review and verification. In order to meet the requirement of the BVP program, the mandatory wear policy must bear the date that the policy was enacted and be signed by the CEO or the authorized representative of the requesting agency/jurisdiction. For more information, see the Mandatory Wear FAQs at: <https://www.ojp.gov/bvp/mandatory-wear-faqs>.

21. Are sample mandatory wear policies available?

Yes. Law enforcement agency administrators and jurisdiction CEOs can obtain a copy of the Body Armor Model Policy and Issues Paper (developed by the International

Association of Chiefs of Police) by contacting the BVP Help Desk at 1-877-758-3787 or by email at vests@usdoj.gov.

22. Do SWAT or tactical body armor vests qualify under BVP?

BVP funds can be used for tactical-level body armor vests, including threat level IV body armor vests, but only one body armor vest may be purchased with these funds per officer in a replacement cycle. If the agency purchases a tactical-level body armor vest for an officer, it must be the officer's primary body armor vest; the jurisdiction cannot use BVP funds to purchase a regular-duty body armor vest for the same officer during the same replacement cycle.

23. Can jurisdictions use BVP funds to replace the trauma plates for existing body armor vests?

No. Using BVP funds to purchase trauma plates for existing body armor vests is not permitted. The program does permit the use of federal funds to offset up to 50 percent of the total vest cost, which includes the cost of the body armor vest, body armor vest carriers, attachments, inserts, trauma plates, and covers considered integral or essential for the armor's proper care, use, and wearability, including shipping, handling, fitting charges, and applicable taxes. However, this total cost assumes that a body armor vest is being purchased, along with the attachments and inserts.

24. Are stab resistance body armor vests eligible for funding?

Yes. Please see the latest NIJ stab compliant body armor vest list here: [NIJ Compliant Products List](#).

25. Can used body armor vests be purchased with BVP funds?

No. BVP funds may not be used to purchase used body armor vests, regardless of the age of the body armor vest or the agency selling it, since the conditions in which the used armor was stored and the conditions to which it was exposed cannot be verified.

26. Are other types of ballistic resistant equipment such as K9 body armor, ballistic shields, and ballistic helmets eligible for reimbursement through BVP?

No. Only ballistic and stab body armor appearing on the NIJ [Compliant Products List](#) is eligible for reimbursement under BVP.

HOW TO APPLY

27. Where do I apply?

BJA accepts applications through the online BVP system located at <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. The BVP system is an independent application system and is only used for the BVP Program.

28. Who must complete and submit the BVP application?

The Chief Executive Officer of the jurisdiction must complete and submit the BVP application.

29. How do I obtain access to the BVP system?

The first step to obtain access to the BVP system is onboarding to OJP's Digital Identity and Access Management Directory (DIAMD), which replaced the former BVP access control system in January 2023. DIAMD is a modern single-sign-on gateway service with multi-factor authentication. If you are an OJP grant program applicant or recipient, you may already have an account registration with DIAMD, and your BVP user account will be added to the OJP systems you access through DIAMD. If you do not already have an account with DIAMD, your BVP account will be migrated to DIAMD, and you will need to complete a registration profile process in order to activate your new BVP/DIAMD account.

Existing BVP users received an email on January 9, 2023, from the DIAMD system containing instructions and an active link to the DIAMD registration/profile page in order to complete the activation of their DIAMD account. The link within the email message is strictly personal to the user as the account holder. The link expires 120 hours, or five days, after email delivery. If the user does not complete the DIAMD registration within the noted 120-hour period, the link will expire, and the user must then contact the BVP ServiceDesk by phone at 1-877-758-3787 or email at vests@usdoj.gov in order to have the link reset.

Please see the BVP login page for details:

<https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. Detailed instructions can be found at <https://justicegrants.usdoj.gov/noindex/general-entity-user-experience.pdf>.

The second step to obtain access to the BVP system is to create a BVP User Profile and associate the BVP User Profile with an agency. Detailed instructions can be found at <https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/BVPUserAgencyRegistrationGuide.pdf>.

30. How do I reset my password?

If your account becomes locked and you need to reset your password, complete the following steps:

Step 1: [Unlock your account](#)

Step 2: [Reset your forgotten password](#)

You may call or email the BVP Help Desk at 1-877-758-3787 or vests@usdoj.gov for assistance. If an email is sent, please include your name and the name of your jurisdiction in the correspondence. Every effort will be made to respond to your request within 24 business hours of your call or email.

31. When does the BVP Program typically open for applications?

The BVP application period generally opens in April of each year. However, this date is subject to change. Please check the [BVP website](#) for updates on the application notice each year.

32. What is the application deadline?

Program deadlines are prominently displayed on the BVP homepage. They are designed to allow all interested jurisdictions an opportunity to complete and submit their applications. Jurisdictions will be notified once funding decisions have been made.

33. What type of documentation do we need for the application?

Applicants will be asked to report the total number of full and part-time officers, the agency's body armor vest replacement cycle, and the total amount of previously awarded BVP funds obligated at the time the application is completed.

34. Does the Law Enforcement Agency (LEA) need to fill out an application?

Smaller jurisdictions with one law enforcement agency should only register and apply as the jurisdiction. If a jurisdiction has multiple law enforcement agencies eligible for BVP funds, each LEA should register and apply for funds as an LEA under the jurisdiction.

35. How do we apply as a jurisdiction?

Step by step, detailed instructions are provided in the Jurisdiction Handbook, activated by following the steps for 'How Do I Participate as a Jurisdiction' accessible from the [BVP homepage](#) (see the [BVP resources page](#) for step-by-step instructions on submitting an application: <https://www.ojp.gov/program/bullectproof-vest-partnership/program-resources#hf3a1a>).

36. Can individual law enforcement agencies register if the jurisdiction has not yet registered?

No. Law enforcement agencies that are not considered jurisdictions must be part of the jurisdiction application, but you will be able to register and complete your portion of the application beforehand. The jurisdiction's application cannot be processed until the chief executive registers and submits the completed application electronically to BJA.

37. Is there a match requirement?

Yes. The federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent.

38. Can jurisdictions request a waiver of the 50 percent match requirement for body armor vests purchased with BVP funds?

Yes. Jurisdictions with BVP award funds may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Jurisdictions requesting a waiver of the 50 percent match requirement may not use BVP funds toward the purchase of any body armor vest with a total unit cost greater than \$1,200, excluding taxes, shipping, and handling fees (if any), to maximize funding for all eligible jurisdictions. All standard BVP body armor vest requirements apply to the eligible body armor vest types.

Additionally, jurisdictions requesting a waiver must meet criteria of financial or natural disaster hardship and must cite the source of that hardship during the waiver request process. Jurisdictions must keep documentation substantiating the hardship for four years, and such documentation is subject to audit. Finally, all applicant jurisdictions requesting a hardship waiver of the 50 percent match are required to certify that the jurisdiction's Chief Executive Officer formally accepts the request for the waiver and confirms the waiver justification provided. The certification must list the highest elected

official from the requesting jurisdiction to be approved. Detailed instructions on the process for requesting a waiver and the documentation required can be found at: <https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/BVPReceiptsandPaymentRequestsUserGuide.pdf>.

39. Can we use JAG formula funds along with BVP funds to cover the costs of body armor vests?

JAG funds may not be used to pay for that portion of the body armor vest (50 percent) that is not covered by BVP funds. JAG funds may be used to purchase body armor vests for an agency but may not be used as the 50 percent match for BVP purposes.

40. Our jurisdiction received less than 50 percent funding for last fiscal year's application. Can we re-apply for additional funds to increase this share in the current fiscal year application?

No. Recipients are not permitted to apply for current fiscal year funds to increase the application amount if a previous application was less than 50% funded.

41. Do smaller jurisdictions receive priority under BVP?

Yes. By statute, funds are first allocated to qualifying units of local government with fewer than 100,000 residents. Any remaining funds are then awarded to other qualifying applicants.

42. How are funds distributed to other qualifying applicants if funds are available after providing funds to smaller jurisdictions?

If remaining funds are available after providing funds to qualifying units of local government with fewer than 100,000 residents, BJA awards the remaining funds at an equal percentage to eligible states, units of local government, and federally recognized Indian tribes that have a violent crime rate at or above the Federal Bureau of Investigation (FBI) Uniform Crime Reporting Program national average.

ACCESS TO FUNDS

43. When will funding be available?

Funds will be available approximately three to four months after the application deadline. BJA will notify successful applicants via email when the award is made and the funds are available.

44. Is an active registration in the System for Award Management (SAM) required to receive funds?

Yes. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at <https://www.sam.gov/SAM/> as soon as possible in order to obtain information on and complete the online SAM registration process. Applicants should ensure that current bank routing and bank account information is included in the SAM.gov profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/help>. The SAM Helpdesk can be reached at (866) 606-8220.

45. How much funding will our jurisdiction receive?

BJA cannot provide information about anticipated funding levels. Given the dynamic nature of available funding and program participation, jurisdictions should complete applications based upon their current body armor vest needs for all eligible law enforcement officers.

46. Can we expect additional funding in the same federal fiscal year?

No. All funding decisions are made after the close of the application period, and all available program funds are committed.

47. How long will it take to receive funding?

Funds will be available approximately three to four months after the application deadline. BJA will notify successful applicants via email when the award is made and the funds are available.

48. How soon must we purchase body armor vests to avoid expiration of funds?

Recipients have approximately two years from the time the awards are released in the BVP system to request reimbursement. BVP awards are typically released by September 30 of the applicable fiscal year, and the expiration date for the funds is provided in the award notification.

49. Once awarded, what is the process for receiving reimbursement for the body armor vests?

The reimbursement process may only be completed through the online BVP system. The chief executive or authorized designee, who must be an employee of the jurisdiction, must complete section 4.1 Manage Receipts, and then proceed to complete and submit section 5.1 Request Payment. Once the two sections have been completed, payment will be processed and transferred to the designated ACH account in SAM.gov that each applicant provided to BJA during the registration process. Payment will be made in approximately five to six weeks following successful submission and CEO certification of the payment request. Only the jurisdiction can request payment. Law enforcement agencies (LEA) will only be able to report receipt of body armor vests (by completing section 3.1). Once this is completed, the jurisdiction will then need to request payment on behalf of the LEA. Please note that during the Request Payment process, jurisdictions are required to identify the fund source or award from which the payment will be deducted. Step-by-step instructions for submitting payment requests can be found at:

<https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/BVPRceiptsandPaymentRequestsUserGuide.pdf>.

50. What responsibilities will the CEO have regarding the control and disbursement of funds?

Only the Chief Executive Officer (CEO) of a jurisdiction or an authorized designee, who is an employee of the jurisdiction, may request funds from OJP on behalf of the participating law enforcement agencies. Payments may be requested only after body armor vests have been purchased and delivered. The CEO or their authorized designee

is responsible for ensuring that no law enforcement agency within their jurisdiction requests or receives BVP payments that exceed 50 percent of the cost of each body armor vest purchased.

51. What is Total Vest Cost?

The Total Vest Cost includes the cost of the body armor vest, body armor vest carriers, attachments, inserts, and covers considered integral or essential for its proper care, use, and wearability, including shipping, handling, fitting charges, and applicable taxes. Essentially, the total invoiced price, after all vendor and prompt payment discounts have been deducted, is what BJA uses to determine total cost. Information about the invoiced purchase price and related costs will be reported to BJA when payment is requested.

52. What is the unit price of a body armor vest?

The unit price can include the cost of an extra body armor vest carrier, attachments, inserts, and covers considered integral or essential for the vest's proper care, use, and wearability. Shipping and handling fees, fitting charges, and applicable taxes can also be included in the unit price.

53. Can we purchase body armor vests that we did not include in our application?

Yes. BJA recognizes that law enforcement agency operational and equipment needs may change. Consequently, participating agencies are not required to purchase the exact number, type or model of body armor vests contained in the approved application. Body armor vests may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor vests have been tested and found to comply with the applicable NIJ body armor standards, appear on the NIJ [Compliant Products List](#), are uniquely fitted, and are made in the United States. The original application cannot be changed; any changes in actual purchases are reflected in the online Receipt of Vests in the online payment request. All payments are made after eligible body armor vests have been ordered and received.

54. Are supplanting restrictions applicable to the BVP Program?

No. Supplanting is not prohibited under the BVP Program.

55. How will the BVP Program work with our jurisdiction's policy of procuring products from the lowest bidder?

Procurement policies are outside the scope of BVP. The online body armor vest application contains information about each agency's body armor vest needs, but agencies do not order body armor vests through this program. The actual purchase is handled through the agency's normal procurement process independent of the BVP Program. Purchasing from the lowest bidder and other requirements that may comprise agency procurement policy must be followed, documented, and maintained for future audit purposes.

56. I'm a correctional officer, and I'm more interested in a body armor vest that provides stab/puncture protection instead of ballistic protection. What assistance can you provide?

In September 2000, NIJ released [NIJ Standard 0115.00, Stab Resistance of Personal](#)

[Body Armor](#), which classifies armor into two protection classes: spike (puncture-resistant) and edged blade. For each protection class, there are three protection levels against which the armor can be tested. The NIJ CTP includes armor tested in accordance with this standard, and models found to be in compliance are certified by NIJ, and then listed on the [NIJ Compliant Products List](#). For more information on stab protection, please see: <https://www.policearmor.org/Addressing-Real-World-Stab-Slash-Threats.html>.

57. When funding approval is made that accounts for less than 50 percent of the requested funds in a jurisdiction's application, who will determine how much each individual LEA within a jurisdiction receives?

The CEO of the jurisdiction, or their authorized designee, who is an employee of the jurisdiction, is responsible for ensuring the equitable distribution of funds to each LEA listed on each annual BVP approved application. The award amount made available to each LEA should be equal to the percentage of total funds that each LEA requested on the application. For instance, if an LEA's application equaled 10 percent of the total amount proposed on the application, that LEA should receive 10 percent of the actual award amount.

58. Can we link to the BVP website on our own homepage?

Yes. Agencies and organizations may link to the [BVP website](#).

59. Can we use the BJA or BVP logo?

The BJA and BVP logo cannot be used unless prior approval is granted by BJA. Prior-approval requests can be submitting a request to BJA using the online form at <https://bja.ojp.gov/library/communications-guidance#contact-us>. Additional information, including the available logos, can be found at: <https://bja.ojp.gov/library/communications-guidance/logos>.

60. Can we use the NIJ Mark?

No. The NIJ Mark is only available to manufacturers who actively participate in the NIJ CTP and may only be placed on armor that is certified and listed by NIJ.

61. Will our jurisdiction be subject to audits or inspections if we purchase body armor vests using BVP funds?

Yes. BVP payments and transactions are subject to audits and reviews by the General Accounting Office, Department of Justice's Office of the Inspector General, and applicable state/local auditors. Jurisdictions must follow their own procurement policies and procedures, including maintenance of reliable and accurate accounting systems, record keeping, and systems of internal control. Recipients of federal funds are expected to retain documentation supporting all BVP transactions for at least three years after the closure of audit reports related to such funding. If any litigation, claim, negotiation, audit, or other action involving records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all related issues, or until the end of the regular three-year period, whichever is later.

BODY ARMOR VEST INFORMATION

62. Which manufacturer makes the best body armor?

Neither BJA, NIJ, nor the NIJ CTP endorse any particular manufacturer or model of armor. NIJ standards for body armor and the NIJ CTP ensure that models of armor offered for sale to law enforcement and corrections personnel meet minimum performance requirements. NIJ publishes and continuously updates its [Compliant Products List](#), which includes models that have been tested and comply with the applicable NIJ standards.

63. Can jurisdictions utilize vendor promotional offerings//incentives offerings when purchasing body armor vests using BVP funds?

Yes. BJA does not interfere with legitimate, free market practices and processes that occur between body armor vest vendors and law enforcement consumers. BJA does not anticipate any oversight, review, or approval of discounts or incentives resulting from negotiations for body armor vest purchases. However, the terms and conditions of the procurement must comply with the jurisdiction's procurement laws and regulations. Further, BJA will not endorse any manufacturer over another nor will it provide information about a jurisdiction's financial transactions, purchasing terms and conditions, or vendor incentives and promotions.

64. How do I choose the right body armor?

NIJ's [Selection and Application Guide to Ballistic-Resistant Body Armor](#) contains important information to assist agencies and individual officers in selecting, purchasing, and caring for body armor. Body armor that is eligible to purchase using BVP funds must be selected from NIJ's [Compliant Products List](#).

65. How do I dispose of my old body armor vest?

Check with your department to determine whether there is a policy regarding the disposal of used body armor. If not, there are several organizations that accept donations of used body armor vests for distribution to law enforcement agencies in the U.S. You may also wish to consult your local Fraternal Order of Police. If you are not comfortable donating your used armor to another agency, you may also contact the manufacturer of your body armor vest to determine if they will dispose of your used body armor.

66. How does stab and puncture resistant body armor work?

Stab and puncture resistant body armor helps to prevent fatal/harmful injury caused by a severe cut and/or tear by a sharp object such as a knife. Stab and puncture resistant armors are made from a variety of materials. The most commonly used materials are made from extremely strong fibers, which can be either woven or laminated together. Other materials used are metals and composites. As the threat impacts the armor, the materials either deflect the threat, or due to their very high level of cut and/or tear resistance, they 'stretch' and the impact forces are dissipated over a larger area of the armor.

67. Is ballistic-resistant armor also stab/puncture resistant (or vice versa)?

The materials technology that makes body armor ballistically resistant does not necessarily make it stab or puncture resistant (and vice versa). The International Association of Chiefs of Police /DuPont KEVLAR Survivors' Club has documented several incidents over the years where ballistic resistant armor has provided some protection against attacks from a variety of sharp edged and other weapons.

68. What types of ballistic resistant materials are used to make body armor?

Flexible body armor vests that resist handgun threats can be made from a number of different types of woven or non-woven high-performance materials. Materials frequently found in such flexible body armor include aramids and ultrahigh molecular weight polyethylenes. Hard armor plates that resist rifle threats can be made from a number of materials, including steels, ceramics, polyethylenes, aramids, and other composite materials.

69. How long does body armor last?

There are several factors that can influence the service life of body armor. NIJ has sponsored research which indicates that age is not the only factor in determining the service life of armor. Other factors to consider include how regularly the armor was worn; how it was cared for; whether the armor fits the wearer properly; and the overall condition of the armor. BJA encourages departments to have a routine inspection program for body armor, just as they would for weapons, vehicles, and other types of issued equipment. NIJ's [Selection and Application Guide to Ballistic-Resistant Body Armor](#) contains a sample form which can be used as a checklist when inspecting armor.

70. What is the best way to care for body armor?

Follow the manufacturer's care instructions provided with your body armor vest or refer to the instructions on the armor labels. Failure to follow these instructions may damage the ballistic performance capabilities of the body armor vest. NIJ's [Selection and Application Guide to Ballistic-Resistant Body Armor](#) offers general guidelines on how to properly care for body armor vests.

71. How do I know if my body armor fits correctly?

How a body armor fits is very important and the BVP requires that armor purchased through the program be uniquely fitted. Officers should be measured so that the armor selected fits their torso well through a combination of correctly sized panels and carriers and adjustments that can be made on the carrier (via straps, velcro, etc.) The NIJ CTP offers guidelines on how to determine proper fit of body armor here:

<https://www.policearmor.org/basics/selection-fit.html>. In addition, more specific information on fit for female officers is provided here: <https://www.policearmor.org/basics/female-fit.html>.

For both male and female models of body armor vests, the NIJ CTP recommends that an agency arrange to have their officers try on a variety of models from different manufacturers on the NIJ [Compliant Products List](#). This will assist in selecting the model that provides the best combination of comfort, fit, and protection capability, as well as information concerning accessories and features. Be sure to ask the manufacturer's

representative about ongoing customer support, and what steps they will take to properly measure and fit the body armor vests, as well as adjustments once the armor has been delivered. Ask the representative for references from other agencies that have purchased their armor and contact other agencies in your area who have recently purchased armor to learn about their experiences.

72. Is there a difference between male and female models of armor?

Yes, many armor panels are designed specifically for female officers. In addition, some manufacturers also offer armor carriers designed for female officers. Generally speaking, the difference between male and female models is that for female body armor, most manufacturers cut and stitch the material to create bust cups. Therefore, the NIJ Standard views male and female body armor vests as separate models, even though they may be made of the same type and sequence of layers of ballistic materials. When a female body armor model is tested, the laboratory is instructed to locate the seam that is created by folding and/or stitching the material to make the bust cup, and to place one of the shots on that seam. This is done to ensure that the weakest point of the body armor vest (typically a seam) provides the minimum level of ballistic protection required by the standard.

There are many different types and styles of female body armor vests, as well as different ways of fitting body armor vests in order to accommodate the various sizes and shapes needed for female officers. Some manufacturers have developed methods which 'mold' the bust cups into the material, negating the need for cutting and stitching to create a bust cup. Other manufacturers simply alter the outside dimensions of the panel (*i.e.*, enlarging the arm hole openings) to accommodate certain types of builds and body types.

In summary, when selecting a female body armor vest, NIJ recommends that an agency look at and have their officers try on a variety of models from different manufacturers, which have been tested and found to comply with the NIJ Standard for Personal Body Armor. This will assist in selecting the model that provides the best combination of comfort, fit, and protection capability, as well as accessories and features.

OTHER OFFICER SAFETY RESOURCES

73. Does BJA offer any other resources for officer safety and wellness?

Yes. BJA provides Law Enforcement Officer Safety and Wellness programs and resources such as [BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability \(VALOR\) Initiative](#), which provides a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: <https://bj.a.ojp.gov/doc/VALOR-Initiative-Overview-Booklet.pdf>.

In addition, BJA launched a proactive initiative to create collections of critical and impactful resources designed to address the most crucial and current challenges officers are facing. These include:

- Mitigating the impact of stress on officers and their families.
- Preventing suicide among law enforcement officers.
- Increasing officer safety by defusing difficult situations.
- Promoting public confidence in policing and, in doing so, honoring those who serve.

74. Do other DOJ components offer officer safety and wellness resources?

Yes. The DOJ Office of the Associate Attorney General has a dedicated website that includes articles, podcasts, infographics, trainings, webinars, and other publications produced in recent years dealing with all aspects of law enforcement officer and family wellness, including information on a variety of topics such as financial literacy, substance use disorders, and preventing or recovering from the suicide death of a colleague, among others. See: <https://www.justice.gov/asg/officer-safety-and-wellness-resources>.

75. Are there any officer safety and wellness programs designed specifically for corrections officers?

Yes. BJA will soon launch a Corrections Officer and Staff Safety and Wellness Center (“The Center”). The Center will develop and offer training and technical assistance to improve institutional and community corrections officer and staff safety and wellness and will build upon the knowledge base of what works to continually improve the safety and wellness of officers and staff. The Center will serve as a repository of corrections policies, protocols, trainings, and innovations that work to improve corrections officer and staff safety, wellness, resilience, and retention. In addition, it will identify, prioritize, develop, and deliver trainings to improve safety, wellness, resilience, and retention. In addition, since suicide by corrections officers occurs at a rate much higher than that of the general population, The Center will also consider and address suicide awareness and prevention. The Center may also work with corrections officers (institutional and community) to test new strategies, policies, and protocols.

RESOLUTION 26-R-014

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE SCHERTZ POLICE DEPARTMENT TO ACCEPT THE 2025 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP FUNDS

WHEREAS, The Schertz City Council finds it in the best interest of the citizens of the City of Schertz that the 2025 Patrick Leahy Bulletproof Vest Partnership funds be accepted and used throughout the FY 2026 operating period and until their expiration or completed use, whichever comes first.

WHEREAS, the Schertz City Council is informed this program a fifty percent (50%) reimbursement program from the United States Department of Justice. If awarded, the City of Schertz will pay all initial costs upfront and submit for reimbursement.

WHEREAS, the Schertz City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the Schertz City Council assures that the funds will be returned to the Department of Justice in full.

WHEREAS, the Schertz City Council designates the City Manager as the program's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the program on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby approves the acceptance of the funds for the 2025 Patrick Leahy Bulletproof Vest Partnership and designates Steve Williams, Schertz City Manager, as the Authorized Official to apply for, accept, decline, modify, or cancel the program application.

Section 2. James Lowery, Schertz Police Chief, is designated as the Program Director and James Walters, Finance Director, is designated as the Financial Officer for this grant.

Section 3. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 4. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 5. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of

such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 8. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this _____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Rodriguez

ATTEST:

City Secretary, Sheila Edmondson

CITY COUNCIL MEMORANDUM

City Council Meeting: February 03, 2026
Department: Engineering
Subject: Resolution 26-R-018 - Authorizing a letter of support for the TxDOT project to construct a grade-separated crossing of FM 3009 over the railroad tracks and FM 78 in the City of Schertz (B.James/K.Woodlee)

BACKGROUND

The City of Schertz has been working with TxDOT for a number of years on a project to construct a grade-separated crossing of FM 3009 over the Union Pacific Rail Road tracks and FM 78 in central Schertz. The project will create a direct connection between FM 3009 and FM 78 without delay due to rail traffic. In 2023 the City purchased a 40-acre property on the south side of FM 78 for use to locate a critical portion of the facility. A continuation of FM 3009 from FM 78 to IH 10 is on the City's Master Thoroughfare Plan and segments of that roadway have been and continue to be dedicated and constructed.

TxDOT is submitting an application for a railroad grant to help fund the project (FY 2024-2025 Federal-State Partnership for Intercity Passenger Rail Program for Projects Not Located on the Northeast Corridor). They requested that the City provide a letter in support of the project to be included in the grant application. Resolution 26-R-018 authorizes the City Manager to sign and submit the letter.

GOAL

The goal of Resolution 26-R-018 is to have Council authorize the City Manager to provide a letter of support of the TxDOT project creating a grade-separated crossing of FM 3009 over the railroad tracks and FM 78.

COMMUNITY BENEFIT

The benefit of supporting TxDOT's project is to increase the chance that the project will receive funding from the grant toward a key element in the City's transportation infrastructure grid.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 26-R-018 authorizing a letter of support of the TxDOT project to construct a grade-separated crossing of the railroad tracks and FM 78.

FISCAL IMPACT

There is no direct fiscal impact from this resolution.

RECOMMENDATION

Approve Resolution 26-R-018.

Attachments

Resolution 26-R-018 with attachment

RESOLUTION 26-R-018

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A LETTER OF SUPPORT FOR THE TXDOT PROJECT TO CONSTRUCT A GRADE-SEPARATED CROSSING OF FM 3009 OVER THE RAILROAD TRACKS AND FM 78 IN THE CITY OF SCHERTZ

WHEREAS, the Texas Department of Transportation (TxDOT) is undertaking a project to construct a grade-separated crossing of FM 3009 over the Union Pacific Railroad tracks and FM 78 in the City of Schertz; and

WHEREAS, the City of Schertz recognizes the need for a safe and free-flowing crossing of the tracks and FM 78; and

WHEREAS, in 2023 the City acquired property on the south side of FM 78 for use to locate a portion of the facility; and

WHEREAS, TxDOT plans to submit an application for the FY 2024-2025 Federal-State Partnership for Intercity Passenger Rail Program for Projects Not Located on the Northeast Corridor (FSP-National) grant to secure funding for construction of the project and has requested a letter of support.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby expresses its support for the TxDOT-led project to construct a grade-separated crossing of FM 3009 over the railroad tracks and FM 78 and authorizes the City Manager to send a letter of such support (Exhibit A).

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this

Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the _____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

EXHIBIT A
Letter of Support of TxDOT Project

February 3, 2026

Administrator David Fink
Federal Railroad Administration
United States Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Administrator Fink:

The City of Schertz desires to express its strong support for the Texas Department of Transportation (TxDOT)-led project to construct a grade-separated crossing of FM 3009 over Union Pacific Railroad Tracks and FM 78. FM 3009 currently ends at FM 78 and there are no grade-separated crossings within Schertz or other communities between SL 1604 and FM 78's termination in Seguin.

The City of Schertz has long recognized the need for a safe and free-flowing crossing of the railroad tracks and FM 78 along the corridor of communities including Schertz. Increasing traffic and population in the area intensifies the need for a grade-separated crossing for traffic flow and safety reasons. A thoroughfare element unimpeded by rail traffic is also imperative to allow emergency services to maintain reasonable response times to both sides of the tracks.

The City has been working collaboratively with TxDOT to help clear hurdles to the development of the grade-separation project. The City supports the project and has been working to multiply its meaningful impact by ensuring that the crossing will connect to an arterial continuation south to IH 10, further improving safe and efficient traffic flow in the greater Schertz region.

- City Staff and Officials have communicated with property owners to lay the groundwork for cooperation related to future access and right-of-way needs.
- In 2023, the City strategically acquired 40 acres of undeveloped property on the south side of FM 78 for use to locate a critical portion of the facility.
- The elevated crossing and further extension of the roadway to the south remain part of the City's Master Thoroughfare Plan. Segments of right-of-way for the extension have been and continue to be dedicated as land parcels are developed, and over one-half mile of the extension has already been constructed.

Please accept this letter of support for the FM-3009 – UPRR and FM 78 crossing and TxDOT's grant application for funding to continue development of this very important project.

Sincerely,

Steve Williams
City Manager



CITY COUNCIL MEMORANDUM

City Council Meeting: February 03, 2026
Department: Finance
Subject: Resolution 26-R-019 - Authorizing bad debt revenue adjustments (S.Gonzalez/J.Walters)

BACKGROUND

In the EMS, Utility Billing, Library and Magazine functions, services are provided to customers up front and billing is settled later. Since services are provided before receiving payment, inevitably, the City has customers that do not pay for the services provided.

When this occurs, staff reaches out to the customer to try to collect the outstanding payment, including follow-up notices and phone calls to try to reach out to the customer to remind them of the outstanding balance and encourage payment. However, the longer the customer account goes without a payment, the less likely that any payment will be received.

Once a customer account reaches 180 days without activity, Staff brings those accounts to the City Council to be “written off”. This process is an accounting procedure following the Generally Accepted Accounting Principles (GAAP), which lays the framework of accounting practices in the U.S. This designation means it is unlikely those outstanding balances will ever be collected. This leads to an accounting adjustment on the City’s Financial Statements to accurately show how much is still outstanding and is reasonable to expect collection.

If a customer’s account has been written off, this does not erase or forgive that debt. The city can and does collect some portion of the amount owed by those customers. This can be through the debt collection agency used by EMS or if the customer returns to the City and requests new services through the Magazine or Utility Billing.

On August 27, 2019, City Council approved the Schertz EMS Charity Care Policy. Approving the Charity Care Policy benefits our citizens who do not have insurance and do not have the ability to pay for ambulance services. In the past, these accounts were sent to collections and written off throughout year with little expectation to recover any revenue.

The Library write offs are for items which are deemed no longer collectible. The accounts Staff feels cannot be collected will come before council in the quarterly write-off requests. There will be no Library write offs this time as staff must manually clear the previous approved amounts from their database before continuing.

The resolution authorizes the debt for these areas that is more than 180 days outstanding as of June 1, 2025, to be written off. These write-offs come before council quarterly and last came before council on September 16, 2025.

Previous Write off Amount:

March 2021: \$1,330,234.88
June 2021: \$904,511.15
September 2021: \$750,502.47
December 2021: \$587,362.56
March 2022: \$675,977.28
June 2022: \$564,972.72
September 2022: \$842,197.07
December 2022: \$660,162.69
March 2023: \$709,180.00
June 2023: \$629,399.75
September 2023: \$1,043,989.48
December 2023: \$736,479.42
March 2024: \$939,856.26
June 2024: \$786,518.97
September 2024: \$755,410.63
December 2024: \$718,424.29
March 2025: \$1,345,608.95
June 2025: \$ ----
September 2025*: \$1,654,478.02
December 2025: \$899,290.71

*For September 2025, the amount includes write-off amounts for both June and September 2025.

GOAL

To approve write-offs of bad debt in accordance with the standards laid out by GAAP.

COMMUNITY BENEFIT

This will show the City's Financial Statements according to national standards and City policy.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution No. 26-R-019 to write off receivables that are older than 180 days.

FISCAL IMPACT

This accounting adjustment will not affect the City's Budget or financial standing. The amount written off is estimated during the budget process and is accounted for in the revenue estimations and the bad debt expense accounts. The action taken tonight will reduce the amount shown as owed to the City by \$899,290.71 and set it equal to the amount seen as still reasonably collectible. The breakdown is as follows:

EMS - \$607,698.71
EMS Charity Care - \$244,359.76
Utility Billing - \$47,232.24
Library - \$0.00
Magazine - \$0.00

RECOMMENDATION

Staff recommends Council approve Resolution No.26-R-019.

Attachments

Resolution 26-R-019 Bad Debt Revenue Adjustments

RESOLUTION NO. 26-R-019

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING DEBT REVENUE ADJUSTMENTS FOR CERTAIN INACTIVE OUTSTANDING RECEIVABLES AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City maintains quarterly debt revenue adjustments for inactive outstanding accounts; and

WHEREAS, The Centers for Medicare and Medicaid Services requires a charity care policy to continue participating in the Texas Ambulance Services Supplemental Payment Program (TASSPP); and

WHEREAS, the City Council has determined that it is in the best interest of the City that all inactive outstanding accounts after 180 days nonpayment will be sent to City Council for consideration for write offs.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the write off, including Charity Care, in the amount and distribution of accounts below:

<i>Function</i>	<i>Amount</i>
EMS	\$607,698.71
Charity Care	\$244,359.76
Utility Billing	\$47,232.24
Magazine	\$0.00
Library	\$0.00
Total	\$899,290.71

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and finding of the City Council.

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this ____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 03, 2026
Department: Information Technology
Subject: Resolution 26-R-010 - Authorizing a service and maintenance agreement with Honeywell for Public Safety station-alerting services (B.James/D.Hardin/J.Bluebird)

BACKGROUND

The City is requesting authorization to enter into a software maintenance and hardware repair service agreement with Honeywell for the Phoenix G2 Fire Station alerting system products. The initial contract term is one year, with the option to renew for up to four additional one-year terms upon written request. Annual service costs may vary based on the value of the station alerting equipment and software. Adding equipment and software for Fire Station #4 will increase the annual cost.

GOAL

To obtain authorization to approve an agreement with Honeywell for software maintenance and hardware repair services related to station alerting.

COMMUNITY BENEFIT

To enable Public Safety to continue utilizing a proven, reliable station alerting system that supports effective emergency response and enhances service to the community.

SUMMARY OF RECOMMENDED ACTION

Authorize approval of an agreement with Honeywell for software maintenance and hardware repair services.

FISCAL IMPACT

The initial one-year service cost is \$29,220.85. Future annual costs may vary based on the number of stations occupied by the City during each contract year. The current cost reflects service for the current equipment and software, but this will increase with the addition of Fire Station #4. If the City elects to continue the services and occupies an additional station in the future, the annual cost will increase accordingly. Any cost increase is calculated as ten percent (10%) of the total cumulative sales price of all hardware, software, and other tangible goods or equipment purchased by the City. Funds are available in the Information Technology budget for FY 25-26. The maximum not to exceed amount over the 5 years is set at \$190,000.

Breakdown:

Year 1 - \$29,220.85

Year 2 - \$29,220.85 + Station 4

Years 3 to 5 = Year 2 cost (adjusted based on any additional equipment and software added in years 3-5)

RECOMMENDATION

Approval for Resolution 26-R-010

Attachments

Resolution 26-R-010 w attachment

RESOLUTION 26-R-010

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A SERVICE AND MAINTENANCE AGREEMENT WITH HONEYWELL FOR PUBLIC SAFETY STATION ALERTING SERVICES

WHEREAS, the Schertz IT Department has a need to enter into a service and agreement with Honeywell; and

WHEREAS, the Schertz IT Department purchases hardware, software, and equipment from Honeywell to help provide support services for station alerting for Fire Stations; and

WHEREAS, the Schertz IT Department has chosen Honeywell, a sole source vendor, for the agreement of service; and

WHEREAS, the City of Schertz will fund the purchase of Honeywell maintenance and repair services through the approved 2025-2026 annual IT Department budget.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes a service and maintenance agreement with Honeywell substantially as set forth in Exhibit A for station alerting services with a five year not to exceed amount of \$190,000.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the _____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

EXHIBIT A



US DIGITAL DESIGNS
by Honeywell

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made by and between Honeywell International Inc., through its US Digital Designs group (“Honeywell”), with its principal place of business at 1150 W. Grove Parkway, Suite 110, Tempe, Arizona 85283, and the following entity (“Customer”):

City of Schertz

Attn: Donney S. Martin – Public Safety Systems Administrator

1400 Schertz Parkway

Schertz, TX 78154

Email: dmartin@schertz.com

1. **Recitals.** Customer requires Honeywell to provide Software maintenance and Hardware repair services for the Phoenix G2 Fire Station Alerting System Products (as those terms are defined below) acquired and implemented by Customer. Honeywell has agreed to service the Customer’s System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the Parties hereby agree to the terms set forth in this Agreement.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- a. “Additional Services” shall have the meaning set forth in Section 9 below;
- b. “Application or App” shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.
- c. “Commencement Date” shall be **October 1, 2025**.
- d. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by Honeywell, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;
- e. “Emergency Support” means telephone access for Customer’s System Administrator” (as defined below) to Honeywell’s senior staff and engineers in the event of a Mission Critical Failure.

- f. “Mission Critical Failure” means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of Honeywell’s direct control does not constitute a Mission Critical Failure.
- g. “Services” shall have the meaning set forth in Section 3, below;
- h. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, customization requested by Customer, copies, documentation, and design data that are licensed to Customer by Honeywell;
- i. “System” means all Hardware and Software purchased by Customer either directly from Honeywell or authorized Honeywell Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer’s computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by Honeywell;
- j. “Term” means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 13 below.

3. **Honeywell Scope of Services.** During the Term of this Agreement, Honeywell agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the “Services”). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:00 MST, excluding Honeywell holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:00 MST, excluding Honeywell holidays;
- c. Emergency Support, available 24 hours per day, for Customer’s System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by Honeywell;
- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly

governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.

- f. Advance replacement of defective or malfunctioning Hardware (not otherwise covered under the Honeywell warranty applicable to the Hardware) subject to Honeywell's Return Material Authorization ("RMA") Process described below; and
- g. Ground shipping for the return of repaired Hardware.

4. **Claims.** Prior to requesting Services, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, either Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. Honeywell's technical support contact information can be found on Honeywell's web site: <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

5. **Advance Replacement of Hardware.** If a Hardware component requires repair during the Term, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Services must be used in the System to which this Agreement applies.

6. **Return Material Authorization Process.** If Customer makes a claim for an advanced replacement of a Hardware component during the Term, Customer shall provide Honeywell with the Hardware component model and serial number and failure information to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid ground shipping to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the hardware that Customer is returning. The original hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number. The original hardware must be shipped back within 10 days of receiving the replacement. Failure to return the original hardware will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

7. **No Fault Found.** Honeywell reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no fault. Customer understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or return because the Hardware is “old.” Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Hardware.

8. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer’s misuse or neglect of the System, damage arising from Customer’s failure to follow instructions relating to the product’s use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized Honeywell representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of Honeywell, use with non-Honeywell products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer’s site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in Honeywell’s sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer’s warranty, if any. Honeywell shall not be liable to provide Services at any time when Customer is in breach of any obligation to Honeywell under this Agreement or any other contract.

9. **Additional Services by Honeywell.** Except for the Services, all other acts or performances requested or required of Honeywell by Customer (“Additional Services”) will be charged at Honeywell’s then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer’s use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by Honeywell on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.

10. **Authorized Support Contacts.** In order to facilitate Honeywell’s delivery of the Services, Customer shall appoint a minimum of one and a maximum of three contact people who are each authorized to make use of the support services (“Authorized Contacts”). The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for Honeywell to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer’s network, hardware, and software systems. The Authorized Contacts must also have completed Honeywell product training.

At least one Authorized Contact should be available to assist Honeywell as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer's personnel or contractors including obtaining additional information from field or dispatch personnel, data network or communications system troubleshooting, and physical inspection or actions on the System components.

11. **Customer Facilitation of Services.** Customer will be responsible for providing the following:

- a. The provision of remote access to the System, as more specifically described in Section 12 below;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;
- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- e. The correct use of the System in accordance with Honeywell's operating instructions; and
- f. The security and integrity of the System.

12. **Remote Access.** Honeywell requires remote network access to Customer's system, including its Communications Gateways, Station Controllers, and other Honeywell-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable this the Customer will ensure that Customer will provide Honeywell support personnel VPN or similar remote network access to the System for Honeywell support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. Honeywell will only access Customer's System with the knowledge and consent of Customer.

- a. **Alternative to Network Access.** If Customer elects not to provide remote network access to the System, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access:
 - System software upgrades

- System software customization
 - Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices
 - Detailed log analysis
 - Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer
- b. Timely Access. Customer must ensure that remote access is available prior to notifying Honeywell of a support request. In the event that the remote access cannot be provided, Honeywell will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- c. Physical Security Tokens. Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If Customer requires the use of physical security tokens this may delay after hours service.

13. **Ongoing Service Term, Renewal and Termination.** The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year (“Initial Term”). Unless previously terminated as set forth in this Section, Customer may renew this agreement for four (4) additional one-year terms (each an “Additional Term”) by giving written notice of Customer’s intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the “Annual Fee” (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. Honeywell may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, Honeywell may terminate this Agreement immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to Honeywell shall be nonrefundable.

14. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a “Due Date”), Customer shall pay Honeywell an Annual Fee in advance for the Services and to be delivered hereunder (the “Annual Fee”). The Annual Fee shall be the product of the total cumulative sales price of all Hardware, Software, and other tangible goods or equipment provided to Customer at any time under any circumstances (“Base Amount”), multiplied by .10. Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and Services purchased in the future. Honeywell may calculate the Base Amount, determine the Annual Fee and invoice Customer therefore 45 days prior to the subject Due Date. Customer shall pay the Annual Fee on

or before the Due Date or 30 days after the date of the invoice, whichever is later. Late payments will be in accordance with the Texas Prompt Payment Act. Annual Fees are nonrefundable.

13. **Reinstatement.** If Customer elects not to renew this Agreement for any Additional Term or otherwise terminates this Agreement, Customer may reinstate this Agreement upon the following terms:

- a. Reinstatement of this Agreement must occur within five (5) years from the Initial Term or the last Additional Term elected by Customer, whichever occurs later. Honeywell reserves the right to reinstate older Systems or not reinstate newer Systems in its sole discretion.
- b. The multiplier for calculation of the Annual Fee shall increase by no more than 3 percentage points from the multiplier stated above. The multiplier for the new Annual Fee shall be at the sole discretion of Honeywell.
- c. Customer shall pay a Reinstatement Fee along with the Annual Fee prior to the Commencement Date. The Reinstatement Fee and Annual Fee shall be calculated using the new multiplier described above. The Reinstatement Fee shall be a sum equal to two times the new Annual Fee, provided, however, if the System has been out of service and support for one year or less, the Reinstatement Fee shall be the amount of the new Annual Fee. The Reinstatement Fee is non-refundable.
- d. If Customer reinstates this Agreement and then declines to renew this Agreement for an Additional Term or otherwise terminate this Agreement, the System shall be deemed by Honeywell to have been abandoned by Customer. Honeywell will not provide further Services for the System, and Customer will not be allowed to reinstated service and support of the System through another Service Agreement.

14. **Exclusions and Limitations.** Honeywell warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. Honeywell does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. Honeywell is not responsible for damage arising from Customer's failure to follow instructions relating to the System's use. This Agreement does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Agreement does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Agreement. This Agreement does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-Honeywell products; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) a Product or part that has

been modified to alter functionality or capability without the written permission of Honeywell; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If Honeywell cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT AND SERVICE CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS SERVICE AGREEMENT. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF HARDWARE UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE OF THE HARDWARE PAID BY CUSTOMER TO HONEYWELL (i) GIVING RISE TO THE CLAIM OR (ii) PROCURED BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTION OR RE-PERFORMANCE OF THE DEFECTIVE SERVICES OR REFUND OF FEES PAID FOR THE SERVICES, AT HONEYWELL'S SOLE ELECTION, IF CUSTOMER NOTIFIES HONEYWELL IN WRITING OF DEFECTIVE SERVICES WITHIN NINETY (90) DAYS OF THE DEFECTIVE SERVICES. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. Honeywell disclaims any representation that it will be able to repair any hardware under this Service Agreement or make a product exchange without risk to or loss of the programs or data stored thereon.

15. **Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither Honeywell nor Customer will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "**Force Majeure Event**" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a Party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The Party unable to fulfill its obligations due to Force Majeure will promptly:

- a. notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. use responsible efforts to mitigate and/or perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed or for any other period as the Parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, Honeywell may provide notice to Customer that it is cancelling this Service Agreement.

16. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity, or entities actually referred to require.

17. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

18. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any Party executes this Agreement. The Parties acknowledge that they will be bound by signatures on this document which are made via electronic means (i.e., DocuSign) and which are transmitted by mail, hand delivery, facsimile and/or any other electronic method (email or otherwise) to the other Party. Such electronic signatures will have the same binding effect as any original signature, and electronic copies will be deemed valid.

19. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the Parties.

20. **Review.** The Parties acknowledge that they have had an adequate opportunity to review this Agreement, as well as the opportunity to consult legal counsel regarding this Agreement. Accordingly, the Parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

21. **Assignment.** The Parties shall not assign, in whole or in part, the Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Honeywell may freely transfer its rights under this Agreement in the event of a sale or transfer of all or substantially all of its assets or stock. Each Party binds itself, its successors, assigns, executors, administrators, or other representatives to the other Party hereto and to successors, assigns, executors, administrators, or other representatives of such other Party in connection with all terms and conditions of this Agreement.

22. **Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

23. **Customer Representative.** The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery, and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation, or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

City of Schertz

Honeywell International Inc.

By: _____
Name: _____
Its: _____
Date: _____

By _____
Susheel Tenguria
General Manager / USDD group
Date: _____

CITY OF SCHERTZ
ADDITIONAL REQUIRED TERMS AND CONDITIONS

(A) *Subletting.*

The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.*

The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Non-Collusion.*

Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

(D) *Non-Boycott of Israel.*

Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(E) *Non-Boycott of Energy.*

Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

(F) *Non-Boycott of Firearm Entity.*

Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(G) *Access to Premises.*

Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to perform the obligations of the Contractor regarding such facilities. Contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(H) *Dispute Resolution.*

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

(I) *Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.*

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

(J) *Payments Subject to Future Appropriation.*

This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

1. All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.
2. The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.
3. In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.

(K) *Governing Law; Venue*

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Guadalupe County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Guadalupe County, Texas.

SCHERTZ PURCHASING DEPARTMENT

SOLE SOURCE PURCHASE REQUEST FORM

This form must be completed for each requisition/contract that provides for proprietary (sole source) acquisition of goods and services valued at a total amount of \$3,000.00 or more. Approved sole source will be valid for a period of two (2) years unless otherwise noted.

Vendor: _____
Product/Service: _____

1. Unique Features. What is the ONE unique feature that this product offers that no other product offers.

2. Special Needs. Briefly explain why the ONE unique features (above) is required for City of Schertz

3. Other Sources. State the reason or reasons why competing products are not satisfactory, e.g. a justification for the proprietary (sole source) acquisition:

4. Check all entries below that apply to the proposed purchase.

(More than one entry will apply to most sole source products/services requested).

Sole Source request is for the original manufacturer or provider, there are no regional distributors. (Attach the manufacturer's written certification that no regional distributors exist.)

Sole Source request is for the only area distributor of the original manufacturer or provider.

The part/equipment are not interchangeable with similar parts of another manufacturer. (Explain in Section 2: Special Needs)

This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Explain in Section 2: Special Needs)

Other: Additional justification is attached

The undersigned requests that Texas Local Government Code §252.021 Competitive Bidding and Competitive Proposal Requirements be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Department Head Signature *Dawniopia Hardin*

Date

Purchasing Manager Signature *Daniel Ellenburg*

Approved

Denied

Date





US DIGITAL DESIGNS
by Honeywell

Honeywell International Inc.
Through its US Digital Designs group
1150 W. Grove Parkway, Suite 110
Tempe, Arizona 85283
Phone: (602) 687-1730

January 6, 2026

City of Schertz
1400 Schertz Parkway
Schertz, TX 78154

RE: Phoenix G2 - Station Alerting System – Sole Source Manufacturer Statement

To Whom It May Concern:

The City of Schertz (“City”) uses the Phoenix G2 fire Station Alerting System (“System”) which allows City to be dispatched by the City of San Antonio Fire Department and provides automated voice dispatching through City’s radio system and at City’s individual fire stations. The System allows for zoning so that only assigned units are alerted in a station, and stations are alerted through both visual and audio means. Transmissions of alerts are done in milliseconds and have proven to reduce response times. City’s Fire Department has determined that utilizing the System at its stations is the best solutions to meet the objections of City and provide the most value to the community.

Honeywell International Inc., through its US Digital Design group, is the sole manufacturer of the Phoenix G2 Fire Station Alerting system, including all hardware and software. The System is proprietary in nature and integrates with the San Antonio dispatch Center used by City allowing delivery of fast and reliable alerts. No other company can provide a compatible system capable of being implemented in parallel with the current system. Moreover, as the manufacturer, Honeywell s able to offer the lowest factory-direct pricing to City. No distributor of the Phoenix G2 System is able to provide pricing at a lower price. In addition, with the exception of certified installation companies authorized to perform “installation only” services, no other organization or entity is able or authorized to service and/or support our station alerting systems.

Please let me know if I can answer any additional questions. Thank you for the opportunity to support your community.

Best Regards,

Susheel Tenguria
General Manager

CITY COUNCIL MEMORANDUM

City Council Meeting: February 03, 2026
Department: Executive Team
Subject: Discuss Action Plan for ICSC 2026 in Las Vegas (S.Williams/S.Wayman)

BACKGROUND

For the last three years, City staff and elected officials have attended the International Council of Shopping Centers (ICSC) conference in Las Vegas, NV. This is styled as the Largest Commercial Real Estate Event of each year, where participants are exposed to over 25,000 decision makers over three days. The objectives are deal making, networking, and attending cutting-edge content sessions, in hopes of successfully attracting retail development to Schertz.

Over the years, we have had varying degrees of success, with the most recent (2025) bearing the most fruit. Our strategy included utilizing a team of four, consisting of the Executive Director of Economic Development, Assistant Director of Economic Development, City Manager, and Mayor, to attend as many meetings as possible with potential developers and retailers. Over two and a half days, we were able to meet with 16 different developers/retailers, which was exponentially higher than the prior two years and has led to several ongoing prospective conversations, as well as helped with closing pending deals. We believe that covering as much ground as possible as quickly as possible in small teams is the most effective strategy. In many cases, the meetings at the conference were followed by subsequent meetings once we were back in Texas.

The intent of this item is to gauge the Council's interest in attending the 2026 ICSC conference, as one member has already expressed such an interest.

CITY COUNCIL MEMORANDUM

City Council Meeting: February 03, 2026
Department: Engineering
Subject: Ordinance 26-M-002 - Conduct a public hearing to consider amending Chapter 90 Article V. Water and Wastewater Capital Recovery Fees, Section 90-142 Definitions, Capital Improvement Advisory Committee (CIAC) definition. (B.James/K.Woodlee)

BACKGROUND

In the last legislative session, the Texas State Legislature passed updated requirements regarding Capital Improvement Advisory Committee's (CIAC) for local governments. These updated requirements helped detail the minimum number of committee members for the committee and who was eligible to be a member of the local CIAC. This ordinance update will revise the City's ordinance to match these updates from the State and will keep the City in compliance.

GOAL

To amend the City of Schertz ordinances as it relates to the Capital Improvements Advisory Committee (CIAC) and its members in order to comply with new updated state requirements.

COMMUNITY BENEFIT

It is City of Schertz's intent to update this ordinance to remain in compliance with updated regulations from the State Legislature and allow the City to continue to collect funds from new developments to help fund Capital Improvements.

SUMMARY OF RECOMMENDED ACTION

Staff Recommends approval of Ordinance 26-M-002.

FISCAL IMPACT

There is no funding obligation associated with this ordinance.

RECOMMENDATION

Approve Ordinance 26-M-002.

Attachments

Ordinance 26-M-002 w attachment
redline of ordinance

ORDINANCE 26-M-002

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING CHAPTER 90 ARTICLE V. WATER AND WASTEWATER CAPITAL RECOVERY FEES, SCHERTS CODE OF ORDINANCES, SECTION 90-142 – DEFINITIONS, CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

WHEREAS, Texas State legislature passed updates at the last legislative session amending local government code Chapter 395 and the requirements for local Capital Improvement Advisory Committee's (CIAC) regarding the minimum committee size and who is allowed to be part of this committee; and

WHEREAS, the Capital Improvement Advisory Committee (CIAC) for the City of Schertz assists with the approval and planning of how impact fees are used; and

WHEREAS, the City of Schertz, collects impact fees from new developments to finance needed Capital Improvements that support these new developments; and

WHEREAS, the City ordinance needs updated to remain in compliance with the updates from the Texas State legislature to continue to collect impact fees from new developments to help fund public infrastructure improvements; and

WHEREAS, on February 3, 2026 the City Council conducted a public hearing and after considering the matter, determined that the proposed amendment are appropriate.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City shall amend Chapter 90 Article V. Water and Wastewater Capital Recovery Fees, Section 90-142 Definitions, Capital Improvement Advisory Committee (CIAC) definition as set forth on Exhibit A hereto.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 3. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 4. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject

matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 7. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED AND APPROVED on the _____ day of _____, 2026.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

EXHIBIT "A"

PART II - CODE OF ORDINANCES

Chapter 90 - UTILITIES

ARTICLE V. WATER AND WASTEWATER CAPITAL RECOVERY FEES

ARTICLE V. WATER AND WASTEWATER CAPITAL RECOVERY FEES

DIVISION 1. GENERALLY

Sec. 90-142. Definitions.

Capital improvements advisory committee (advisory committee) means an advisory committee, consisting of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 50 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

PART II - CODE OF ORDINANCES
Chapter 90 - UTILITIES
ARTICLE V. WATER AND WASTEWATER CAPITAL RECOVERY FEES

ARTICLE V. WATER AND WASTEWATER CAPITAL RECOVERY FEES¹

DIVISION 1. GENERALLY

Sec. 90-142. Definitions.

Capital improvements advisory committee (advisory committee) means an advisory committee, consisting of ~~the planning and zoning commission, including one regular or ad hoc member who is not an employee of the city and is a representative of the real estate, development, or building industries, and including one member representing the extraterritorial jurisdiction of the city if fees are to be assessed in the extraterritorial jurisdiction; which committee is appointed to regularly review and update the capital improvements program in accordance with the requirements and functions described in the act.~~ not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 50 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.