MEETING OF THE
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL BOARD OF DIRECTORS
WEDNESDAY, DECEMBER 7, 2016 - 12:00 NOON

LRGVDC MAIN CAMPUS – KEN JONES EXECUTIVE BOARD ROOM
301 W. RAILROAD STREET, WESLACO, TEXAS
PRESIDING: MAYOR TONY MARTINEZ, PRESIDENT

1. Call to Order & Roll Call ................................................................. President
   A. Invocation
   B. Pledge of Allegiance

2. Consider Approval of October 26, 2016 Meeting Minutes .................................................. President

3. Administration .................................................................................. President
   A. Report(s) from Legislative Delegation
   B. Public Comment
   C. Consider Appointment of Annual Work Program & Budget Committee .................. President

4. Consider Time and Date for Joint Annual Work Program & Budget and
   Nominating Committee Meeting .............................................................. President

5. Presentation and Possible Action RE: Changing from TexPool to TexPool Prime ........ Ed Sanchez
   Vice President
   TexPool

ACTION ITEM

ACTION ITEM

ACTION ITEM
F. Executive Director Report ................................................................. Ron Garza
    Executive Director

| ACTION MAY BE TAKEN ON ANY OF THE FOLLOWING ITEMS |

1. LRGVDC Updates & Activities

2. Consideration of Regional Rail Coalition Advisory Committee

3. Large City Coalition Meeting - November 1st

4. Regional Spot Light
   a. Regional Active Tourism & Transportation Plan ......................... Ramiro Gonzalez
      Asst Dir of Planning
      City of Brownsville
   b. RGV Partnership / Rio South Texas Economic Development .......... Sergio Contreras,
      RGV Partnership CEO
      Matt Ruszczak
      RSTEC, Executive Director

4. Report from 9-1-1 Department ......................................................... Sergio Castro
    Director

   A. Program Status Reports
      1. Location Validation Program
      2. Database Program
      3. Mapping Program
      4. System and Public Safety Answering Point (PSAP) Operations Program
      5. Public Education/Training

5. Report from Area Agency on Aging ............................................... Jose L. Gonzalez
    Director

   A. Program Status Report
      1. Annual Program Performance for Fiscal Year 2016

6. Report from Economic Development Department ............................ Terrie G. Salinas
    Director

   A. Economic Development Administration (EDA)
      1. Consider Approval of PACE Resolution for Cameron, Willacy, and Hidalgo Counties

   ACTION ITEM
2. Consider Approval of PACE Interlocal Agreements between Cameron, Hidalgo, and Willacy Counties and LRGVDC

   ACTION ITEM

3. Consider Approval to Amend the Professional Services Agreement by and between LRGVDC and Texas Property Assessed Clean Energy Authority to Include Hidalgo County

   ACTION ITEM

7. Report from Hidalgo County Metropolitan Planning Organization (HCMPO) ........................................ Andrew Canon Director
   A. Status Update

8. Report from Homeland Security ........................................................................................................ Manuel Cruz Director
   A. Act upon Homeland Security Program Recommendations
      1. Consider Approval RE: FY 2017 LRGVDC Homeland Security Grant Program Conditionally Approved Jurisdictions, Ranking, and Funding Amounts

         ACTION ITEM

      2. Consider Approval RE: Allocation of 25% for LRGVDC Homeland Security Program

         ACTION ITEM

      3. Program Status Reports
         a. Homeland Security Grant Programs
         b. Citizen Corps Program (CCP)/Preparedness
         c. FY2015 Homeland Security Grant Program
         d. FY2016 Homeland Security Grant Program
         e. FY2017 Homeland Security Grant Program

   B. Criminal Justice Program
      1. Program Status Report
         a. Criminal Justice Division (CJD) Planning
9. Report from Regional Planning & Services ................................................................. Marcie Oviedo
   Director
   
   A. Environmental Resources

      1. Water Resources

         a. Program Activity and Status Report (Region M)

   2. Solid Waste Management

      a. Consider Approval of Solid Waste Advisory Committee Membership Appointments

         ACTION ITEM

      b. Program Status Report on Solid Waste Program Activities

   B. HUD Disaster Recovery Funding

      1. Presentation on Stormwater Drainage Planning for the Colonias of the Lower RGV .......... Raul Garcia
         Senior Project Manager
         Halff Associates, Inc.

      2. Program Status Report on 2nd Round Disaster Recovery Funding

         a. Multi-Family Rental Program
         b. Single Family Rental Program
         c. Multi-Family 2nd NOFA
         d. Rapid Recovery Pilot Program
         e. Housing Assistance Program (HAP)
         f. Homeowner Opportunity Program (HOP)

   10. Report from Regional Police Academy and Training Center ........................................ Glenda Garcia
       Assistant Director

       A. Status Reports from Regional Police Academy

          1. Basic Peace Officer Academy
          2. Training Courses Reported (October 2016)
          3. November 2016 Training Courses
          4. Regional Police Academy & Training Center
          5. Academy Graduation Dates
11. Report from Valley Metro ........................................................................................................................................... Tom Logan
   Director

   A. Rural and Urban System

      1. Program Status Reports

         a. Ridership Report
         b. Regional Transportation Advisory Panel (RTAP) Activity

12. Old or New Business .................................................................................................................................................. President

   A. Reservoir Levels

13. Adjourn .................................................................................................................................................. President

* REMINDER *
Next Meeting Date:
Wednesday, January 25, 2017

Agenda items may be considered, deliberated and/or acted upon in a different order than numbered above.

The Board of Directors of the Lower Rio Grande Valley Development Council (LRGVDC) reserves the right to adjourn into Executive (Closed) Session at any time during the course of this meeting to discuss any of the items listed on this agenda as authorized by the Texas Open Meetings Act, Chapters 551.071, 551.072, 551.073, 551.074, and 551.075, Texas Government Code. No final action will be taken in Executive Session.

PUBLIC INPUT POLICY

Public Input Policy: “At the beginning of each LRGVDC meeting, the LRGVDC will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. All individuals desiring to address the LRGVDC must be signed up to do so, prior to the open comment period. The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the LRGVDC. For issues or topics which are not otherwise part of the posted agenda for the meeting, LRGVDC members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations (3 minutes) applies.”
President Tony Martinez called the meeting to order at 12:04 p.m. and asked for the roll to be called. Upon conclusion of roll call it was ascertained that a quorum of the Board was present. The President then moved to item 2. – Consider Approval of August 24, 2016 Meeting Minutes. Executive Director Ron Garza stated that there was a revision to the August 24 minutes since they were distributed to the Board in September. The revision is an additional sentence on page 4, paragraph 3, at the end of line 3 and reads: “The record reflects that Mayor Chris Boswell did not participate in Executive Session”. Mayor Celeste Sanchez made a motion to approve the August 24, 2016 meeting as revised. Mayor Pro-tem Pilar Garza seconded the motion, and upon a vote the motion carried unanimously.

Upon conclusion of action on the minutes President Martinez moved to item 3.A. - Report from Legislative Delegation, however no reports were provided. The President then moved to item 3.B. – Public Comment and recognized Mr. Steve Taylor, reporter for the Rio Grande Guardian who informed the Board that a forum called RGV Legislative Preview is scheduled at the Weslaco Public Library Auditorium on November 15, 2016 at 6:30 pm. LRGVDC Executive Director Ron Garza is one of five speakers scheduled for this event. Mr. Garza will highlight the 2017-2022 Regional Strategic Plan. Other speakers include: Veronica Gonzalez, Vice President of UTRGV; Michael Seifert, Network Weaver of RGVEVN; Sergio Contreras, President of RGV Partnership; and Matt Ruszczak, Executive Director of RESTEC. Mr. Taylor encouraged the Board to attend this important event.

President Martinez then moved to item 3.C. – Consider Ratification of Executive Committee Approval RE: LRGVDC 2015 Annual Audit. The Hon. Norma G. Garcia made a motion to ratify Executive Committee approval of the LRGVDC 2015 Annual Audit. Mr. Ron Mills seconded the motion, and upon a vote the motion carried unanimously.

The President next moved to item 3.D. – Consider Ratification of Executive Committee Approval RE: Assisted Living Facility (ALF) Coverage Agreement. Mayor Pro-tem Norie Gonzalez Garza made a motion to ratify Executive Committee approval of the Assisted Living Facility Coverage Agreement. The Hon. Norma G. Garcia seconded the motion, and upon a vote the motion carried unanimously.

President Martinez next moved to item 3.E. – Consider Scheduling Nominating Committee Meeting to Fill Vacancies RE: Secretary Seat and Member-at-Large (Membership). Mr. Garza informed the Board that there are currently two vacancies on the Board of Directors: one as a Board
Member and one as the Secretary on the Executive Committee and explained that the City of Edinburg has appointed Councilman Homer Jasso, Jr. in place of Councilman Richard Molina. Councilman Molina held the Secretary’s seat and the office goes with the individual, not the entity, which leaves this vacancy on the Executive Committee. Mr. Steve Brewer has resigned his seat as a Member-at-Large of the Membership reducing the Board from twenty-six members to twenty-five. Action by the Membership is required in order to fill both of these vacancies. The next regular meeting of the Membership is scheduled for January 2017 when they consider action on the Annual Work Program and Budget. In order to fill these vacancies Mr. Garza suggested combining a Nominating Committee meeting with the Annual Work Program & Budget Committee meeting in mid-January. In addition to recommendations on the Annual Work Program and Budget, the joint committee would bring recommendations to the Membership on three nomination items: 1) Appoint a new Member-at-Large to the Membership, 2) Select a Member-at-Large to fill the vacancy on the Board of Directors, and 3) Nominate a Board Member as Secretary. All three of these nominations would be to complete the 2016-2017 term of each seat. Another option is to leave these positions vacant until the May Membership Meeting. President Martinez recommended filling the vacancies. **Mayor Henry Hinojosa made a motion to take these items to a joint Nominating/Annual Work Program & Budget Committee meeting to develop a recommendation to bring before the Membership in January 2017. **Mayor Celeste Sanchez seconded the motion, and upon a vote the motion carried unanimously.

President Martinez next moved to item 3.F. – Consider Appointment of Board Designees and alternates to Texas Association of Regional Councils (TARC) and Corporation for Texas Regionalism (CTR). **The Hon. Norma G. Garcia made a motion to appoint Mr. Javier De Leon as the designee to represent LRGVDC on the TARC Board of Directors and Mayor Jim Darling as his alternate; and to appoint Mayor Darling as the designee to represent LRGVDC on the CTR Board of Directors and for Mr. De Leon to serve as his alternate.** Mayor Celeste Sanchez seconded the motion, and upon a vote the motion carried unanimously.

The President next moved to item 3.G. – Consider Annual Adoption of Investment Policy. Finance Director Crystal Balboa was recognized and stated that the policy had been provided to the Board and that she recommends re-adopting. **Commissioner Sofia Benavides made a motion to adopt the Annual Investment Policy as presented.** Mayor Pro-tem Pilar Garza seconded the motion, and upon a vote the motion carried unanimously.

President Martinez next moved to item 3.H. – Presentation of Quarterly Investment Report. **Mr. Arturo Ramirez made a motion to approve the Quarterly Investment Report as presented.** Mr. Ron Mills seconded the motion, and upon a vote the motion carried unanimously. Upon conclusion of action Ms. Balboa informed the Board that she followed up on their request to look into the possibility of switching from TexPool to TexPool Prime in order to earn more interest. Ms. Balboa contacted Mr. Ed Sanchez with TexPool and he offered to give a presentation at the next Board meeting on the process of switching from TexPool to TexPool Prime. Changing would involve consideration of a resolution packet and other items that should be thoroughly vetted and considered by the Board and/or the Executive Committee prior to taking action.

The President moved next to item 3.I. – Consider Dates for November and December Board Meetings. Mr. Garza suggested scheduling the next Board meeting on Wednesday, December 7, 2016, the first week in December, which fits nicely between Thanksgiving and Christmas. **The Hon. Norma G. Garcia made a motion to schedule the next meeting on Wednesday, December 7, 2016 at 12:00 noon, and to not schedule a meeting in November.** Mr. Ron Mills seconded the motion, and upon a vote the motion carried unanimously.
The President then moved to item 3.J. – Executive Director Report and recognized Mr. Garza to address the following items:

1. Strategic Plan/Transportation Discussion Event (October 27)
   Mr. Garza announced that the Regional Strategic Plan (RSP) will be unveiled to an event that legislators and transportation providers have been invited to. The RSP will be used as the basis for a discussion around transportation. All public transportation providers in this region are operating at capacity, and these discussions will lay the framework for additional resources. Mr. Garza invited the Board to attend the event that will begin at 2:00 p.m.

2. Conference Activities
   Mr. Garza informed the Board that on October 7 he spoke at South Texas College’s Innovation Conference. He was in San Antonio during the third week of October to attend the National Association of Development Organizations (NADO) Annual Training Conference. During the conference, on October 18 he attended the President’s Award Dinner at which former Executive Director Ken Jones received the President’s Award for Lifetime Achievement in Public Service. Additionally, last week Mr. Garza spoke at the governors’ small business forum in Brownsville.

3. Large Cities Coalition (Upcoming Meeting – November 1)
   Mr. Garza reminded those Board Members who are also on the Large Cities Coalition that the meeting is scheduled for Tuesday, November 1 and that it will be a Marketing Workshop to provide options on how to promote the Rio Grande Valley in a positive light.

4. Regional Spot Light
   a. McAllen Chamber of Commerce
      Mr. Garza turned the floor over to Mr. Steve Ahlenius, President & CEO of McAllen Chamber of Commerce. Mr. Ahlenius informed the Board that two years ago he was at an event with UTRGV, City of Edinburg and the City of McAllen and out of that event Mayor Jim Darling suggested that instead of individual cities going separately to Rio Grande Valley Day at the Capitol that the cities should go as a region to have strength in numbers. He then summarized issues that were developed over the last six months that will be discussed with legislators. The McAllen Chamber is organizing a group trip to Austin on February 7, 2016 for Rio Grande Valley Day in Austin and has invited all Valley Cities. He explained sponsorship opportunities and the cost for individuals to attend as well as various topics that will be discussed at the Capitol.

Upon conclusion of Administration items President Martinez moved to item 4. – Report from 9-1-1 Department and recognized Program Director Sergio Castro. Mr. Castro stated that the regular status reports were on the Board tablets and pointed out that the Public Education and Training Departments have been combined. He announced that the local GIS Day will be held at the McAllen Convention Center on November 18 and that Healthy Dispatcher Telecommunicator Training will be held at the 9-1-1 offices on November 21 – 23 and is open to local entities at no cost.
President Martinez next moved to item 5. – Report from Area Agency on Aging and recognized Program Director Joe Gonzalez. Under item A. – Act upon Area Agency on Aging (AAoA) Advisory Council Recommendations, Mr. Gonzalez addressed the following action items:

1. Consider Approval of Memorandum Of Understanding (MOU) with Life ElderCare (Home Delivered Meal Program)
   Mr. Gonzalez informed the Board that Life ElderCare is a Meals-on-Wheels program in Fremont, California. They are in the process of applying to the MacArthur Foundation for a $100 million grant to implement a specialized home delivered meals program. Life ElderCare staff contacted the Area Agency on Aging because they want to have a cross section of the county represented in this project. The Area Agency on Aging’s participation in the hospital readmission project and partnership with the hospitals is what they are interested in and why they would like LRGVDC staff to participate in this program. The Area Agency on Aging Advisory Council recommends approval of this item. Mr. Arturo Ramirez made a motion to approve the MOU with Life ElderCare as presented. Mayor Pro-tem Pilar Garza seconded the motion, and upon a vote the motion carried unanimously.

2. Consider Approval to Authorize LRGVDC Executive Director to Sign all Applications and Agreements for CDBG Funding
   Mr. Gonzalez informed the Board that the Advisory Council recommends approval to authorize Executive Director Ron Garza to sign all Community Development Block Grant (CDBG) applications and contracts on behalf of the Area Agency on Aging. This action is meant to satisfy a requirement from the cities that want to know who has the signatory authority for the organization. The Hon. Norma G. Garcia made a motion to authorize LRGVDC Executive Director Ron Garza to sign all CDBG applications and contracts on behalf of the Area Agency on Aging as recommended by the Advisory Council. Mayor Henry Hinojosa seconded the motion, and upon a vote the motion carried unanimously.

3. Consider Approval to Authorize Area Agency on Aging to Submit Categorical Transfer Waiver to HHSC
   Mr. Gonzalez stated that the Older Americans Act limits the amount of funds that can be transferred from the congregate meal (Title III-C1) category to the support services (Title III-B) category to 30%. Throughout the years the need for additional support services has increased yet the appropriations have had minimal increases compared to the meal programs. Title III-B funds support programs such as: case management, ombudsman, legal assistance/awareness, information, referral, and assistance, transportation, residential modifications, homemaker, health maintenance, evidence-based interventions, and senior center operations. Mr. Ron Mills made a motion to authorize the Area Agency on Aging to submit a Categorical Transfer Waiver to HHSC. Mayor Pro-tem Pilar Garza seconded the motion, and upon a vote the motion carried unanimously. Upon conclusion of action Mr. Gonzalez stated that the regular status report was on the Board tablets for review.

President Martinez next moved to item 6. - Report from Economic Development Department and recognized Program Director Terrie Salinas who addressed item 1. – Consider Request from Weslaco Economic Development Corporation to be Grant Administrator for the Center for Innovation and Commercialization. Ms. Salinas reported that last month the Weslaco EDC and the University of Texas Rio Grande Valley (UTRGV) accepted and signed the Economic Development
Administration’s (EDA) Financial Assistance award for building and construction of the Center for Innovation and Commercialization (CIC). The CIC will provide businesses with incubator space while creating an entrepreneurial eco-system that will provide the resources for new venture candidates. It will provide students with training in entrepreneurship-related courses and the technical, financial, and entrepreneurial support to start a business. For businesses that demonstrate a strong entrepreneurial spirit and a sound understanding of the venture process the CIC will also help prepare their pitch to potential investors.

The Lower Rio Grande Valley Economic Development District (LRGVEDD) has received a request from the Weslaco EDC to help them administer this grant. As per the EDA program, economic development districts are eligible to administer EDA grants and charge this cost to the grant project. The administrative assistance provided to the grantee by the LRGVEDD is an excellent opportunity for cities to save their revenue and staff time so they can plan for other developments or city projects. Staff has prepared a contract for professional services for consideration. Ms. Salinas turned the floor over to Ms. Marie McDermott, Weslaco EDC Executive Director, who stated that this is a big project and that the LRGVDC is a huge help to get the project off the ground and to see it through to completion.

**Mayor Henry Hinojosa made a motion to approve the request from Weslaco EDC for the LRGVDC to be the grant administrator for the CIC. Mr. Ron Mills seconded the motion, and upon a vote the motion carried unanimously.** Upon conclusion of action Ms. Salinas summarized the status report on the Regional Small Cities Coalition.

President Martinez then moved to item 7. – Report from Hidalgo County Metropolitan Planning Organization (HCMPO). Mr. Garza was recognized and reported that at the last Policy Committee meeting TxDOT presented framework of a proposal for possible government guidance for the MPO merger. He also informed the Board that the HCMPO staff is available for any legislative agenda items to provide technical assistance in terms of generating priority discussions.

President Martinez next moved to item 8. – Report from Homeland Security and recognized Program Director Manuel Cruz. Regarding item A.1. – Consider Approval RE: Regional Homeland Security Planning Project Resolution 09-01-2017 – 08-31-2018, Mr. Cruz stated that as required by the Homeland Security Grant Divisions (HSGD) grant guidelines, applications from non-profit organizations, local governments, and other political subdivisions must include a resolution in their eGrants application. **Mr. Ron Mills made a motion to approve the Regional Homeland Security Planning Project Resolution 09-01-2017 – 08-31-2018 as presented. Mayor Celeste Sanchez seconded the motion, and upon a vote the motion carried unanimously.** Upon conclusion of action Mr. Cruz gave the status reports for the Homeland Security Program and the Criminal Justice Program.

The President next moved to item 9. – Regional Planning & Services and recognized Program Director Marcie Oviedo who stated that there were no action items for her programs and that the status reports for Environmental Resources and the HUD Disaster Recovery Funding programs were on the Board tablets for review.

President Martinez next moved to item 10. – Report from Regional Police Academy and Training Center and recognized Mr. Garza. He informed the Board that he sent out a press release announcing that the first Police Academy had begun, and that Mr. Cruz is the interim training coordinator. He thanked the cities of Edinburg, Mission, McAllen, and Harlingen for their support to the Regional Police Academy.

The President next moved to item 11 - Report from Valley Metro and recognized Program Director Tom Logan. Mr. Logan stated that the regular status reports were on the Board tablets for review.
and announced that there has been a 13% increase in ridership and that Valley Metro has reached a major milestone this year by surpassing 500,000 in ridership. Mr. Logan also announced that the kick off for the Regional Transportation Advisory Panel and consultants will work on it.

President Martinez then moved to item 12. – Old or New Business; there being none Mayor Celeste Sanchez made a motion to adjourn; Commissioner Sofia Benavides seconded and the meeting was adjourned at 12:54 pm.

____________________________
Mayor Tony Martinez, President

ATTEST:

________________________________
Deborah Morales, Recording Secretary
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

2016 - NOMINATING COMMITTEE

Mayor Tony Martinez, City of Brownsville, Chair
Commissioner Sofia Benavides, Cameron County
Commissioner Eduardo "Eddie" Cantu, Hidalgo County
Judge Aurelio Guerra, Willacy County
Commissioner Pilar Garza, City of Alamo
Mayor Irene Muñoz, City of Donna
Commissioner Danny Guzman, City of Edcouch
Council Member Homer Jasso Jr., City of Edinburg
Mayor Chris Boswell, City of Harlingen
Mayor Jim Darling, City of McAllen
Mayor Henry Hinojosa, City of Mercedes
Mayor Pro-tem Norie Gonzalez Garza, City of Mission
Mayor Ambrosio "Amos" Hernandez, City of Pharr
Mayor Celeste Sanchez, City of San Benito
Mayor San Juanita Sanchez, City of San Juan
Mayor David Suarez, City of Weslaco
Hon. Norma G. Garcia, Member-at-Large, Member-at-Large
Mayor Pro-tem Eddy Gonzalez, Member-at-Large
ITEM 6

ECONOMIC DEVELOPMENT DEPARTMENT
6. Report from Economic Development Department

   A. Economic Development Administration (EDA)

      1. Consider Approval of PACE Resolutions for Cameron, Willacy, and 
         Hidalgo County

      Attached are copies of the Resolution Establishing a PACE Program for 
      Cameron, Willacy and Hidalgo County. The resolution for Cameron 
      County was approved on January 12th and Willacy County was approved 
      January 14th. The resolutions were approved unanimously pending legal 
      opinion therefore; the LRGVDC did not take action to approve the 
      resolutions that month. On November 15th, Hidalgo County unanimously 
      approved the resolution to establish a PACE Program and since the other 
      two resolutions were finally cleared by their legal departments, staff would 
      like to request that all three resolutions be approved. Approving all three 
      resolutions will officially make the LRGVDC the first and probably the only 
      Council of Governments to have the entire region designated as a PACE 
      District. On behalf of valley businesses, we thank the Board for all of its 
      support since its initial introduction back in August, 2013. Board Action is 
      required.

      ACTION REQUIRED
Resolution No. 2016R01001
CAMERON COUNTY COMMISSIONERS COURT
RESOLUTION ESTABLISHING THE CAMERON COUNTY PACE PROGRAM

STATE OF TEXAS

COUNTY OF CAMERON

WHEREAS, the 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the "PACE Act"), which allows the governing body of a local government, including a county, to designate an area of the territory of the local government as a region within which an authorized local government official and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease energy or water consumption or demand;

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, agricultural, and large multifamily residential real property in Cameron County will further the goals of energy and water conservation without cost to the public;

WHEREAS, the Commissioners Court finds that third-party financing of energy and water conserving projects through contractual assessments maintained by Cameron County ("PACE financing") furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, conserving water resources, and reducing greenhouse gas emissions;

WHEREAS, the Commissioners Court adopted a Resolution of Intent to establish a PACE program for Cameron County on September 10, 2015, including a reference to the report on the proposed program prepared as required by Section 399.009 of the PACE Act and made the report available to the public on the Cameron County website and for inspection in the County office;

WHEREAS, the public hearing required by Section 399.008(a)(2) at which the public could comment on the proposed program, including the report available for public inspection as mentioned above occurred October 29, 2015 at the Harlingen Public Library, 410 76 Drive, Harlingen, TX 78550 for Cameron and Willacy Counties as authorized by Section 399.017(b) of the PACE Act, hosted by the Lower Rio Grande Valley Development Council ("Council");

WHEREAS, the Commissioners Court finds that administration of the Cameron PACE program by the Council, which will be compensated by application and administration fees paid by the participating property owners, will enable the program to be administered without use of County resources, will assure the objectives of impartiality and confidentiality of owner information, and will be convenient and advantageous to Cameron County; and
WHEREAS, the PACE program administered by the Council on behalf of Cameron County and the other County and Municipality members of the Council will enable citizens of the valley access PACE using the same processes and documents under one administrator and benefit from the simplicity and uniformity throughout the valley;

NOW THEREFORE, be it resolved by the Commissioners Court of Cameron County that:

1. **Recitals.** The recitals to this Resolution are true and correct and are incorporated into this Order for all purposes.

2. **Establishment of Program.** Cameron County hereby adopts this Resolution Establishing the Cameron PACE Program and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose and is convenient and advantageous to Cameron County and its citizens. The program will be called Valley Property Assessed Clean Energy (“Valley PACE”) and is herein called “the Program.”

3. **Contractual Assessments.** Cameron County will, at the property owner’s request, impose contractual assessments on the property to repay PACE financing for qualified energy and water conserving projects available to owners of privately owned commercial, industrial, and large multifamily property.

4. **Qualified Projects.** The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or agricultural real property or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. **Region.** The boundaries of the entire geographic area within Cameron County’s jurisdiction are included in the boundaries of the region where PACE financing and assessments can occur.
6. **Third-Party Financing.** Financing for qualified projects under the Program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the Council to service the debt through assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to financing documents executed between the lenders and the owners. Cameron County will maintain and continue the assessments for the benefit of such lenders and will enforce the assessment lien for the benefit of a lender in the event of a default by an owner. Cameron County will not, at this time, provide financing of any sort for the PACE program.

7. **Authorized Representative.** The Council is designated as the Authorized Representative with authority to enter into written contracts with the record owners of real property in Cameron County to impose assessments pursuant to the PACE Act to repay the financing of qualified projects on the owners' property and enter into written contracts with the parties that provide third-party financing for such projects to service the debts through assessments. The County Judge or his designee will be the liaison with the Council in its role as authorized representative.

8. **Enforcement.** The County will enforce the collection of past due assessments and may contract with a qualified law firm to assist in collection efforts.

9. **Report.** The final report on the Valley PACE program, prepared in accordance with Section 399 of the Texas Local Government Code is attached and incorporated into this resolution. The County Administrator will post the report on the County website.

10. **Amendment of Program.** The Commissioners Court may amend the Program by resolution. However, another public hearing is required before the Program may be amended to provide for Cameron County financing of qualified improvements through assessments.
Adopted this 12th day of January, 2016.

Pete Sepulveda, Jr, Cameron County Judge

Sofía C. Benavides
Commissioner, Precinct One

Alex Domínguez
Commissioner, Precinct Two

David A. Garza
Commissioner, Precinct Three

Dan A. Sanchez
Commissioner, Precinct Four

Attested by:
Sylvia Garza
Cameron County Clerk
WHEREAS, the 83RD Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the PACE Act), which allows the governing body of a local government, including a county, to designate an area of the territory of the local government as a region within which an authorized local government official and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease energy or water consumption or demand;

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, agricultural, and large multifamily residential real property in the County of Hidalgo, Texas (County) will further the goals of energy and water conservation without cost to the public;

WHEREAS, the Hidalgo County Commissioners Court (Commissioners Court) finds that third-party financing of energy and water conserving projects through contractual assessments maintained by the County (PACE financing) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, conserving water resources, and reducing greenhouse gas emissions;

WHEREAS, the Commissioners Court adopted a Resolution of Intent to establish a PACE program for the County on July 19, 2016, including a reference to the report on the proposed program prepared as required by Section 399.009 of the PACE Act and made the report available to the public on the County website and for inspection in the County Judge’s office;

WHEREAS, the public hearing required by Section 399.008(a)(2) at which the public could comment on the proposed program, including the report available for public inspection as mentioned above occurred August 16, 2016 at 9:30 a.m. in the County Commissioners Courtroom, Hidalgo County Courthouse Annex III, 100 E. Cano St., First Floor, Edinburg, Texas 78539;

WHEREAS, the Commissioners Court finds that administration of the program by the Lower Rio Grande Development Council (the Council), which will be compensated by application and administration fees paid by the participating property owners, will enable the program to be administered without use of County resources, will assure the objectives of impartiality and confidentiality of owner information, and will be convenient and advantageous to the County; and
WHEREAS, the PACE program will be administered by the Lower Rio Grande Development Council (Council) as authorized under section 399.008 (d)(2) of the Texas Local Government Code, on behalf of the County of Hidalgo, to enable citizens of the County access PACE using the same processes and documents under one administrator and benefit from simplicity and uniformity throughout the County;

NOW THEREFORE, be it resolved by the Commissioners Court that:

1. Recitals. The recitals to this Resolution are true and correct and are incorporated into this Order for all purposes.

2. Establishment of Program. The County hereby adopts this Resolution Establishing the Hidalgo PACE Program and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose and is convenient and advantageous to the County and its citizens. The program will be called the Hidalgo Property Assessed Clean Energy (Hidalgo PACE) and is herein called “the Program.”

3. Contractual Assessments. The County will, at the property owner’s request, impose contractual assessments on the property to repay PACE financing for qualified energy and water conserving projects available to owners of privately owned commercial, industrial, and large multifamily property.

4. Qualified Projects. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or agricultural real property or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. Region. The boundaries of the entire geographic area within Hidalgo County’s jurisdiction are included in the boundaries of the region where PACE financing and assessments can occur.
6. **Third-Party Financing.** Financing for qualified projects under the Program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the Council to service the debt through assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to financing documents executed between the lenders and the owners. The County will maintain and continue the assessments for the benefit of such lenders and will enforce the assessment lien for the benefit of a lender in the event of a default by an owner. The County will not, at this time, provide financing of any sort for the program.

7. **Authorized Representative.** The Council is designated as the Authorized Representative with authority to enter into written contracts with the record owners of real property in Hidalgo County to impose assessments pursuant to the PACE Act to repay the financing of qualified projects on the owners’ property and enter into written contracts with the parties that provide third-party financing for such projects to service the debts through assessments. The County Judge or his designee will be the liaison with the Council in its role as authorized representative.

8. **Enforcement.** The County will enforce the collection of past due assessments and may contract with a qualified law firm to assist in collection efforts.

9. **Report.** The final report on the program, prepared in accordance with Section 399 of the Texas Local Government Code is attached and incorporated into this resolution. The County Administrator will post the report on the County website.

10. **Amendment of Program.** The Commissioners Court may amend the Program by resolution. However, another public hearing is required before the Program may be amended to provide for County financing of qualified improvements through assessments.
Adopted this _______ day of ______________, 2016.

____________________________________________
Ramon Garcia, Hidalgo County Judge

__________________________________  __________________________________
A.C. Cuellar, Jr.  Eduardo "Eddie" Cantu
Commissioner, Precinct One  Commissioner, Precinct Two

__________________________________  __________________________________
Joe M. Flores  Joseph Palacios
Commissioner, Precinct Three  Commissioner, Precinct Four

Attest:

____________________________________
Arturo Guajardo, Jr.
Hidalgo County Clerk

[INSERT REPORT]
WILLACY COUNTY COMMISSIONERS COURT
RESOLUTION ESTABLISHING THE WILLACY COUNTY PACE PROGRAM

STATE OF TEXAS §

COUNTY OF WILLACY §

WHEREAS, the 83RD Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”), which allows the governing body of a local government, including a county, to designate an area of the territory of the local government as a region within which an authorized local government official and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease energy or water consumption or demand;

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, agricultural, and large multifamily residential real property in Willacy County will further the goals of energy and water conservation without cost to the public;

WHEREAS, the Commissioners Court finds that third-party financing of energy and water conserving projects through contractual assessments maintained by Willacy County (“PACE financing”) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, conserving water resources, and reducing greenhouse gas emissions;

WHEREAS, the Commissioners Court adopted a Resolution of Intent to establish a PACE program for Willacy County on September 10, 2015, including a reference to the report on the proposed program prepared as required by Section 399.009 of the PACE Act and made the report available to the public on the Willacy County website and for inspection in the County office;

WHEREAS, the public hearing required by Section 399.008(a)(2) at which the public could comment on the proposed program, including the report available for public inspection as mentioned above occurred October 29, 2015 at the Harlingen Public Library, 410 76 Drive, Harlingen, TX 78550 for Willacy and Cameron Counties as authorized by Section 399.017(b) of the PACE Act, hosted by the Lower Rio Grande Valley Development Council (“Council”);
WHEREAS, the Commissioners Court finds that administration of the Willacy PACE program by the Council, which will be compensated by application and administration fees paid by the participating property owners, will enable the program to be administered without use of County resources, will assure the objectives of impartiality and confidentiality of owner information, and will be convenient and advantageous to Willacy County; and

WHEREAS, the PACE program administered by the Council on behalf of Willacy County and the other County and Municipality members of the Council will enable citizens of the valley access PACE using the same processes and documents under one administrator and benefit from the simplicity and uniformity throughout the valley;

NOW THEREFORE, be it resolved by the Commissioners Court of Willacy County that:

1. Recitals. The recitals to this Resolution are true and correct and are incorporated into this Order for all purposes.

2. Establishment of Program. Willacy County hereby adopts this Resolution Establishing the Willacy PACE Program and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose and is convenient and advantageous to Willacy County and its citizens. The program will be called Valley Property Assessed Clean Energy ("Valley PACE") and is herein called "the Program."

3. Contractual Assessments. Willacy County will, at the property owner’s request, impose contractual assessments on the property to repay PACE financing for qualified energy and water conserving projects available to owners of privately owned commercial, industrial, and large multifamily property.

4. Qualified Projects. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or agricultural real property or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.
An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. **Region.** The boundaries of the entire geographic area within Willacy County’s jurisdiction are included in the boundaries of the region where PACE financing and assessments can occur.

6. **Third-Party Financing.** Financing for qualified projects under the Program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the Council to service the debt through assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to financing documents executed between the lenders and the owners. Willacy County will maintain and continue the assessments for the benefit of such lenders and will enforce the assessment lien for the benefit of a lender in the event of a default by an owner. Willacy County will not, at this time, provide financing of any sort for the PACE program.

7. **Authorized Representative.** The Council is designated as the Authorized Representative with authority to enter into written contracts with the record owners of real property in Willacy County to impose assessments pursuant to the PACE Act to repay the financing of qualified projects on the owners’ property and enter into written contracts with the parties that provide third-party financing for such projects to service the debts through assessments. The County Judge or his designee will be the liaison with the Council in its role as authorized representative.

8. **Enforcement.** The County will enforce the collection of past due assessments and may contract with a qualified law firm to assist in collection efforts.

9. **Report.** The final report on the Valley PACE program, prepared in accordance with Section 399 of the Texas Local Government Code is attached and incorporated into this resolution. The County Administrator will post the report on the County website.
10. Amendment of Program. The Commissioners Court may amend the Program by resolution. However, another public hearing is required before the Program may be amended to provide for Willacy County financing of qualified improvements through assessments.

Adopted this 14th day of January, 2016

Aurelio "Keter" Guerra, Willacy County Judge

Eliberto "Beto" Guerra
Commissioner, Precinct One

Oscar Deluna
Commissioner, Precinct Two

Fred Serrato
Commissioner, Precinct Three

Eduardo "Eddy" Gonzales
Commissioner, Precinct Four
6. Report from Economic Development Department

   A. Economic Development Administration (EDA)

      2. Consider Approval of PACE Interlocal Agreement Between Cameron, Hidalgo, and Willacy Counties and LRGVDC

         As previously stated, the Hidalgo County Commissioner’s Court met last month and approved the implementation of the PACE Program for Hidalgo County and also approved the PACE Interlocal Agreement with the LRGVDC. The LRGVDC recognizes the economic benefits the Hidalgo County PACE Program will provide to Hidalgo County and desires to provide support for the administration of this program. Therefore in consideration of the mutual promises, covenants and agreements set forth in the Agreement, the LRGVDC will provide the administrative services for the benefit of the Hidalgo County PACE Program. A copy of the Interlocal Agreement is attached for your preview. Board Action is required.

   ACTION REQUIRED
This Interlocal agreement is entered into between the Lower Rio Grande Valley Development Council (LRGVDC), a regional Planning Commission and political subdivision of the State of Texas (hereinafter referred to as the LRGVDC) and the County of Cameron, a local government agency (hereinafter referred to as Cameron County).

I. STATEMENT OF PURPOSE:

This Interlocal agreement is for the purpose of providing the program administration services needed to implement and administer the Property Assessed Clean Energy (PACE) Program for Cameron County.

II. STATEMENT OF SERVICES TO BE PERFORMED BY THE LRGVDC:

In recognition of the economic benefits for Cameron County, the LRGVDC parties agrees to administer these services in order to help the county create and/or retain jobs and to assist in the growth and stability of the business sector. Businesses in Cameron County will be able to take advantage of low-cost, long-term loans for 100% of the cost of energy-efficiency and water conservation improvements. The services to be performed under this agreement are as follows:

COMMUNITY OUTREACH:
Establish a Program website and database;

Develop a marketing plan and market PACE financing and promote owner participation in the Program;

Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;

Publish link to the Technical Standards Manual on the LRGVDC’s website;

List interested, qualified lenders on the Program website or link to another neutral non-profit directory of lenders to enable property owners to identify potential sources of private third-party financing;

Coordinate training of contractors and independent third-party reviewers on how to apply for PACE financing and comply with the PACE-in-a-Box Technical Standards Manual; and

Establish quality assurance measures.
APPLICATION AND APPROVAL PROCESS:
Publish a Project Application Form based on PACE-in-a-Box model application form on the Program website;

Review submitted Application forms for administrative completeness and notifies the applicants of any missing information;

Maintain the confidentiality of owner information;

When Applications are complete, make a preliminary determination of eligibility for participation in the Pace Program and issue preliminary letters to owners and lenders indicating whether, subject to verification of all lender underwriting and closing requirements, the information submitted indicates that the proposed project meets Program requirements;

Require independent third-party verification of expected energy or water savings resulting from a project (provided by engineer or consultant retained by applicant), according to the PACE-in-a-Box Technical Standards Manual;

Require independent third-party verification, according to the PACE-in-a-Box Technical Services Manual, that the period of an assessment does not exceed the expected life of the improvements or thoroughly review waiver application and justification (provided by engineer or consultant retained by applicant);

Confirm that the lender has determined, based on underwriting factors established by the lender, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment

Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program and obtain the lienholder's written consent prior to the imposition of the PACE assessment;

Review and finalize the terms of every Owner Contract and Lender Contract prior to execution;

Collect and retain owner application fees as compensation for administrative services;

Perform closing verification reviews and schedule assessment transaction closings when all requirements are met;

Coordinate and take part in assessment transaction closings;
Arrange for recording of a Notice of Contractual Assessment Lien for each approved project in the Official Public Records of the county where the project is located;

Require independent post-closing third-party verification (by engineer or consultant retained by Applicant) that each project was properly completed and is operating as intended; and

Collect and retain administration fees collected by lenders from owners that receive PACE financing

MANAGEMENT AND REPORTING:
Manage communications with lenders regarding assessment servicing, payment, and default;

Upon notification by a lender of an owner's default in payment of an assessment and the lender's compliance with the requirements of the Lender Contract on collection after default, notify the Local Government to enforce the assessment lien in accordance with law and the agreements between the parties;

Receive and store owner reports on energy and water savings;

At the request of property owners, prepare annual notices of assessment to be issued by Cameron County to the owners, stating the total amount of the payments due on each assessment in the coming calendar year according to the Owner Contract and the financing documents;

Determine the amounts of the application and administration fees to be paid by owners;

Report annually to Cameron County on Program usage and the resulting energy and water savings enabled through PACE Assessments.

III. PAYMENT FOR SERVICES:

Cameron County will not pay for these services; however, the LRGVDC will impose fees to the program applicants since they are the direct beneficiaries. These fees will be used to offset the costs of administering the program. The applications fees to be assessed will include:

The property owner will pay a $500 Application Fee when the application is filed. No refunds will be available.

A program application fee of 1% will then be paid by eligible property owners requesting to participate in the PACE Loan program. The application fee (listed above) will be included and credited in the full loan application process.
The Texas Pace Authority will be responsible for all of the loan servicing

Program application and administrative fees are allowed to be included in the total amount financed through the assessments.

IV. COUNTY RESPONSIBILITIES:

The County will negotiate with its enforcement contractor to add PACE Loans to its enforcement policies. Reference Local Government Code, Section 399.014, Sub. C.

County will keep all penalties as processed.

V. CONFIDENTIALITY:

During the process of the loan and/or services to be provided under this agreement, the LRGVDC will treat as confidential the information or knowledge that becomes known during the application process and shall disclose it only to its officers, directors, or employees with a specific need to know. It will not release, use, copy, or disclose such information and agrees not to share it with any third party or individual except with the specific prior written authorization of the loan applicant. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. The LRGVDC shall promptly notify Cameron County of any misuse or unauthorized disclosure of its confidential information. This Program will comply with all security policies that may apply.

VI. TERM OF AGREEMENT:

This contract shall begin upon execution of this agreement.

VII. AMENDMENTS:

Amendments to this Interlocal Agreement shall be in writing and signed upon final approval by both Parties.

VIII. INDEMNIFICATION CLAUSE:

To the extent permitted by the Texas Constitution and Texas State Laws, each party shall indemnify and hold the other party, its affiliated entities, and their respective directors, officers, employees, agents, and representatives, harmless from and against any claims liabilities, damages and expenses arising out of the
indemnifying party’s act or omissions, or the acts omissions of the indemnifying party’s employees, students, facility, staff, agents or representatives, under this Agreement excluding claims, liabilities, damages, expenses resulting from the negligence or willful misconduct of the other party, its employees, staff, agents or representatives.

IX. AUTHORIZATION:

This Agreement is entered into by the duly authorized officials of each respective party.

Each person signing this Agreement on behalf of a party hereby confirms for the benefit of the other party to this Agreement that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.

Cameron County

By:  
Pete Sepulveda, Jr.
Cameron County Judge

Date: 04/05/2016

Lower Rio Grande Valley Development Council (LRGVDC)

By:  
Kenneth N. Jones, Jr.
Executive Director

Date: ______________________

ATTEST

Cameron County - CLERK
Sylvia Garza-Perez
PACE INTERLOCAL AGREEMENT

THIS First Amended Interlocal Cooperation Agreement, hereinafter referred to as “Agreement” is made on this the 15th day of November, 2016, by and between THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (LRGVDC), hereinafter referred to as “LRGVDC”, and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as “County”, pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act, (the “Act”) Chapter 791, Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the LRGVDC is a regional Planning Commission and political subdivision of the State of Texas and the County is defined as a local government and a political subdivision of the State of Texas under the Act; and

WHEREAS, the County is a “local government” as defined by the Act, and a political subdivision of the State of Texas; and

WHEREAS, the LRGVDC and the County are authorized to enter into this agreement pursuant to the Act, which authorizes local governmental agencies to contract with political subdivisions of the State to perform governmental functions and services under the terms of the Act; and

WHEREAS, both the LRGVDC and the County share a common interest in administering services in order to help create and/or retain jobs and to assist in the growth and stability of the business sector in Hidalgo County; and

WHEREAS, the County has established a Property Assessed Clean Energy (PACE) Program for Hidalgo County through which businesses in Hidalgo County will be able to take advantage of low-cost, long-term loans for 100% of the cost of energy-efficiency and water conservation improvements; and

WHEREAS, the LRGVDC recognizes the economic benefits the Hidalgo County PACE Program will provide to Hidalgo County and desires to provide support for the administration thereof;

NOW, THEREFORE, County and LRGVDC, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, as authorized by section 399.008 (d)(2) of the Local Government Code, County and LRGVDC agree as follows:

1. Services Performed by the LRGVDC: LRGVDC will provide the following administrative services for the benefit of the Hidalgo County PACE Program:

   COMMUNITY OUTREACH:

   - Establish a PACE Program website and database;
- Develop a marketing plan and market PACE financing and promote owner participation in the Program;

- Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;

- Publish link to the PACE-in-a-Box Technical Standards Manual on the LRGVDC’s website;

- List interested, qualified Lenders on the PACE Program website or link to another neutral non-profit directory of Lenders to enable property owners to identify potential sources of private third-party financing;

- Coordinate training of contractors and independent third-party reviewers on how to apply for PACE financing and comply with the PACE-in-a-Box Technical Standards Manual; and

- Establish quality assurance measures.

APPLICATION AND APPROVAL PROCESS:

- Coordinate contract(s) between the County and third party financing (hereinafter referred to as “Lender(s)”) regarding the servicing of the debt through assessments, and the collection of assessments.

- Publish a Project Application Form based on PACE-in-a-Box model application form on the PACE Program website;

- Review submitted Application forms for administrative completeness and notifies the applicants of any missing information;

- Maintain the confidentiality of owner information;

- When Applications are complete, make a preliminary determination of eligibility for participation in the Pace Program and issue preliminary letters to owners and Lenders indicating whether, subject to verification of all Lenders underwriting and closing requirements, the information submitted indicates that the proposed project meets PACE Program requirements;

- Require independent third-party verification of expected energy or water savings resulting from a project (provided by engineer or consultant retained by applicant), according to the PACE-in-a-Box Technical Standards Manual;

- Require independent third-party verification, according to the PACE-in-a-Box Technical Services Manual, that the period of an assessment does not exceed the
expected life of the improvements or thoroughly review waiver application and justification (provided by engineer or consultant retained by applicant);

- Confirm that the Lender has determined, based on underwriting factors established by the Lender, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment

- Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program and obtain the lien holder's written consent prior to the imposition of the PACE assessment;

- Review and finalize the terms of every Owner Contract and Lender Contract prior to execution;

- Collect and retain owner application fees as compensation for administrative services;

- Perform closing verification reviews and schedule assessment transaction closings when all requirements are met;

- Coordinate and take part in assessment transaction closings;

- Arrange for recording of a Notice of Contractual Assessment Lien for each approved project in the Official Public Records of the county where the project is located;

- Require independent post-closing third-party verification (by engineer or consultant retained by Applicant) that each project was properly completed and is operating as intended; and

- Collect and retain administration fees collected by Lenders from owners that receive PACE financing.

MANAGEMENT AND REPORTING:

- Manage communications with Lenders regarding assessment servicing, payment, and default;

- Upon notification by a Lender of an owner's default in payment of an assessment and the Lender's compliance with the requirements of the Lender Contract on collection after default, notify the Local Government to enforce the assessment lien in accordance with law and the agreements between the parties;

- Receive and store owner reports on energy and water savings;

- At the request of property owners, prepare annual notices of assessment to be issued by Hidalgo County to the owners, stating the total amount of the payments due on each
assessment in the coming calendar year according to the owner contract and the financing documents;

- Determine the amounts of the application and administration fees to be paid by owners;

- Report annually to County on PACE Program usage and the resulting energy and water savings enabled through PACE Assessments.

2. **County Responsibilities.**

County may contract to enforce an assessment lien in the same manner that a property tax lien against real property may be enforced by the County, as authorized by section 399.014(c) of the Texas Local Government Code.

County will keep all penalties related to PACE loans as collected through its property tax enforcement procedures.

3. **Payment for Services.** County will not pay for services provided by LRGVDC as discussed in this Agreement.

LRGVDC will impose fees to PACE program applicants. These fees shall be used to offset the costs of administering the program. The applications fees to be assessed will include:

- Property owners interested in participating in the PACE Program will pay a $500 Application Fee when an application is filed. No refunds will be available.

- A program application fee of 1% will then be paid by eligible property owners requesting to participate in the PACE Loan program. The application fee (listed above) will be included and credited in the full loan application process. Program application and administrative fees may be included in the total amount financed through the assessments.

- The Texas Pace Authority will be responsible for all of the loan servicing.

4. **Confidentiality.** During the processing of the loan and/or services to be provided under this agreement, the LRGVDC will treat as confidential the information or knowledge that becomes known during the application process as confidential and shall disclose it only to its officers, directors, or employees with a specific need to know the confidential information. It will not release, use, copy, or disclose such information and agrees not to share it with any third party or individual except with the specific prior written authorization of the loan applicant. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. The LRGVDC shall promptly notify County of any misuse or unauthorized disclosure of its confidential information. This Program will comply with all security policies that may apply.
5. **Term of Agreement.** This contract shall begin upon execution of this agreement.

6. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

7. **Amendment.** Amendments to this Agreement shall be in writing and signed upon final approval by both Parties.

8. **Indemnification.** To the extent permitted by the Texas Constitution and Texas State Laws, each party shall indemnify and hold the other party, its affiliated entities, and its respective directors, officers, employees, agents, and representatives, harmless from and against any claims liabilities, damages and expenses arising out of the indemnifying party’s act or omissions, or the acts omissions of the indemnifying party’s employees, students, facility, staff, agents or representatives, under this Agreement excluding claims, liabilities, damages, expenses resulting from the negligence or willful misconduct of the other party, its employees, staff, agents or representatives.

9. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of this Agreement and any present or future law, ordinance, or administrative, executive, or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

10. **No waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and LRGVDC, and not otherwise.

12. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

13. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at
the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

LRGVDC: LRGVDC Economic Development Department  
c/o Terrie G. Salinas  
301 W. Railroad Street  
Weslaco, TX 78596

County: Hidalgo County Judge’s Office  
c/o Economic Development Director  
100 E. Cano, Ste 201  
Edinburg, TX 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

15. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. **Assignment.** This Agreement shall not be assignable.

17. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

19. **No Waiver of Governmental Immunity.** Neither County nor LRGVDC, via this Agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that County and LRGVDC have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

20. **Authorization.** This Agreement is entered into by the duly authorized officials of each respective party.
Each person signing this Agreement on behalf of a party hereby confirms for the benefit of the other party to this Agreement that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.

**WITNESS THE HANDS OF THE PARTIES** and effective as of the day and year first written above.

**County of Hidalgo, Texas**

By: _______________________________
   Ramon Garcia
   Hidalgo County Judge

Date: ______________________________

**Lower Rio Grande Valley Development Council**

By: _______________________________
   Ron Garza
   Executive Director

Date: ______________________________

**ATTEST**

_______________________________
Arturo Guajardo, Jr.
Hidalgo County - County Clerk
INTERLOCAL AGREEMENT

This Interlocal agreement is entered into between the Lower Rio Grande Valley Development Council (LRGVDC), a regional Planning Commission and political subdivision of the State of Texas (hereinafter referred to as the LRGVDC) and the County of Willacy, a local government agency (hereinafter referred to as Willacy County).

I. STATEMENT OF PURPOSE:

This Interlocal agreement is for the purpose of providing the program administration services needed to implement and administer the Property Assessed Clean Energy (PACE) Program for Willacy County.

II. STATEMENT OF SERVICES TO BE PERFORMED:

In recognition of the economic benefits for Willacy County, the LRGVDC parties agrees to administer these services in order to help the county create and/or retain jobs and to assist in the growth and stability of the business sector. Businesses in Willacy County will be able to take advantage of low-cost, long-term loans for 100% of the cost of energy-efficiency and water conservation improvements. The services to be performed under this agreement are as follows:

COMMUNITY OUTREACH:
Establish a Program website and database;

Develop a marketing plan and market PACE financing and promote owner participation in the Program;

Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;

Publish link to the Technical Standards Manual on the LRGVDC's website;

List interested, qualified lenders on the Program website or link to another neutral non-profit directory of lenders to enable property owners to identify potential sources of private third-party financing;

Coordinate training of contractors and independent third-party reviewers on how to apply for PACE financing and comply with the PACE-in-a-Box Technical Standards Manual; and
Establish quality assurance measures.

APPLICATION AND APPROVAL PROCESS:
Publish a Project Application Form based on PACE-in-a-Box model application form on the Program website;

Review submitted Application forms for administrative completeness and notifies the applicants of any missing information;

Maintain the confidentiality of owner information;

When Applications are complete, make a preliminary determination of eligibility for participation in the Pace Program and issue preliminary letters to owners and lenders indicating whether, subject to verification of all lender underwriting and closing requirements, the information submitted indicates that the proposed project meets Program requirements;

Require independent third-party verification of expected energy or water savings resulting from a project (provided by engineer or consultant retained by applicant), according to the PACE-in-a-Box Technical Standards Manual;

Require independent third-party verification, according to the PACE-in-a-Box Technical Services Manual, that the period of an assessment does not exceed the expected life of the improvements or thoroughly review waiver application and justification (provided by engineer or consultant retained by applicant);

Confirm that the lender has determined, based on underwriting factors established by the lender, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment.

Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program and obtain the lienholder's written consent prior to the imposition of the PACE assessment;

Review and finalize the terms of every Owner Contract and Lender Contract prior to execution;

Collect and retain owner application fees as compensation for administrative services;

Perform closing verification reviews and schedule assessment transaction closures when all requirements are met;

Coordinate and take part in assessment transaction closings;
The Texas Pace Authority will be responsible for all of the loan servicing

Program application and administrative fees are allowed to be included in the total amount financed through the assessments.

IV. COUNTY RESPONSIBILITIES:

The County will negotiate with its enforcement contractor to add PACE Loans to its enforcement policies. Reference Local Government Code, Section 399.014, Sub. C.

County will keep all penalties as processed.

V. CONFIDENTIALITY:

During the process of the loan and/or services to be provided under this agreement, the LRGVDC will treat as confidential the information or knowledge that becomes known during the application process and shall disclose it only to its officers, directors, or employees with a specific need to know. It will not release, use, copy, or disclose such information and agrees not to share it with any third party or individual except with the specific prior written authorization of the loan applicant. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. The LRGVDC shall promptly notify Willacy County of any misuse or unauthorized disclosure of its confidential information. This Program will comply with all security policies that may apply.

VI. TERM OF AGREEMENT:

This contract shall begin upon execution of this agreement.

VII. AMENDMENTS:

Amendments to this Interlocal Agreement shall be in writing and signed upon final approval by both Parties.

VIII. INDEMNIFICATION CLAUSE:

To the extent permitted by the Texas Constitution and Texas State Laws, each party shall indemnify and hold the other party, its affiliated entities, and their respective directors, officers, employees, agents, and representatives, harmless from and against any claims liabilities, damages and expenses arising out of the
indemnifying party's act or omissions, or the acts omissions of the indemnifying party's employees, students, facility, staff, agents or representatives, under this Agreement excluding claims, liabilities, damages, expenses resulting from the negligence or willful misconduct of the other party, its employees, staff, agents or representatives.

IX. AUTHORIZATION:

This Agreement is entered into by the duly authorized officials of each respective party.

Each person signing this Agreement on behalf of a party hereby confirms for the benefit of the other party to this Agreement that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.

Willacy County

By: ________________________________
Aurelio "Keter" Guerra
Willacy County Judge

Date: 3-24-2016

Lower Rio Grande Valley Development Council (LRGVDC)

By: ________________________________
Kenneth N. Jones, Jr.
Executive Director

Date: 3/24/16
6. Report from Economic Development Department

   A. Economic Development Administration (EDA)

   3. Consider Approval to Amend the Professional Services Agreement By and Between the Lower Rio Grande Valley Development Council and Texas Property Assessed Clean Energy Authority to Include Hidalgo County

   The Professional Services Agreement between the LRGVDC and Texas PACE Authority was approved by the Board on April 27th. The agreement was approved in order to allow the LRGVDC to engage the services of a qualified consultant to administer a Texas Property Assessed Clean Energy (PACE) Program for the Counties of Cameron and Willacy pursuant to the Property Assessed Clean Energy Act (“PACE Act”), Texas Local Government Code Chapter 399. Due to the approval of the PACE Program in Hidalgo County last month, the LRGVDC is requesting approval to amend this Agreement and include Hidalgo County in the services to be provided by the Texas PACE Authority. Board Action is required.

   ACTION REQUIRED
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL AND
TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY

DRAFT

THIS AGREEMENT is made and entered by and between the LOWER RIO GRANDE
VALLEY DEVELOPMENT COUNCIL (LRGVDC), hereinafter referred to as "LRGVDC", and
TEXAS PROPERTY ASSESSED CLEAN ENERGY (PACE) AUTHORITY, a Texas non-profit
business association, hereinafter referred to as “Services Provider” to be effective from and
after the date as provided herein.

WITNESSETH:

WHEREAS, the LRGVDC desires to engage the services of a qualified consultant to
administer a Texas Property Assessed Clean Energy program for the Counties of Cameron,
Hidalgo, and Willacy pursuant to the Property Assessed Clean Energy Act ("PACE Act"), Texas
Local Government Code Chapter 399, hereinafter referred to as the "Project"; and

WHEREAS, Services Provider desires to render such services for the LRGVDC upon
the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for
the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. ENGAGEMENT

The LRGVDC hereby agrees to retain Services Provider to serve as administrator of the
LRGVDC’s PACE program and Services Provider agrees to perform such services in
accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that Services Provider shall perform such services as are further
described in Exhibit “A” hereto (collectively “Scope of Services”). The parties understand
and agree that deviations or modifications in the Scope of Services may be authorized from
time to time by the LRGVDC, but said authorization must be made in writing.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence upon the complete execution of the
Agreement by LRGVDC and Services Provider and it shall be reviewed annually unless sooner
terminated as provided herein. This Agreement contemplates administration by Services
Provider of agreements between third parties for periods of time exceeding the Initial Term
and any Renewal Term. Notwithstanding the expiration or earlier termination of this Agreement,
Services Provider shall be permitted to continue administration of any third party agreements
under the PACE program commenced prior to expiration or termination of this Agreement, and
to recover any compensation due Services Provider for services performed in accordance with
Section IV of this Agreement.
IV. COMPENSATION/EXPENSES

Services Provider shall be paid for performance of the Scope of Services in accordance with the compensation schedule set forth in Exhibit “A” hereto. Services Provider is entitled to payment in accordance with Exhibit “B”; however, LRGVDC shall have no obligation to pay Services Provider for performance of the Scope of Services. All payments to Services Provider shall be made by participants in the PACE program in accordance with the PACE Act.

V. INSURANCE

Services Provider agrees to meet all insurance requirements, and to require all consultants who perform work for Services Provider to meet all insurance requirements, as set forth in Exhibit “C” to this Agreement.

VI. INDEMNIFICATION

SERVICES PROVIDER AGREES TO INDEMNIFY AND HOLD THE LRGVDC AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT FROM THE LRGVDC TO THE EXTENT ARISING OUT OF OR OCCASIONED BY SERVICES PROVIDER ’S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW BY SERVICES PROVIDER , OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE SERVICES PROVIDER , ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE SERVICES PROVIDER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF THE LRGVDC, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE LRGVDC DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VII. INDEPENDENT CONTRACTOR

Services Provider covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of LRGVDC; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between LRGVDC and Services Provider, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between LRGVDC and Services Provider.
VIII. ASSIGNMENT AND SUBLETTING

Services Provider agrees that this Agreement shall not be assigned without the prior written consent of the LRGVDC, except to an Affiliate of Services Provider. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) Services Provider, including, without limitation, any parent corporation controlling Services Provider or any subsidiary that Services Provider controls; (2) the surviving corporation resulting from the merger or consolidation of Services Provider; or (3) any person or entity which acquires all of the assets of Services Provider as a going concern. Services Provider shall be permitted to enter into subcontracts for performance of portions of the Scope of Services; however, Services Provider shall not subcontract the entirety of the Scope of Services to a single subcontractor without the LRGVDC’s consent. Services Provider further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Services Provider from its full obligations to the LRGVDC as provided by this Agreement.

IX. AUDITS AND RECORDS

Services Provider agrees that LRGVDC or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Services Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Services Provider agrees that LRGVDC shall have access during normal working hours to all necessary Services Provider’s facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. LRGVDC shall give Services Provider reasonable advance notice of intended audits.

XI. CONTRACT TERMINATION

The parties agree that LRGVDC shall have the right to terminate this Agreement with cause upon thirty (30) days written notice to Services Provider. In the event of such termination, Services Provider shall deliver to the LRGVDC all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Services Provider in connection with this Agreement. In the event of termination by the LRGVDC, Services Provider shall be compensated in accordance with Section III of this Agreement with respect to any third party agreements under administration by Services Provider at the time of termination.

XII. COMPLETE AGREEMENT

This Agreement, including the Exhibits lettered "A" through "C", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersede all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.
XIII. AMENDMENTS

Amendments to this agreement may be made at any time upon agreement by the LRGVDC and Services Provider.

XIV. MAILING OF NOTICES

Unless instructed otherwise in writing, Services Provider agrees that all notices or communications to LRGVDC permitted or required under this Agreement shall be addressed to the LRGVDC at the following address:

Lower Rio Grande Valley Development Council  
Attn: Terrie G. Salinas or Ron Garza  
301 W. Railroad Street  
Weslaco, TX  78596

The LRGVDC agrees that all notices or communications to Services Provider permitted or required under this Agreement shall be addressed to Services Provider at the following address:

Texas Property Assessed Clean Energy Authority  
Attn: Charlene Heydinger  
98 San Jacinto Boulevard, Suite 1900  
Austin TX  78701

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XV. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

XVI. MISCELLANEOUS

A. This is a contract for the purchase of personal or professional services, and is therefore exempt from any competitive bidding requirements of the LRGVDC.

B. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

C. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.
D. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Cameron County Texas and Willacy County, Texas. Venue shall lie exclusively in Cameron County, Texas for projects in Cameron County. Venue shall lie exclusively in Willacy County, Texas for projects in Willacy County.

E. Successors and Assigns:

The LRGVDC and Services Provider and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

F. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

G. Effective Date:

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.
SIGNED on the date indicated below.

TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY

DATE:___________________________    BY:_______________________________

Charlene Heydinger
President

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

DATE:___________________________    BY:_______________________________

Ron Garza
Executive Director
ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF _______ §

This instrument was acknowledged before me on the _____ day of ________________, 2016 by ______________________, (Authorized representative) __________________ (Title)
of TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY, on behalf of said entity.

_____________________________________
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF _______ §

This instrument was acknowledged before me on the _____ day of ________________, 2016 by ______________________, (Authorized representative) __________________ (Title)
of the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, a Council of Governments
on behalf of said entity.

_____________________________________
Notary Public, State of Texas
Exhibit “A”
Scope of Services

The Program Administrator will perform the following services in the administration of the LRGVDC PACE Program (the “Program”):

Community Outreach
Establish a Program website and database;
Develop a marketing plan and market PACE financing and promote owner participation in the Program;
Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;
Publish the Technical Standards Manual on the Program website;
List interested, qualified lenders on the Program website or link to another neutral non-profit directory of lenders to enable property owners to identify potential sources of private third-party financing;
Arrange for training of contractors and independent third-party reviewers on how to apply for PACE financing and comply with the PACE-in-a-Box Technical Standards Manual; and
Establish quality assurance measures.

Application and Approval Process
Publish a Project Application Form based on PACE-in-a-Box model application form on the Program website;
Review submitted Application forms for administrative completeness and notifies the applicants of any missing information;
Maintain the confidentiality of confidential owner information;
When Applications are complete, make a preliminary determination of eligibility for participation in the PACE Program and issue preliminary letters to owners and lenders indicating whether, subject to verification of all lender underwriting and closing requirements, the information submitted indicates that the proposed project meets Program requirements;
Require independent third-party verification of expected energy or water savings resulting from a project (provided by engineer or consultant retained by applicant), according to the PACE-in-a-Box Technical Standards Manual;
Require independent third-party verification, according to the PACE-in-a-Box Technical Services Manual, that the period of an assessment does not exceed the expected life of the improvements or thoroughly review waiver application and justification (provided by engineer or consultant retained by applicant);
Confirm that the lender has determined, based on underwriting factors established by the lender, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment;
Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program and obtain the lienholder's written consent prior to the imposition of the PACE assessment;

Review and finalize the terms of every Owner Contract and Lender Contract prior to execution;

Collect and retain owner application fees as compensation for administrative services;

Perform closing verification reviews and schedule assessment transaction closings when all requirements are met;

Coordinate and take part in assessment transaction closings;

Arrange for recordation of a Notice of Contractual Assessment Lien for each approved project in the Official Public Records of the county where the project is located;

Require independent post-closing third-party verification (by engineer or consultant retained by Applicant) that each project was properly completed and is operating as intended; and

Collect and retain administration fees collected by lenders from owners that receive PACE financing.

**Management and Reporting**

Manage communications with lenders regarding assessment servicing, payment, and default;

Upon notification by a lender of an owner's default in payment of an assessment and the lender's compliance with the requirements of the Lender Contract on collection after default, notify the Local Government to enforce the assessment lien in accordance with law and the agreements between the parties;

Receive and store owner reports on energy and water savings;

At the request of property owners, prepare annual notices of assessment to be issued by the Local Government to the owners, stating the total amount of the payments due on each assessment in the coming calendar year according to the Owner Contract and the financing documents;

Determine the amounts of the application and administration fees to be paid by owners; and

Report annually to the Local Government on Program usage and the resulting energy and water savings enabled through PACE Assessments.
The Texas PACE Authority shall determine the amounts of the uniform application and administration fees to be paid by property Owners participating in the Program. Such fees will not exceed the fees below:

- An application fee of $500 to be paid at the time of application submittal;
- A closing fee of 1% of the assessment total or $4,000, whichever is greater, to be paid at the time of closing; 10% of this closing fee will be paid to the LRGVDC; and
- An annual administration fee of 0.25% of the total amount of the assessment, to be paid as a component of the interest rate provided in the Owner Contract and the financing documents. This fee can also be capitalized and paid at closing. If paid under a negotiated regular schedule to the lender by the property owner, the lender shall pay this fee to the Texas PACE Authority at the time of each payment by the property Owner in accordance with the financing documents.
- No amounts shall be due by the LRGVDC to the Texas PACE Authority.
## Exhibit “C”
Insurance Requirements

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIMIT OF LIABILITY</th>
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<tbody>
<tr>
<td>Employer's Liability</td>
<td>$500,000 per occurrence</td>
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<tr>
<td>General Liability</td>
<td>Bodily Injury and Property Damage, Combined Limits of $500,000 each Occurrence, and $1,000,000 aggregate</td>
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ITEM 8

HOMELAND SECURITY
8. Report from Homeland Security…………..……………..……………..……………..………..Manuel Cruz
Director

A. Act upon Homeland Security Advisory Committee (HSAC) Recommendations

1. Consider Approval RE: FY2017 LRGVDC Homeland Security Grant Program
   Conditionally Approved Jurisdictions, Ranking and Funding Amounts

Due to the State’s upcoming stringent timelines, and in an effort to conduct an
accurate and thorough review of local applications, the HSAC decided to take a
pro-active approach to next year’s grant application process by conducting the
local grant application period much sooner than in prior years.

The HSAC convened on November 09 and 10, 2016 to review the Notices of
Intent (NOIs) and has selected the eligible jurisdictions and amounts for each as
noted on the attached spreadsheet. The decision on the amounts was done
based on the three regional priority projects (1. Interoperable Communications;
2. Regional Response Teams; 3. Critical Infrastructure), in accordance with the
regions’ Risk Methodology and scoring instrument. These jurisdictions will
submit their approved application(s) on the Homeland Security Grant Division
(HSGD) eGrants system once it becomes available in December. The HSAC
will reconvene once again in March of 2017 to conduct a final screening to
ensure all jurisdictions meet the states eligibility criteria. Those who do not, at
that time, will not be recommended to HSGD.

The regional total amount that the HSAC used was $700,000.00. The estimated
regional allocation will not be made available by HSGD until further notice. The
attached spreadsheet provides the details and recommendation from the HSAC
for your approval.

Please see Attachment A. Should there be any questions please advise.
# FY2017 Homeland Security Grant Program

## ATTACHMENT A

**FY2017 Regional Allocation Estimated Total**: $700,000  
**SHSP**: $525,000  
**LETPA**: 25% $175,000

### Table of Equipment

<table>
<thead>
<tr>
<th>Score</th>
<th>LETPA</th>
<th>Project Title Description</th>
<th>Discipline</th>
<th>Request</th>
<th>Approved</th>
<th>Multi Jurisdiction</th>
<th>Scalable</th>
<th>Focus</th>
<th>Equipment Request</th>
<th>Notes</th>
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<tr>
<td>85</td>
<td>San Juan</td>
<td>Law Enforcement Emergency Regional Response Team (LEERT) Enhancement</td>
<td>LE</td>
<td>$166,180.00</td>
<td>$32,190.00</td>
<td>Yes</td>
<td>Yes</td>
<td>Regional Response Teams</td>
<td>(1) Liberator Elevated Tactics System; (1) Avatar Extended Reach Manipulator Arm</td>
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<td>72.16</td>
<td>Edinburg</td>
<td>Explosive Detecting Canine</td>
<td>LE</td>
<td>$57,198.00</td>
<td>$16,713.00</td>
<td>Yes</td>
<td>Yes</td>
<td>Regional Response Teams</td>
<td>(1) Explosive Detecting Canine; (1) Training Canine and Handler; (1) Magazine, Padlocks, Castor; (1) Canine Vehicle; (1) Canine Transport System with Heat Alarm</td>
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<td>59.08</td>
<td>WC Navigation District Port Mansfield</td>
<td>Port Mansfield Marine Patrol Unit</td>
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<td>$49,241.00</td>
<td>$49,241.00</td>
<td>Yes</td>
<td>Yes</td>
<td>Critical Infrastructure</td>
<td>(1) Majek Patrol Boat</td>
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<td>51.66</td>
<td>Pharr</td>
<td>Pharr Police Regional K-9 Training Unit (RIOTU) Project</td>
<td>LE</td>
<td>$60,000.00</td>
<td>$5,000.00</td>
<td>Yes</td>
<td>Yes</td>
<td>Regional Response Teams</td>
<td>(1) Specialized vehicles; (1) Canines, Search &amp; Rescue</td>
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<td>Mission</td>
<td>Mission SWAT Gas Masks</td>
<td>LE</td>
<td>$23,059.90</td>
<td>$4,923.20</td>
<td>Yes</td>
<td>Yes</td>
<td>Regional Response Teams</td>
<td>(75) Chemical Gas Mask; (75) Outsert Assembly; (19) CTCF50 Rio Agent Filter [4 Pack]; (1) Freight (13) gas masks;13 assembly, 4 ctcf50 rio agent filters</td>
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<td>47.58</td>
<td>Weslaco</td>
<td>Weslaco SRT Vests 2016</td>
<td>LE</td>
<td>$81,110.00</td>
<td>$43,040.00</td>
<td>Yes</td>
<td>Yes</td>
<td>Regional Response Teams</td>
<td>(8) Armor. Body; (8) Helmet, Ballistics; (26) Specialized Clothing, NFPA 1975 or NFPA 2112; (2) Shield, Ballistic, Protection Against Small Arms; (13) Roots, Protective, Tactical/Climbing</td>
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<td>37.25</td>
<td>Mission</td>
<td>SWAT Team - Night Vision Equipment</td>
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<td>$46,385.45</td>
<td>$23,892.80</td>
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<td>Yes</td>
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<td>(13) Optics, Thermal Imagining &amp;/or Light Amplification; (13) Night Vision Helmet Mount; (1) Thermal Imaging Monocular, 8 optic thermal imaging</td>
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**Total**: $483,174.35  
**Total Available for Project**: $175,000.00  
**Balance**: $0

*Application needs improvement on THIRA, SPR, IP/Terrorism Nexus section.*
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<th>SHSP</th>
<th>Project Title</th>
<th>Discipline</th>
<th>Request</th>
<th>Approved</th>
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<th>Equipment Request</th>
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<td></td>
<td>FY2017 Regional Allocation Total: $700,000</td>
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<td>26 SHSP, Selected: 14</td>
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<td>13 Letpa, Selected: 7</td>
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<td>100</td>
<td>LRGVDC Regional Planning Staff and Related Costs</td>
<td>All</td>
<td>$175,000.00</td>
<td>$175,000.00</td>
<td>Yes</td>
<td>Yes</td>
<td>State, Regional &amp; Local</td>
<td>Staff Planning and M&amp;A (As per guidelines, 25% of total regional allocation is used for this project)</td>
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<tr>
<td>87</td>
<td>Edinburg Edinburg Fire Haz-Mat Team Enhancement</td>
<td>FD</td>
<td>$35,756.86</td>
<td>$35,756.86</td>
<td>Yes</td>
<td>Yes</td>
<td>Regional Response Team</td>
<td>(8) Radiation Survey Equipment; (2) Kappler Level A Chem/FR Suit; (2) Kappler Level A Chem/FR Suit; (10) Drager CDS Set 1 &amp; Set V; (1 EA) PH, Potassium &amp; Fluoride paper; (10) Drager CDS Set 1 &amp; V Training; (16) Drager CMS Chip Sets</td>
<td>9</td>
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<td>84.61</td>
<td>Harlingen Regional Response Haz-Mat Team Equipment</td>
<td>FD</td>
<td>$84,250.00</td>
<td>$84,250.00</td>
<td>Yes</td>
<td>Yes</td>
<td>Regional Response Team</td>
<td>(1) Air-Sampling, Chemical Mobile Analyzer; (10) Boots; (50) Level 4 Suit; (50) Filters for Mask; (5) Laptop Computer; (5) Laptop Computer Software; (100) Sealed Body Bag</td>
<td>10</td>
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<tr>
<td>81.3</td>
<td>McAllen Regional Radio System McAllen Expansion</td>
<td>EM</td>
<td>$185,459.00</td>
<td>$58,333.00</td>
<td>Yes</td>
<td>Yes</td>
<td>Interoperable Communications</td>
<td>(1) Six pack Repeater System; (1) Installation</td>
<td>11</td>
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<td>81.15</td>
<td>Weslaco Upgrade / Expansion of Regional Water Rescue Response Team Equipment</td>
<td>FD</td>
<td>$19,200.00</td>
<td>$19,200.00</td>
<td>Yes</td>
<td>Yes</td>
<td>Regional Response Team</td>
<td>(16) Swift water dry suit</td>
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<td>81.15</td>
<td>Mission Mission Haz-Mat Team Enhancement</td>
<td>FD</td>
<td>$35,756.86</td>
<td>$35,756.86</td>
<td>Yes</td>
<td>Yes</td>
<td>Regional Response Team</td>
<td>(8) Radiation Survey Equipment; (2) Kappler Level A Chem/FR Suit; (2) Kappler Level A Chem/FR Suit; (10) Drager CDS Set 1 &amp; Set V; (1 EA) PH, Potassium &amp; Fluoride paper; (10) Drager CDS Set 1 &amp; V Training; (16) Drager CMS Chip Sets</td>
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<td>71</td>
<td>McAllen Regional Public Works Task Force</td>
<td>PW</td>
<td>$153,295.00</td>
<td></td>
<td>Yes</td>
<td>Yes</td>
<td>Regional Response Team</td>
<td>(1) 8&quot; Diesel Pump; (1) 78KW Power Generator; (1) Rehab/IC Mobile Shelter</td>
<td>14</td>
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<tr>
<td>63.92</td>
<td>WC Navigation District Port Mansfield Port Mansfield Marine Patrol Unit</td>
<td>PD</td>
<td>$49,241.00</td>
<td></td>
<td>Yes</td>
<td>Yes</td>
<td>Critical Infrastructure</td>
<td>(1) Majek Patrol Boat</td>
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<tr>
<td>63.46</td>
<td>Pharr Upgrade / Expansion of Regional Technical Unit (TRU)</td>
<td>EM</td>
<td>$62,600.00</td>
<td>$51,600.00</td>
<td>Yes</td>
<td>Yes</td>
<td>Interoperable Communications</td>
<td>(1) MSAT - Mobile Based; (6) Mobile Multi-Band Interconnect Radios; (1) Replacement Antenna Mast - Mobile; (1) Mobile Video Conferencing Systems</td>
<td>17</td>
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<tr>
<td>62.3</td>
<td>Hidalgo County Hidalgo County Interoperable Communications Expansion</td>
<td>EM</td>
<td>$155,000.00</td>
<td>$65,103.28</td>
<td>Yes</td>
<td>Yes</td>
<td>Interoperable Communications</td>
<td>(20) Portable Radios; (4) Base Station; (15) Mobile Radios</td>
<td>18</td>
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<td>51</td>
<td>Weslaco Weslaco SRT /Emergency Management Radios 2016</td>
<td>PD</td>
<td>$53,300.00</td>
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<td>Yes</td>
<td>Yes</td>
<td>Interoperable Communications</td>
<td>(13) Device, Tactical Communications; (13) Radio, Portable</td>
<td>19</td>
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<tr>
<td>42.23</td>
<td>Donna Donna PD Radio Project</td>
<td>LE</td>
<td>$30,000.00</td>
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<td>Yes</td>
<td>Yes</td>
<td>Interoperable Communication</td>
<td>(4) Portable Radios</td>
<td>20</td>
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<td>21.23</td>
<td>Penitas Penitas Fire Department Terrorist Communication System</td>
<td>FD</td>
<td>$55,500.00</td>
<td></td>
<td>Yes</td>
<td>Yes</td>
<td>Interoperable Communications</td>
<td>(1) Data Exchange and Interoperability Software; (1) Computer Hardware; (1) Microphone; (2) High Powered Speaking System; (6) Portable P-25 Radios; (6) P-25 Radios Microphone Extensions</td>
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<td>Total $1,164,574.72</td>
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<td>$525,000.00</td>
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<td></td>
<td>26 SHSP, Selected: 14</td>
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<td>13 Letpa, Selected: 7</td>
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TOTALS: 39 Applications
26 SHSP, Selected: 14
13 Letpa, Selected: 7
8. Report from Homeland Security

A. Act upon Homeland Security Program Recommendation.

2. Consider Approval RE: Allocation of 25% for the LRGVDC Homeland Security Program

LRGVDC regional planning provides the foundation for all other regional efforts in building and sustaining essential operational capabilities and addressing gaps. Regional planning efforts continue to play a critical role by promoting the development of effective response measures prior to a disaster allowing any response to be carried out in an organized and effective manner. Planning benefits the region by enabling jurisdictions to collaboratively develop, train, and equip to a common standard and supported strategy for addressing all disasters. In doing so, the local readiness level is increased and ultimately the risks of loss of life and property damage are reduced.

Historically, the federal and state guidelines has allows for 25% maximum of the regional allocation for planning purposes. In 2016 COG Planning Grants were budgeted anywhere from $30K to more than $330K. This coming funding cycle eliminates the cap of 25% for all COGs. However, a good assessment of the planning activities performed by COG staff should be conducted in order to determine the COGs percentage allocation. The state will assess all project budgets, reasonableness and necessary will be factors in the approval process.

In order to continue with the planning efforts mentioned above and many other planning activates, staff is requesting your support to approve, at a minimum, 25% of funding for LRGVDC planning from the regional allocation with reevaluation on a yearly basis and the elimination of the prioritization process for future Homeland Security Grant Program funding.

Should there be any questions please advise.

ACTION ITEM
8. Report from Homeland Security .......................................................... Manuel Cruz
               Director

A. Homeland Security

3. Status Reports

a) Homeland Security Grant Programs

Staff continues to provide technical assistance to jurisdictions with Emergency Management Plans (EMP), meeting eligibility requirements, expenditures, and grant deadlines.

b) Citizen Corps Program (CCP)/Preparedness

We are proud to announce that 6 students from the RGV were selected to be on the inaugural 24-member Texas Youth Preparedness Council for the 2016-17 year. The mission of this council is to engage and empower youth in individual and community preparedness activities and roles.

Staff continues to conduct outreach and promote Community Emergency Preparedness and volunteer programs throughout the LRGV Region at the monthly Homeland Security Advisory Committee (HSAC) meetings and other venues.

c) FY2015 Homeland Security Grant Program

At this time, grantees are in the process of continuing to order equipment. The HSAC continues to monitor all grantees that are still within the grant performance period.

UPDATE: Pending completion are the Cities of Brownsville, Edinburg (Police Dept.), and Weslaco.

d) FY2016 Homeland Security Grant Program

Staff continues to provide technical assistance to jurisdictions with grant awards.

eGrants Help Desk:
Any jurisdiction needing further training and assistance on how to complete, submit, or certify an application may contact LRGVDC Staff or email the state at eGrants@gov.state.tx.us. Services provided include: new and existing account management; password resets; navigating within eGrants; and resolving website and other technical issues.
Resources:
Detailed funding information and a calendar listing the available funding is located here - https://eGrants.gov.texas.gov/fundopp.aspx.


e) FY2017 Homeland Security Grant Program

At this time, the Homeland Security Grant Program, State Homeland Security Program (SHSP), Law Enforcement Terrorism Prevention Activities (LETPA) for LRGVDC Local Governments is officially closed.

On October 27th, the Homeland Security Advisory Committee (HSAC) conducted a pre-screening of the Notice of Intent (NOI) that were submitted by applicants. Eligible jurisdictions were selected based on the FY2016 HSGP guidance and eligibility requirements received from the Office of the Governor (OOG) – Homeland Security Grant Division (HSGD) for our region.

The applications that will be submitted on eGrants, around December 15th, MUST demonstrate the use of funds, alignment with regional, state, and national priorities as identified in the region’s 1.) Threat Hazard Identification and Risk Assessment (THIRA); 2.) State Preparedness Report (SPR); and Homeland Security Strategic Implementation Plan. Project quality, sustainability, and potential impact on multiple jurisdictions and/or multiple capability gaps must also be taken into consideration.

Should there be any questions please advise.
Lower Rio Grande Valley Development Council
Board of Directors Meeting

December 07, 2016

8. Homeland Security ......................................................................................................... Manuel Cruz
   Director

   B. Criminal Justice Program

   1. Status Report

   a. CJD Planning

   Notification of funding continued in Oct/Nov, CJD began notifying applicants and sent out email award notices to FY2016-2017 grantees.

   **CJD Funding Opportunity:**
   **Body-Worn Camera Program, Second-Round**

   CJD is accepting applications for the purchase of body cameras and digital storage systems to serve as a tool in a law enforcement comprehensive problem-solving approach to enhance officer interactions with the public, build community trust, and gather important evidence for use in the prosecution of crimes. The purpose of this announcement is to aid municipal police departments and county sheriffs' offices in establishing or enhancing body-worn camera (BWC) programs.

   **Funding Available:** It is anticipated that up to $2.2 million may be funded under this announcement.

   Applicants may submit an application through CJD’s eGrants system at [https://eGrants.gov.texas.gov/](https://eGrants.gov.texas.gov/)

<table>
<thead>
<tr>
<th>Timeline:</th>
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<tbody>
<tr>
<td>Funding Announcement Release</td>
<td>November 15, 2016</td>
</tr>
<tr>
<td>Online System Opening Date</td>
<td>November 15, 2016</td>
</tr>
<tr>
<td>Application Deadline</td>
<td>January 16, 2017 at 5PM CST</td>
</tr>
<tr>
<td>Earliest Start Date</td>
<td>March 1, 2017</td>
</tr>
<tr>
<td>Latest End Date</td>
<td>April 30, 2018</td>
</tr>
</tbody>
</table>
CJD Funding Opportunity:
Texas Conversion to the National Incident-Based Reporting System (NIBRS)

CJD is accepting applications for projects from local law enforcement agencies to upgrade their technology infrastructure to allow for and support Incident-Based Reporting to the Texas Department of Public Safety (DPS). CJD is accepting expanded applications from border region law enforcement agencies to upgrade the agency’s technology infrastructure to allow for and support Incident Reporting as well as to facilitate compliance with new requirements in Sec. 362.005(c), Local Government Code, related to the submission of data to the Texas Transnational Intelligence Center (TTIC).

Funding Available: It is anticipated that up to $14 million may be funded under this announcement.

Applicants may submit an application through CJD’s eGrants system at https://eGrants.gov.texas.gov/

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</tr>
<tr>
<td>Latest End Date</td>
<td>April 30, 2019</td>
</tr>
</tbody>
</table>

Should you have any questions, please advise.
ITEM 9
REGIONAL PLANNING AND SERVICES
9. Report from Regional Planning and Services

A. Environmental Resources

1. Water Resources

   a. Program Activity and Status Report (Region M)
      
         ❖ The next Region M meeting is tentatively scheduled for February 8, 2017.
         ❖ Staff is working on updating the Region M Website.

2. Solid Waste Management

   a. Consider Approval of Solid Waste Advisory Committee Membership Appointments

      The Solid Waste Advisory Committee met Wednesday, November 16, 2016, and is recommending Grace Gonzalez from South Texas College to fill the vacancy under Education and David Escobar to fill the vacancy under private citizen category. This agenda item requires Board action.

   b. Program Status Report on Solid Waste Program Activities

      Staff continues to provide technical assistance and outreach and continues to monitor all Solid Waste Management Projects. All information pertaining to the solid waste program is available on our web site at www.lrgvdc.org – regional planning page. Should there be no questions, this concludes the Solid Waste Management Program Status Report.
9. Report from Regional Planning and Services................................................................. Marcie Oviedo
   Director

B. HUD Disaster Recovery Funding

1. Presentation on Stormwater Drainage Planning
   for the Colinas of the Lower RGV ................................................................. Raul Garcia
   Senior Project Manager
   Halff Associates, Inc.

2. Program Status Report on 2nd Round Disaster Recovery Funding

   a. Multi-Family Rental Program as of 10/14/2016

   **San Benito Housing Authority:**
   Project Name: Stone Village Apartments
   Project Location: Line 17 Rd & N. McCullough Street, San Benito, Texas
   Project Cost: $3,750,000.00 of $5,000,000.00
   Closing Date: August 28, 2014
   Construction Start Date: January 5, 2015
   Final Inspection Date: December 15, 2015
   Percentage Complete: 100%
   Completion Date: December 22, 2015
   Number of Units: 50
   Leased Units: 49

   **Pharr Housing Authority:**
   Project Name: Sunset Senior Village
   Project Location: 700 W. Egly, Pharr, Texas
   Project Cost: $4,449,910.00 of $7,884,615.00
   Closing Date: May 18, 2015
   Construction Start Date: June 8, 2015
   Mid Inspection Date: March 8, 2016
   Percentage Complete: 100%
   Completion Date: July 2016
   Number of Units: 80
   Leased Units: 20

   b. Single Family Rental Program as of 10/14/2016

   **La Feria Economic Development Corporation:**
   Project Location: La Feria, Texas
   Project Cost: $441,921
   Number of Units: 4
   Percentage Complete: 100%
   Leased Units: 4
South Texas Collaborative for Housing Development:
Project Location: La Feria, Texas
Project Cost: $443,735
Number of Units: 4
Percentage Complete: 100%
Leased Units: 4

Willacy County Housing Authority
Project Location: Willacy County
Project Cost: $426,272.00
Number of Units: 4
Percentage Complete: 100%
Leased Units: 4

c. Multi-Family 2nd NOFA as of 10/14/2016

Willacy County Housing Authority:
Project Name: Willacy Apartments Rehab Project
Project Location: 100 S. Expressway, WCHA 4024
Project Cost: $540,000
Closing Date: September 9, 2015
Construction Start Date: October 14, 2015
Final Inspection Date: December 16, 2015
Percentage Complete: 100%
Completion Date: December 29, 2015
Number of Units: 58
Leased Units: 54

Willacy County Housing Authority:
Project Name: Willacy White-houses Reconstruction Project
Project Location: 100 S. Expressway, WCHA 4024
Project Cost: $3,245,095.00
Closing Date: December 21, 2015
Construction Start Date: January 18, 2016
Mid Inspection Date: March 7, 2016
Percentage Complete: 75%
Completion Date: TBD – additional funding will be awarded to complete an additional 15 units. Amendment in process with GLO to approve.
Number of Units: 31
Leased Units: 31
South Texas Economic Development Corporation:

Project Name: Donna Apartments Rehabilitation Project
Project Location: 303 N. 3rd Street
Project Cost: $136,750.00
Closing Date: December 3, 2015
Construction Start Date: January 5, 2016
Mid Inspection Date: March 8, 2016
Percentage Complete: 70%
Completion Date: TBD – additional funding will be awarded to complete an additional 8 to 12 units. Amendment in process with GLO to approve.

Number of Units: 4
Leased Units: 4

d. Rapid Recovery Pilot Program as of 10/14/2016

Community Development Corporation of Brownsville:

Project Name: RAPIDO
Project Cost: $1,570,083.00
Number of Units: 20
Percentage Complete: 100%

e. Housing Assistance Program (HAP) as of 10/14/2016
(Single Family Owner Occupied)

Accomplishments to Date – HAP
- Construction Complete Homes: 641
- Homes Currently Under Construction: 0
- Pending Set-up Approval, Construction NOT Begun: 0
- Total Homes – 100% Complete 641

f. Homeowner Opportunity Program (HOP) as of 10/14/2016

Accomplishments to Date – HOP
- Total HOP Closings to Date: 116
- Applicants Currently waiting to close: 0
- Total Homes – 100% Complete 116

Amendment in process with GLO to move unused Non-Rental funds to Rental Projects for additional units and to close out the Disaster Recovery Non-Rental Contract.