AGENDA
BOARD OF DIRECTORS
LRGVDC Main Campus, Building B
301 W. Railroad Street
Weslaco, TX 78596

Wednesday, August 29, 2018   12:00 PM Ken Jones Executive Board Room

Presiding: The Honorable Norma G. Garcia, President

Item #1: Call to Order
   A. Roll Call
   B. Invocation
   C. Pledge of Allegiance

Item #2: Consider Approval of Meeting Minutes (June 27, 2018)

ACTION ITEM

Item #3: Public Comment and/or Report from Legislative Delegation

Item #4: Administration
   A. Presentation and Consider Approval of 2017 Annual Audit...............................Melissa Gonzalez
      Oscar R. Gonzalez, CPA & Associates
      ACTION ITEM

   B. Consider Approval of Quarterly Investment Report ............................................Crystal Balboa
      Finance Director
      ACTION ITEM
C. Executive Director Report

1. Introduction of New Staff Members

2. Status of Texas Gas Service’s 2018 COSA Settlement

LRGVDC Updates & Activities

3. Census 2020
   a. Consider Approval of Resolution 2018-04 Creating a Census 2020 Regional Complete Count Taskforce

4. 2018 Road to Recycling Regional Tire Collection Project

5. BikeShare RGV

6. Administrative Agreement between LRGVDC and Hidalgo County MPO

7. Acknowledgement of Regional Transit Coordination

Item #5: Department Reports

A. Economic Development

Economic Development Status Report ................................................................. Terrie G. Salinas, Director

- Status on Regional Small Cities Coalition
- Kari’s Law Business Project
- Property Assessed Clean Energy (PACE)
- Hidalgo County Small Town Economic Development (STED) Grant Program

Explore RGV Status Report ................................................................................. Blanca Davila
Economic Development Specialist

- Status on Explore RGV Project

1. Consider Approval to Organize Explore RGV Reception and Allow RGV Partnership to Solicit Sponsorship Contributions for this Event

B. Community & Environmental Services

Community Development Status Report ......................................................... Marcie Oviedo, Director

- HUD Disaster Recovery Housing Program
Environmental Resources Status Report

- Solid Waste Management Program
  1. Consider Solid Waste Advisory Committee (SWAC) Recommendation RE: Membership Appointment

- Water Resources
  - Rio Grande Regional Water Planning Group (Region M)
  - Reservoir Levels

C. Health & Human Services

Area Agency on Aging (AAoA) Status Reports ........................................ Jose L. Gonzalez, Director

- Aging Well VISTA Volunteer
- Emergency Assistance Project
- Benefits Counseling and Enrollment Assistance Project

D. Public Safety

Criminal Justice Status Report ................................................................. Manuel Cruz, Director

- Criminal Justice Division (CJD) Planning
- Computerized Criminal Justice History (CCH) Compliance
- Regional Crime Victim’s Liaison Program

Emergency Communications Status Report ............................................. Manuel Cruz, Director

1. Consider Approval of Cinema Advertisement in Local Theatres within Hidalgo County for ECOMMS/9-1-1

   ACTION ITEM

2. Consider Approval to Purchase Front Room Equipment and Software Upgrades for all 9-1-1 Public Safety Answering Points (PSAP)

   ACTION ITEM

3. Consider Approval to Renew ESRI ArcGIS Enterprise License Agreement for FY 2019

   ACTION ITEM
4. Consider Approval to Purchase Enterprise Geospatial Database Management System (EGDMS III) Contract Service

   • Location Validation Program
   • Database Program
   • Mapping Program
   • System and Public Safety Answering Point (PSAP) Operations Program
   • Public Education/Training Program

Homeland Security Status Report ........................................................................ Manuel Cruz, Director

   • Homeland Security Program & Funding Opportunity FY 2018
   • Citizen Corps Program (CCP)/Preparedness
   • FY 2017 Homeland Security Grant Program
   • FY 2016 Homeland Security Grant Program

Regional Police Academy Status Report ...................................................... Randall Snyder, Training Coordinator

   • In-Service Training Hours Reported
   • Basic Peace Officer Academy Cadets Enrolled
   • August/September In-Service Schedule
   • Basic Peace Officer Course Upcoming Academies
   • Academy Graduation Dates

E. Transportation

Hidalgo County Metropolitan Planning Organization Status Report .......... Andrew Canon, Director

Valley Metro Status Report ..................................................................................... Tom Logan, Director

1. Consider Approval of Revisions to Operating Policies and Procedures

   ACTION ITEM

2. Consider Approval to Commence Route 16 – Hidalgo County Courthouse Circulator

   ACTION ITEM

3. Consider Approval of Revisions to Vehicle Maintenance & Facility Maintenance Policy

   ACTION ITEM
4. Consider Approval to Submit Grant Application for Funding of Mobility Manager Position

- Ridership Report

**Item #6: New or Unfinished Business**

**Item #7: Adjourn**

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*REMINDER*

Next Meeting Date: Wednesday, September 26, 2018

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 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, 551.074, and 551.075, Texas Government Code. No final action will be taken in Executive Session.

**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 Chair as these items are considered, and the same 3 minute time limitation applies.”
ITEM #2.

MINUTES
President Norma Garcia called the meeting to order at 12:07 p.m. Roll call was taken and a quorum declared.

The President then moved to item 2: Consider Approval of Meeting Minutes (May 30, 2018). Mr. Eddy Gonzalez made a motion to approve the minutes as presented. Mayor Pro-tem Pete Garcia seconded the motion, and upon a vote the motion carried unanimously.

President Garcia then moved to item 3: Public Comment and/or Report from Legislative Delegation. Ms. Clarissa Sanchez, Senator John Cornyn’s South Texas Staff Assistant was recognized and extended thoughts and prayers from the senator and staff to the communities effected by last week’s devastating flooding.

President Garcia next moved to item 4: Administration.

A. Executive Director Report

1. Introduction of New Staff Members
   Mr. Garza introduced:
   - Ms. Marisol Rosas – Case Manager, Criminal Justice
   - Mr. Dagoberto Castillo – Vehicle Driver II, Valley Metro
   - Mr. Loyd Haylock - Vehicle Driver II, Valley Metro
   - Mr. Eliesar Lumbrera – Vehicle Driver II, Valley Metro
   The Board warmly welcomed our new employees.

LRGVDC Updates & Activities
Mr. Garza was recognized and addressed the following items:

2. Census 2020
   Mr. Garza acknowledged the support the Census Bureau has given the Valley and offered to provide assistance to local entities as needed. He stated that Ms. Anna Leonard is the local Census Bureau staffer and that the next meeting of the Census 2020 Regional Taskforce is scheduled for July 31, and is open to all counties, cities, and complete count committees.
3. BikeShare RGV
   Mr. Garza announced that the Request for Proposals (RFP) is scheduled to be released in July and added that BikeShare programs are becoming very popular throughout the country.

4. 2018 Road to Recycling – Reginal Tire Collection Project
   The next Road to Recycling event is scheduled for Saturday, July 28 and a press conference will be held to raise awareness the week prior to the event.

5. RGV 2020
   This topic ties into the next.

6. RGV to DC 2018
   Mr. Garza reported that the Valley delegation used the “RGV 2020” as their platform for discussions while in our nation’s capital. The RGV 2020 is the Valley’s Comprehensive Economic Development Strategy (CEDS), a regionally owned planning process designed to guide the economic prosperity and resiliency of our region. Mr. Garza was proud to report that the RGV gave a unified, consistent message to our representatives.

Upon conclusion of Administration items, President Garcia moved to item 5: Department Reports.

A. Economic Development

   Economic Development Status Reports
   Ms. Terrie Salinas, Economic Development Director summarized the most recent Regional Small Cities Coalition meeting hosted by Mayor Dave Kusch in the City of Primera.

   Explore RGV Status Report
   Ms. Blanca Davila, Economic Development Specialist, was recognized and reported that RGVision Media has begun development of the Explore RGV website and mobile app. Staff has regularly met with their creative team to discuss the function, aesthetics, and progress of both tools. Most of the flyover video destinations footage has been gathered and is being edited. RGVision will commence capturing photos of destinations in July. Several partner chambers of commerce, convention visitor bureaus, and economic development organizations have shared high quality photos to be featured in the Explore RGV website and mobile app.

   RSTEC Updates
   Mr. Matt Ruszczak was recognized and reported that during his trip to Germany for the Hannover Messe (tradeshow) he picked up leads from at least 20 companies, and 21 more foreign and domestic leads were garnered from the Select USA Conference. The Danish consulate visited our region and has shown interest in the Gulf Coast, and lastly the Building Blocks sessions will continue near the end of summer.

B. Community & Environmental Services

   Community Development Status Report
   Program Director Marcie Oviedo was recognized and informed the Board that the status reports on the HUD Disaster Recovery Housing Program, the Solid Waste Management Program, and
Water Resources were in the Board packet for review. She added that there was a recent meeting of the Regional Review Committee to establish criteria for non-entitlement communities in Cameron and Willacy Counties. This guide will be submitted to the Texas Department of Agriculture for their approval. She also stated that Los Indios Mayor Rick Cavazos was selected as the new Chairman of the Regional Review Committee.

Ms. Oviedo announced that the Rio Grande Regional Water Planning Group (Region M) currently has a Voting Member vacancy in the County category and another in the Electric Generating Utilities category. The next meeting of Region M is scheduled on August 1.

C. Health & Human Services

Area Agency on Aging Status Reports

Program Director Joe Gonzalez was recognized to address the following:

1. Consider Approval of Federal Grant Opportunity by the Centers for Disease Control (CDC) Mr. Gonzalez informed the Board that the Centers for Disease Control and Prevention (CDC) is accepting proposals for “Local Public Health Strategies to Prevent and Manage Diabetes”. The target population for this grant is areas of at least 900,000. The proposed project will include the LRGVDC as the lead agency in partnership with Unidos Contra La Diabetes, a non-profit organization in Weslaco that has an established collaborative with other stakeholders whose goal is addressing the issue of diabetes. The third partner is the Texas A&M School of Public Health in McAllen. **Mayor Pro-tem Pete Garcia made a motion to approve submission of an application for the Local Public Health Strategies to Prevent and Manage Diabetes federal grant. Mayor Pro-tem Norie Gonzalez Garza seconded the motion, and upon a vote the motion carried unanimously.**

2. Consider Approval for Advisory Council Recommendation RE: Amigos Del Valle Budget Amendment for Fiscal Year 2018 The Area Agency on Aging Advisory Council recommends approval to amend the Amigos Del Valle budget for the current 2018 fiscal year. The current amounts under the contract are less than the amounts that the State office has approved. The current amount budgeted for congregate meals is $928,381; for home delivered meals the budget amount is $975,000. The state approved amount for congregate meals is $1,124,504 and $1,100,000 for home delivered meals. **Mr. Eddy Gonzalez made a motion to approve the amended budget depending on the amount of funds awarded to the LRGVDC. Commissioner Edward Gonzales seconded the motion, and upon a vote the motion carried unanimously.** Upon conclusion of action Mr. Gonzalez stated that the status reports are in the meeting packet for review.

D. Public Safety

President Garcia next recognized Public Safety Director Manuel Cruz to address the following items:

Criminal Justice Program Status Reports

Mr. Cruz stated that the status reports were available for review in the Board meeting packet.
Emergency Communications Status Report

1. Consider Approval of Interlocal Cooperative Agreement between LRGVDC E-COMMS/9-1-1 and Local Governments
Mr. Cruz informed the Board that in order to provide assistance to 9-1-1 callers, dispatchers and first responders must have accurate and up-to-date information on the location of an incident. Much of the data required to identify a caller’s location and dispatch the required response is already being collected and maintained by the cities within the LRGVDC area to support address assignments. Cities and the LRGVDC E-COMMS/9-1-1 Department desire to work jointly to maximize the accuracy and efficiency of the processes and procedures in use today. This requires providing resources for necessary training, networking, and professional development needed in the future to support Next Generation 9-1-1. A draft sample Interlocal Cooperation Agreement template was presented. This document was developed to establish in writing the specific contributions and responsibilities by which the parties have been voluntarily operating; use of this template will provide standardization in the region. Mayor Pro-tem Pete Garcia made a motion to approve the Interlocal Cooperative Agreement between LRGVDC E-COMMS/9-1-1 and Local Governments template as presented. Mr. Troy Allen seconded and upon a vote the motion carried unanimously.

2. Consider Approval to Purchase Server Equipment and Installation for the E-COMMS/9-1-1 Disaster Recovery Network at LRGVDC Main Campus at 301 W. Railroad St., Building B in Weslaco
Due to the need for contingency planning, staff is requesting approval to continue setup of a Disaster Recovery Network in preparation for natural disasters. The Disaster Recovery Network will be designed to back up all of our data and can be used as a temporary location for our Emergency Communications Department in case the 1912 Joe Stephens Avenue site becomes inoperable. This proposed action will take place in two phases. Phase 1 is to be completed within fiscal year 2018 and is expected to cost $150,000. Phase 2 is to be completed within fiscal year 2019 and is also expected to cost $150,000. Upon conclusion of discussion Mayor Pro-tem Pete Garcia made a motion to approve the purchase of server equipment and installation for the E-COMMS/9-1-1 Disaster Recovery Network at LRGVDC’s Main Campus located at 301 W. Railroad St., Building B in Weslaco. Mayor Pro-tem Norie Gonzalez Garza seconded the motion, and upon a vote the motion carried unanimously. Upon conclusion of action Mr. Cruz noted that the Emergency Communications status reports were in the meeting packet for review.

Homeland Security Status Report
Mr. Cruz noted that the Homeland Security Program status reports were in the Board meeting packet for review and encouraged reporting of all flood damage. In order for this region to be eligible for public and individual assistance $36MM in damages needs to be reported. Support from LRGVDC staff to help document damages has been requested and provided.

Regional Police Academy Status Report
Mr. Cruz reported that the Regional Police Academy status report was in the meeting packet for review.
E. Transportation

Hidalgo County Metropolitan Planning Organization Status Report
Andrew Canon, Director of the HCMPO, was unable to attend; Mr. Garza noted there were no significant updates to report from the HCMPO.

Valley Metro Status Report
Program Director Tom Logan was recognized and noted that there has been a 27% increase in ridership and staff continues to monitor performance measures. Ms. Veronica Gonzales added that UTRGV ridership continues to increase and they are grateful for the service provided by Valley Metro.

President Garcia next moved to item 6. – New or Unfinished Business; there being no further business to come before the Board. **Alderman Javier Vera made a motion to adjourn; Mr. Troy Allen seconded and the meeting was adjourned at 12:50 pm.**

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Hon. Norma G. Garcia, President

ATTEST:

Deborah Morales, Recording Secretary
ITEM #4. A.
ADMINISTRATION
ANNUAL AUDIT
INDEPENDENT AUDITOR’S REPORT

To the Board of Director of the
Lower Rio Grande Valley Development Council

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Lower Rio Grande Valley Development Council, as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the Lower Rio Grande Valley Development Council’s basic financial statements as listed in the table of contents.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Lower Rio Grande Valley Development Council, as of December 31, 2017, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management’s discussion and analysis and budgetary comparison information on pages 3–9 and 30–31 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the
information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Lower Rio Grande Valley Development Council’s basic financial statements. The schedules in the supplementary information section, pages 32 -175, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the State of Texas Single Audit Circular, is also not a required part of the basic financial statements.

The schedule of expenditures of federal awards is the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The schedules in the supplementary information section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated August X, 2018, on our consideration of the Lower Rio Grande Valley Development Council’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Lower Rio Grande Valley Development Council’s internal control over financial reporting and compliance.

Oscar R. Gonzalez, CPA & Associates, PLLC
Certified Public Accountants

Pharr, Texas
August X, 2018
ITEM #4. B.
ADMINISTRATION QUARTERLY INVESTMENT REPORT
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL  
Quarterly Investment Report  
April 1, 2018 through June 30, 2018

This quarterly report is in full compliance with investment policy and strategy as established for the Lower Rio Grande Valley Development Council and the Public Funds Investment Act.

Recorded Interest Income for the quarter $4,977.65

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TexPool Prime Rate as of June 30, 2018 – 2.2045%

Crystal Balboa  
Director of Finance
ITEM #4. C. 2.
ADMINISTRATION
TEXAS GAS SERVICES
COSA
SETTLEMENT
Item #4: Administration

C. Executive Director Report ............................................. Ron Garza, Executive Director

2. Status of Texas Gas Service’s 2018 COSA Settlement

_The following narrative was provided by Tomas L. Brocato, Partner with Lloyd Gosselink Attorney at Law._

On April 27, 2018, TGS filed its first Cost of Service Adjustment (COSA) filing under the tariff cities approved earlier this year. The COSA is an annual expedited limited review rate increase. The City of McAllen authorized Lloyd Gosselink Law Firm to review this filing and they hired a consultant. This is a reimbursable matter so there is no direct cost to the cities.

The 2018 COSA filing proposed to increase rates in the cities by $1,056,363. A residential customer using an average of 12 Ccf of gas per month would see an increase of $0.65 per month under the COSA. This is on top of the $1.25 per month decrease beginning in April due to the TCJA tax cut. So, compared to rates before the tax cut, an average residential customer would still see a net decrease of $0.60 per month. In addition, TGS issued a one-time refund of $6.15 per customer in May to reflect the impact of the TCJA tax cut for the period January 1 through March 2018.

Cities’ consultant found that TGS’s cost of service calculations were consistent with the terms of the COSA tariff with one exception. TGS had improperly included $52,398 in energy efficiency program expenses in its base rate request. As these costs are recovered elsewhere, they should be removed from base rates. However, removing these costs does not affect the overall requested revenue requirement. This is because the Company already met the cap on the increase contained in the tariff. Additionally, TGS agrees to present a specific treatment for the amortization of excess accumulated deferred income tax caused by the reduction in the federal income tax rate in its next statement of intent filing or other rate proceeding. TGS has agreed to work with Cities to establish an appropriate amortization process to refund the excess deferred taxes to customers. Cities do not need to take any action at this time. Under the tariff rate adjustments are to be effective for meters read on or after the first billing cycle of August each year.
ITEM #4. C. 3.

ADMINISTRATION

RESOLUTION

2018-04
RESOLUTION 2018-04

CREATING A CENSUS 2020 REGIONAL COMPLETE COUNT TASKFORCE TO PLAN AND CONDUCT LOCAL EDUCATIONAL INITIATIVES, PUBLICITY AND PROMOTIONAL ACTIVITIES TO INCREASE COMMUNITY AWARENESS AND PARTICIPATION IN CENSUS 2020

Whereas the Lower Rio Grande Valley Development Council (LRGVDC) is the Regional Council of Governments serving Cameron, Hidalgo, and Willacy Counties;

Whereas April 1, 2020 is Census Day for the United States of America pursuant to Article 1, Section 2 of the United States Constitution; and

Whereas an accurate census is essential for the allocation of representatives with the legislative bodies of the United States House of Representatives, the Texas State Legislature, and within the city and county voting districts in the Rio Grande Valley; and

Whereas correct apportionment of federal dollars for health, education, transportation, child and elder care, emergency preparation and response, public and social support programs of all kinds depend on complete and accurate age, population and other ethnic and demographic information gathered every ten years; and

Whereas accurate census information is critical to planning for future growth, development and social needs of the Rio Grande Valley; and

Whereas the Rio Grande Valley cities and counties have all experienced phenomenal growth over the last ten years, hence demonstrating the need for an accurate census.

Now, therefore be it resolved that the LRGVDC Board of Directors hereby desires to create the Census 2020 Regional Complete Count Taskforce for the purpose of planning and conducting local initiatives and promotional activities to increase community participation in the 2020 Census.
The Rio Grande Valley Regional 2020 Complete Count Taskforce shall consist of points of contact for LRGVDC’s coverage area city and county established Complete Count Committees and other regional partners including representation from the following stakeholder groups:

A. Business  
B. Religious Groups  
C. Education  
D. Community Organizations  
E. Media  
F. Minority Groups

The LRGVDC shall provide support staff as resources allow.

Adopted this 29th day of August, 2018

The Honorable Norma G. Garcia, President
ITEM #4. C. 6.

ADMINISTRATION

HCMPO

ADMINISTRATION

AGREEMENT
STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT WITH METROPOLITAN PLANNING ORGANIZATION

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the “Department,” the Lower Rio Grande Valley Development Council (LRGVDC) which has been designated as the Metropolitan Planning Organization of the McAllen-Edinburg-Mission urbanized area, which also serves as the Fiscal Agent for the Metropolitan Planning Organization hereinafter called the “MPO”, and the Transportation Policy Committee, LRGVDC’s designated transportation policy committee hereinafter called “the MPO Policy Committee”.

WITNESSETH

WHEREAS, 23 United States Code (USC) §134 and 49 USC §5303 require that MPOs, in cooperation with the Department and transit agencies, develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, 23 Code of Federal Regulations (CFR) 450.314 requires the MPO, State, and public transportation operators within each metropolitan planning area to enter into a written agreement to clearly identify the responsibilities of the parties in carrying out the metropolitan planning process; and

WHEREAS, 23 USC §104(d) authorizes Metropolitan Planning funds and 49 USC §5305 authorizes funds to be made available to MPOs designated by the Governor to support the urban transportation planning process; and

WHEREAS, the Department participates in the Consolidated Planning Grant program in which federal transit planning funds authorized under 49 USC §5305 are transferred to the Federal Highway Administration, combined with additional federal funds, and distributed to the state as a single distribution; and

WHEREAS, the federal share payable for authorized activities using the Consolidated Planning Grant funds is eighty percent (80%) of allowable costs; and

WHEREAS, Texas Transportation Code §221.003 authorizes the Department to expend federal and state funds for improvements to the state highway system; and

WHEREAS, Texas Transportation Code §201.703 authorizes the Department to expend federal funds and to provide state matching funds for allowable costs necessary for the improvement of roads not in the state highway system; and
WHEREAS, this agreement outlines the requirements and responsibilities of the parties for federal reimbursement using Consolidated Planning Grant funds and other federal transportation funds that may be used for planning (e.g., Surface Transportation Program, National Highway System, Congestion Mitigation and Air Quality, etc.); and

WHEREAS, the Governor of the State of Texas and the Lower Rio Grande Valley Development Council have executed an agreement pursuant to the MPO designation; and

WHEREAS, an area equal to or larger than the above-mentioned urbanized area has been delineated in accordance with federal and state guidelines where required metropolitan transportation planning activities may take place; and

WHEREAS, 23 Code of Federal Regulations (CFR) §420.117(a) requires that in accordance with 49 CFR §18.40, the Department shall monitor all activities performed by its staff or by sub-recipients with Federal Highway Administration (FHWA) planning and research funds to assure that the work is being managed and performed satisfactorily and that time schedules are being met; and

NOW THEREFORE, it is agreed as follows:

AGREEMENT

Article 1. Agreement Period
A. This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. The Department shall not continue its obligation to the MPO under this agreement if the Governor's designation of the MPO is withdrawn; if federal funds cease to become available; or if the agreement is terminated as provided below.
B. This agreement expires on September 30, 2024. No fewer than one hundred and twenty (120) days before the expiration date, the Department may, at its sole discretion, exercise in writing an option to extend the agreement by a period of no more than two years. The Department may exercise this option no more than two times. If all terms and conditions of this agreement remain viable and no amendment to the existing agreement or new agreement is required, a letter from the Department to the MPO shall constitute renewal of this agreement subject to all terms and conditions specified in this agreement. However, an amendment or a new agreement may be executed, if necessary.

Article 2. Responsibilities of the Department
The responsibilities of the Department are as follows:
A. Assist in the development of the Unified Planning Work Program (UPWP), approve the format of work programs submitted by the MPO, and, where required by federal law or regulation, monitor the MPO's performance of activities and expenditure of funds under a UPWP. Where monitoring is not required, the Department is responsible for reviewing the MPO's activities and expenditure of funds, and will comment on and make suggestions relating to those activities and expenditures.
B. Develop a time line for development of the UPWP by the MPO; and in consultation with the MPOs, shall develop a standard UPWP format to be used by all MPOs.
C. Make available to the MPO its share of all federal metropolitan planning funds and provide the required non-federal match as authorized by the Texas Transportation Commission. The Department will distribute federal transportation planning funds to the MPO based on a formula developed by the Department, in consultation with the MPOs, and approved by FHWA, the Federal Transit Administration (FTA), and other applicable federal agencies.

D. Provide to the MPO, as appropriate, technical assistance and guidance for the collection, processing, and forecasting of socio-economic data needed for the development of traffic forecasts, plans, programs, and planning proposals within the metropolitan area, including collecting, processing, and forecasting vehicular travel volume data in cooperation with the MPO, as appropriate.

E. Jointly promote the development of the intermodal transportation system within the metropolitan area by identifying points in the system where access, connectivity, and coordination between the modes and inter-urban facilities would benefit the entire system.

F. Share with the MPO information and information sources concerning transportation planning issues that relate to this agreement.

G. Cooperatively develop and share information with the MPO related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System (NHS).

**Article 3. Responsibilities of the MPO**

The MPO is an organization created to ensure that existing and future expenditures on transportation projects and programs are based on a continuing, cooperative, and comprehensive planning process. The responsibilities of the MPO are as follows:

A. Document planning activities in a UPWP to indicate who will perform the work, the schedule for completing it, and all products that will be produced. In cooperation with the Department and public transportation operators as defined by 23 CFR Part 450, the MPO must annually or bi-annually develop a UPWP that meets federal requirements.

B. Prepare and submit to the Department an annual performance and expenditure report of progress no later than December 31 of each year. A uniform format for the annual report will be established by the Department, in consultation with the MPOs.

C. Use funds provided in accordance with 43 Texas Administrative Code (TAC) §16.52 and Article 2 (Responsibilities of the Department) of this agreement to develop and maintain a comprehensive regional transportation planning program in conformity with the requirements of 23 USC §134, 49 USC §5303, and the Texas Comptroller of Public Accounts Uniform Grant Management Standards (UGMS).

D. Develop a Metropolitan Transportation Plan (MTP), a Transportation Improvement Program (TIP), and a UPWP for the Metropolitan Planning Area (MPA), all of which are consistent with the Statewide Long-Range Transportation Plan (SLRTP), as required by the state and federal law. At a minimum, the MPO shall consider in their planning process the applicable factors outlined in 23 USC §134.

E. Assemble and maintain an adequate, competent staff with the knowledge and experience that will enable them to perform all appropriate MPO activities required by law.

F. Forecast, collect, and maintain appropriate socio-economic, roadway, and travel data on a timely basis, in cooperation with the Department.
G. Prepare all required plans, programs, reports, data, and obtain required certifications in a timely manner.
H. Share information with the Department and information sources concerning transportation planning issues.

**Article 4. Responsibilities of the MPO Policy Committee**
The MPO Policy Committee is the policy body that is the forum designated under 23 USC §134 with the responsibility for establishing overall transportation policy for the MPO and for making required approvals. The MPO Policy Committee is comprised of those governmental agencies identified in the original designation agreement and those agencies or organizations subsequently added to the membership of the committee. The responsibilities of the MPO, acting through its Policy Committee, are as follows:
A. Ensure that requirements of 23 USC §§134 and 135 and 49 USC, Chapter 53, are carried out.
B. Use funds provided in accordance with Article 2 (Responsibilities of the Department) of this agreement to develop and maintain a comprehensive regional transportation planning program in accordance with requirements of 23 USC §134 and 49 USC §5303.
C. Develop and adopt an MTP for the MPA that is consistent with the SLRTP required by state and federal laws; a TIP and a UPWP; and other planning documents and reports that may be required by state or federal laws or regulations.
D. Provide planning policy direction to the MPO Transportation Planning Director.

**Article 5. Responsibilities of the Fiscal Agent**
The Fiscal Agent for the MPO is the entity responsible for providing fiscal, human resource, and staff support services to the MPO. The responsibilities of the Fiscal Agent are as follows:
A. Maintain required accounting records for state and federal funds consistent with current federal and state requirements.
B. Provide all appropriate funding, as identified by fiscal year in the UPWP, to allow the MPO staff to effectively and efficiently operate the program.
C. Provide human resource services to the MPO.
D. Provide benefits for the MPO staff that shall be the same as the Fiscal Agent normally provides its own employees; or as determined through an agreement between the MPO and the Fiscal Agent. Costs incurred by the Fiscal Agent for these benefits may be reimbursed by the MPO.
E. Establish procedures and policies for procurement and purchasing, when necessary, in cooperation with the MPO.
F. Exercise sole responsibility to hire, supervise, evaluate, and terminate the MPO Transportation Planning Director.
Article 6. Responsibilities of the MPO Transportation Planning Director
The responsibilities of the MPO Transportation Planning Director are as follows:
A. Administer the MPO’s UPWP. The Director shall serve in a full-time capacity and shall take planning policy direction from and be responsible to the designated MPO Policy Committee.
B. Act as a liaison to the Department, relevant to the Department’s transportation planning activities.
C. Oversee and direct all MPO transportation planning staff work performed using MPO funds.
D. Prepare and submit all required plans, programs, reports, data, and certifications in a timely manner.
E. Develop and present to the MPO Policy Committee an MTP for the MPA that is consistent with the SLRTP required by state and federal laws; a TIP and a UPWP; and other planning documents and reports that may be required by state or federal laws or regulations.
F. Share with the Department information and information resources concerning transportation planning issues.

Article 7. Unified Planning Work Program
A. Each year the MPO shall submit to the Department a program of work that includes goals, objectives, and tasks required by each of the several agencies involved in the metropolitan transportation planning process. This program of work is to be called the Unified Planning Work Program (UPWP), or any successor name. The UPWP shall be approved by the MPO Policy Committee, in accordance with 23 CFR §450.314.
B. The UPWP will be prepared for a period of one (1) year or two (2) years unless otherwise agreed to by the Department and the MPO. The UPWP shall reflect only that work that can be accomplished during the time period of the UPWP, in accordance with TAC §16.52.
C. The UPWP shall reflect transportation planning work tasks to be funded by federal, state, or local transportation, or transportation related (e.g. air quality) planning funds. The budget and statement of work will be included in the UPWP. The MPO may not incur costs until final approval of the UPWP is granted. The maximum amount payable will not exceed the budget included in the UPWP.
D. The effective date of each UPWP will be October 1st of each year or the date of approval from the appropriate oversight agency, whichever occurs later. On that date, the UPWP shall constitute a new federal project and shall supersede the previous UPWP.
E. The UPWP shall comply with all applicable federal and state requirements and will describe metropolitan transportation and transportation-related planning activities anticipated in the area.
F. The use of federal metropolitan transportation planning funds shall be limited to transportation planning activities affecting the transportation system within the boundaries of a designated metropolitan planning area. If an MPO determines that data collection and analysis activities relating to land use, demographics, or traffic or travel information, conducted outside its boundaries, affects the transportation system within its boundaries, then those activities may be undertaken using federal planning funds, if the activities are specifically identified in an approved UPWP. Any other costs incurred for transportation planning activities outside the boundaries of a designated metropolitan planning area are not eligible for reimbursement.
G. Travel outside the State of Texas by MPO staff and other agencies participating in the MPO planning process must be approved by the Department if funded with federal transportation planning funds. The MPO must receive approval prior to incurring any costs associated with the actual travel (e.g., registration fee). This provision will not apply if the travel is at the request of the Department. Travel to the State of Arkansas by the Texarkana MPO staff and travel to the State of New Mexico by the El Paso MPO staff shall be considered in-state travel.

H. The cost of travel incurred by elected officials serving on the MPO Policy Committee is eligible for reimbursement with federal transportation planning funds in accordance with 43 TAC §16.52.

I. The use of federal transportation planning funds is limited to corridor/subarea level planning or multimodal or system-wide transit planning studies. Major investment studies and environmental studies are considered corridor level planning. Unless otherwise authorized by federal law or regulation, the use of such funds beyond environmental document preparation or for specific project level planning and engineering (efforts directly related to a specific project instead of a corridor) is not allowed.

J. Failure to adhere to the time line developed by the Department may result in a delay in the authorization to the MPOs to proceed in incurring costs.

K. A UPWP will not be approved if it is submitted in a format other than the standard format developed by the Department. The UPWP and subsequent amendments may be submitted electronically.

L. The MPO shall not incur any costs for work outlined in the UPWP or any subsequent amendments (i.e., adding new work tasks or changing the scope of existing work tasks) prior to receiving approval from the Department. Any costs incurred prior to receiving Department approval are not eligible for reimbursement from federal transportation planning funds.

M. Costs incurred by the MPO shall not exceed the total budgeted amount of the UPWP without prior approval of the MPO Policy Committee and the Department. Costs incurred on individual work tasks shall not exceed that task budget by 25 percent without prior approval of the MPO Policy Committee and the Department. If the costs exceed 25 percent of the task budget, the UPWP shall be revised, approved by the MPO Policy Committee, and submitted to the Department for approval.

N. The MPO Policy Committee must approve the UPWP and any subsequent revisions, and shall not delegate the approval authority, except for corrective actions. Corrective actions do not change the scope of work, result in an increase or decrease in the amount of task funding, or affect the overall budget. Examples include typographical, grammatical, or syntax corrections.

O. Should any conflict be discovered between the terms of this agreement and the UPWP, the terms of this agreement shall prevail.

P. The MPO is not authorized to request payment for any work it may perform that is not included in the current UPWP.
Article 8. Compensation

The Department’s payment of any cost incurred under this agreement is contingent upon all of the following:

A. Federal funds are available to the Department in a sufficient amount for making payments.

B. The incurred cost is authorized in the UPWP. The maximum amount payable under this agreement shall not exceed the total budgeted amount outlined in the UPWP in accordance with 43 TAC §16.52.

C. The cost has actually been incurred by the MPO and meets the following criteria:
   1. Is verifiable from MPO records;
   2. Is not included as match funds for any other federally-assisted program;
   3. Is necessary and reasonable for the proper and efficient accomplishment of program objectives;
   4. Is the type of charge that would be allowable under 2 CFR 200 Revised, “Cost Principles for State, Local, and Indian Tribal Governments” and the state’s UGMS; and
   5. Is not paid by the Department or federal government under another assistance program unless authorized to be used as match under the other federal or state agreement and the laws and regulations to which it is subject.

D. After October 1st of each year, the Department will issue a work order to the MPO establishing the effective date of work and the total funds authorized. If the UPWP is subsequently revised, necessitating a revision to the original work order, or the Department deems a revision necessary, a revised work order may be issued at any time throughout the fiscal year. If the amount in the UPWP differs from the amount in the work order, the amount in the work order prevails.

E. The MPO is authorized to submit requests for payment of authorized costs incurred under this agreement on a semi-monthly basis, but no more than twenty four (24) times a year and no less than monthly as expenses occur. Each request for payment shall be submitted in a manner acceptable to the Department, which includes, at a minimum, the following information:
   1. UPWP budget category or line item;
   2. Description of the cost;
   3. Quantity;
   4. Price;
   5. Cost extension; and
   6. Total costs

F. The MPO shall submit the final bill from the previous fiscal year to the Department no later than December 31st of the calendar year in which that fiscal year ended. Any bills submitted after December 31 for a fiscal year in which the funds have been de-obligated will be processed against the current year’s UPWP.

G. Payment of costs is contingent upon compliance with the terms of Article 3 (Responsibilities of the MPO) of this agreement. Noncompliance may result in cancellation of authorized work and suspension of payments after a thirty (30) day notification by the Department to the MPO.
Article 9. Reporting
To permit program monitoring and reporting, the MPO shall submit reports as required in Article 3 (Responsibilities of the MPO) of this agreement. If task expenditures overrun or underrun a budgeted task amount by twenty-five percent (25%) or more, the annual performance and expenditure report must include an explanation for the overrun or underrun.

Article 10. Indemnification
A. The MPO shall save harmless the Department and its officers and employees from all claims and liability that are due to activities of the MPO, its agents, or its employees performed under this agreement and that are caused by or result from error, omission, or negligent act of the MPO or of any person employed by the MPO.
B. To the extent possible under state law, the MPO shall also save harmless the Department from any and all expense, including but not limited to, attorney fees that may be incurred by the Department in litigation or otherwise resisting claims or liabilities that may be imposed on the Department as a result of the activities of the MPO, its agents, or its employees.

Article 11. Inspection of Work and Retention of Documents
A. The Department and, when federal funds are involved, the U. S. Department of Transportation (USDOT), and their authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises on which it is being performed.
B. If any inspection or evaluation is made on the premises of the MPO or a subcontractor, the MPO shall provide or require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.
C. The MPO agrees to maintain all books, documents, papers, computer generated files, accounting records, and other evidence pertaining to costs incurred and work performed under this agreement and shall make those materials available at its office during the time period covered and for seven (7) years from the date of final payment under the UPWP. Those materials shall be made available during the specified period for inspection by the Department, the USDOT, and the Office of the Inspector General of the USDOT and any of their authorized representatives for the purpose of making audits, examinations, excerpts, and transcriptions.
D. The state auditor may conduct an audit or investigation of any entity receiving funds from the Department directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit under the state’s UGMS.

Article 12. Work Performance
All work performed under this agreement shall be carried out in a professional and orderly manner, and the products authorized in the UPWP shall be accurate and exhibit high standards of workmanship.
Article 13. Disputes
The MPO shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of work under this agreement. In the event of a dispute between the Department and the MPO concerning the work performed under this agreement in support of the urban transportation planning process, the dispute shall be resolved through binding arbitration. Furthermore, the arbiter shall be mutually acceptable to the Department and the MPO.

Article 14. Non-Collusion
The MPO shall warrant that it has not employed or retained any company or person, other than a bona fide employee working for the MPO, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the MPO breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of the fee, commission, brokerage fee, gift, or contingent fee.

Article 15. Subcontracts
A. Any subcontract for services rendered by individuals or organizations not a part of the MPO’s organization shall not be executed without prior authorization and approval of the subcontract by the Department and, when federal funds are involved, the USDOT. All work in the subcontract is subject to the state’s UGMS. If the work for the subcontract is authorized in the current approved UPWP, and if the MPO’s procurement procedures for negotiated contracts have been approved by the Department either directly or through self-certification by the MPO, the subcontract shall be deemed to be authorized and approved, provided that the subcontract includes all provisions required by the Department and the USDOT.
B. Subcontracts in excess of $25,000 shall contain all required provisions of this agreement.
C. No subcontract will relieve the MPO of its responsibility under this agreement.

Article 16. Termination
A. The Department may terminate this agreement at any time before the date of completion if the Governor withdraws his designation of the MPO. The Department or the MPO may seek termination of this agreement pursuant to Article 13 (Disputes) if either party fails to comply with the conditions of the agreement. The Department or the MPO shall give written notice to all parties at least ninety (90) days prior to the effective date of termination and specify the effective date of termination.
B. The Department may terminate this agreement for reasons of its own, subject to agreement by the MPO.
C. The parties to this agreement may terminate this agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the parties shall agree upon the termination conditions.
D. Upon termination of this agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the MPO shall, at the option of the Department, be delivered to the Department.

E. The Department shall reimburse the MPO for those eligible expenses incurred during the agreement period that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The MPO shall not incur new obligations for the terminated portion after the effective date of termination.

Article 17. Force Majeure
Except with respect to defaults of subcontractors, the MPO shall not be in default by reason of failure in performance of this agreement in accordance with its terms (including any failure by the MPO to progress in the performance of the work) if that failure arises out of causes beyond the control and without the default or negligence of the MPO. Those causes may include but are not limited to acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the MPO.

Article 18. Remedies
A. Violation or breach of agreement terms by the MPO shall be grounds for termination of the agreement. Any costs incurred by the Department arising from the termination of this agreement shall be paid by the MPO.

B. This agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 19. Gratuities
A. Employees of the Department or the MPO shall not accept any benefits, gifts, or favors from any person doing business with, or who may do business with the Department or the MPO under this agreement.

B. Any person doing business with, or who may do business with the Department or the MPO under this agreement, may not make any offer of benefits, gifts, or favors to Department or the MPO employees. Failure on the part of the Department or the MPO to adhere to this policy may result in termination of this agreement.

Article 20. Compliance with Laws
The parties to this agreement shall comply with all federal and state laws, statutes, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the MPO shall furnish the Department with satisfactory proof of its compliance.
Article 21. Successors and Assigns
No party shall assign or transfer its interest in this agreement without written consent of the other parties.

Article 22. Debarment Certifications
The MPO is prohibited from making any award or permitting any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. By executing this agreement, the MPO certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The MPO shall require any party to a subcontract or purchase order awarded under this agreement as specified in 49 CFR Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds and, when requested by the Department, to furnish a copy of the certification.

Article 23. Equal Employment Opportunity
The parties to this agreement agree to comply with Executive Order 11246 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR §60).

Article 24. Pertinent Non-Discrimination Authorities
During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination on the basis of race, creed, color, national origin, or sex).
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

Article 25. Nondiscrimination on the Basis of Disability
The MPO agrees that no otherwise qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under this agreement. The MPO shall ensure that all fixed facility construction or alteration and all new equipment included in the project comply with applicable regulations regarding Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, set forth in 49 CFR Part 27, and any amendments to it.

Article 26. Disadvantaged Business Enterprise (DBE) Program Requirements
If federal funds are used:
A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
B. The MPO shall adopt, in its totality, the State’s federally approved DBE program.
C. The MPO shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The MPO shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each MPO contract with a subprovider. The MPO shall be responsible for documenting its actions.
D. The MPO shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
E. The MPO shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The MPO shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the MPO of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the MPO signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

Article 27. Procurement and Property Management Standards
A. The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the MPO’s procurement procedures for purchases to be eligible for state or federal funds.
C. The MPO agrees to comply with the cargo preference requirements set forth in 46 USC §55305 and Maritime Administration regulations set forth in 46 CFR Part 381.

Article 28. Environmental Protection and Energy Efficiency
A. The MPO agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 USC §7602; Section 508 of the Clean Water Act 33 USC §1368; Executive Order 11738 and Title 40 CFR, “Protection of Environment.” The MPO further agrees to report violations to the Department.
B. The MPO agrees to recognize standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
Article 29. Federal Reimbursement
The MPO shall be responsible for any funds determined to be ineligible for federal reimbursement, and shall reimburse the Department the amount of those funds previously provided to it by the Department.

Article 30. Control of Drug Use

Article 31. Lobbying Certification
In executing this agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:
A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the MPO shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Article 32. Amendments
Any change to one or more of the terms and conditions of this agreement shall not be valid unless made in writing and agreed to by the parties before the change is implemented.

Article 33. Distribution of Products
A. The MPO shall provide a number of copies to be specified by the Department of all information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by the MPO and financed, in whole or in part, as provided in this agreement. All reports published by the MPO shall contain the following prominent credit reference to the Department, USDOT, FHWA, and FTA: Prepared in cooperation with the Texas Department of Transportation and the U.S. Department of Transportation, Federal Highway Administration, and Federal Transit Administration.
B. Upon termination of this agreement, all documents prepared by the MPO or furnished to the MPO by the Department, shall be delivered to the Department. All documents, photographs, calculations, programs, and other data prepared or used under this agreement may be used by the Department without restriction or limitation of further use.

Article 34. Legal Construction
In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

Article 35. Sole Agreement
This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Article 36. Copyrights
The Department and the USDOT shall, with regard to any reports or other products produced under this agreement, reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.

Article 37. Federal Funding Accountability and Transparency Act Requirements
A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf

B. The MPO agrees that it shall:
1. Obtain and provide to the Department a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site at https://www.sam.gov/portal/public/SAM/;
2. Obtain and provide to the Department a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website at http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the Department if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.
Article 38. Single Audit Report
If federal funds are used:
A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
B. If threshold expenditures of $750,000 or more are met during the fiscal year, the MPO must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT’s Compliance Division by email at singleaudits@txdot.gov.
C. If expenditures are less than the threshold during the MPO's fiscal year, the MPO must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $______ expenditure threshold and therefore, are not required to have a single audit performed for FY ______."
D. For each year the Project remains open for federal funding expenditures, the MPO will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

Article 39. Notices
All notices to any party by the other parties required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

<table>
<thead>
<tr>
<th>MPO:</th>
<th>Andrew Canon, Director of Transportation Planning</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hidalgo County MPO</td>
</tr>
<tr>
<td></td>
<td>510 South Pleasantview</td>
</tr>
<tr>
<td></td>
<td>Weslaco, TX 78596</td>
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<table>
<thead>
<tr>
<th>Fiscal Agent:</th>
<th>Ron Garza, Executive Director</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lower Rio Grande Valley Development Council</td>
</tr>
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<td></td>
<td>301 West Railroad</td>
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<th>Department:</th>
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<td></td>
<td>Texas Department of Transportation</td>
</tr>
<tr>
<td></td>
<td>125 E. 11th Street</td>
</tr>
<tr>
<td></td>
<td>Austin, Texas 78701</td>
</tr>
</tbody>
</table>

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided in this agreement. Any party may change the above address by sending written notice of the change to the other parties. Any party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other parties.
Article 40. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the Department, the MPO, and the Fiscal Agent in triplicate.

THE MPO

Signature
Honorable Ambrosio "Amos" Hernandez
Typed or Printed Name
HCMPO Policy Chairman
Title
Date

THE FISCAL AGENT

Signature
Ron Garza
Typed or Printed Name
Executive Director
Title
Date

THE DEPARTMENT

Signature
Typed or Printed Name
Director, Transportation Planning and Programming Division, Texas Department of Transportation
Title
Date
ITEM #5. A. ECONOMIC DEVELOPMENT
Item #5: Department Reports

A. Economic Development

Economic Development Status Report ......................................................... Terrie G. Salinas, Director

- Status on Regional Small Cities Coalition (RSCC)

In July the Regional Small Cities Coalition met in the “Border Security Technology & Training Center” in the City of Hidalgo. It was great to be back in this facility since it was funded through an EDA Grant administered by the LRGVDC Economic Development Department. The facility is also home to one of the LRGVDC’s Police Academy classes. The BSTTC has office space available to rent to any law enforcement, security department, or customs’ office. This month’s main speaker was Ms. JJ Rocha, Legislative Liaison for the Texas Municipal League. The RSCC invited Ms. Rocha to provide an in-depth presentation on legislative issues that would impact both large and small cities. A copy of the handout TML prepared is available and Ms. Rocha can be reached at (512) 231-7400.

Mayor Sergio Coronado and Councilwoman Linda Ayala welcomed the RSCC Members. Both city officials participated in the legislative discussion.

In August the RSCC meeting was moved from the Town of Combes to the Cameron County Emergency Communication District Office in Harlingen. Due to unforeseen circumstances, the town hall was not available, and the 9-1-1 County Office graciously offered to host the RSCC. In June the LRGVDC’s 9-1-1 Department presented on the programs and services they provide. However, since the LRGVDC only covers Hidalgo and Willacy Counties, it was very appropriate to invite Cameron County 9-1-1 to do the same. So this month they presented information on their GIS Program, Public Education and general services. The welcome to their beautiful facility was conducted by Board President Mario Prado and Deputy Director, Joel Davila. The second presenter was Mrs. Angela Burton, LRGV District Director for SBA who did an outstanding job presenting on all the services and programs offered by the U.S. Small Business Administration. Mrs. Burton stressed the importance of bringing these services to the small, rural areas and appreciated the invitation to present to the RSCC.
Both monthly meetings were very well attended and we truly appreciate the warm hospitality and great food provided by the City of Hidalgo and Cameron County 9-1-1.

- **Kari’s Law Business Project**

  Staff attended the 8th Annual National Public Safety Educator Forum (NPEF) in South Carolina. This conference is the nation’s only conference designed specifically for public safety educators. It brings together educators, administrators and other support professionals in the public safety industry to learn how to implement or improve their public education programs. The event provides technical education with practical training. This year’s conference provided various workshops on Kari’s Law and will be useful planning our workshop.

- **Property Assessed Clean Energy (PACE)**

  Mrs. Salinas and Mrs. Charlene Heydinger, President and Founder of Keeping Pace in Texas will conduct a conference call with members of the former PACE Group that helped with the last PACE Conference at South Padre Island. Mrs. Heydinger would like to start scheduling PACE training workshops at the LRGVDC this fall. PACE now has some case studies on projects that are good examples that will help get people’s attention. We also want to start planning for a series of “lunch and learns” or breakfasts; one in Cameron, Hidalgo and Willacy Counties to be sponsored by local business groups. Between the project examples and the local business community outreach, Mrs. Heydinger feels we will be able to get more businesses interested in doing PACE.

- **Hidalgo County Small Town Economic Development (STED) Grant Program**

  Hidalgo County Judge Ramon Garcia has invited Mrs. Salinas to be part of their Evaluation Committee for the STED Program. On August 21 and 22 this committee will review and evaluate all of the applications that were submitted for funding. The purpose of this project is to promote business entrepreneurship within the small communities of Hidalgo County. A total of 16 businesses submitted applications.
Item #5: Department Reports

A. Economic Development

Explore RGV Status Report......................................Blanca Davila, Economic Development Specialist

In August we continued discussions about the function and aesthetics of the website and mobile application with RGVision. Two beta test stakeholder forums were hosted; one in Mission, TX at the Center for Education and Economic Development on August 10, 2018, and the second one in Brownsville, TX at the Historical Alonso Building on August 15, 2018.
Item #5: Department Reports

A. Economic Development

Explore RGV Status Report.................................Blanca Davila, Economic Development Specialist

1. Consider Approval to Organize Explore RGV Reception and Allow RGV Partnership to Solicit Sponsorship Contributions for this Event

ExploreRGV’s interactive website and mobile phone application is nearing project completion. In lieu of a traditional press conference to unveil the project to the community, we are recommending a celebratory event such as a networking reception. This reception would unveil the product’s features, marketing material, and videos. It will also allow networking with regional stakeholders such as chambers of commerce and CVB’s. Additionally, RGV Partnership which is coordinating the funding for the ExploreRGV publication, will also be unveiling a guide booklet in alignment with the release of the website and app.

We have tentatively scheduled this reception for Thursday, October 25, 2018 at LRGVDC Main Campus at 301 W. Railroad St. Additionally, RGV Partnership has agreed to solicit sponsorship for meal catering, beverages, and other associated costs.
ITEM #5. B.
COMMUNITY & ENVIRONMENTAL SERVICES
Lower Rio Grande Valley Development Council  
Board of Directors Meeting  
Wednesday, August 29, 2018

Item #5: Department Reports

B. Community & Environmental Services .......................... Marcie Oviedo, Director

Community Development Status Report

- HUD Disaster Recovery Housing Program

  The Lower Rio Grande Valley Development Council is under contract with the Texas General Land Office as a subrecipient to administer HUD CDBG-Disaster Recovery funding issued as a result of Hurricane Dolly. South Texas Economic Development Corporation – Donna Project for eight (8) units has completed construction and will be finalizing all contract requirements this month.

Environmental Resources Status Report

- Solid Waste Management Program

1. Consider Solid Waste Advisory Committee (SWAC) Recommendation RE: Membership Appointment

   The SWAC recommends Mr. J. J. Platas from Valley Proud Environmental Council to fill the vacancy in the Environmental category. Thank you, and this agenda item requires Board Action.

   **ACTION ITEM**

- Staff continues to provide technical assistance and outreach, staff also continues to monitor all Solid Waste Management Projects. Contracts for FY-2018 are nearing completion and FY-2019 contracts will be effective September 1st. All information pertaining to the Solid Waste Program is available at [www.lrgvdc.org/solidwaste.html](http://www.lrgvdc.org/solidwaste.html)

- Water Resources

  - Rio Grande Regional Water Planning Group (Region M)
    The next business meeting is scheduled on Wednesday, November 7, 2018. Please visit the Region M Website at [www.riograndewaterplan.org](http://www.riograndewaterplan.org) for updates on the 2021 Regional Water Plan and other Rio Grande Regional Water Planning Group activities.

- Reservoir Levels
ITEM #5. C.

HEALTH & HUMAN SERVICES
Item #5: Department Reports

C. Health & Human Services

Area Agency on Aging Status Report ................................. Jose L. Gonzalez, Director

- Aging Well VISTA Volunteer

The Aging Well VISTA Volunteer will start on September 4. The Corporation for National Service (CNS) will conduct a virtual orientation for the new placement. Health and Human Service staff will also provide training regarding expectations for the Aging Well Program. This is an eighteen (18) month project in partnership with the Texas Health and Human Services.

Our Area Agency on Aging is one of eight in the state that is participating in the project. The VISTA will be expanding and developing partnerships to promote Aging Well in the Valley.

- Emergency Assistance Project

The Area Agency on Aging assisted eighteen (18) seniors in the Mid-Valley area in removing debris from their homes. The majority of those assisted are from the Weslaco and Mercedes area. The total amount of funds used to cover the cost of the debris removal is $23,800. The individuals assisted were those that did not have any assistance or support from other sources.

Current vendors were used to remove the damaged furniture and drywall.

- Benefits Counseling and Enrollment Assistance Project

The Area Agency on Aging received an invitation from the National Association of Area Agencies on Aging to participate in developing a model that will allow Area Agencies on Aging and health care providers to work together to provide benefits counseling and enrollment assistance services to underserved populations.

If selected, the Area Agency on Aging will develop a model to work with Medicare Advantage plans to identify Plan members that may benefit from the Medicare Cost Savings program. The term of this project is fifteen (15) months.
ITEM #5. D.

PUBLIC SAFETY

CRIMINAL JUSTICE
Item #5: Department Reports

D. Public Safety

Criminal Justice Program Status Report ................................. Manuel Cruz, Director

- Criminal Justice Division (CJD) Planning

The Office of the Governor – Criminal Justice Division continues to review all eGrant applications for FY2018-2019 and applications are standing by to receive the final outcome of the applications and funding decision from CJD.

- Computerized Criminal Justice History (CCH) Compliance

As per CJD, each county must reach 90% CCH status by August 1, 2018 in both categories (adult and juvenile) arrest dispositions in order for applications to receive an award from CJD. Below are the latest updates that were provided as of June 5. The District Attorney’s Offices from each of the counties are the points of contact and the responsible agencies in meeting this requirement.

Statewide Combined Completeness Percentage as of August 1:

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<tr>
<th>COUNTY</th>
<th>ADULT</th>
<th>JUVENILE</th>
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<tbody>
<tr>
<td>Cameron</td>
<td>91%</td>
<td>97%</td>
</tr>
<tr>
<td>Hidalgo</td>
<td>94%</td>
<td>96%</td>
</tr>
<tr>
<td>Willacy</td>
<td>91%</td>
<td>98%</td>
</tr>
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</table>

Source: Texas DPS, Crime Records Service

Should you have any questions, please advise.

- Regional Crime Victim’s Liaison Program

On August 7 staff attended Donna Night Out and Brownsville Night Out. On August 14 staff attended Sullivan Night Out. The Night Out events provides our staff an opportunity to do community outreach regarding program services. On August 15 staff hosted training for twenty-four (24) Victim Advocate professionals; the training was provided by Nueva Luz Foundation. Another training session is scheduled for August 27 and will be presented by the Texas Advocacy Project. Regional Crime Victim Liaison’s staff will continue to conduct visits to police departments and agencies in the region.
ITEM #5. D.

PUBLIC SAFETY

EMERGENCY COMMUNICATIONS
Item #5: Department Reports

D. Public Safety

Emergency Communications Status Report

1. Consider Approval of Cinema Advertisement in Local Theatres within Hidalgo County for ECOMMS/9-1-1

The ECOMMS/9-1-1 Department recommends purchasing air time for service announcements that will run in Cinemark Theaters in Hidalgo County at a cost of $190,000. As part of our programmatic approach to continue to provide 9-1-1 awareness to the community, we look forward to launching our 9-1-1 public education campaign and continue to display public service announcements at local theaters. The 9-1-1 Public Education campaigns advertised will be as follows: TEXT-to-911, Multi-line Telephone System, Deaf and Hard of Hearing, Know your location, and Pocket Dial. The vendor selected is National CineMedia, which is the single, exclusive sales and marketing representative and therefore the purchase contract will be a sole source. This is a Commission on State Emergency Communication (CSEC) approved budget line item.

ACTION ITEM
### Scenario 4

#### 7/27/2018 Displayed by Theater/Zip Code

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<th>DMA #</th>
<th>DMA</th>
<th>Creative #</th>
<th>Theater Code</th>
<th>Theater Name</th>
<th>Location</th>
<th># of Screens</th>
<th>Projected Impressions</th>
<th>Net Rate</th>
<th>Net Weekly Cost</th>
<th>Net Media</th>
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<td>84</td>
<td>Harlingen-Wslco-Brnsvl-McA</td>
<td>459561</td>
<td>CNK1080</td>
<td>Cinemark Movie Bistro - Edinburg**</td>
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#### Seg 1 0:15 9/1/2018 - 8/30/2019 (27.14 weeks)

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### Regional LEN 0:15 9/1/2018 - 8/30/2019 (52 weeks)

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<th>Location</th>
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**Seg 3 0:15 9/1/2018 - 8/30/2019 (52 weeks)**

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<tbody>
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<td>Harlingen-Wslco-Brmsvl-McA</td>
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**Regional LEN 0:15 9/1/2018 - 8/30/2019 (52 weeks)**

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<th>Theater Code</th>
<th>Theater Name</th>
<th>Location</th>
<th># of Screens</th>
<th>Projected Impressions</th>
<th>Net Rate</th>
<th>Net Weekly Cost</th>
<th>Net Media</th>
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| 84    | Harlingen-Wslco-Brmsvl-McA | 459563 | CNK1080 | Cinemar...
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<th>Theater Code</th>
<th>Theater Name</th>
<th>Location</th>
<th># of Screens</th>
<th>Projected Impressions</th>
<th>Net Rate</th>
<th>Net Weekly Cost</th>
<th>Net Media</th>
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<tr>
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**Program Totals**

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<tr>
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<td>Total Media Services:</td>
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<td>Total Creative Services:</td>
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<td>Total Other Services:</td>
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<tr>
<td>Net Total:</td>
<td>$189,948.57</td>
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**Footnotes:**
- Seg 2 placement subject to availability; spots may run in Seg 3 in locations where Seg 2 inventory is unavailable.
- Proposed rates are held 4 weeks from the date of this proposal.
- Proposed rates are held 4 weeks from the date of this proposal.
- SEG 1 placement subject to availability; spots may run in SEG 2 in locations where SEG 1 is unavailable.
- *Paid in full invoice.
- Discounts applied for non-profit and "added value" with LEN included, (regular rate $62.50/per wk/Per theater).
The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CineMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows.

### Advertiser Information

<table>
<thead>
<tr>
<th>LRGVDC - 911 Department</th>
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</thead>
<tbody>
<tr>
<td>1912 Joe Stephens Ave</td>
</tr>
<tr>
<td>Weslaco, TX 78599</td>
</tr>
<tr>
<td>Phone: (956) 682-3481</td>
</tr>
<tr>
<td>Fax: Manuel Cruz</td>
</tr>
<tr>
<td><a href="mailto:mcruz@lrgvdc911.org">mcruz@lrgvdc911.org</a></td>
</tr>
</tbody>
</table>

### Billing Information

<table>
<thead>
<tr>
<th>LRGVDC - 911 Department</th>
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</thead>
<tbody>
<tr>
<td>301 West Railroad St.</td>
</tr>
<tr>
<td>Weslaco, TX 78596</td>
</tr>
<tr>
<td>Phone: (956) 682-3481</td>
</tr>
<tr>
<td>Fax: Manuel Cruz</td>
</tr>
<tr>
<td><a href="mailto:mcruz@lrgvdc911.org">mcruz@lrgvdc911.org</a></td>
</tr>
</tbody>
</table>

### Account Director Information

<table>
<thead>
<tr>
<th>Acct. Dir.: Connie Franco</th>
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</thead>
<tbody>
<tr>
<td>Phone: +1 (956) 318-0810</td>
</tr>
<tr>
<td>Fax: (956) 380-0885</td>
</tr>
<tr>
<td>Email: <a href="mailto:Connie.Franco@ncm.com">Connie.Franco@ncm.com</a></td>
</tr>
</tbody>
</table>

### Order: ORD-1805-01983  Type: Renewal

#### Scenario 4

**Seg 1**

- **Start:** 9/1/2018
- **End:** 8/30/2019
- **Weeks:** 52.00
- **Weight:** Best Available
- **Duration/Units:** 00:15

<table>
<thead>
<tr>
<th>Creative #</th>
<th>Theater Code</th>
<th>Theater Name</th>
<th>Location</th>
<th># Screens</th>
<th>Net Rate</th>
<th>Net Media</th>
</tr>
</thead>
<tbody>
<tr>
<td>459561</td>
<td>CNK1080</td>
<td>Cinemark Movie Bistro - Edinburg**</td>
<td>Edinburg, Texas</td>
<td>6</td>
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<tr>
<td>459561</td>
<td>CNK114</td>
<td>Cinemark Movies 6 McAllen</td>
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<tr>
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<td>17</td>
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**Regional LEN**

- **Start:** 9/1/2018
- **End:** 8/30/2019
- **Weeks:** 52.00
- **Weight:** Best Available
- **Duration/Units:** 00:15

<table>
<thead>
<tr>
<th>Creative #</th>
<th>Theater Code</th>
<th>Theater Name</th>
<th>Location</th>
<th># Screens</th>
<th>Net Rate</th>
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<tbody>
<tr>
<td>459561</td>
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### Regional Insertion Order Agreement

**Regional LEN**

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<th>Creative #</th>
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<th>Theater Name</th>
<th>Location</th>
<th># Screens</th>
<th>Net Rate</th>
<th>Net Media</th>
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<tbody>
<tr>
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<td>Cinemark Movie Bistro - Edinburg**</td>
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<tr>
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<td>Tinseltown Mission</td>
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**Seg 3**

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<th>Theater Name</th>
<th>Location</th>
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</thead>
<tbody>
<tr>
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<th>Net Media</th>
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<tr>
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</tr>
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<td>$10.00</td>
<td>$520.00</td>
</tr>
<tr>
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<td>16</td>
<td>$10.00</td>
<td>$520.00</td>
</tr>
<tr>
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**Seg 3**

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<th>Net Media</th>
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Start: 9/1/2018  End: 8/30/2019

Weeks: 52.00  Weight: Best Available  Duration/Units: 00:15

---

NCM Proposal for LRGVDC - 911 Department Proprietary & Confidential Page 7 | Order Type: Renewal | ORD-1805-01983 | Scenario 4
### Regional Insertion Order Agreement

6300 South Syracuse Way, Suite 300 * Centennial, Colorado 80111 * 800.828.2828

<table>
<thead>
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<th>Creative #</th>
<th>Theater Code</th>
<th>Theater Name</th>
<th>Location</th>
<th># Screens</th>
<th>Net Rate</th>
<th>Net Media</th>
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<tr>
<td>459563</td>
<td>CNK1080</td>
<td>Cinemark Movie Bistro - Edinburg**</td>
<td>Edinburg, Texas</td>
<td>6</td>
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<td>$520.00</td>
</tr>
<tr>
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<td>CNK114</td>
<td>Cinemark Movies 6 McAllen</td>
<td>Mcallen, Texas</td>
<td>6</td>
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<td>$520.00</td>
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<tr>
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<td>Hollywood USA</td>
<td>Mcallen, Texas</td>
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<td>$10.00</td>
<td>$520.00</td>
</tr>
<tr>
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<td>$520.00</td>
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<tr>
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<td>CNK1074</td>
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<td>Pharr, Texas</td>
<td>16</td>
<td>$10.00</td>
<td>$520.00</td>
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<tr>
<td>459563</td>
<td>CNK261</td>
<td>Tinseltown Mission</td>
<td>Mission, Texas</td>
<td>17</td>
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<td>$520.00</td>
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</tbody>
</table>

**Regional LEN**  
**Start:** 9/1/2018  
**End:** 8/30/2019  
**Weeks:** 52.00  
**Weight:** Best Available  
**Duration/Units:** 00:30

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<th>Theater Name</th>
<th>Location</th>
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<th>Net Rate</th>
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<td>CNK114</td>
<td>Cinemark Movies 6 McAllen</td>
<td>Mcallen, Texas</td>
<td>6</td>
<td>$10.00</td>
<td>$520.00</td>
</tr>
<tr>
<td>459562</td>
<td>CNK093</td>
<td>Hollywood USA</td>
<td>Mcallen, Texas</td>
<td>17</td>
<td>$10.00</td>
<td>$520.00</td>
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<tr>
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<td>CNK212</td>
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<tr>
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<td>CNK1074</td>
<td>Pharr Town Center</td>
<td>Pharr, Texas</td>
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</tr>
<tr>
<td>459562</td>
<td>CNK261</td>
<td>Tinseltown Mission</td>
<td>Mission, Texas</td>
<td>17</td>
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<td>$520.00</td>
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</table>

**Seg 1**  
**Start:** 2/22/2019  
**End:** 8/30/2019  
**Weeks:** 27.14  
**Weight:** Best Available  
**Duration/Units:** 00:15

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<tr>
<th>Creative #</th>
<th>Theater Code</th>
<th>Theater Name</th>
<th>Location</th>
<th># Screens</th>
<th>Net Rate</th>
<th>Net Media</th>
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<tr>
<td>459561</td>
<td>CNK1074</td>
<td>Pharr Town Center</td>
<td>Pharr, Texas</td>
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<td>$23.00</td>
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**Cinema Accelerator Cross Platform Video CR**  
**Start:** 9/1/2018  
**End:** 8/31/2019  
**Weeks:** 52.14

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<th>Creative #</th>
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</table>
Seg 2 placement subject to availability; spots may run in Seg 3 in locations where Seg 2 inventory is unavailable
Proposed rates are held 4 weeks from the date of this proposal
Proposed rates are held 4 weeks from the date of this proposal
SEG 1 placement subject to availability; spots may run in SEG 2 in locations where SEG 1 is unavailable.

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<tr>
<th>Code</th>
<th>Quantity</th>
<th>Rate</th>
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<tbody>
<tr>
<td>459505</td>
<td>1,186,944</td>
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**Payment** | **Comments & Special Instructions:** | **Total Media** |
---|---|---|
**Payment Terms:** Pay in Full | | **$189,948.57** |
**Payment Method:** Check | | |
**P.O. Number:** | | |

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser’s expense. Fulfillment costs are estimated and final costs may vary.

**BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM**

<table>
<thead>
<tr>
<th><strong>Advertiser Name/Title:</strong></th>
<th><strong>Date:</strong></th>
<th><strong>Date:</strong></th>
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</thead>
<tbody>
<tr>
<td></td>
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<td>National CineMedia, LLC</td>
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**Order Number:** ORD-1805-01983

<p>| | | | | | |</p>
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<tr>
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<td>B</td>
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<td>D</td>
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<td>Logged</td>
<td>Scheduled</td>
<td>Creative Approved</td>
<td>Credit Approved</td>
<td>Posted</td>
<td>Audit</td>
</tr>
</tbody>
</table>
The Agreement between National CinéMedia, LLC ("NCM") and Advertiser will include, and all Advertising exhibited by NCM for Advertiser will be subject to, the following Terms and Conditions:

1. **NCM Services.** Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising, and performance by NCM of its obligations under this Agreement, will be excused to the extent that (and may be delayed if) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement.

2. **In-Theatre Advertising.** All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties. In addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or group of motion pictures with particular movie ratings. The screen count or theatre locations for In-Theatre Advertising that are set forth on the Order may be substituted by NCM in its reasonable discretion upon notice to Advertiser.

3. **Internet and Online Advertising.** The American Association of Advertising Agencies (AAAA)/Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the "IAB Terms"), a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the IAB Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the IAB Terms and Section III(c) of the IAB Terms is deleted. In the event of any conflict between the terms of this Agreement and the IAB Terms, the terms of this Agreement will control.

4. **Fees and Payment.** Advertiser will pay all fees as specified on each Order within 30 days of invoice. If Advertiser fails to pay NCM any undisputed amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 1% per annum.

5. **Advertiser Obligations.** In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense, and at its risk of loss, provide NCM with the Advertising material as required by NCM at least 7 business days in advance but not more than 20 business days in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising (dependent upon Advertising vehicle selection if otherwise agreed to by the parties).

6. **Content.**

   6.1 **Advertiser Content.** All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("Content") provided by Advertiser for use in the Advertising ("Advertiser Content") is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at [http://adspecs.ncm.com](http://adspecs.ncm.com). NCM reserves the right to make technical changes to Advertiser Content to ensure conformance with technical specifications. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo or other branding of a third party without prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason. NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to liability arising from any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all rights, authorizations, consents, licenses, and clearances (collectively, "Licenses") necessary or appropriate to exhibit, distribute, broadcast, publicly present and publicly perform the Advertising and as necessary or appropriate for the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited license to use and display portions of the Advertising in connection with the promotion of NCM's business.

   6.2 **NCM Content.** All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("NCM Content"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or in or to any NCM trademarks) under this Agreement and NCM expressly reserves all such rights.

7. **Promotional Materials.** All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including, without limitation, toys, food, objects or other materials ("Promotional Materials") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. All Promotional Materials, including, without limitation, lobby displays, are subject to NCM and theatre approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILLING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

8. **Representations and Warranties.** Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to enable NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any self-regulatory rules or guidelines that are applicable to, or to which the Advertiser, the agency or the Advertiser Content, Advertising and Promotional Materials may be subject, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials are free from defects and
Regional Insertion Order Agreement

6300 South Syracuse Way, Suite 300 * Centennial, Colorado 80111 * 800.828.2828

materials in workmanship. Advertiser further covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND Advertiser HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY UNEXCUSED FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR NCM'S FAILURE TO EXHIBIT THE ADVERTISING AS SET FORTH ON THE ORDER WILL BE FOR NCM TO "MAKE-GOOD" (MAKE AVAILABLE TO Advertiser AN ALTERNATIVE TIME PERIOD OF REASONABLY COMPAREABLE VALUE FOR THE RE-EXHIBITION OF SUCH ADVERTISING) WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER.

10. Indemnification. Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries, exhibitors and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, any Promotional Materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days’ notice to Advertiser for any other reason. Upon termination for breach by Advertiser, Advertiser will not be entitled to the refund of any prepaid fees. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser’s sole expense).

12. Cancellation. Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. Insurance. Advertiser represents that it maintains a general liability insurance policy (with a financially sound and reputable insurance company) in such amounts as Advertiser deems reasonably adequate for its business and as required to perform its obligations hereunder. NCM and its affiliates will be named as additional insureds on such policy, and the policy will provide that it will not be subject to modification or cancellation without at least thirty (30) days’ prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

14. Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser’s rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assign to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Arapahoe County, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, reasonable attorneys’ fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM’s control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. In the event that any terms that may appear on an Advertiser’s or agency’s form of purchase order, insertion order, or other order form vary from or conflict with the terms of this Agreement (including without limitation pre-printed terms), the terms of this Agreement will control. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Advertiser executes this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder.
# Billing Acknowledgement

*To be completed by the Client's accounts payable/accounting department*

<table>
<thead>
<tr>
<th>Client Name:</th>
<th>LRGVDC - 911 Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>AP Contact Name:</td>
<td></td>
</tr>
<tr>
<td>AP Address:</td>
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<tr>
<td>AP Phone:</td>
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<tr>
<td>AP E-mail:</td>
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<table>
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<tr>
<th>Order Number:</th>
<th>ORD-1805-01983</th>
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<tbody>
<tr>
<td>Billing Frequency Requested:</td>
<td>Bill in Full (payment due 30 days from Contract Start Date)</td>
</tr>
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Purchase Order number to be referenced (when applicable): [ ]

**Check this box if you would like to receive electronic invoices:** [ ]

*Other Billing Instructions:

__________________________________________________________

__________________________________________________________

NCM Proposal for LRGVDC - 911 Department Proprietary & Confidential Page 13 | Order Type : Renewal | ORD-1805-01983 | Scenario 4
**Advertiser Information**  
LRGVDC - 911 Department  
1912 Joe Stephens Ave  
Ste A  
Weslaco, TX 78599  
Phone: (956) 682-3481  
Fax:  
Manuel Cruz  
mcruez@lrgvdc911.org

**Billing Information**  
LRGVDC - 911 Department  
301 West Railroad St.  
Weslaco, TX 78596  
Phone: (956) 682-3481  
Fax:  
Manuel Cruz  
mcruez@lrgvdc911.org

**Account Director:** Connie Franco  
Phone: +1 (956) 318-0810  
Fax: (956) 380-0885  
Email: Connie.Franco@ncm.com

**Order:** ORD-1805-01983  
**Type:** Renewal

---

**Creative Name:** Hidalgo County 911 Awareness - OL3 #1-OL16 459561  
**Start Date:** 9/1/2018  
**Ratings:** G, PG, PG-13, R  
**Notes / Special Instructions:** waive media fee... client is using Tony Wright to create spots. thanks.

### Media Services:

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<thead>
<tr>
<th>Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Ad Provided by Client</td>
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**Media Services SubTotal:** $0.00

### Creative Services:

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**Creative Services SubTotal:** $0.00

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**Creative Name:** Hidalgo County 911 Awareness - OL4 #2-OL22 459562  
**Start Date:** 9/1/2018  
**Ratings:** G, PG, PG-13, R  
**Notes / Special Instructions:** client is using Tony Wright for creative process, pre-approved waived fees

### Media Services:

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<tbody>
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**Media Services SubTotal:** $0.00

### Creative Services:

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**Creative Services SubTotal:** $0.00
**Creative Name:** Hidalgo County 911 Awareness -OL8 #3-OL23 459563  
**Start Date:** 9/1/2018  
**Ratings:** G, PG, PG-13, R  
**Notes / Special Instructions:** media fee waived- preapproved when using Tony Wright creative.

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<tr>
<th>Media Services</th>
<th>Description</th>
<th>Fee</th>
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<tbody>
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**Media Services SubTotal:** $0.00

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**Creative Services SubTotal:** $0.00

**Creative Name:** Hidalgo County 911 Awareness -Digital Video 459505  
**Start Date:** 9/1/2018  
**Ratings:** G, PG, PG-13, R  
**Notes / Special Instructions:**

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<tr>
<th>Media Services</th>
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**Media Services SubTotal:** $0.00

<table>
<thead>
<tr>
<th>Creative Services</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
</table>

**Creative Services SubTotal:** $0.00

When sending your media/creative materials to us, please include this Creative Production Order Form with your materials.

Send materials to:  
National CineMedia  
Attention: Sales Operations  
6300 South Syracuse Way, Suite 300  
Centennial, Colorado 80111  

Please submit all creative materials promptly. If your creative is not received within NCM’s standard production turnaround time, the on-screen start date for your ad will be delayed.
Thank you!
Item #5: Department Reports

D. Public Safety

Emergency Communications Status Report

2. Consider Approval to Purchase Front Room Equipment and Software Upgrades for all 9-1-1 Public Safety Answering Points (PSAP).

Staff recommends replacing all front room equipment at all of our PSAPs. This includes all 9-1-1 call taking workstations, any required software upgrades, and installation. The total estimated cost is $880,000. The purchase is necessary for efficiency and as a part of our strategic plan’s equipment replacement schedule. Equipment is considered proprietary and therefore will be a sole source purchased through H-GAC and the vendor will be Century Link. This is a Commission on State Emergency Communication (CSEC) and legislative approved budget line item.

ACTION ITEM
Item #5: Department Reports

D. Public Safety

Emergency Communications Status Report

3. Consider Approval to Renew ESRI ArcGIS Enterprise License Agreement for FY 2019

Staff recommends the purchase of ESRI Enterprise software License, maintenance, and tier 1 customer support. The total cost for this product is an estimated $175,000. ESRI is the approved provider for ArcGIS which is the software that is used to maintain our 9-1-1 GIS data. GIS is at the core of 9-1-1 as it will be the primary call delivery function in the next stage of Next Generation 9-1-1. The software is considered proprietary and therefore will be a sole source purchase contract with ESRI ArcGIS. This is a Commission on State Emergency Communication (CSEC) and legislative approved budget line item.

ACTION ITEM
Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 29, 2018

Item #5: Department Reports

D. Public Safety

Emergency Communications Status Report

4. Consider Approval to Purchase Enterprise Geospatial Database Management System (EGDMS III) Contract Service

Staff recommends the purchase of EGDMS III services. The total cost for this product will be an estimated $116,887.42. This will provide management services necessary for the purpose of transitioning to the new Next Generation 9-1-1 platform. This will achieve compliance threshold established in PPS 030: 9-1-1 Database Maintenance for Next Generation 9-1-1 Geospatial Data Maintenance activities. The vendor was selected by the Commission on State Emergency Communication (CSEC) under Statement of Work (SOW) No. 477.8.00127 as authorized by and subject to the terms and conditions of the contract with the Department of Information Resources (DIR); specifically DIR Contract number DIR-TSO-3441. This is a Commission on State Emergency Communication (CSEC) and legislative approved budget line item.

ACTION ITEM
Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 29, 2018

Item #5: Department Reports

D. Public Safety

Emergency Communications Status Report

- Location Validation Program
  Location Validation staff have been actively involved in an ongoing distribution of “Location Validation” brochures. Our goal is to educate the public with the requirements necessary to acquire a 9-1-1 Physical Address. Brochures are printed in both Spanish and English and are being left at post offices, WIC clinics, libraries, and non-profit organizations throughout Hidalgo and Willacy Counties. This outreach activity has resulted in more calls requesting addresses, more walk-in referrals, and more agencies promoting our brochures at public education events.

  As previously approved by the Board, staff has successfully launched the “Interlocal Agreement” with participating communities. This allows communities to address within their city limits; however, it also allows our staff to validate the address points before adding the points on the maps used by the 9-1-1 call taker.

- Database Program
  In June and July staff updated 155 streets in the Master Street Address Guide. Over 500 address request calls were received which resulted in 474 address tickets for 9-1-1 physical addresses. Database staff updates the 9-1-1 database and adds new streets and ranges as new subdivisions are developed in Hidalgo and Willacy Counties. Staff also updates the No Record Found (NRF) list received from West Inc. on a daily basis. The NRFs are those telephone numbers that dial 9-1-1 and no record shows in the 9-1-1 system.

  Staff also validates 9-1-1 physical addresses for West Inc. on the new VOIP (Voice Over Internet Protocol) telephone numbers being issued in this region. It is the telephone company’s responsibility to validate a physical address associated with a phone number; staff performs this process before issuing an address to customers.

- Mapping Program
  Mapping Program staff has transitioned all 9-1-1 physical address data to the new State approved EGDMS Schema; this change is vital to the future of 9-1-1 call routing. It has been implemented at the LRGVDC 9-1-1 office as well as the host sites at McAllen PD and the Hidalgo County Sheriff’s Office. We are continuing to collaborate with Hidalgo County Judge Ramon Garcia’s office to provide GIS data for the CENSUS 2020 LUCA program. Mapping staff
continuously works on address point verification to ensure accurate call routing in the new I-3 9-1-1 Environment. Staff also continues to update address information on its local maps.

- System and Public Safety Answering Point (PSAP) Operations
  Systems staff continues monitoring our PSAP sites. Installation of a third host site at our Weslaco office is ongoing and will create a segregated network once work is complete. Our back-up network has been completely deployed with AT&T fiber which has added redundancy to our 9-1-1 networks and will significantly decrease down time.

- Public Education/Training Program
  Public Education is an ongoing priority for the Emergency Communications 9-1-1 Division and staff continues to reach out to communities to educate residents. The ECOMMS/9-1-1 Division has kicked off this year’s series of National Night Out events throughout Hidalgo and Willacy County. The 9-1-1 Division distributed 14,809 promotional items at these events during June and July.

  Staff attended the joint National Public Educator’s Forum (NPEF) & National 9-1-1 Trainers Forum (NNTF) conference in Charleston, South Carolina. The goal of this conference was to share and exchange educational ideas from different public safety agencies around the country.

  In June, staff hosted an educational session with Adam Timm from “The Healthy Dispatcher”. In July Kenneth Ennis provide TDD/TTY trainings sessions for our PSAPs. Both training sessions provided TCOLE credit for the attendees.

  Upcoming Public Education events are as follows:
  - August 25, 2018 – Pharr National Night
  - September 21, 2018 – Valley Environmental Summit
  - October 9, 2018 – Weslaco National Night Out
  - October 31, 2018 – Raymondville Safe Haven Event

  **Event Request Notice:** To streamline the event request process, a new online request form has been implemented. Beginning in August, all event requests must be submitted through our online system. This “Online Request Form” must be submitted 14 business days prior to the day of the event. All fields must be populated and an event flier must be uploaded. To view the online system, visit our site: [www.lrgvde911.org](http://www.lrgvde911.org) and select the “Event Request” tab. Once the event has been submitted an ECOMMS/9-1-1 staff member will receive the notification and approve or deny the event based on availability of staff and schedule.

  Efforts continue to focus on educating the Lower Rio Grande Valley on “Kari’s Law” along with “Text to 9-1-1” and “Know Your Location.”
ITEM #5. D.
PUBLIC SAFETY
HOMELAND SECURITY
Item #5: Department Reports

D. Public Safety

Homeland Security Program Status Report..........................Manuel Cruz, Director

- Homeland Security Program & Funding Opportunities FY 2018

The LRGVDC was notified of the FY 2018 regional application projects that were approved by the Homeland Security Grants Division. See Attachment 5 D.

Staff continues to provide technical assistance to jurisdictions with Emergency Management Plans (EMPs), and identifying training opportunities for regional first responders.

Planning is underway for this year’s review of the COG’s regional THIRA (Threats and Hazards Identification and Risk Assessment) and SPR (Stakeholder Preparedness Review); the THIRA/SPR is a COG requirement under Homeland Security Grants Division.

- Citizen Corps Program (CCP)/Community Preparedness

The CCP provided First Aid Kits to participants who completed the Tactical Emergency Casualty Care for First Care Providers class, which was hosted by the City of Pharr on August 6.

- FY 2017 Homeland Security Grant Program

Staff continues to monitor active grants for the FY 2017 grant funding cycle and provide jurisdictions with technical assistance. Staff has purchased equipment and continues to manage two FY 2017 grants (Edinburg-Mission HAZ-MAT Team Project & Hidalgo County Interop Communications Expansion Project).

- FY 2016 Homeland Security Grant Program

The LRGVDC was approved for FY2016 reallocation funds in the amount of $1,465.47, to purchase personal protective kits to help build community resilience.
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<thead>
<tr>
<th>Grant Number</th>
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<th>Grantee Name</th>
<th>Project Title</th>
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<th>COG Recommend Amount</th>
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</table>

**TOTAL Allocation**

- **SHSP**
  - **Total**: $658,315.57
  - **LETPA %**: 25.33%
  - **LETPA**
    - **Total**: $166,766.48
    - **SHSP**: $166,766.48
ITEM #5. D.

PUBLIC SAFETY

REGIONAL

POLICE ACADEMY
D. Public Safety

Regional Police Academy Status Report

• **In-Service Training Hours Reported**
  - **06/16/18 - 08/19/18**
  - **Year to date**
  - Classes Reported: 75 (110)
  - Officers Attending: 1209 (1631)
  - Total Training Hours: 587 (1079)

• **Basic Peace Officer Academy Cadets Enrolled**
  - 196th Graduated 52 Cadets 08/03/2018
  - 197th Total Cadets – 28
  - 198th Total – In Progress

• **August/September In-Service Schedule**
  - Crisis Intervention Training
  - Verbal De-Escalation
  - Intermediate Arrest Search and Seizure
  - Intermediate Use of Force
  - TCOLE Basic Instructor Course
  - TCIC/NCIC Less than Full Access

• **Basic Peace Officer Course Upcoming Academies**
  - 197th BPOC Night Academy – Upper Valley
    Started: March 05, 2018
  - 197th BPOC Night Academy – Lower Valley
    Started: March 00, 2018
    Starting: September 04, 2018
  - 198th BPOC – Day Academy

• **Academy Graduation Dates**
  - 196th BPOC-Day Academy Graduated: August 03, 2018
  - 197th BPOC-Night Academy Scheduled: November 2018
  - 198th BPOC – Day Academy Estimated: January 2019
ITEM #5. E.

TRANSPORTATION
Item #5: Department Reports

E. Transportation

Valley Metro Status Report .......................................................... Tom Logan, Director

1. Consider Approval of Revisions to Operating Policies and Procedures

The policy revisions consist of clarification for Section 3.4 Passenger Stop Requests within the Valley Metro Operating Policies and Procedures handbook in accordance with the Texas Transportation Code. The revisions include specifying when an operator of a vehicle may or may not stop, as well as in what manner it is deemed safe to board or alight a passenger.

See Attachment A

ACTION ITEM
3.4 Passenger Stop Requests (Revised 08/29/2018)

Passenger stops may be made at any place along the route as long as it is safe to do so in accordance with the Texas Transportation Code Sec. 545.302 & 545.303. Specifically, an operator may not stop, stand or park a vehicle:

(1) on the roadway side of a vehicle stopped or parked at the edge or curb of a street;
(2) on a sidewalk;
(3) in an intersection;
(4) on a crosswalk;
(5) between a safety zone and the adjacent curb or within 30 feet of a place on the curb immediately opposite the ends of a safety zone, unless the governing body of a municipality designates a different length by signs or markings;
(6) alongside or opposite a street excavation or obstruction if stopping, standing, or parking the vehicle would obstruct traffic;
(7) on a bridge or other elevated structure on a highway or in a highway tunnel;
(8) on a railroad track; or
(9) where an official sign prohibits stopping.

When making a stop, the bus must be stopped with the front door adjacent to and clear of the bus stop sign (if present). The door should be clear of obstructions. If there are no obstructions, the stop must be made with the bus parallel to and within eighteen (18) inches from the curb. When there is an obstruction in the street or an area next to the bus stop that makes it impossible to pull the bus safely to the curb, the transit operator must stop the bus parallel to the curb. Using good judgment, the transit operator must ensure that the right side of the bus is protected.

If there are obstructions, buses stopped in the street must not be closer than four (4) feet from the curb to eliminate the possibility of passengers attempting a long step from the bus to the curb. When the grade or slope of a street is enough to cause the bus to lean, allow enough clearance to prevent another obstruction. Low wires, overhanging tree branches, or other obstacles which create a hazard must be reported to the dispatch office.

When boarding or alighting a passenger:
(1) in front of a public or private driveway;
(2) within 15 feet of a fire hydrant;
(3) within 20 feet of a crosswalk at an intersection;
(4) within 30 feet on the approach to a flashing signal, stop sign, yield sign, or traffic-control signal located at the side of a roadway;
(5) within 20 feet of the driveway entrance to a fire station and on the side of a street opposite the entrance to a fire station within 75 feet of the entrance, if the entrance is properly marked with a sign; or
(6) where an official sign prohibits standing.
If the loading zone is of sufficient length to accommodate two or more buses, the second bus must stop immediately behind the first bus. When buses are stopped behind two (2) or more buses, a second stop must be made at the loading zone. Drivers should never pass a bus before the bus stopped in front of them has departed.
Drivers must take particular care to ensure that they do not miss any person standing along the route who is requesting a pick-up. A pick-up may be signaled by a hand wave or some other gesture.

All buses are equipped with a pull cord to permit passengers to signal the transit operator when they wish to de-board by pulling on a cord. The passenger bell switch must be in the ‘ON’ position at all times during in-service operation, and the passenger stop chime must not be tampered with.

All buses have a ‘STOP REQUESTED’ light that will illuminate until the door is cycled. In the event that a passenger accidentally pulls the stop request cord, the ‘STOP REQUESTED’ light can be reset by turning the passenger stop chime off and on again.

Even if a stop is not requested, major stops and intersections along each route must be announced for ADA purposes.
Item #5: Department Reports

E. Transportation

Valley Metro Status Report .......................................................... Tom Logan, Director

2. Consider Approval to Commence Route 16 - Hidalgo County Courthouse Circulator

In partnership with Hidalgo County, Valley Metro will begin Route 16 – Hidalgo County Courthouse Circulator. This circulator route will service Downtown Edinburg and the Hidalgo County Courthouse. Route 16 directly benefits residents of Hidalgo County and visitors in accessing various resources and services with three (3) stops with 5-minute intervals from 7:30 AM to 1:30 PM. After 1:30 PM intervals will last every 10-minutes.

See Attachment B
Item #5: Department Reports

E. Transportation

Valley Metro Status Report .......................................................... Tom Logan, Director

3. Consider Approval of Revisions to Vehicle Maintenance & Facility Maintenance Policy

The policy revisions consist of the addition of the International Starcraft XL Type 11 Preventative Maintenance checklist and inspection list to the Valley Metro Vehicle Maintenance & Facility Maintenance Policy. This addition reflects new vehicles purchased and leased through the University of Texas Rio Grande Valley. No other changes have been made to this Policy other than placing this checklist at the end of the document.

See Attachment C
**Valley Metro Preventive Maintenance Check List**

---

**510 S. Pleasantview Dr., Weslaco TX 78596**

---

**Date:** ______________  
**Work Order #:** ______________

**Unit #:** ______________  
**Odometer:** ______________

**Year:** ______________  
**Model:** ______________

**License Plate #:** ______________  
**Inspected By:** ______________

---

**Date:** ______________  
**Technician:** ______________

---

### Color Codes:

- **Green:** Excellent  
- **Yellow:** Fair  
- **Red:** Requires Immediate Attention  

---

#### Check Tires and Tread Depth

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<th>Right (RF)</th>
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<tr>
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<td>Alignment Performed</td>
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<tr>
<td>Balance Performed</td>
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<td></td>
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**Lowest Tread Depth:** ______________ /32

---

#### Wiper Blades

- Front Right
- Front Left
- Rear (if applicable)
- Windshield Condition

---

#### Battery Health
- Battery Health
- Battery Cables & Connections

---

#### Change Engine Oil & Filter

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<tr>
<td>Filled</td>
<td>Requires Attention</td>
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</table>

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#### Change Fluid Levels

- Engine Oil
- Transmission (if equipped w/dipstick)
- Coolant recovery reservoir
- Hydraulic Fluid
- Windshield Washer

---

#### Additional Checks

- Fuel System (also including gas cap seating)
- Engine, transmission, drive axle, transfer case
- Engine cooling system: leak/other
- Shocks ans struts - also check operation
- Belts: engine and/or A/C V-drive
- Hoses: Engine, power steering and HVAC
- Engine Filters
- A/C Filters
- Steering components and steering linkage
- Head Light, parking, interior and brake lights
- Exhaust system components
- Chassis components lubrication

---

#### Check Brakes

- Front Brakes
- Rear Brakes
- Brake system (including lines, hoses, and parking brakes)
- Drive Axle (leaks/other)

---

#### Wheelchair Lift

- Hydraulic Fluid Pump
- Roller Assemblies
- Hydraulic Hoses
- Cylinders
- Lubricate Chain Mech
- Bridge Plate
- Power Cables

---

#### Air System

- Drain Air tanks F & R
- Clean Driver/defroster
- Filter/Inspect Hoses for Leaks & Restrictions
- Inspect Front & Rear Entry doors for air Leaks & proper Operation

---

#### On Board Surveillance System

- Cameras
- DVR

---

**Comments/Maintenance/Repairs:** ______________

---

**Supervisor:** ______________  
**Date:** ______________

---

**Technician:** ______________  
**Date:** ______________
International StarCraft XL Type 11 PM List

7,000 Miles
- Engine Oil & Filter
- Durable
- Cabin air filter
- Check For Air Cleaner & Piping Restrictions
- Re-torque Axle U-Bolts

14,000 Miles
- Conduct Radiator Pressure Cap Test
- Check Batteries & Cables
- Fuel filter
- Fuel cartridge fuel filter
- Replace Power Steering Filter (If Equipped)

28,000 Miles
- Check Cooling Fan Belt
- Check Cooling Fan Belt Tensioner
- Check Air Compressor Discharge Lines
- Grease and repack Front Wheel Bearings

35,000 Miles
- Change Power Steering Fluid
- Retorque axel bolts

48,000 Miles
- Re-torque Power Steering Intermediate Shaft U-Joints

56,000 Miles
- Check Cooling System
- Wheel bearing oil change
- Transmission & oil filter change
- Check Radiator Hoses
Change Rear Differential Oil

70,000 Miles
- Change Crankcase Ventilation Filter

98,000 Miles
- Inspect Rear Axle Ends For Leaks, Lube Level, & Check For End Play
- Differential oil change

120,000 Miles
- Rear Axle Oil Change

146,000 Miles
- Adjust Overhead Set
- Replace Coolant Filter

195,000 Miles
- Clean After treatment Diesel Particulate Filter
- Change After treatment Diesel Exhaust Fluid Dosing Unit Filter

500,000 Miles
- Replace Power Steering Filter
- Full Teardown Of Rear Axle
- Lube Wheel Bearings

6 Months
- Replace Air Dryer

1 Year
- Check Air Dryer Heater & Purge Valve

2 Years
- Change Hydraulic Brake Fluid
Lower Rio Grande Valley Development Council  
Board of Directors Meeting  
Wednesday, August 29, 2018

Item #5: Department Reports

E. Transportation

Valley Metro Status Report .......................................................... Tom Logan, Director

4. Consider Approval to Submit Grant Application for Funding of Mobility Manager Position

Staff requests approval to submit a grant application to the Valley Baptist Legacy Foundation to support the creation of the Multimodal Mobility Manager Position in Valley Metro. This position will serve the community by providing analysis and management of regional pedestrian, bicycling, and transition activities such as facilitating BikShare RGV.

ACTION ITEM
Item #5: Department Reports

E. Transportation

Valley Metro Status Report .......................................................... Tom Logan, Director

- Ridership Report
  Both the rural and urban transit systems are operating and all systems are monitored daily. For the month of July 2018 ridership for the urban system, which operates Monday through Saturday in the urban areas of Hidalgo, Cameron, and Starr Counties has been averaging 11,430 passengers a week. Ridership for the rural system which operates in the rural areas of Cameron, Hidalgo, Willacy, Starr, and Zapata Counties has an average of 2,168 passengers per week for the month of July.

See attachment D
### FY 2018 Texas Transit Statistics

#### Urban
- **Cost per passenger:** $19.24 (State Avg.: $16.89)
- **Farebox Recovery Rate:** 8.91% (State Avg.: 5.0%)
- **Cost per revenue mile:** $3.95 (State Avg.: $3.19)
- **Passengers per revenue mile:** 0.31 (State Avg.: 0.19)

#### Rural
- **Cost per passenger:** $8.41 (State Avg.: $4.78)
- **Farebox Recovery Rate:** 35% (State Avg.: 31%)
- **Cost per revenue mile:** $3.01 (State Avg.: $4.54)
- **Passengers per revenue mile:** 0.29 (State Avg.: 0.95)

### FY 2018 Monthly Ridership Summary

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<td>12,802</td>
<td>86%</td>
</tr>
<tr>
<td>FY 17</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>13,504</td>
<td>12,444</td>
<td>83%</td>
</tr>
<tr>
<td>FY 18</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>12,254</td>
<td>11,610</td>
<td>78%</td>
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</table>

**FY 2018 RURAL Ridership by Route**

<table>
<thead>
<tr>
<th>Route</th>
<th>Total Passenger Trips</th>
<th>Route Activity</th>
<th>Area(s) Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>2,127</td>
<td>0%</td>
<td>Sullivan City, West Hidalgo County</td>
</tr>
<tr>
<td>43</td>
<td>1,018</td>
<td>0%</td>
<td>Hidalgo County</td>
</tr>
<tr>
<td>50</td>
<td>55,690</td>
<td>9%</td>
<td>Brownsville, Port Isabel</td>
</tr>
<tr>
<td>60</td>
<td>7,912</td>
<td>1%</td>
<td>Brownsville, Port Isabel</td>
</tr>
<tr>
<td>62</td>
<td>4,750</td>
<td>1%</td>
<td>Rio Grande City</td>
</tr>
<tr>
<td>82</td>
<td>9,292</td>
<td>1%</td>
<td>Rio Grande City</td>
</tr>
<tr>
<td>83</td>
<td>4,833</td>
<td>1%</td>
<td>Willacy County</td>
</tr>
<tr>
<td>85</td>
<td>5,315</td>
<td>1%</td>
<td>Starr County</td>
</tr>
<tr>
<td>86</td>
<td>1,684</td>
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<td>Zapata County</td>
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</table>

**FY 2018 URBAN Ridership by Route**

<table>
<thead>
<tr>
<th>Route</th>
<th>Total Passenger Trips</th>
<th>Route Activity</th>
<th>Area(s) Served</th>
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</thead>
<tbody>
<tr>
<td>10</td>
<td>12,853</td>
<td>5%</td>
<td>Edinburg</td>
</tr>
<tr>
<td>12</td>
<td>13,504</td>
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<td>Edcouch, Elsa, Edinburg</td>
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<tr>
<td>14</td>
<td>21,284</td>
<td>3%</td>
<td>Edinburg</td>
</tr>
<tr>
<td>15</td>
<td>7,546</td>
<td>1%</td>
<td>Mission</td>
</tr>
<tr>
<td>20</td>
<td>16,680</td>
<td>3%</td>
<td>Pharr, San Juan</td>
</tr>
<tr>
<td>31</td>
<td>81,961</td>
<td>13%</td>
<td>Hidalgo County</td>
</tr>
<tr>
<td>32</td>
<td>5,104</td>
<td>1%</td>
<td>Donna</td>
</tr>
<tr>
<td>40</td>
<td>11,581</td>
<td>2%</td>
<td>Harlingen</td>
</tr>
<tr>
<td>41</td>
<td>13,805</td>
<td>2%</td>
<td>Harlingen</td>
</tr>
<tr>
<td>42</td>
<td>8,113</td>
<td>1%</td>
<td>San Benito</td>
</tr>
<tr>
<td>44</td>
<td>6,517</td>
<td>1%</td>
<td>Primera, La Feria, Santa Rosa</td>
</tr>
<tr>
<td>45</td>
<td>49,058</td>
<td>8%</td>
<td>Cameron County</td>
</tr>
<tr>
<td>52</td>
<td>52,644</td>
<td>9%</td>
<td>Weslaco, Pharr, McAllen</td>
</tr>
<tr>
<td>55</td>
<td>192,765</td>
<td>30%</td>
<td>Edinburg, Hidalgo</td>
</tr>
<tr>
<td>56</td>
<td>1,566</td>
<td>0%</td>
<td>City of Hidalgo</td>
</tr>
</tbody>
</table>

**YEAR TO DATE RIDERSHIP REPORT**

<table>
<thead>
<tr>
<th>FY 2018 September - July</th>
<th>FY 2017 September - July</th>
<th>Difference</th>
<th>% Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>636,229</td>
<td>514,870</td>
<td>121,359</td>
<td>24%</td>
</tr>
</tbody>
</table>

**COST EFFECTIVENESS**

<table>
<thead>
<tr>
<th>Year</th>
<th>Cost per revenue mile</th>
<th>State Average</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2016 URBAN</td>
<td>$3.01</td>
<td>$4.54</td>
<td>22%</td>
</tr>
<tr>
<td>FY 2016 NONURBAN</td>
<td>$3.95</td>
<td>$3.19</td>
<td>23%</td>
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</table>

**SERVICE EFFICIENCY**

<table>
<thead>
<tr>
<th>Year</th>
<th>Passengers per revenue mile</th>
<th>State Average</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2016 URBAN</td>
<td>0.29</td>
<td>0.99</td>
<td>71%</td>
</tr>
<tr>
<td>FY 2016 NONURBAN</td>
<td>0.31</td>
<td>1.00</td>
<td>69%</td>
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</table>

**FY 2018 Monthly Ridership Summary**

- **Total Ridership:** 636,229
- **Difference:** 121,359
- **% Difference:** 24%

**Rural Areas**

- Lower Rio Grande Valley
- south Texas
- Edinburg, Texas
- Hidalgo County

**Urban Areas**

- Lower Rio Grande
- central Texas
- McAllen, Texas
- Hidalgo County
### Distribution of Ridership

#### Hidalgo County by Cities

- **Weslaco**: 2,882
- **Sullivan City**: 1,491
- **San Juan**: 1,120
- **San Carlos**: 1,120
- **Pharr**: 465
- **Penitas**: 182
- **Palmar**: 154
- **Palmview**: 140
- **Mission**: 119
- **Cameron County**: 79
- **Mcallen**: 33
- **La Blanca**: 30
- **La Joya**: 1
- **Hargill**: 0
- **Hidalgo**: 0
- **La Joya**: 0
- **San Juan**: 0
- **Sullivan City**: 0
- **Weslaco**: 0

Total: 4,833

#### Cameron County by Cities

- **Brownsville**: 45,362
- **El Ranchito**: 226
- **Harlingen**: 52,186
- **La Feria**: 4,817
- **La Paloma**: 107
- **Laguna Heights**: 6,560
- **Laguna Vista**: 6,590
- **Los Fresnos**: 8,249
- **Los Indios**: 60
- **Olmito**: 101
- **Port Isabel**: 20,033
- **Primera**: 548
- **Combes**: 0
- **Rio Hondo**: 0
- **San Benito**: 13,643
- **Santa Rosa**: 1,292

Total: 159,774

#### Willacy County

Total: 4,833

#### Ridership by County

- **Hidalgo County**: 70%
- **Cameron County**: 25%
- **Willacy County**: 1%
- **Starr County**: 4%
- **Zapata County**: 0%

**System Total**: 636,229
**Distribution of Revenue Hours**

<table>
<thead>
<tr>
<th>County</th>
<th>Revenue Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hidalgo County</td>
<td>55,700.45</td>
</tr>
<tr>
<td>Starr County</td>
<td>8,559.77</td>
</tr>
<tr>
<td>Zapata County</td>
<td>1,091.26</td>
</tr>
<tr>
<td>Cameron County</td>
<td>23,432.83</td>
</tr>
<tr>
<td>Willacy County</td>
<td>1,701.57</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>90,485.88</strong></td>
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</tbody>
</table>

**Distribution of Revenue Miles**

<table>
<thead>
<tr>
<th>County</th>
<th>Revenue Miles</th>
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</thead>
<tbody>
<tr>
<td>Hidalgo County</td>
<td>1,330,758</td>
</tr>
<tr>
<td>Starr County</td>
<td>161,127</td>
</tr>
<tr>
<td>Zapata County</td>
<td>23,800</td>
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<tr>
<td>Cameron County</td>
<td>480,306</td>
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<tr>
<td>Willacy County</td>
<td>42,467</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>2,038,458</strong></td>
</tr>
<tr>
<td>Routes</td>
<td>Sept</td>
</tr>
<tr>
<td>--------</td>
<td>------</td>
</tr>
<tr>
<td>10</td>
<td>177</td>
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<tr>
<td>12</td>
<td>756</td>
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<td>7</td>
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<td>44</td>
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<td>45</td>
<td>484</td>
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<td>0</td>
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<td>Vaquero Express</td>
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<tr>
<td>Total</td>
<td>34,830</td>
</tr>
<tr>
<td>FY 2017</td>
<td>24,877</td>
</tr>
<tr>
<td>Change Over Previous Month</td>
<td>9,953</td>
</tr>
</tbody>
</table>

### 2017 - 2018 Valley Metro Routes UTRGV Student Passenger Count

- **FY 2017**
  - Sept: 34,830
  - Oct: 34,792
  - Nov: 29,833
  - Dec: 17,518
  - Jan: 20,070
  - Feb: 10,623
  - Mar: 18,322
  - Apr: 14,051
  - May: 5,167
  - Jun: 7,579
  - Jul: 9,051
  - Aug: 5,177

- **FY 2018**
  - Sept: 24,877
  - Oct: 20,611
  - Nov: 13,401
  - Dec: 7,437
  - Jan: 8,804
  - Feb: 11,570
  - Mar: 20,070
  - Apr: 10,623
  - May: 18,322
  - Jun: 14,051
  - Jul: 5,167
  - Aug: 7,579

- **Change Over Previous Month**
  - 2017: -10,742
  - 2018: 0
<table>
<thead>
<tr>
<th>Routes</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>July</th>
<th>Aug</th>
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<td>135</td>
<td>136</td>
<td>137</td>
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</tr>
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<td>134</td>
<td>135</td>
<td>136</td>
<td>137</td>
<td>138</td>
<td>139</td>
</tr>
</tbody>
</table>

South Texas College - FY 2018
Valley Metro Routes
Monthly Cumulative Passenger Counts

South Texas College - Mid Valley JagExpress
STC Student Passenger Counts Comparison
FY 2018

Direct Service

<table>
<thead>
<tr>
<th>Routes</th>
<th>STC</th>
<th>UTRGV</th>
<th>General Public</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Route 12 Ecouch/Elsa-Edinburg</td>
<td>783</td>
<td>6,378</td>
<td>6,343</td>
<td>13,504</td>
</tr>
<tr>
<td>Route 31 Business 83</td>
<td>1,580</td>
<td>470</td>
<td>79,911</td>
<td>81,961</td>
</tr>
<tr>
<td>Purple Line</td>
<td>6,266</td>
<td>57</td>
<td>6,323</td>
<td>6,323</td>
</tr>
<tr>
<td>Yellow Line</td>
<td>20,027</td>
<td>0</td>
<td>20,027</td>
<td>20,027</td>
</tr>
<tr>
<td>Green Line</td>
<td>18,199</td>
<td>791</td>
<td>18,990</td>
<td>18,990</td>
</tr>
<tr>
<td>Park &amp; Ride</td>
<td>15,216</td>
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<td>15,216</td>
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</tr>
<tr>
<td>Route 60 Greenline Roma</td>
<td>6,158</td>
<td>1,754</td>
<td>7,912</td>
<td>7,912</td>
</tr>
<tr>
<td>Route 61 RGC West</td>
<td>2,081</td>
<td>2,669</td>
<td>4,750</td>
<td>4,750</td>
</tr>
<tr>
<td>Route 62 RGC East</td>
<td>1,120</td>
<td>2,809</td>
<td>3,929</td>
<td>3,929</td>
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<tr>
<td>DR-RGC</td>
<td>334</td>
<td>4,981</td>
<td>5,315</td>
<td>5,315</td>
</tr>
<tr>
<td>Vaquero Express</td>
<td>192,765</td>
<td>0</td>
<td>192,765</td>
<td>192,765</td>
</tr>
<tr>
<td>Total</td>
<td>71,764</td>
<td>199,613</td>
<td>280,496</td>
<td>370,692</td>
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</table>

Connecting Service

<table>
<thead>
<tr>
<th>Routes</th>
<th>Connection</th>
<th>STC</th>
<th>UTRGV</th>
<th>General Public</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Route 10 Edinburg - McAllen</td>
<td>12, 31</td>
<td>198</td>
<td>1,769</td>
<td>31,116</td>
<td>32,983</td>
</tr>
<tr>
<td>Route 14 UTRGV VABL</td>
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<td>1</td>
<td>17,502</td>
<td>3,781</td>
<td>21,284</td>
</tr>
<tr>
<td>Route 15 Edinburg</td>
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<td>0</td>
<td>442</td>
<td>7,104</td>
<td>7,546</td>
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<td>Route 20 Mission - McAllen</td>
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<td>67</td>
<td>1,920</td>
<td>31,659</td>
<td>33,646</td>
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<tr>
<td>Route 30 Pharr San Juan - Edinburg</td>
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<td>185</td>
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<td>16,680</td>
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<td>Route 32 Donna International Bridge</td>
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<td>11</td>
<td>5,093</td>
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<tr>
<td>Route 40 Harlingen Medical</td>
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<td>11,570</td>
<td>11,581</td>
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<tr>
<td>Route 41 Harlingen Retail</td>
<td>31</td>
<td>31</td>
<td>8</td>
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<td>13,805</td>
</tr>
<tr>
<td>Route 42 San Benito Harlingen</td>
<td>31</td>
<td>9</td>
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<td>8,113</td>
</tr>
<tr>
<td>Route 44 La Feria/Santa Rosa/Primera</td>
<td>31</td>
<td>58</td>
<td>2</td>
<td>6,457</td>
<td>6,517</td>
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<tr>
<td>Route 45 Cameron Career Connection</td>
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<td>169</td>
<td>2,829</td>
<td>46,060</td>
<td>49,958</td>
</tr>
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<td>Total</td>
<td>457</td>
<td>24,679</td>
<td>181,181</td>
<td>206,317</td>
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</table>

Total Service

<table>
<thead>
<tr>
<th>STC</th>
<th>UTRGV</th>
<th>General Public</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Total</td>
<td>72,221</td>
<td>224,292</td>
<td>280,496</td>
</tr>
</tbody>
</table>
## 2018 TSTC Valley Metro Routes
### Monthly Cumulative Passenger Counts

<table>
<thead>
<tr>
<th>Routes</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>July</th>
<th>Aug</th>
<th>Total</th>
</tr>
</thead>
<tbody>
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<td>1</td>
<td>1</td>
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**Change Over Previous Month**

| Month | 18 | -1156 | 173 | 456 | 57 | -48 | 2 | -149 | -113 | -66 | -518 | -1344 |

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## TSTC Student Ridership

### Bar Chart

- **Sept**: 1344
- **Oct**: 1362
- **Nov**: 206
- **Dec**: 379
- **Jan**: 835
- **Feb**: 892
- **Mar**: 844
- **Apr**: 846
- **May**: 697
- **Jun**: 584
- **July**: 518
- **Aug**: 0