Item #1: Call to Order

A. Roll Call
B. Invocation
C. Pledge of Allegiance

Item #2: Consideration and ACTION to Approve Meeting Minutes (September 25, 2019)

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

Item #4: Administration

A. Consideration and ACTION to Adopt Annual Investment Policy and Accept Quarterly Investment Report ........................................... Crystal Balboa
   Finance Director

B. Executive Director Report................................................................. Ron Garza

ACTION MAY BE TAKEN ON ANY OF THE FOLLOWING ITEMS

LRGVDC Updates & Activities

1. Introduction of New Staff Members
2. Copier Renewal Agreements for 9-1-1/ECOMMS and RGVMPO
3. Texas Gas Service (Energy Efficiency Program)
4. Powering Texas Wind Energy Alliance
5. Mitigation Forum / GLO Feedback Report
6. Regional Watershed Coordinator (Memorandum of Agreement)
7. RGV 2020
8. RGV B-Cycle
9. Census 2020
10. Texas Walks (It’s Time Texas)
11. Explore RGV (Adventure Guide)

Item #5: Department Reports

A. Community & Economic Development

Program Action Items: ................................................................. Blanca Davila, Assistant Director

1. Consideration and **ACTION** to Approve the Professional Services Agreement by and between Lower Rio Grande Valley Development Council (LRGVDC) and Texas Property Assessed Clean Energy (PACE) Authority

Program Status Reports:

- Regional Small Cities Coalition
- Explore RGV
- Census 2020
- HUD Disaster Recovery Housing Program
- Solid Waste Management Program
- Water Quality Program
- Regional Water Resource Advisory Committee
- Rio Grande Regional Water Planning Group (Region M)
- Reservoir Levels

B. Health & Human Services

Program Action Items:

1. Consideration and **ACTION** to Approve Additional Direct Purchase Service Contractors

Program Status Reports: ................................................................. Jose L. Gonzalez, Director

- Medicare Open Enrollment
C. **Public Safety**

**Program Action Items:**

1. Consideration and **ACTION** to Approve Revisions to the following Criminal Justice Advisory Committee Documents:
   - Regional Criminal Justice Strategic Plan
   - Policy Manual
   - Committee Bylaws
   - Application Score Sheet

2. Consideration and **ACTION** to Approve the Criminal Justice Advisory Committee’s Biennial (2-year) Term Appointments

3. Consideration and **ACTION** to Approve Nominee to Fill Vacancy on the Criminal Justice Advisory Committee

**Program Status Reports:** ................................................................. Manuel Cruz, Director

   - 911/Emergency Communications
   - Homeland Security
   - Regional Police Academy

D. **Transportation**

**Program Action Items:**

1. Consideration and **ACTION** to Enter into a Contract for Diesel and Gas Engine Repair

2. Consideration and **ACTION** to Revise Equal Employment Opportunity (EEO) Policy

**Program Status Reports:** ................................................................. Tom Logan, Director

   - Valley Metro
   - Rio Grande Valley MPO

**Item #6: Executive Session**

A. Deliberation Regarding Real Property (LRGVDC Program Staff Offices) in accordance with the Texas Government Code, Section 551.072, the Board reserves the right to retire into executive session for deliberation regarding real property.

B. Reconvene into Open Session to Consider **ACTION**, if any, on Items Related to Executive Session as Described above.
Item #7: New or Unfinished Business

Item #8: Adjourn

*REMMINDER*
NO MEETING IN NOVEMBER
Next Meeting Date:
Wednesday, December 11, 2019
12:00 PM

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 David Suarez called the meeting to order at 12:00 p.m. Roll call was taken and a quorum was declared.

He then moved to item 2: Consider Approval of Meeting Minutes (August 28, 2019). Mayor Jim Darling made a motion to approve the August 28, 2019 Board Meeting minutes as presented. Commissioner David Garza seconded, and upon a vote the motion carried unanimously.

President Suarez then moved to item 3: Public Comment and/or Report from Legislative Delegation; there being none he moved to item 4: Administration and recognized Executive Director Ron Garza to address the following:

A. Executive Director Report

LRGVDC Updates & Activities

1. Introduction of New Staff Members
   Mr. Garza announced that the following individuals have recently joined the LRGVDC staff:
   - Ms. Crystal Reyna, Area Agency on Aging Case Manager
   - Ms. Priscilla Trevino, Area Agency on Aging Case Manager
   - Mr. Benjamin Simancas, Custodian at LRGVDC Transportation Center
   - Mr. Jared Valdez, Valley Metro Customer Service Representative
   - Mr. David Rodriguez, Valley Metro Motor Vehicle Technician
   - Mr. Federico Ibarra, Valley Metro Motor Vehicle Technician
   - Mr. Osvaldo Lopez, Valley Metro Motor Vehicle Technician
   - Mr. Jose Sustaita, Valley Metro Motor Vehicle Technician

   The Board warmly welcomed our new staff members.

2. Community Loan Center Partnership
   Mr. Garza informed the Board that the Community Loan Center of the Rio Grande Valley (CLC) is a non-profit organization that offers a low-cost alternative to payday and car title loans. If approved, this would be offered as an optional resource to LRGVDC employees. CLC also offers financial literacy training programs to their partners which could serve as a topic for our ongoing staff Lunch & Learn events hosted by the HR Department. CLC currently partners with 22 municipalities, all 3 counties, and 8 school districts as well as many other organizations in the Valley. Mayor Henry Hinojosa made a motion to approve the LRGVDC entering into a Memorandum of Understanding (MOU) with Community Loan Center of the Rio Grande Valley. Commissioner David Garza seconded the motion, and upon a vote the motion carried unanimously.
3. Census 2020
Mr. Garza informed the Board that on September 17 the LRGVDC hosted a Census Taskforce meeting for stakeholders and Complete Count Committee (CCC) Chairmen. He announced that on October 10 there will be a grand opening for the RGV Census office in Edinburg. Mr. Wilmer Rovelo has been hired as the Area Census Office Manager and Mr. Garza welcomed him and Ms. Ana Leonard who has been the primary Partnership Specialist with the US Census Bureau. Mr. Garza added that 23 CCCs have been formalized and have been meeting quarterly; after November they will start meeting monthly in order to keep the momentum going. March 12, 2020 is the date individuals across the nation can self-respond to the Census, so the CCC is working backward from that date to spread the word and importance of the census count. He thanked the CCC’s for all the preparation work they are doing.

The LRGVDC will take part in the Census 2020 Information Forum that Futuro RGV will host on November 18 at 6:00 pm at the McAllen Convention Center. A Chief Administrator from the US Census Bureau will be one of the speakers for this event.

4. Disaster Mitigation Forum (Sept. 26th)
Mr. Garza announced that the Disaster Mitigation Forum was rescheduled to October 3, 2019 at 9:30 am because the original September 26 date conflicted with the Texas General Land Office (GLO) Public Hearing in Austin which was scheduled on the same date and at the same time. The Disaster Mitigation Forum is a part of the LRGVDC Regional Water Resource Advisory Committee and has been tasked with gathering data that will be included in a formal report which will be a part of the GLO Action Plan. Information in the Action Plan will be submitted so the Valley will be considered in the distribution of the $4.3 billion in disaster recovery funds. These funds will be available via HUD through the GLO for recent natural flooding disasters due to Hurricane Harvey, the June 2018, and the June 2019 storms.

5. Explore RGV (Regional Marketing, Featured Cities & Birding Guide)
Mr. Garza shared recent updates to the Explore RGV project and stated that the advantage of the goexplorergv.com website is that by using the “Map Your Adventure” and the “Featured Destination” tabs, a person can see what the entire Rio Grande Valley has to offer on one website and plan a visit from anywhere they are in the world. The “Adventure Guides” tab is a new addition that features “Bird Watching” and “Bicycling” locations. “Bicycling” information is coming soon and will be an interactive comprehensive resource for bicycling trails across the Valley. Mr. Garza announced that today the LRGVDC will formally launch the “Bird Watching Adventure Guide”. The launch coincides with the City of Harlingen’s 26th Annual Birding Festival which is scheduled from November 6–10 at the Harlingen Convention Center. Birding is a huge part of the Valley’s economy and Bird Watching is available throughout the Valley, even here at the LRGVDC Main Campus.

The Regional Marketing Plan is another new addition to Explore RGV. A current list of “Partner Cities” can be found under that tab. Clicking on a city’s name opens a link to their website and provides an additional platform for that city to inform the public of entertainment, exploring, and adventuring opportunities they offer.

Partner cities will also have access to a new feature called “Events Calendar” which is coming soon. This is a “one-stop-shop” portal where visitors can see events hosted by our partner cities. Mr. Garza thanked the fifteen cities who have become the first partners in the Explore RGV project for their participation: Alamo, Brownsville, Edinburg, Elsa, Harlingen, Los Fresnos, Lyford, McAllen, Mission, Palm Valley, Pharr, San Benito, South Padre Island, Sullivan City, and Weslaco, and he encouraged other cities to join the Regional Marketing Plan.
President Suarez next moved to item 5: Department Reports.

A. Community & Economic Development
   Assistant Director Blanca Davila was recognized to address the following:

   **Program Action Items:**

   1. Consideration and Action to Approve the Texas Commission on Environmental Quality (TCEQ) Solid Waste Management Resolution
      Ms. Davila informed the Board that as per the Regional Solid Waste Grants Program application for FY 2020/2021, a signed resolution from the LRGVDC governing body must accompany the application. The LRGVDC will submit the signed resolution with the application and the project implementation budget workbook as recommended by the Solid Waste Advisory Committee. **Mr. Ronald Mills made a motion to approve the TCEQ Solid Waste Management Resolution as presented. Mayor Pro-tem Norie Gonzalez Garza seconded the motion, and upon a vote the motion carried unanimously.**

      Upon conclusion of action Mr. Garza congratulated the City of Brownsville for being awarded a $900,000 EDA grant, the City of Weslaco for being awarded an $850,000 EDA grant, and the Town of Laguna Vista in partnership with Cameron County for also receiving an EDA grant. The LRGVDC Economic Development department is providing administration for these newly awarded grants.

   **Program Status Reports**
   The status reports were provided in the meeting packet for review.

B. Health & Human Services

   **Program Action Items:**

   Area Agency on Aging Director Joe Gonzalez was recognized to report on the following:

   1. Consideration and Action to Approve Direct Purchase Service Contractors
      Mr. Gonzalez stated that there are 14 applications for the Direct Purchase Service Contractor Pool for Fiscal Year 2020. The services provided by these contractors include home modifications, medication assistance, medical supplies and equipment, homemaker services, and caregiver respite care. These contractors will be utilized by case managers for purchasing services for their clients. They were selected as per LRGVDC’s competitive bidding process in response to the 2nd round of solicitations for eligible and qualified contractors. **Mayor Pro-tem Norie Gonzalez Garza made a motion to approve the Direct Purchase Service Contractors as presented. Commissioner Pilar Garza seconded the motion, and upon a vote the motion carried unanimously.**

   **Program Status Report**
   The status reports were provided in the meeting packet for review.

C. Public Safety

   **Program Status Reports:**
   Public Safety Director Manuel Cruz stated that there were no action items to consider this month and that the program status reports were in the meeting packet for review. He also provided a schedule of National Night Out events and other events through October 31, 2019.
D. Transportation

**Program Action Items:**
President Suarez next recognized Valley Metro Director Tom Logan to address the following:

1. Consideration and Action to Purchase IT Software
   The Information Technology Software requested by the Valley Metro division is proprietary software that will be used to conduct daily operations and report program requirements. It will replace software that has met its useful life and will ensure information processing systems are reliable, safe, and up-to-date. If approved, the purchase will be made using FTA grant (#TX-2019-042-00) and TxDOT Transportation Development Credits approved by LRGVDC Procurement through Remix, a sole-source, for IT Software at a cost of $26,980. **Commissioner David Garza made a motion to approve the purchase of IT software as presented. Mayor Jim Darling seconded the motion and upon a vote the motion carried unanimously.**

**Program Status Reports:**
Mr. Logan informed the Board that the Valley Metro status reports were provided in the meeting packet for review. He added that at the close of the state fiscal year Valley Metro provided 821,000 passenger trips which reflects a 19% increase in ridership over last year.

**Program Status Reports:**
Mr. Andrew Canon, HCMPO Director, was recognized and announced that tomorrow, September 26, at 5:30 pm the last Hidalgo County MPO meeting will be held. The HCMPO has served Hidalgo County for 36 years, and as of October 1, 2019 the RGVMO, a merger of the Brownsville MPO, the Harlingen-San Benito MPO and the Hidalgo County MPO, will officially begin serving the Rio Grande Valley region as the 5th largest MPO in the State of Texas.

President Suarez next moved to item 6. – Executive Session

A. Deliberation Regarding Real Property (LRGVDC Program Staff Office) in accordance with the Texas Government code, Section 551.072, the Board reserves the right to retire into executive session for deliberation regarding real property.

Executive Session was not held at this meeting.

B. Reconvene into Open Session to Consider Action on Items Related to Executive Session as Described above.

No action was taken.

President Suarez next moved to item 7. – New or Unfinished Business.
There being no further business to come before the Board, President Suarez called for a motion to adjourn. **Commissioner Rick Guerra made a motion to adjourn, Mayor Jim Darling seconded, and the meeting was adjourned at 12:25 pm.**

**Mayor David Suarez, President**

**ATTEST:**

Deborah Morales, Recording Secretary
ITEM #4. A.

ADMINISTRATION

INVESTMENT POLICY & QUARTERLY INVESTMENT REPORT
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

BOARD MEMBERS

David A. Garza
Commissioner, Cameron County

David Fuentes
Commissioner, Hidalgo County

Pilar Garza
Commissioner, Willacy County

Trey Mendez
Mayor, Brownsville

Gilbert Enriquez
Councilman, Edinburg

Yolanda H. Cruz
Mayor Pro-tem, Los Fresnos

Rick Salinas
Commissioner, Lyford

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-tem, Mission

Dave Kusch
Mayor, Primera

Edward Gonzales
Commissioner, Raymondville

Benjamin “Ben” Gomez
Mayor, San Benito

Marco “Markie” Villagrasa
Commissioner, San Juan

Veronica Gonzales
UT Rio Grande Valley

Paul Hernandez
South Texas College

Javier De Leon
Texas State Technical College

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy County Navigation District

Celeste Sanchez
Member-at-Large

Commissioner Jesse Zuniga
Member-at-Large

Christina Patiño Houle
Grassroots Organizations

EXECUTIVE DIRECTOR
Ron Garza

MEMORANDUM

TO: LRGVDC BOARD MEMBERS

FROM: Crystal Balboa, Director of Finance

SUBJ: LRGVDC Investment Policy

DATE: October 30, 2019

It is time again for LRGVDC’s Annual consideration of our Investment Policy. Staff is recommending re-adoptions of our current policy (attached). Thank you for consideration of this item and please contact me or Ron Garza should there be any questions.
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

INVESTMENT POLICY

I. Scope
This investment policy applies to any advance funds received by the LRGVDC for future expenditures. These funds are accounted for in the LRGVDC's Annual Financial Report.

II. Objectives
The LRGVDC shall manage and invest its cash with four objectives listed in order of priority: Safety, Liquidity, Yield, and Public Trust. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

Safety - The primary objective of the LRGVDC's investment activity is the preservation of capital. Each investment transaction shall be conducted in a manner to avoid capital losses.

Liquidity - The LRGVDC's investment portfolio shall be structured such that the LRGVDC is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements.

Yield - The yield will be the current yield available on certificates of deposit.

Public Trust - All participants in the LRGVDC's investment process shall seek to act responsible as custodians of the public trust. Investment officials shall avoid any transaction which might impair public confidence in the LRGVDC.

III. Responsibility and Control

Investment Committee - An Investment Committee, consisting of the Executive Director and Director of Finance shall meet quarterly to determine operational strategies and to monitor results.

Delegation of Authority and Training - Authority to manage the LRGVDC's investment program is derived from a resolution of the Board of Directors. The Director of Finance is designated as investment officer of the LRGVDC and is responsible for investment decisions and activities. The Director of Finance shall establish written procedures for the operation of the investment program, consistent with this investment policy. The
investment officer shall attend at least one training session relating to the officer's responsibility under the Act every two years and receive 10 hours of training.

Internal Controls - The Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Director of Finance shall establish a process for annual independent review by an independent auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

a. Control of collusion.
b. Separation of transaction authority from accounting and record keeping.
c. Custodial safekeeping.
d. Clear delegation of authority to subordinate staff members.

Prudence - The standard of prudence to be applied by the investment officer shall be the "prudent investor" rule, which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

a. The investment of all funds, or funds under the LRGVDC's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.

b. Whether the investment decision was consistent with the written investment policy of the LRGVDC.

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible.
Ethics and Conflicts of Interest - The LRGVDC staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions.

IV. Reporting

The Director of Finance shall submit a signed quarterly investment report to the LRGVDC Board of Directors. Additionally, within 30 days of the end of the year, the Director of Finance shall submit an annual report showing certificate of deposits purchased by banks and total interest earned to date.

V. Investment Portfolio

The only investments available to the LRGVDC will be:
A. Investments through TexPool and TexPool Prime
B. Certificates of deposit purchased from the local banks in the three county area - Hidalgo, Cameron, and Willacy Counties

VI. Safekeeping and Custody

A. Investments in TexPool and TexPool Prime: The LRGVDC has executed a Participation Agreement adopting TexPool’s Investment Policy. (Attachments A&B)

B. Certificate of Deposits purchased from the local banks in the three county area:

Insurance or Collateral - All deposits and investment of the LRGVDC funds shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the Director of Finance. Collateral shall be reviewed monthly to assure that the market value of the pledged securities is adequate.

Safekeeping Agreement - Collateral pledged to secure deposits of the LRGVDC shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps for gaining access to the collateral should the LRGVDC determine that the LRGVDC’s funds are in jeopardy. The safekeeping institution, or Trustee, shall be an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include
the signatures of authorized representatives of the LRGVDC, the firm
pledging the collateral, and the Trustee, if applicable.

Collateral Defined - The LRGVDC shall accept only the following securites as
collateral:
a. FDIC and FSLIC insurance coverage.
b. A bond, certificate of indebtedness, or Treasury Note of the United States,
or other evidence of indebtedness of the United States that is guaranteed
as to principal and interest by the United States.

VII. Investment Policy Adoption

The LRGVDC investment policy shall be adopted by resolution of the Board
of Directors. The policy shall be reviewed on an annual basis by the
Investment Committee and any modifications will be recommended for
approval to the Board of Directors. The Board of Directors shall review
these investment policies not less than annually.

Adopted by the Board of Directors of the LRGVDC this 30th day of
October, 2019.

______________________________
LRGVDC Board President
TexPool Investment Policy

Texas Local Government Investment Pool

Revised August 2018
I. PURPOSE AND OBJECTIVES STATEMENT

A. TEXPOOL

The Interlocal Cooperation Act, chapter 791 of the Texas Government Code, and the Public Funds Investment Act, chapter 2256 of the Texas Government Code (the “Act”), provide for the creation of public funds investment pools through which political subdivisions and other entities may invest public funds.

TexPool will use amortized cost to value portfolio assets and follow the criteria established by Governmental Accounting Standards Board (“GASB”) Statement No. 79 for use of amortized cost. This Investment Policy shall be interpreted and applied in a manner consistent with GASB guidance on external investment pools that use amortized cost to value all portfolio assets.

Pursuant to subchapter G of chapter 404, the Comptroller of Public Accounts (the “Comptroller”) administers the Texas Local Government Investment Pools (the “TexPool Portfolios”) as public funds investment pools through the Texas Treasury Safekeeping Trust Company (the “Trust Company”). The Trust Company is a special-purpose trust company authorized to receive, transfer, and disburse money and securities as provided by statute or belonging to the state, agencies, and local political subdivisions and other organizations created on behalf of the state or agency or political subdivision of the state. The Comptroller is the sole officer, director, and shareholder of the Trust Company.

The Comptroller and the Trust Company have contracted with an administrator and investment manager (“Investment Manager”) for the TexPool Portfolios. The TexPool Portfolios comprise two investment alternatives: TexPool and TexPool Prime. This Investment Policy relates only to TexPool. TexPool invests in U.S. Treasury and government agency securities, repurchase agreements, and certain mutual funds.

In accordance with the Act, the Comptroller has appointed the TexPool Investment Advisory Board (the “Board”) to advise with respect to TexPool. The Board is composed equally of participants in the TexPool Portfolios and other persons who do not have a business relationship with the TexPool Portfolios and are qualified to advise the TexPool Portfolios.

B. PURPOSE

The purpose of TexPool is to offer a safe, efficient, and liquid investment alternative to local governments in the State of Texas. The expectation is that local governments will benefit from the receipt of higher investment returns as a result of economies of scale and the investment expertise and management oversight of the Comptroller and the Trust Company. Investments are made in accordance with this investment policy (the “TexPool Investment Policy”) established by the Trust Company and approved by the Comptroller. The TexPool Investment Policy’s investment parameters are more conservative than those contained in the Act. The TexPool Investment Policy is reviewed annually and revised as necessary.
C. OBJECTIVES
As required by the Act, the investment objectives of TexPool in order of priority are:

- preservation and safety of principal;
- liquidity; and
- yield

TexPool’s additional objective is to maintain a stable $1.00 price per unit. In accordance with the Act, TexPool securities are marked to market daily, and if the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, TexPool will take any appropriate action necessary to maintain the ratio between 0.995 and 1.005. However, the $1.00 price is not guaranteed or insured by the State of Texas.

D. STANDARD OF CARE
As also required by the Act, TexPool investments are made subject to the “prudent person” standard of care. Accordingly, the Investment Manager must make investment decisions:

“with [the] judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.”

E. STRATEGIES
1. Portfolio Composition
The TexPool portfolio is designed and managed to ensure that it maintains its AAAm rating (or the equivalent) by a nationally recognized statistical rating organization (“NRSRO”).

The following guidelines shall be followed by the Investment Manager to maintain the portfolio maturity consistent with a stable net asset value per share:

- The maximum remaining maturity of any security or other investment acquired for the portfolio shall be 397 calendar days or less.
- The portfolio should maintain a weighted average maturity of 60 days or less.
- The portfolio should maintain a weighted average life of 120 days or less.

Maturity limits are applied as defined in GASB 79.

A cure period of not more than 10 business days shall be permitted in the event that the weighted average maturity of the portfolio exceeds these limits, consistent with NRSRO guidelines.

2. Risk Management
Principal is protected and market and credit risks minimized by investing in a diversified pool of assets of high credit quality. Actual risks are minimized by adequate collateralization and use of delivery versus payment procedures.

The following procedure shall be followed by the Investment Manager to monitor investment rating changes:

- Perform ongoing monitoring of the credit risks of all securities.
- Create and update, as necessary, an approved list of issuers and securities.
- Maintain the approved list in the Investment Manager’s trading and compliance system and utilize the system to monitor the credit risk on a pre-trade compliance basis.
• Note any changes in the rating of a security and determine whether such change is in compliance with the Act.
• If an investment is downgraded such that it is not in compliance with the Act, liquidate the security as required by the Act.

3. Liquidity
Cash needs and cash expectations take priority in the design and structure of TexPool. Income and expenditure history are developed and continuously updated to determine the liquidity needs of TexPool. Reports of anticipated cash flow needs are used to develop the maturity structure of the portfolio to provide liquidity to all participants. To meet the anticipated liquidity needs, TexPool is invested to ensure sufficient distribution of investments in liquid, short-term instruments. The maturities of the investments are distributed such that there is a continuing stream of securities maturing at frequent intervals.

Under normal operating conditions, TexPool seeks to remain fully invested. At the end of each business day, cash is primarily swept into repurchase agreements and/or an eligible money market fund.

4. Returns
After consideration of safety and liquidity, TexPool assets are invested with the goal of achieving a competitive rate of return that meets or exceeds the yield on money market mutual funds with similar investment authority. TexPool is structured to benefit from anticipated market conditions and to achieve a reasonable return.

F. DISTRIBUTION OF GAINS AND LOSSES
All gains or losses from the sale of securities are distributed among TexPool participants, and will be amortized over the remaining term to maturity of the liquidated securities.
II. AUTHORIZED INVESTMENTS

The Act governs the investment of TexPool. The Act sets out a number of authorized investments. TexPool funds may be invested only in the following authorized investments:

A. GOVERNMENT SECURITIES (section 2256.009(a)(1) of the Act)

1. Statutory Requirements
Obligations of the United States, its agencies, or instrumentalities, including the Federal Home Loan Banks, and EXCLUDING the following:

- Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

2. Policy Guidelines
   Portfolio Composition: Up to 100% of TexPool assets may be invested in government obligations of the United States, its agencies, or instrumentalities. However, no more than 60% of the portfolio may be invested in variable rate notes.

   Maturity Limits: The maximum final stated maturity of a security may not exceed 397 days, other than for floating or variable rate government obligations of the United States, its agencies, or instrumentalities.

B. REPURCHASE AGREEMENTS (section 2256.011 of the Act)

1. Statutory Requirements
Fully collateralized repurchase agreements or reverse repurchase agreements (i) with defined termination dates, (ii) secured by obligations of the United States, its agencies, or its instrumentalities, including certain mortgage-backed securities, (iii) that require purchased securities to be pledged to the investing entity, in the entity’s name, and deposited at the time of investment with the investing entity or a third party, and (iv) that are placed through primary government securities dealers, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas.

   The term of a reverse repurchase agreement may not exceed 90 days after the date of delivery. Money received under a reverse repurchase agreement may be used to acquire additional authorized investments provided such investments mature not later than the expiration date stated in the reverse repurchase agreement.

2. Policy Guidelines
   a. Repurchase Agreements
      Portfolio Composition:
      Direct Repurchase Agreements: Up to 100% of TexPool assets may be invested in repurchase agreements.
Term Repurchase Agreements: A term repurchase agreement refers to any repurchase agreement with more than 7 calendar days remaining to maturity or more than 7 calendar days to the next put option that allows TexPool to liquidate the position at par (principal plus accrued interest.)

Maturity Limits: The maximum final maturity on repurchase agreements may not exceed 365 days. For purposes of calculating the weighted average maturity of the portfolio, the maturity date of a term repurchase agreement will be equal to the put option notice period.

Margin Requirement: Collateral must be equal to at least 102% of the total market value of the repurchase agreement, including accrued interest.

b. Reverse Repurchase Agreements

Portfolio Composition:
TexPool may enter into reverse repurchase agreements for up to one third (1/3) of the value of TexPool assets.

c. Repurchase Agreements and Reverse Repurchase Agreements Documentation:
All repurchase transactions are governed by a Bond Market Association (BMA) or Securities Industry and Financial Markets Association (SIFMA) approved Master Repurchase Agreement and Master Reverse Repurchase Agreement.

Custody: If collateral is to be held by a third party, the third party must have been previously approved by the Trust Company or the Investment Manager.

C. MONEY MARKET MUTUAL FUNDS (section 2256.014 of the Act)

1. Statutory and Other Requirements
No-load money market mutual fund that (i) is registered with and regulated by the Securities and Exchange Commission, (ii) provides a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940, (iii) complies with federal Securities and Exchange Commission rule 2a-7, as promulgated under the Investment Company Act of 1940, (iv) is a permissible investment, and (v) includes in its investment objectives the maintenance of a stable net asset value of $1.00 for each share.

2. Policy Guidelines

Portfolio Composition: TexPool assets may be invested in approved money market mutual funds. The Investment Manager may utilize affiliated money market funds for this purpose provided the Investment Manager waives its management fee equal to the relevant affiliated fund’s net management fee, and provides an annual accounting of such waivers to the Trust Company.

Concentration Limits: No more than 10% of the TexPool assets may be invested in a single money market fund.

Rating: The money market mutual fund must be rated AAA or its equivalent by at least one NRSRO.
D. SECURITIES LENDING (section 2256.0115 of the Act)

1. Statutory Requirements
TexPool may engage in a securities lending program that complies with the following:
   a. the value of the securities loaned, including accrued interest, must be fully collateralized by:
      (i) government securities,
      (ii) irrevocable letters of credit issued by a bank organized under U.S. or state law and continuously rated at least A or its equivalent by at least one NRSRO, or
      (iii) cash invested in government securities, commercial paper, mutual funds, or investment pools authorized by the Act;
   b. the loan must be terminable at any time;
   c. the loan terms must require that the collateral be pledged to the investing entity, held in its name, and deposited with the investing entity or a third party selected and approved by the investing entity;
   d. the loan must be placed through primary dealers or financial institutions doing business in the state; and
   e. the loan agreement must have a term of one year or less.

2. Policy Guidelines
Cash received under securities lending agreements must be used to acquire obligations authorized under this investment policy, provided that the average life of the obligations cannot exceed the average life of the securities lending agreements.
III. PROHIBITED INVESTMENTS

A. STATUTORY
As required by section 2256.009 of the Act, TexPool cannot invest in the following:

- Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

B. POLICY
1. Derivatives
TexPool will not invest in “derivatives.” For the purposes of this Investment Policy, “derivatives” means instruments with embedded features that alter their characteristics or income stream or allow holders to hedge or speculate on a market or spreads between markets that are external to the issuer, or are not directly correlated on a one-to-one basis to the associated index or market. Derivatives include, but are not limited to, the following:

- Arrangements in which an investor has swapped the natural cash flows or some portion of the natural cash flows of an instrument for a different set of cash flows. (i.e., interest rate swaps).
- Over-the-counter/exchange traded options or futures (i.e., option contracts, futures contracts).
- Collateralized mortgage obligations, inverse floating rate notes, range index notes, non-money market index based notes, dual index notes, index amortizing notes, inverse multi-index bonds, stepped inverse index bonds, inverse index bonds.

Securities that are not considered derivatives and that are authorized investments for TexPool include the following:

- Treasury Bills, Treasury Notes, Treasury Bonds, Treasury Strips, repurchase agreements, reverse repurchase agreements, U.S. agency notes with a defined maturity and fixed coupon rate, U.S. agency discount notes, money market index Treasury and agency variable rate notes (i.e., floating rate notes tied to money market indices such as three and six month Treasury Bills; one, three, and six month London Interbank Offering Rate [LIBOR]; Fed Funds; one year Constant Maturity Treasury; prime rate; and Commercial paper composite); U.S. agency step-up notes and any authorized investment that is callable prior to its final maturity.

2. Commercial Paper
While an authorized investment under the Act, TexPool will not invest in commercial paper.

3. Certificates of Deposit
While an authorized investment under the Act, TexPool will not invest in certificates of deposit.
IV. ADMINISTRATIVE GUIDELINES

A. COMPETITIVE BIDDING
TexPool trades, purchases, and sales are done on a best execution basis through a documented competitive bidding process. The broker/dealers used for TexPool are those approved by the Comptroller and the Trust Company and in compliance with the Comptroller rules.

B. SAFEKEEPING
All eligible book-entry securities whether purchased outright or under repurchase agreements, are held in a separate custodial account at the Federal Reserve Bank in the name of the TexPool Portfolios or in an independent third-party institution designated by the Investment Manager on behalf of the TexPool Portfolios. All securities not held in book entry form are held at an independent third-party institution designated by the Investment Manager on behalf of the TexPool Portfolios. Third party institutions must issue original safekeeping receipts to the Investment Manager.

C. AUTHORIZED PERSONNEL
The Investment Manager personnel authorized to buy and sell investment instruments, send and receive securities, and make fund transfers and other types of related investment transactions are directly supervised by senior investment management personnel in the Investment Manager’s Investment Management Group.

D. DOCUMENTATION
Complete documentation and audit trails are maintained for all investment transactions.

E. MONITORING MARKET PRICE
State Street Bank and Trust, the custodian designated by the Investment Manager (the “Custodian”) provides fund accounting services for TexPool and is responsible for marking-to-market the portfolio holdings of TexPool on a daily basis. The Custodian receives electronic transmissions from various pricing vendors in order to determine the individual market price of each security held in TexPool. These electronic transmissions are checked daily for current data and validity of information. The Custodian also performs a reasonability test to determine whether the prices received are within a set tolerance range. In the event that any of the prices fall outside of the range, then these prices are investigated against secondary pricing sources. As a further check, the Investment Manager also monitors the prices of securities held in TexPool, in order to independently determine reasonableness and validity.

The shadow price is the net asset value per share of TexPool, calculated using total investments measured at fair value at the calculation date. The Investment Manager calculates TexPool’s shadow price at a minimum on a monthly basis. The monthly calculation of the shadow price should occur no earlier than five business days prior to and no later than the end of the month.

F. PARTICIPATION AGREEMENTS
Each participant must have a fully executed participation agreement on file with the Trust Company before participating in TexPool.

G. DEPOSIT AND WITHDRAWAL DEADLINES
See separate TexPool Operating Procedures for detailed deposit and withdrawal deadlines.
H. REPORTING AND DISCLOSURE
The Act requires that public fund investment pools provide basic information regarding the pool’s investments and operations. The pool is to provide the investment officer, or other authorized representative of a participating entity, disclosure information in an Information Statement. The required disclosure items are listed in the Act. This information is provided to all participants. Further, to maintain eligibility to receive funds from and invest funds on behalf of the pool’s participants, TexPool must furnish investment confirmations and a monthly report disclosing certain information. Finally, the Comptroller requires that TexPool be audited annually by an independent auditor.

I. AUTHORIZED DEALERS
The Comptroller maintains a list of approved dealers and brokers (collectively, “dealers”) authorized to provide investment services. All dealers who desire to become qualified bidders for investment transactions for TexPool must be on the approved list. The Comptroller annually reviews the financial condition and registration of the qualified dealers and revises the approved list as needed.

J. ETHICS AND CONFLICT OF INTEREST
The Comptroller requires the Investment Manager and its staff that are involved with making investment decisions for or executing trades on behalf of TexPool to disclose any personal or business relationship with a broker/dealer seeking to sell investments to TexPool. These employees are also required to refrain from personal business activity that could conflict with the proper execution and management of the investment program or that could impair their ability to make impartial decisions. The Investment Manager’s Compliance Officer is required to file a quarterly statement with the Trust Company evidencing compliance with foregoing matters by the Investment Manager and its employees.

Moreover, agents, advisors, and contractors providing services in connection with the custody, management, and investment of public funds under a contract with the Comptroller are required to at all times avoid any actual or apparent conflict of interest with respect to the custody, management, and investment of public funds. For purposes of this investment policy, a conflict of interest refers to any circumstances in which an agent, advisor, or contractor who, in the context of duties under its contract with the Comptroller, has interests that are or may become inconsistent with the interests of the agent, advisor, or contractor with respect to other duties, contractual or otherwise.
TexPool Prime
Investment Policy

Texas Local Government
Investment Pool

Revised August 2018
I. PURPOSE AND OBJECTIVES STATEMENT

A. TEXPOOL PRIME
The Interlocal Cooperation Act, chapter 791 of the Texas Government Code, and the Public Funds Investment Act, chapter 2256 of the Texas Government Code (the “Act”), provide for the creation of public funds investment pools through which political subdivisions and other entities may invest public funds.

TexPool Prime will use amortized cost to value portfolio assets and follow the criteria established by Governmental Accounting Standards Board (“GASB”) Statement No. 79 for use of amortized cost. This Investment Policy shall be interpreted and applied in a manner consistent with GASB guidance on external investment pools that use amortized cost to value all portfolio assets.

Pursuant to subchapter G of chapter 404, the Comptroller of Public Accounts (the “Comptroller”) administers the Texas Local Government Investment Pools (the “TexPool Prime Portfolios”) as public funds investment pools through the Texas Treasury Safekeeping Trust Company (the “Trust Company”). The Trust Company is a special-purpose trust company authorized to receive, transfer, and disburse money and securities as provided by statute or belonging to the state, agencies, and local political subdivisions and other organizations created on behalf of the state or agency or political subdivision of the state. The Comptroller is the sole officer, director, and shareholder of the Trust Company.

The Comptroller and the Trust Company have contracted with an administrator and investment manager (“Investment Manager”) for the TexPool Portfolios. The TexPool Portfolios comprise two investment alternatives: TexPool and TexPool Prime. This Investment Policy relates only to TexPool Prime. TexPool Prime invests in U.S. Treasury and government agency securities, repurchase agreements, certain mutual funds, commercial paper, and certificates of deposit.

In accordance with the Act, the Comptroller has appointed the TexPool Prime Investment Advisory Board (the “Board”) to advise with respect to TexPool Prime. The Board is composed equally of participants in the TexPool Prime Portfolios and other persons who do not have a business relationship with the TexPool Prime Portfolios and are qualified to advise the TexPool Portfolios.

B. PURPOSE
The purpose of TexPool Prime is to offer a safe, efficient, and liquid investment alternative to local governments in the State of Texas. The expectation is that local governments will benefit from the receipt of higher investment returns as a result of economies of scale and the investment expertise and management oversight of the Comptroller and the Trust Company. Investments are made in accordance with this investment policy (the “TexPool Prime Investment Policy”) established by the Trust Company and approved by the Comptroller. The TexPool Prime Investment Policy’s investment parameters are more conservative than those contained in the Act. The TexPool Prime Investment Policy is reviewed annually and revised as necessary.
C. OBJECTIVES
As required by the Act, the investment objectives of TexPool Prime in order of priority are:

• preservation and safety of principal;
• liquidity; and
• yield

TexPool Prime’s additional objective is to maintain a stable $1.00 price per unit. In accordance with the Act, TexPool Prime securities are marked to market daily, and if the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, TexPool Prime will take any appropriate action necessary to maintain the ratio between 0.995 and 1.005. However, the $1.00 price is not guaranteed or insured by the State of Texas.

D. STANDARD OF CARE
As also required by the Act, TexPool Prime investments are made subject to the “prudent person” standard of care. Accordingly, the Investment Manager must make investment decisions:

“with [the] judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.”

E. STRATEGIES
1. Portfolio Composition
The TexPool Prime portfolio is designed and managed to ensure that it maintains its AAAm rating (or the equivalent) by a nationally recognized statistical rating organization (“NRSRO”).

The following guidelines shall be followed by the Investment Manager to maintain the portfolio maturity consistent with a stable net asset value per share:

• The maximum remaining maturity of any security or other investment acquired for the portfolio shall be 397 calendar days or less.
• The portfolio should maintain a weighted average maturity of 60 days or less.
• The portfolio should maintain a weighted average life of 120 days or less.

Maturity limits are applied as defined in GASB 79.

A cure period of not more than 10 business days shall be permitted in the event that the weighted average maturity of the portfolio exceeds these limits, consistent with NRSRO guidelines.

2. Risk Management
Principal is protected and market and credit risks minimized by investing in a diversified pool of assets of high credit quality. Actual risks are minimized by adequate collateralization and use of delivery versus payment procedures.

The following procedure shall be followed by the Investment Manager to monitor investment rating changes:

• Perform ongoing monitoring of the credit risks of all securities.
• Create and update, as necessary, an approved list of issuers and securities.
• Maintain the approved list in the Investment Manager’s trading and compliance system and utilize the system to monitor the credit risk on a pre-trade compliance basis.
• Note any changes in the rating of a security and determine whether such change is in compliance with the Act.
• If an investment is downgraded such that it is not in compliance with the Act, liquidate the security as required by the Act.

3. Liquidity
Cash needs and cash expectations take priority in the design and structure of TexPool Prime. Income and expenditure history are developed and continuously updated to determine the liquidity needs of TexPool Prime. Reports of anticipated cash flow needs are used to develop the maturity structure of the portfolio to provide liquidity to all participants. To meet the anticipated liquidity needs, TexPool Prime is invested to ensure sufficient distribution of investments in liquid, short-term instruments. The maturities of the investments are distributed such that there is a continuing stream of securities maturing at frequent intervals.

Under normal operating conditions, TexPool Prime seeks to remain fully invested. At the end of each business day, cash is primarily swept into repurchase agreements and/or an eligible money market fund.

4. Returns
After consideration of safety and liquidity, TexPool Prime assets are invested with the goal of achieving a competitive rate of return that meets or exceeds the yield on money market mutual funds with similar investment authority. TexPool Prime is structured to benefit from anticipated market conditions and to achieve a reasonable return.

F. DISTRIBUTION OF GAINS AND LOSSES
All gains and losses from the sale of securities are distributed among TexPool Prime participants and will be amortized over the remaining term to maturity of the liquidated securities.
II. AUTHORIZED INVESTMENTS

The Act governs the investment of TexPool Prime. The Act sets out a number of authorized investments. TexPool Prime funds may be invested only in the following authorized investments:

A. GOVERNMENT SECURITIES (section 2256.009(a)(1) of the Act)

1. Statutory Requirements
Obligations of the United States, its agencies, or instrumentalities, including the Federal Home Loan Banks, and EXCLUDING the following:

- Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

2. Policy Guidelines

*Portfolio Composition*: Up to 100% of TexPool Prime assets may be invested in government obligations of the United States, its agencies, or instrumentalities. However, no more than 60% of the portfolio may be invested in variable rate notes.

*Maturity Limits*: The maximum final stated maturity of a security may not exceed 397 days, other than for floating or variable rate government obligations of the United States, its agencies, or instrumentalities. The final stated maturity of securities that are not obligations of the United States, its agencies or instrumentalities, is the earlier of the contractual final maturity date or the next date on which full repayment of principal can be obtained through exercise of a demand feature.

B. REPURCHASE AGREEMENTS (section 2256.011 of the Act)

1. Statutory Requirements
Fully collateralized repurchase agreements or reverse repurchase agreements (i) with defined termination dates, (ii) secured by obligations of the United States, its agencies, or its instrumentalities, including certain mortgage-backed securities, (iii) that require purchased securities to be pledged to the investing entity, in the entity’s name, and deposited at the time of investment with the investing entity or a third party, and (iv) that are placed through primary government securities dealers, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas.

The term of a reverse repurchase agreement may not exceed 90 days after the date of delivery. Money received under a reverse repurchase agreement may be used to acquire additional authorized investments provided such investments mature not later than the expiration date stated in the reverse repurchase agreement.
2. Policy Guidelines

a. Repurchase Agreements

*Portfolio Composition:* Up to 100% of TexPool Prime assets may be invested in repurchase agreements.

*Direct Repurchase Agreements:* A direct repurchase agreement refers to any repurchase agreement with more than 7 calendar days remaining to maturity or more than 7 calendar days to the next put option that allows TexPool Prime to liquidate the position at par (principal plus accrued interest.)

*Maturity Limits:* The maximum final maturity on repurchase agreements may not exceed 365 days. For purposes of calculating the weighted average maturity of the portfolio, the maturity date of a term repurchase agreement will be equal to the put option notice period.

*Margin Requirement:* Collateral must be equal to at least 102% of the total market value of the repurchase agreement, including accrued interest.

b. Reverse Repurchase Agreements

*Portfolio Composition:* TexPool Prime may enter into reverse repurchase agreements for up to one third (1/3) of the value of TexPool Prime assets.

c. Repurchase Agreements and Reverse Repurchase Agreements

*Documentation:* All repurchase transactions are governed by a Bond Market Association (BMA) or Securities Industry and Financial Markets Association (SIFMA) approved Master Repurchase Agreement and Master Reverse Repurchase Agreement.

*Custody:* If collateral is to be held by a third party, the third party must have been previously approved by the Trust Company or the Investment Manager.

C. MONEY MARKET MUTUAL FUNDS (section 2256.014 of the Act)

1. Statutory and Other Requirements

No-load money market mutual fund that (i) is registered with and regulated by the Securities and Exchange Commission, (ii) provides a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940, and (iii) complies with federal Securities and Exchange Commission rule 2a-7, as promulgated under the Investment Company Act of 1940.

TexPool Prime may not acquire shares of a money market mutual fund that represent more than 10% of the outstanding shares of that fund at the time of purchase.

2. Policy Guidelines

*Portfolio Composition:* TexPool Prime assets may be invested in approved money market mutual funds. The Investment Manager may utilize affiliated money market funds for this purpose provided the Investment Manager waives its management fee equal to the relevant affiliated fund’s net management fee, and provides an annual accounting of such waivers to the Trust Company.

*Concentration Limits:* No more than 15% of the TexPool Prime assets may be invested in money market mutual funds that do not seek to maintain a stable net asset value per share.

*Rating:* The money market mutual fund must be rated AAA or its equivalent by at least one NRSRO.
D. SECURITIES LENDING (section 2256.0115 of the Act)

1. Statutory Requirements
TexPool Prime may engage in a securities lending program that complies with the following:
   a. the value of the securities loaned, including accrued interest, must be fully collateralized by:
      (i) government securities,
      (ii) irrevocable letters of credit issued by a bank organized under U.S. or state law and continuously rated at least A or its equivalent by at least one NRSRO, or
      (iii) cash invested in government securities, commercial paper, mutual funds, or investment pools authorized by the Act;
   b. the loan must be terminable at any time;
   c. the loan terms must require that the collateral be pledged to the investing entity, held in its name, and deposited with the investing entity or a third party selected and approved by the investing entity;
   d. the loan must be placed through primary dealers or financial institutions doing business in the state; and
   e. the loan agreement must have a term of one year or less.

2. Policy Guidelines
Cash received under securities lending agreements must be used to acquire obligations authorized under this investment policy, provided that the average life of the obligations cannot exceed the average life of the securities lending agreements.

E. CERTIFICATES OF DEPOSIT (section 2256.010 of the Act)

1. Statutory Requirements
Certificates of deposit issued by a state or national bank, savings bank, or a state or federal credit union that has its main office or a branch office in Texas that are (a) guaranteed or insured by the FDIC or the National Credit Union Share Insurance Fund; (b) secured by obligations of the United States, its agencies, or its instrumentalities, including certain mortgage-backed securities that have a market value at least equal to the principal amount of the certificates; or (c) secured in accordance with Chapter 2257 of the Texas Government Code or in any manner and amount provided by other law for deposits of the investing entity.

2. Policy Guidelines
Up to 75% of TexPool Prime assets may be invested in certificates of deposit.

F. COMMERCIAL PAPER (section 2256.013 of the Act)

1. Statutory Requirements
Commercial paper (a) with a stated maturity of 270 days or fewer from the date of issuance; and (b) that is rated at least A-1 or P-1 or an equivalent rating by at least two NRSROs or one NRSRO and fully secured by an irrevocable letter of credit by a national or state bank.

2. Policy Guidelines
Portfolio Composition: Up to 75% of TexPool Prime assets may be invested in commercial paper. However, no more than 25% of TexPool Prime assets may be invested in a single industry or business sector, provided that this limitation does not apply to securities issued or guaranteed by companies in the financial services industry.

Concentration Limits: No more than 5% of TexPool Prime assets may be invested in a single corporate entity. A 10 business day cure period shall be permitted in the event that the portfolio exceeds this limit, consistent with NRSRO guidelines.
III. PROHIBITED INVESTMENTS

A. STATUTORY
As required by section 2256.009 of the Act, TexPool Prime cannot invest in the following:

- Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

B. POLICY
1. Derivatives
TexPool Prime will not invest in “derivatives.” For the purposes of this Investment Policy, “derivatives” means instruments with embedded features that alter their characteristics or income stream or allow holders to hedge or speculate on a market or spreads between markets that are external to the issuer, or are not directly correlated on a one-to-one basis to the associated index or market. Derivatives include, but are not limited to, the following:

- Arrangements in which an investor has swapped the natural cash flows or some portion of the natural cash flows of an instrument for a different set of cash flows. (i.e., interest rate swaps).
- Over-the-counter/exchange traded options or futures (i.e., option contracts, futures contracts).
- Collateralized mortgage obligations, inverse floating rate notes, range index notes, non-money market index based notes, dual index notes, index amortizing notes, inverse multi-index bonds, stepped inverse index bonds, inverse index bonds.

Securities that are not considered derivatives and that are authorized investments for TexPool Prime include the following:

- Treasury Bills, Treasury Notes, Treasury Bonds, Treasury Strips, repurchase agreements, reverse repurchase agreements, U.S. agency notes with a defined maturity and fixed coupon rate, U.S. agency discount notes, money market index Treasury and agency variable rate notes (i.e., floating rate notes tied to money market indices such as three and six month Treasury Bills; one, three, and six month London Interbank Offering Rate [LIBOR]; Fed Funds; one year Constant Maturity Treasury; prime rate; and commercial paper composite); U.S. agency step-up notes and any authorized investment that is callable prior to its final maturity.
IV. ADMINISTRATIVE GUIDELINES

A. COMPETITIVE BIDDING
TexPool Prime trades, purchases, and sales are done on a best execution basis through a documented competitive bidding process. The broker/dealers used for TexPool Prime are those approved by the Comptroller and the Trust Company and in compliance with the Comptroller rules.

B. SAFEKEEPING
All eligible book-entry securities whether purchased outright or under repurchase agreements, are held in a separate custodial account at the Federal Reserve Bank in the name of the TexPool Portfolios or in an independent third party institution designated by Federated on behalf of the TexPool Portfolios. All securities not held in book entry form are held at an independent third-party institution designated by Federated on behalf of the TexPool Portfolios. Third party institutions must issue original safekeeping receipts to the Investment Manager.

C. AUTHORIZED PERSONNEL
The Investment Manager personnel authorized to buy and sell investment instruments, send and receive securities, and make fund transfers and other types of related investment transactions are directly supervised by senior investment management personnel in the Investment Manager’s Investment Management Group.

D. DOCUMENTATION
Complete documentation and audit trails are maintained for all investment transactions.

E. MONITORING MARKET PRICE
State Street Bank and Trust, the custodian designated by the Investment Manager (the “Custodian”) provides fund accounting services for TexPool Prime and is responsible for marking-to-market the portfolio holdings of TexPool Prime on a daily basis. The Custodian receives electronic transmissions from various pricing vendors in order to determine the individual market price of each security held in TexPool Prime. These electronic transmissions are checked daily for current data and validity of information. The Custodian also performs a reasonability test to determine whether the prices received are within a set tolerance range. In the event that any of the prices fall outside of the range, then these prices are investigated against secondary pricing sources. As a further check, the Investment Manager also monitors the prices of securities held in TexPool Prime, in order to independently determine reasonableness and validity.

The shadow price is the net asset value per share of TexPool Prime, calculated using total investments measured at fair value at the calculation date. The Investment Manager calculates TexPool Prime’s shadow price at a minimum on a monthly basis. The monthly calculation of the shadow price should occur no earlier than five business days prior to and no later than the end of the month.

F. PARTICIPATION AGREEMENTS
Each participant must have a fully executed participation agreement on file with the Trust Company before participating in TexPool Prime.
G. DEPOSIT AND WITHDRAWAL DEADLINES
See separate TexPool Prime Operating Procedures for detailed deposit and withdrawal deadlines.

H. REPORTING AND DISCLOSURE
The Act requires that public fund investment pools provide basic information regarding the pool's investments and operations. The pool is to provide the investment officer, or other authorized representative of a participating entity, disclosure information in an Information Statement. The required disclosure items are listed in the Act. This information is provided to all participants. Further, to maintain eligibility to receive funds from and invest funds on behalf of the pool's participants, TexPool Prime must furnish investment confirmations and a monthly report disclosing certain information. Finally, the Comptroller requires that TexPool Prime be audited annually by an independent auditor.

F. AUTHORIZED DEALERS
The Comptroller maintains a list of approved dealers and brokers (collectively, “dealers”) authorized to provide investment services. All dealers who desire to become qualified bidders for investment transactions for TexPool Prime must be on the approved list. The Comptroller annually reviews the financial condition and registration of the qualified dealers and revises the approved list as needed.

G. ETHICS AND CONFLICT OF INTEREST
The Comptroller requires the Investment Manager and its staff that are involved with making investment decisions for or executing trades on behalf of TexPool Prime to disclose any personal or business relationship with a broker/dealer seeking to sell investments to TexPool Prime. These employees are also required to refrain from personal business activity that could conflict with the proper execution and management of the investment program or that could impair their ability to make impartial decisions. The Investment Manager’s Compliance Officer is required to file a quarterly statement with the Trust Company evidencing compliance with foregoing matters by the Investment Manager and its employees.

Moreover, agents, advisors, and contractors providing services in connection with the custody, management, and investment of public funds under a contract with the Comptroller are required to at all times avoid any actual or apparent conflict of interest with respect to the custody, management, and investment of public funds. For purposes of this investment policy, a conflict of interest refers to any circumstances in which an agent, advisor, or contractor who, in the context of duties under its contract with the Comptroller, has interests that are or may become inconsistent with the interests of the agent, advisor, or contractor with respect to other duties, contractual or otherwise.
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.

<table>
<thead>
<tr>
<th>Recorded Interest Income for the quarter</th>
<th>$9,240.20</th>
</tr>
</thead>
</table>

| Investments in TexPool Prime: | 
|--------------------------------|--------------|
| Beginning | Ending |
| 07/01/19 | 09/30/19 |
| Water Plan | $61,947.00 | $62,318.56 |
| 9-1-1 | 165,164.19 | 226,825.09 |
| TCEQ | 114,074.60 | 71,998.61 |
| Transit | 343,468.78 | 345,528.91 |
| TWDB | 11,874.07 | 199,126.21 |
| GLO-Closing Cost | 97,406.34 | 97,990.68 |
| Kari's Law | 95,945.31 | 74,990.79 |
| Tire Project | 22,505.31 | 22,640.27 |
| **Total** | **$ 912,385.60** | **$1,101,419.12** |

TexPool Prime Rate as of September 30, 2019 – 2.2503%

This report of pooled fund investments is in compliance with the written investment policy and investment strategy approved by the Lower Rio Grande Valley Development Council Board of Directors and is in compliance with the relevant portions of the Public Funds Investment Act.

Crystal Balboa
Director of Finance
ITEM #4. B.

ADMINISTRATION

EXECUTIVE DIRECTOR REPORT
Item #4: Administration

B. Executive Director Report

Administration Action Item .............................................. Ron Garza, Executive Director

2. Copier Renewal Agreements for 9-1-1/ECOMMS and RGVMPO

The XEROX V180B, VERSANT 180 PRESS copier renewal lease agreement in the amount of $3,684.09 per month for 36 months for 9-1-1/Emergency Communications Division. The total value of the contract is $132,627.24. This renewal will be made through a cooperative purchasing contract, Omnia Partners Contract #R150302 satisfying requirements for formal competitive solicitation and bidding.

The Xerox C70Pro with Fiery E300 efi (70ppm digital press) copier renewal lease agreement for 36 months in the amount of $1,231.86 per month for RGV MPO. The total value of the contract is 444,346.96. This renewal will be made through a cooperative purchasing contract, Omnia Partners Contract #R150302 satisfying requirements for formal competitive solicitation and bidding.
# Lease Agreement

Customer: LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL CORPORATION, INC.

Bill To: LRGVDC
301 W RAIL ROAD ST
WESLACO, TX 78596-5104

Install: LRGVDC 911
AVE 1 STE A
1912 JOE STEPHENS
WESLACO, TX 7859-3702

State or Local Government Negotiated Contract: 072714800

## Solution

<table>
<thead>
<tr>
<th>Item</th>
<th>Product Description</th>
<th>Agreement Information</th>
<th>Trade Information</th>
<th>Requested Install Date</th>
</tr>
</thead>
</table>
| **1. V18008 (VERSANT 180 PRESS)** | - BGCADVPUN (Gbc Adv Punch Pro - Third Party)  
- Convenience Stapler  
- Double Punch Upg  
- Envelope Sup Kit  
- Foreign Interface  
- Hcs Ui Fixd Angle Kt  
- Infrace Decurk Mod  
- Usb Enablent Kit  
- Prod Rdy Book Mkrr  
- V80 2 Tray Adv Othcf  
- Prod Firr Clz Fold  
- Prd Rdy Interposer  
- Prd Rdy 2/3 Punch  
- Prd Rdy SQ Fld Trmr | Lease Term: 36 months  
Purchase Option: FMV | - Xerox V80 BAS L S/N B2R090445  
Trade in as of Payment 35 | 10/14/2019 |
| **2. V180EXB1 (EX 180 PS W/M/WIN10)** | - Advanced Fcl Kit  
- Cps4.5 Es2000 Spectr  
- Customer Fd  
- Analyst Services | Lease Term: 36 months  
Purchase Option: FMV | - Xerox V80EXB S/N R9A543058  
Trade-In as of Payment 35 | 10/15/2019 |

## Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.

Signer: __________________________ Phone: (956)682-3481

Signature: ________________________ Date: __________

Thank You for your business!
This Agreement is proudly presented by Xerox and
Fatima Barajas
(956)682-1820
For information on your Xerox Account, go to
www.xerox.com/AccountManagement
# Lease Agreement

<table>
<thead>
<tr>
<th>Item</th>
<th>Lease Minimum Payment</th>
<th>Print Charges</th>
<th>Maintenance Plan Features</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Meter</td>
<td>Volume Band</td>
</tr>
<tr>
<td>1. V1808</td>
<td>$2,829.77</td>
<td>1: Color Impressions</td>
<td>All Prints</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2: Black and White Impressions</td>
<td>All Prints</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3: Color Large Impressions</td>
<td>All Prints</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4: Extra Long Impressions</td>
<td>All Prints</td>
</tr>
<tr>
<td>2. V180EXB1</td>
<td>$854.32</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$3,684.09</td>
<td>Minimum Payments (Excluding Applicable Taxes)</td>
<td></td>
</tr>
</tbody>
</table>
### Lease Agreement

**Customer:** HIDALGO, COUNTY OF  
**BILL To:** LRGVDC/HCMPO  
301 W RAILROAD ST  
WESLACO, TX 78596-5104

**Install:** HCMPO  
DR  
510 S PLEASANTVIEW  
WESLACO, TX 78596-9104

**Tax ID:** 1  
State or Local Government Negotiated Contract: 072771400

---

### Solution

<table>
<thead>
<tr>
<th>Item</th>
<th>Product Description</th>
<th>Agreement Information</th>
<th>Trade Information</th>
<th>Requested Install Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. XC70 (XC C70 PRINTER)</strong></td>
<td></td>
<td></td>
<td></td>
<td>11/11/2019</td>
</tr>
<tr>
<td>- C60/70 Br Cz Fold</td>
<td></td>
<td>Lease Term: 36 months</td>
<td>- Xerox C75 FOR GC ONLY S/N XU6476832</td>
<td></td>
</tr>
<tr>
<td>- C60/70 Br Book Maker</td>
<td></td>
<td>Purchase Option: FMV</td>
<td>Trade-In as of Payment 59</td>
<td></td>
</tr>
<tr>
<td>- D4 Z-folder</td>
<td></td>
<td>Customer’s Reference Information</td>
<td>Per Omnia# R150302</td>
<td></td>
</tr>
<tr>
<td>- Post Script Int Svr</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Xc550/560 Conv Stplr</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Customer Ed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Analyst Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2. C70EF12 (EXI E300 C60/70 DFE)</strong></td>
<td></td>
<td></td>
<td></td>
<td>11/11/2019</td>
</tr>
<tr>
<td>- Productivity Pack</td>
<td></td>
<td>Lease Term: 36 months</td>
<td>- Xerox C75EF1 S/N B35458098</td>
<td></td>
</tr>
<tr>
<td>- Customer Ed</td>
<td></td>
<td>Purchase Option: FMV</td>
<td>Trade-In as of Payment 59</td>
<td></td>
</tr>
<tr>
<td>- Analyst Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

### Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consist of 3 pages including this face page.

**Signer:**  
**Phone:** (956)969-5778

**Signature:**  
**Date:**

---

Thank You for your business!  
This Agreement is proudly presented by Xerox and  
Fatima Barajas  
(956)682-1820  
For information on your Xerox Account, go to  
[www.xerox.com/AccountManagement](http://www.xerox.com/AccountManagement)
<table>
<thead>
<tr>
<th>Item</th>
<th>Lease Minimum Payment</th>
<th>Meter</th>
<th>Print Charges Volume Band</th>
<th>Per Print Rate</th>
<th>Maintenance Plan Features</th>
</tr>
</thead>
</table>
| 1. XC70 | $671.89 | 1: Color Impressions | All Prints | $0.0596 | - Consumable Supplies Included for all prints  
- Pricing Fixed for Term |
|      |          | 2: Black and White Impressions | All Prints | $0.0090 |                      |
| 2. C70Efi2 | $559.97 | N/A | N/A | N/A | - Full Service Maintenance Included  
- Pricing Fixed for Term |
| Total | $1,231.86 | Minimum Payments (Excluding Applicable Taxes) | | | |
Lower Rio Grande Valley Development Council

Mayor David Suarez, Weslaco .......................................................... President
Mayor Jim Darling, McAllen ............................................................ 1st Vice President
Judge Aurelio “Keter” Guerra, Willacy County ............................... 2nd Vice President
Mayor Ambrosio “Amos” Hernandez, Pharr ................................... Secretary
Mayor Chris Boswell, Harlingen .................................................... Treasurer
Hon. Norma G. Garcia, Member-at-Large ...................................... Immediate Past President

BOARD MEMBERS

David A. Garza
Commissioner, Cameron County

David Fuentes
Commissioner, Hidalgo County

Pilar Garza
Commissioner, Alamo

Trey Mendez
Mayor, Brownsville

Gilbert Enriquez
Councilman, Edinburg

Yolanda H. Cruz
Mayor Pro-tem, Los Fresnos

Rick Salinas
Commissioner, Lyford

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-tem, Mission

Dave Kusch
Mayor, Primera

Edward Gonzales
Commissioner, Raymondville

Benjamin “Ben” Gomez
Mayor, San Benito

Marco “Markie” Villegas
Commissioner, San Juan

Veronica Gonzales
UT Rio Grande Valley

Paul Hernandez
South Texas College

Javier De Leon
Texas State Technical College

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy County Navigation District

Celeste Sanchez
Member-at-Large

Commissioner Jesse Zuniga
Member-at-Large

Christina Pátilo Houle
Grassroots Organizations

EXECUTIVE DIRECTOR

Ron Garza

STAKEHOLDER & PUBLIC FEEDBACK REPORT

Regional Water Resource Advisory Committee

Special Meeting

Texas CDBG Mitigation Funding Public Input Forum

October 3, 2019

Held in collaboration with Texas General Land Office (GLO) & Cities, Counties, and Stakeholder Organizations of the Lower Rio Grande Valley
Background

In the Spring of 2019, Texas General Land Office (GLO) conducted outreach to 15 of the 23 impacted COG’s, which at that time, did not include a visit to the Lower Rio Grande Valley Development Council (LRGVDC) region. All three counties covered by LRGVDC (Cameron, Hidalgo, & Willacy) have been declared eligible for Texas CDBG Mitigation Funds. Over the summer, GLO reached out directly to LRGVDC for assistance in feedback solicitation beyond self-response to online mitigation survey.

After a conference call on August 6, 2019 between LRGVDC and GLO staff, it was agreed upon that LRGVDC would host a public forum to solicit feedback. The feedback gathered would be structured around online mitigation survey questions and provided as a report to GLO. GLO agreed that this report would be included as official feedback from the LRGVDC region as part of the GLO Action Plan development. LRGVDC’s forum would be scheduled in alignment with Regional Public Hearings held in Austin, Beaumont, and Corpus Christi (Sept 26th, Oct. 1st & Oct. 2nd, respectively).

The public input forum was held Thursday, October 3, 2019 in Weslaco, Texas. The forum was structured as part of LRGVDC’s Regional Water Resource Advisory Committee (RWRAC) incorporating committee governance rules and the platform to appropriately record meeting minutes.

Approximately 75 individuals, representing diverse stakeholder organizations were present. After a calling to order shortly after 9:30am by Willacy County Commissioner Eduardo Gonzalez, LRGVDC Executive Director, Ron Garza provided a general layout for the discussion. The floor was then turned over to Mr. Jonah Chen and Mr. Aaron Pena of GLO to present an overview of the CDBG-MIT Federal Register, list of eligible counties, and facilitate questions. Following this approximate 1 hour presentation, discussion questions were presented to the group utilizing the “Poll Everywhere” interactive audience participation tool.

Overall, there was active participation, high stakeholder engagement, and great interest in the availability of resources for the flood-prone LRGVDC region.

On behalf of the LRGVDC Board of Directors and stakeholders of the region, we would like to sincerely thank GLO for actively seeking regional input, moving efficiently through the action planning process, and taking into consideration the vulnerabilities and needs of the Lower Rio Grande Valley.

The remainder of this report shall outline the responses.
Discussion & Survey Response Summary

Note: To avoid undue duplication, response summaries reflect one response per organization.

Discussion Question #1: What is your biggest barrier to implementing hazard mitigation projects?

Response Summary:

<table>
<thead>
<tr>
<th>Responses</th>
<th>Votes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funding</td>
<td>25</td>
</tr>
<tr>
<td>Planning</td>
<td>2</td>
</tr>
<tr>
<td>Local match</td>
<td>2</td>
</tr>
<tr>
<td>Shovel ready project</td>
<td>3</td>
</tr>
<tr>
<td>Our city does not have a Hazard Mitigation Plan</td>
<td>1</td>
</tr>
<tr>
<td>Regional Cooperation while still supporting local communities with urgent needs</td>
<td>1</td>
</tr>
<tr>
<td>Environmental regulations</td>
<td>1</td>
</tr>
<tr>
<td>Funding design and construction</td>
<td>1</td>
</tr>
<tr>
<td>Communication</td>
<td>1</td>
</tr>
</tbody>
</table>

Additional Comments & Recommendations:
Discussion Question #2: What methods does your jurisdiction use to communicate the threat of potential incoming natural hazards?

Response Summary:

<table>
<thead>
<tr>
<th>Method</th>
<th>Count</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td>14</td>
<td>17.72</td>
</tr>
<tr>
<td>Phone/Text</td>
<td>14</td>
<td>17.72</td>
</tr>
<tr>
<td><strong>Social Media</strong></td>
<td><strong>27</strong></td>
<td><strong>34.18</strong></td>
</tr>
<tr>
<td>Public/Private Broadcasting</td>
<td>16</td>
<td>20.25</td>
</tr>
<tr>
<td>Other</td>
<td>8</td>
<td>10.13</td>
</tr>
</tbody>
</table>

Additional Comments & Recommendations:

- Strengthen Emergency Response communication
- Create an email after a disaster
- Use address on Subject line
Discussion Question #3: How does your community inform residents that their property is located in FEMA-designated floodplain?

Response Summary:

<table>
<thead>
<tr>
<th>Category</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do not</td>
<td>7</td>
</tr>
<tr>
<td>Permitting review process</td>
<td>7</td>
</tr>
<tr>
<td>Planning Process</td>
<td>5</td>
</tr>
<tr>
<td>Flood insurance</td>
<td>2</td>
</tr>
<tr>
<td>Platting</td>
<td>2</td>
</tr>
<tr>
<td>Public hearings</td>
<td>1</td>
</tr>
<tr>
<td>FPA</td>
<td>1</td>
</tr>
<tr>
<td>Maps</td>
<td>1</td>
</tr>
<tr>
<td>Website</td>
<td>1</td>
</tr>
</tbody>
</table>

Additional Comments & Recommendations:

- Counties can use FEMA maps and reach out to people to inform them in order to get ahead of the issue.
Discussion Question #4: If additional, limited funding becomes available, please rate the following mitigation activities according to your community’s current priorities.

Response Summary:

Additional Comments & Recommendations:
- Regional detention facilities
- A regional system for real-time water level monitoring
- Other: PBS dedicate it to emergency and education response
- Emergency Services: are very good. We can get boats, and people relatively quick
  - Sustainability
Discussion Question #5: Taking into consideration your community’s past experiences with natural hazards, please rate on a scale from 1 to 4, your community’s interest in pursuing the following activities:

Response Summary:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Structure and infrastructure projects – implement infrastructure and building improvements to eliminate or reduce hazard threats.</td>
</tr>
<tr>
<td>2</td>
<td>Preparedness, Coordination, and Response Actions – Ensure that a framework exists to facilitate and coordinate the administration and enforcement of planned activities into all local community operations.</td>
</tr>
<tr>
<td>3</td>
<td>Local Plans and Regulations – Integrate, mitigation objectives into local bylaws, ordinances, and regulations to foster the protection of vulnerable resources.</td>
</tr>
<tr>
<td>4</td>
<td>Education &amp; Awareness programs – Promote education and community outreach to raise awareness of overall or hazard-specific risks to residents and generate support for individual or community-wide efforts to reduce risk.</td>
</tr>
</tbody>
</table>
Additional Comments & Recommendations:

- 1. Plans needs to be first
  - following local ordinances
  - requirements grade elevation level (in low area required to build higher)
- 2. Infrastructure funding (regional detention)
Discussion Question #6: Which type of planning, mitigation, or protection activities has your community or jurisdiction implemented recently?

Response Summary:

<table>
<thead>
<tr>
<th>Which type of planning, mitigation, or protection activities has your community or jurisdiction implemented recently?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Open Ended</strong></td>
</tr>
<tr>
<td>Subdivision Regulation</td>
</tr>
<tr>
<td>Drainage</td>
</tr>
<tr>
<td>Widening ditches and building</td>
</tr>
<tr>
<td>RDF</td>
</tr>
<tr>
<td>BondIssue DrainageMitigation</td>
</tr>
<tr>
<td>Planning, detention and Drainage bond</td>
</tr>
<tr>
<td>Updatehazardmitigationplan</td>
</tr>
<tr>
<td>Regionalcoordination Master</td>
</tr>
<tr>
<td>planning: water, wastewater and SW. MasterDrainageStudy</td>
</tr>
</tbody>
</table>

Continuation pg. 9
Detention channel expansion
study
Flooding/Drainage
Seek funding for local drainage plan
Master Drainage Plan
Update-HMP
Sensors
Drainage improvements, early response

Drainage Bond for Capital Projects
In the process of updating
Master Drainage Study and Hazard Mitigation Action plan.
Drainage committee.
Linear detention
New drainage infrastructure
Update Hazard Mitigation Plans
Flood Mitigation Plan
Constructed stormwater detention facility
Detention

Additional Comments & Recommendations:

• Harlingen: Update drainage study with UTRGV at no cost
• Hidalgo County: Bonds 225M
  o We do have shovel ready projects
  o Improve the drain
  o Invested
• RGV cities in the west need to:
  o create retention ponds
  o better coordination to hold water
  o control and release of water \(\Rightarrow\) regional detention
• Have a 50-year design on development - developers
  o Existing 50-year design: McAllen, Weslaco, Hidalgo County
• Supervisory Control and Data Acquisition (SCADA) \(\Rightarrow\) how high the water is rising
  o Building permits
Discussion Question #7: What protection activities has your community or jurisdiction identified as needed but not yet implemented?

Response Summary:

Additional Comments & Recommendations:

- Willacy and Hidalgo county working together
  - Water release is controlled
- 2018 Hidalgo and Cameron were flooded but not Willacy
- Brownsville has their own pocket of water
  - More real-time monitoring capabilities
- Enforce regulations and city ordinances
Discussion Question #8: Are there any hazard issues specific to your community or region that you would like to emphasize, e.g. repetitive flooding, as specific intersections or downstream flooding impact?

Response Summary:

<table>
<thead>
<tr>
<th>Topic</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Downstream flooding impact</td>
<td>4</td>
</tr>
<tr>
<td>Repetitive Flooding</td>
<td>9</td>
</tr>
<tr>
<td>TXDOT roads</td>
<td>2</td>
</tr>
</tbody>
</table>

Additional Comments & Recommendations:

- Repetitive Flooding
Additional Attendee Questions

Low to Moderate Income (LMI) methodologies for neighborhoods?
- Use census data (census blocks), surveys (preferred)
- how intrusive is the survey?
  - To know the composition of the home

Will GLO use Census 2010 or Census 2020 data?
- GLO has not decided
- 50% of funds need to service/benefit LMI people
- need to use sound methodologies as per HUD/GLO guidelines

Emphasize the benefit to cost ratio
- Use data for regional projects (surveys and Census data)
- Which jurisdiction will be the lead applicant in project?
  - whoever has capacity

Leverage Federal and State funds?
- Yes

Is a match required?
- You can use CDBG money to match other grants
- Timelines needs to match up
- Leverage moneys: local match, grant funds → project will be sharper, better put-together

Is there time to create a plan?
- It may take a year
- Have some projects in mind and do planning in conjunction
- Has to meet timeline

Texas Water Development Board requires national flood insurance outside the floodplain?
- GLO will follow-up

Will housing be considered outside of the Harvey area?
- It has been brought up to GLO
- Potential buyouts – La Feria and Santa Rosa
  - No local match required
- Voluntary and involuntary program – can be both but preference is 100% voluntary
- Application has to specify assistance with relocation because people have been displaced before
  - Find housing in another jurisdiction?
    - Refer to LRGVDC website for Hurricane Dolly
- Does it include new housing?
  - Mitigation no, DR might
- Can jurisdictions buyout and then build?
  - constraint is you can’t build a new property on prone to flood land after buyout
<table>
<thead>
<tr>
<th></th>
<th>Participating Stakeholder Organizations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Alamo</td>
</tr>
<tr>
<td>2</td>
<td>Brownsville</td>
</tr>
<tr>
<td>3</td>
<td>Cameron County</td>
</tr>
<tr>
<td>4</td>
<td>Cameron County Drainage District #5</td>
</tr>
<tr>
<td>5</td>
<td>Elsa</td>
</tr>
<tr>
<td>6</td>
<td>Grant Works</td>
</tr>
<tr>
<td>7</td>
<td>Harlingen</td>
</tr>
<tr>
<td>8</td>
<td>Hidalgo County Judge's Office</td>
</tr>
<tr>
<td>9</td>
<td>La Feria</td>
</tr>
<tr>
<td>10</td>
<td>La Feria Irrigation District #3</td>
</tr>
<tr>
<td>11</td>
<td>Los Fresnos</td>
</tr>
<tr>
<td>12</td>
<td>Lower Rio Grande Valley Development Council (LRGVDC)</td>
</tr>
<tr>
<td>13</td>
<td>McAllen</td>
</tr>
<tr>
<td>14</td>
<td>Mission</td>
</tr>
<tr>
<td>15</td>
<td>Palm Valley</td>
</tr>
<tr>
<td>16</td>
<td>PCE Engineering</td>
</tr>
<tr>
<td>17</td>
<td>Rio Grande Region Water Authority (RGRWA)</td>
</tr>
<tr>
<td>18</td>
<td>Sames Inc.</td>
</tr>
<tr>
<td>19</td>
<td>Texas General Land Office (TxELO)</td>
</tr>
<tr>
<td>20</td>
<td>Texas Sea Grant</td>
</tr>
<tr>
<td>21</td>
<td>University of Texas Rio Grande Valley (UTRGV)</td>
</tr>
<tr>
<td>22</td>
<td>US International Boundary &amp; Water Commission (USIBWC)</td>
</tr>
<tr>
<td>23</td>
<td>Vela, Congressman Office</td>
</tr>
<tr>
<td>24</td>
<td>Weslaco</td>
</tr>
<tr>
<td>25</td>
<td>Willacy County</td>
</tr>
</tbody>
</table>
ITEM #5. A.

COMMUNITY & ECONOMIC DEVELOPMENT
Item #5: Department Reports

A. Community & Economic Development

1. Consideration and **ACTION** to Approve the Professional Services Agreement by and between the Lower Rio Grande Valley Development Council (LRGVDC) and Texas Property Assessed Clean Energy (PACE) Authority

The Professional Services Agreement reflects a recent reduction in Texas PACE Authority project fees to make PACE projects less expensive and make the LRGVDC fees consistent with fees in the rest of the state and to increase the percentage of administrative fees shared with the LRGVDC from 10% to 25%. LRGVDC’s education and outreach of the PACE program is also added into the agreement.
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL AND
TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY

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

WITNESSETH:

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

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

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

I. ENGAGEMENT

LRGVDC hereby agrees to retain Services Provider to act as a sub-contractor to provide technical and financial management services for LRGVDC ‘s PACE program and Services Provider agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that Services Provider shall perform such services as are further described in Exhibit "A" hereto (collectively "Scope of Services"). The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by LRGVDC but said authorization must be made in writing. LRGVDC and Services Provider will jointly work together to conduct community outreach, education, and conduct presentations. Services Provider shall be solely responsible for all other services as described in Exhibit "A".

III. TERM OF AGREEMENT

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

IV. COMPENSATION/EXPENSES

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

V. INSURANCE

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

VI. INDEMNIFICATION

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

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

VIII. ASSIGNMENT AND SUBLETTING

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

IX. AUDITS AND RECORDS

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

X. CONTRACT TERMINATION

The parties agree that LRGVDC and Services Provider shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Services Provider. In the event of such termination, Services Provider shall deliver to LRGVDC all finished or unfinished documents, data, studies, surveys, drawings, maps,
models, reports, photographs or other items prepared by Services Provider in connection with this Agreement. In the event of termination by LRGVDC, Services Provider shall be compensated in accordance with Section III of this Agreement with respect to any third party agreements under administration by Services Provider at the time of termination.

XI. COMPLETE AGREEMENT

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

XII. AMENDMENTS

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

XIII. MAILING OF NOTICES

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

Lower Rio Grande Valley Council of Governments
Attn: Ron Garza or Blanca Davila
301 W. Railroad Street
Weslaco TX 78596
or
rongarza@lrgvdc.org
bdavila@lrgvdc.org

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

Texas Property Assessed Clean Energy Authority
Attn: Charlene Heydinger
PO Box 200368
Austin TX 78720-0368
or
charlene@texasspaceauthority.org

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

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

XV. MISCELLANEOUS

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

B. Paragraph Headings:

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

C. Agreement Interpretation:

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

D. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement.

E. Successors and Assigns:

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

F. Severability:

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

G. Effective Date:

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

**SIGNED** on the date indicated below.
TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY

By: ___________________________  ________________
    Charlene Heydinger             Date
    President

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

By: ___________________________  ________________
    Ron Garza                    Date
    Executive Director
Exhibit "A"

Scope of Services

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

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

Maintain uniform documents. Periodic updates to the standard form documents will be necessary as the program evolves, incorporating best practices and standardizing the PACE documents across various PACE programs. The Authorized Representative will be tasked with maintaining the form documents and making technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the Texas PACE Act.

Application and Approval Process

Publish a Project Application Form based on PACE-in-a-Box model application form on the Program website;
Review submitted Application forms for administrative completeness and notify the applicants of any missing information;
Maintain the confidentiality of confidential owner information;
Maintain the PACE application process, including: Draft and distribute the PACE application, as well as accept and review the property owner’s completed application;
If the project meets eligibility requirements, provide written indication that the project meets PACE standards at this stage (subject to verification of all requirements at closing).
Inform the property owner of his or her responsibilities in the process, including hiring a third-party reviewer, obtaining a lender, determining final project scope and completing and submitting a closing verification package.

Conduct a Pre-Closing Verification, which will confirm the statutorily required eligibility requirements of the owner including that the property owner:

- Is the legal property owner of the benefited property;
- Is current on mortgage and tax payments;
- Is not insolvent or the subject of bankruptcy proceedings;
- Holds a title to the property to be subject to a PACE assessment that is not in dispute; and
- Has consent of any pre-existing mortgagee to the proposed PACE assessment through a written contract.

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

- Site visit,
- Report stating the savings (energy, demand, and/or water) and expected project life are reasonable and in compliance with PACE in a Box program guidelines; and
- Letter from the ITPR certifying that he/she has no financial interest in the project and is an independent reviewer.

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

Require lender to confirm in writing its determination, based on underwriting factors established by the lender, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment.

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

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

- Amount of the assessment;
- The legal description of the property;
- The name of the property owner; and
- A reference to the statutory assessment lien provided under the PACE Act.

Collect and retain owner application fees as compensation for administrative services at closing.
Perform closing verification reviews, provide LRGVDC with project review, and schedule assessment transaction closings when all requirements are met. Such closing verification must include:

The report conducted by a qualified independent third-party reviewer of water or energy baseline conditions and the projected water or energy savings attributable to the project;

Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and

All other information required by the Services Provider.

Coordinate and take part in assessment transaction closings.

Execute contracts under the Program as authorized by LRGVDC on behalf of the Local Government.

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

Amount of the assessment;

The legal description of the property;

The name of the property owner; and

A reference to the statutory assessment lien provided under the PACE Act.

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

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

**Management and Reporting**

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

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

Receive and store owner reports on energy and water savings.

Maintain the form contracts and make technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute.

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

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

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

**Application Fee** is the greater of:
- $2,000; or
- Amounting to
  - 1% of total project cost of first $5 million;
  - 0.5% of marginal amount above $5 million; and
  - 0.25% of marginal amount above $20 million,

Initial $500 to be paid with application. Balance to be paid at closing.

**Ongoing Residual Fee** amounting to 8 basis points annually on the loan, resulting in a declining payment based on the outstanding principal balance to be paid as part of annual assessment.

Note: This fee can be capitalized and paid in full at closing.

From time to time in response to project volume and after consultation with LRGVDC, Service Provider may adjust rates.

Service Provider shall remit 25% of all application fees to LRGVDC to reimburse Local Government for outreach and education efforts undertaken by Local to promote the program to stakeholders in the LRGVDC jurisdictions.

No amounts shall be due by LRGVDC to Services Provider.
### Exhibit "C"

**Insurance Requirements**

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIMIT OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Liability</td>
<td>$500,000 per occurrence</td>
</tr>
<tr>
<td>General Liability</td>
<td>Bodily Injury and Property Damage, Combined Limits of $500,000 each Occurrence, and $1,000,000 aggregate</td>
</tr>
</tbody>
</table>
Lower Rio Grande Valley Development Council
Board of Directors Meeting

September 25, 2019

Item #5: Department Reports

A. Community & Economic Development

- Regional Small Cities Coalition

  The next meeting for the Regional Small Cities Coalition is scheduled on Thursday, November 14, 2019 at 11:30 AM at City of Alamo; no meeting was held in October.

- Explore RGV

  Explore RGV has received 18 municipality contributions to the Explore RGV Regional Marketing Project payments. Partner Cities can be viewed at https://goexplorergv.com/partner-cities/.

  Download Explore RGV app at the Apple Store and Google Play or visit www.goexplorergv.com. Please follow @goexplorergv on Twitter, Instagram, and Facebook.

- Census 2020

  The next RGV Census 2020 Regional Taskforce Meeting is scheduled for Friday, November 15, 2019, 10:00 am - 12:00 pm in the Ken Jones Executive Board Room – Building B.

- HUD Disaster Recovery Housing Program

  The LRGVDC was awarded contracts with the Texas General Land Office as a subrecipient to administer HUD CDBG-Disaster Recovery funding issued as a result of Hurricane Dolly. All funds have been expended for the following, Non-Family Rental, Multi-Family Rental and Administrative costs. The grants awarded to the LRGVDC were expended and projects have been completed at 100%. The contract between LRGVDC and the Texas General Land Office (GLO) for Multi-Family Rental ended December 31, 2018. LRGVDC is working with GLO to finalize contract close-out.

- Solid Waste Management Program

  The next Solid Waste Advisory Committee Meeting is scheduled for Thursday, November 7, 2019 at the Ken Jones Executive Board Room.

  Staff continues to provide technical assistance and outreach and continues to monitor all Solid Waste Management Projects. The Solid Waste Advisory Committee hosted a
meeting Tuesday, October 15, 2019. All information pertaining to the Solid Waste Program is available at www.lrgvdc.org/solidwaste.html

- Water Quality Program

Staff continues to provide education and outreach to cities/communities on water quality issues by attending different functions.

- Regional Water Resource Advisory Committee

On October 3, 2019, in partnership with TxGLO, the LRGVDC hosted a Disaster Mitigation Forum as part of a special meeting of the Regional Water Resource Advisory Committee (RWRAC). The purpose of the meeting was to gather input and feedback from regional stakeholders and provide GLO a written response report to be used as part of their statewide action plan. A total of twenty-five (25) entities attended the meeting. The Stakeholder Feedback Report was emailed to TxGLO on October 14.

The next meeting for the RWRAC is scheduled for Wednesday, November 13, 2019 at 12:00 noon at 301 W. Railroad St, Weslaco – Ken Jones Executive Board Room – Building B

- Rio Grande Regional Water Planning Group (Region M)

The next meeting of the Region M Group is scheduled for Wednesday, December 18, 2019 at 10:30 am. Please visit the Region M Website at www.riograndewaterplan.org for updates on the 2021 Regional Water Plan and other Rio Grande Regional Water Planning Group activities.

- Reservoir Levels

On October 19, 2019, the U.S. combined ownership at Amistad/Falcon stood at 54.76% of normal conservation capacity, impounding 1,857,337 acre-feet, down from 56.55% (1,918,140 AF) of normal conservation a year ago. Overall the system is holding 37.96% of normal conservation capacity, impounding 2,248,099 acre-feet with Amistad at 49.60% of conservation capacity, impounding 1,624,663 acre-feet and Falcon at 23.55% of conservation capacity, impounding 623,436 acre-feet. Mexico has 15.44% of normal conservation capacity, impounding 390,762 acre-feet at Amistad/Falcon
Water Levels at Amistad and Falcon Reservoirs
(U.S. Ownership)

10/19/2019, 54.76% of Capacity or 1,857,337 AF up from 1,918,140 AF of Normal Conservation a year ago

NOTE: Mexico Ownership/Reservoir Capacity for October 19, 2019: 15.44% (390,762) A.F.
### Rio Grande Watermaster Report

**10/19/19**

**Amistad**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Value</th>
<th>Unit</th>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Conservation Elevation</td>
<td>340.462</td>
<td>Meters</td>
<td>1,117.00 Feet</td>
<td></td>
</tr>
<tr>
<td>Water Elevation</td>
<td>330.630</td>
<td>Meters</td>
<td>1,084.74 Feet</td>
<td>-32.26</td>
</tr>
<tr>
<td>Total Normal Conservation Capacity</td>
<td>4,040,325</td>
<td>TCM</td>
<td>3,275,532 Acre-Feet</td>
<td>49.60%</td>
</tr>
<tr>
<td>Total Combined Storage</td>
<td>2,004,000</td>
<td>TCM</td>
<td>1,624,663 Acre-Feet</td>
<td>85.23%</td>
</tr>
<tr>
<td>US Share of Current Storage</td>
<td>1,708,000</td>
<td>TCM</td>
<td>1,384,693 Acre-Feet</td>
<td>85.23%</td>
</tr>
<tr>
<td>Mexico share of Current Storage</td>
<td>296,000</td>
<td>TCM</td>
<td>239,970 Acre-Feet</td>
<td>14.77%</td>
</tr>
<tr>
<td>TOTAL RELEASES AVG</td>
<td>29.20</td>
<td>CMS</td>
<td>1,031 CFS</td>
<td></td>
</tr>
<tr>
<td>US Release AVG</td>
<td>26.00</td>
<td>CMS</td>
<td>918 CFS</td>
<td>89.04%</td>
</tr>
<tr>
<td>Mexico Release AVG</td>
<td>3.20</td>
<td>CMS</td>
<td>113 CFS</td>
<td>10.96%</td>
</tr>
<tr>
<td>TOTAL INFLOWS AVG</td>
<td>40.50</td>
<td>CMS</td>
<td>1,430 CFS</td>
<td></td>
</tr>
<tr>
<td>US Inflows AVG</td>
<td>30.10</td>
<td>CMS</td>
<td>1,063 CFS</td>
<td></td>
</tr>
<tr>
<td>Mexico Inflows AVG</td>
<td>10.40</td>
<td>CMS</td>
<td>367 CFS</td>
<td></td>
</tr>
<tr>
<td>US Reservoir Loss</td>
<td>7.35</td>
<td>CMS</td>
<td>260 CFS</td>
<td></td>
</tr>
</tbody>
</table>

**Falcon**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Value</th>
<th>Unit</th>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Conservation Elevation</td>
<td>91.805</td>
<td>Meters</td>
<td>301.20 Feet</td>
<td></td>
</tr>
<tr>
<td>Water Elevation</td>
<td>80.980</td>
<td>Meters</td>
<td>265.68 Feet</td>
<td>-35.52</td>
</tr>
<tr>
<td>Total Normal Conservation Capacity</td>
<td>3,264,813</td>
<td>TCM</td>
<td>2,646,817 Acre-Feet</td>
<td>75.81%</td>
</tr>
<tr>
<td>Total Combined Storage</td>
<td>769,000</td>
<td>TCM</td>
<td>623,436 Acre-Feet</td>
<td>23.55%</td>
</tr>
<tr>
<td>US Share of Current Storage</td>
<td>583,000</td>
<td>TCM</td>
<td>472,644 Acre-Feet</td>
<td></td>
</tr>
<tr>
<td>Mexico share of Current Storage</td>
<td>186,000</td>
<td>TCM</td>
<td>150,792 Acre-Feet</td>
<td>24.19%</td>
</tr>
<tr>
<td>Total Releases AVG</td>
<td>36.50</td>
<td>CMS</td>
<td>1,289 CFS</td>
<td></td>
</tr>
<tr>
<td>US Release AVG</td>
<td>26.40</td>
<td>CMS</td>
<td>932 CFS</td>
<td>72.33%</td>
</tr>
<tr>
<td>Mexico Release AVG</td>
<td>10.10</td>
<td>CMS</td>
<td>357 CFS</td>
<td>27.67%</td>
</tr>
<tr>
<td>TOTAL INFLOWS AVG</td>
<td>29.90</td>
<td>CMS</td>
<td>1,056 CFS</td>
<td></td>
</tr>
<tr>
<td>US Inflows AVG</td>
<td>27.00</td>
<td>CMS</td>
<td>953 CFS</td>
<td></td>
</tr>
<tr>
<td>Mexico Inflows AVG</td>
<td>2.90</td>
<td>CMS</td>
<td>102 CFS</td>
<td></td>
</tr>
<tr>
<td>US Reservoir Loss</td>
<td>5.26</td>
<td>CMS</td>
<td>186 CFS</td>
<td></td>
</tr>
</tbody>
</table>

**Overall Status**

<table>
<thead>
<tr>
<th>Feature</th>
<th>Value</th>
<th>Unit</th>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Conservation Capacity - <strong>Amistad</strong></td>
<td>4,040,325</td>
<td>TCM</td>
<td>3,275,532 Acre-Feet</td>
<td></td>
</tr>
<tr>
<td>US Share of Amistad Normal Conservation</td>
<td>2,270,663</td>
<td>TCM</td>
<td>1,840,849 Acre-Feet</td>
<td></td>
</tr>
<tr>
<td>Current US share of Normal Conservation</td>
<td>1,708,000</td>
<td>TCM</td>
<td>1,384,693 Acre-Feet</td>
<td>75.22%</td>
</tr>
<tr>
<td>Normal Conservation Capacity - <strong>Falcon</strong></td>
<td>3,264,813</td>
<td>TCM</td>
<td>2,646,817 Acre-Feet</td>
<td></td>
</tr>
<tr>
<td>US Share of Falcon Normal Conservation</td>
<td>1,913,180</td>
<td>TCM</td>
<td>1,551,034 Acre-Feet</td>
<td></td>
</tr>
<tr>
<td>Current US share of Normal Conservation</td>
<td>583,000</td>
<td>TCM</td>
<td>472,644 Acre-Feet</td>
<td>30.47%</td>
</tr>
<tr>
<td>Normal Capacity - Amistad/Falcon System</td>
<td>7,305,138</td>
<td>TCM</td>
<td>5,922,348 Acre-Feet</td>
<td></td>
</tr>
<tr>
<td>Normal Conservation Capacity - US</td>
<td>4,183,843</td>
<td>TCM</td>
<td>3,391,883 Acre-Feet</td>
<td>57.27%</td>
</tr>
<tr>
<td>Normal Conservation Capacity - Mexico</td>
<td>3,121,295</td>
<td>TCM</td>
<td>2,530,466 Acre-Feet</td>
<td>42.73%</td>
</tr>
<tr>
<td>Current Storage US</td>
<td>2,291,000</td>
<td>TCM</td>
<td>1,857,337 Acre-Feet</td>
<td>54.76%</td>
</tr>
<tr>
<td>Current Storage Mexico</td>
<td>482,000</td>
<td>TCM</td>
<td>390,762 Acre-Feet</td>
<td>15.44%</td>
</tr>
<tr>
<td>Current Storage - Amistad - Falcon System</td>
<td>2,773,000</td>
<td>TCM</td>
<td>2,248,099 Acre-Feet</td>
<td></td>
</tr>
<tr>
<td>Percent of Storage Capacity</td>
<td>37.96%</td>
<td></td>
<td></td>
<td>37.96%</td>
</tr>
</tbody>
</table>
ITEM #5. B.

HEALTH

&

HUMAN SERVICES
Item #5: Department Reports

B. Health & Human Services

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

1. Consideration and ACTION to Approve Additional Direct Purchase Service Contractors

Following a second round of competitive bid procedures, staff submits for consideration four (4) additional applicants for the Direct Purchase Service Contractor Pool for Fiscal Year 2020.

Services under these contractors include medication assistance, medical supplies and equipment, homemaker services, caregiver respite care, and medical transportation.

These contractors are utilized by case managers for purchasing services for their clients. The names of the contractors are:

- Mia Transportation – Medical Transportation for a cost of $25.00 per one-way trip in Hidalgo County and $35.00 for Cameron County
- Med-Care Transportation – Medical Transportation for a cost of $25.00 per one-way trip
- Protonic Home Health – Homemaker and Respite Care for a cost of $12.05 per unit of service
- Pete’s Pharmacy #2 and #3 – Medications and Medical Supplies – variable rate depending on cost of item
Item #5: Department Reports

B. Health & Human Services

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

• Medicare Open Enrollment

October 15 was the start of the Annual Medicare Part D open enrollment. This is the time of year that Medicare beneficiaries have the opportunity to search for Medicare Part D options that best meet their needs. The Area Agency on Aging Benefits Counselors are available to help guide senior citizens to make appropriate choices. The enrollment period ends on December 7. Benefits Counselors can also provide assistance regarding Medicare Advantage Plans.
ITEM #5. C.

PUBLIC SAFETY
Item #5: Department Reports

C. Public Safety

Program Action Item

1. Consideration and ACTION to Approve Revisions to the following Criminal Justice Advisory Committee Documents:

   - Regional Criminal Justice Strategic Plan
     The review and revisions to the Strategic Plan are required by the Interlocal Cooperation Agreement entered with the Public Safety Office within the Office of the Governor. A copy of the Strategic Plan with revisions noted in red is attached for review.

   - Policy Manual
     The review and revisions to the Policy Manual are required by the Interlocal Cooperation Agreement entered with the Public Safety Office within the Office of the Governor. A copy of the Policy Manual with revisions noted in blue is attached for review.

   - Committee Bylaws
     The review and revisions to the CJAC Bylaws are required by the Interlocal Cooperation Agreement entered with the Public Safety Office within the Office of the Governor. A copy of the bylaws with revisions noted in red is attached for review.

   - Application Score Sheet
     Review and revisions to the application score sheet are required by the Interlocal Cooperation Agreement entered with the Public Safety Office within the Office of the Governor. A copy of the Application Score sheet with revisions noted in red is attached for review.
# Table of Contents

**Executive Summary** ........................................................................................................... 2

**Regional Priorities** ........................................................................................................... 3

**Regional Gaps Identified** ................................................................................................. 4

**Regional Goals & Objectives Identified** ......................................................................... 6

**Regional Partnerships** .................................................................................................... 9

**Future Steps & Implementation** ..................................................................................... 11

(https://www.lrgvdc.org)
LRGVDC Regional Criminal Justice Strategic Plan

Executive Summary

Mission

To address the region’s changing and diverse needs in the criminal justice area as well the enhancement and sustainment of programs that currently target the region’s criminal justice’s needs.

Vision

To have effective criminal justice programs and services in the region, therefore, making the area resilient to the ever changing problems affecting the communities due to local and national trends.

Introduction

The Lower Rio Grande Valley Development Council (LRGVDC) represents the counties of Cameron, Hidalgo, and Willacy. Together, these three counties cover 3,644 square miles, and have a total population of 1.2 million residents as per the 2010 U.S. Census. The 1.2 million does not take into account the influx of Winter Texans that visit the region each year as well as the thousands of undocumented people who cross via the U.S.-Mexico border and reside in the area illegally without documentation. Both of these groups are also vulnerable to many of the issues identified in this plan.

Planning Process

The LRGVDC Regional Criminal Justice Strategic Plan emerged in 2014 from the existing community plans of Cameron County, Hidalgo County, Willacy County and the 5 year LRGVDC Regional Strategic Plan. This regional strategic plan overall process included meetings in each of the counties. In the winter of 2014, another meeting was held in each of the counties to improve the current regional criminal justice plan. The participants consisted of local entities from all three counties who provided their subject matter knowledge and experiences.
Among those contributing to the process were: elected officials, law enforcement personnel, victim services program staff, community-based partners, and other local agencies.

The regional criminal justice strategic plan continues to be a work in progress. Plans are currently underway to form a regional strategic planning committee; the committee and the LRGVDC will work together to continue improving the process of updating the region’s criminal justice strategic plan.

Guiding Principles

- Relationship building among agencies fostering regional collaboration.
- Flexibility of a living, breathing document that is responsive to emerging trends, new ideas, and opportunities.

Local Priorities

The Regional Criminal Justice Strategic Plan for Cameron, Hidalgo, and Willacy Counties lists several high-priority issues in the region to be addressed with the Office of the Governor’s Criminal Justice Division funding. In no particular order, based upon the planning process, the gaps listed within this strategic plan were identified to be most common to the region in two or more of the counties:

Drug and Human Trafficking Related Crime

Trafficking and Immigration Related Crime

Violent Crime

Juvenile Crime

Crime and Drug Prevention

Technology/Public Safety Equipment

Mental Health

Participants in each county composed, with details relevant to their county and community, a plan to address the high priorities identified in their county. The plan
recognized the needs, the available resource providers, the coordination of those resource providers, and the goals and strategies available to address the identified priorities. The participants also pinpointed the gaps in services within the community, determined what is needed to overcome those gaps, and looked at program measures for the priorities established.

Gaps Identified in the Region

The former community plans of Cameron, Hidalgo, and Willacy were initially used to identify gaps for the region. Yearly meetings with community members in each of the counties as well as previously criminal justice local grant applications were also referenced as additional resources for identifying gaps.

- **Drug Related Crime**
  
  Gaps Identified:
  1. Lack of financial support for multi-agency drug enforcement task forces.
  2. Lack of police/law enforcement equipment to sustain and enhance operations.
  3. Lack of in/out patient alcohol and substance abuse programs.

- ** Trafficking and Immigration Related Crime**

  Gaps Identified:
  1. Lack of detention and processing facilities for undocumented immigrants.
  2. Identifying funding and emergency applications provisions for trafficking and immigration related crime.
  3. Lack of medical and mental health care.

- ** Violent Crime**

  Gaps Identified:
  1. Need for direct and referral services, including treatment, to victims of crime.
  2. Lack of housing programs for victims of family violence.
  3. Lack of public information and education programs that address violent crime.
• **Juvenile Crime**

Gaps Identified:
1. Lack of adequate staff to address the juvenile population, i.e. counseling, residential services, etc.
2. Lack of community outreach programs to target youth.
3. Lack of programs to address life and parenting skills to youth and their families.

• **Crime and Drug Prevention**

Gaps Identified:
1. Lack of funding to operate crime watch and crime stoppers programs.
2. Lack of anti-drug use information and education programs that address domestic violence; sexual assault; human/sex trafficking; bullying; elder abuse; underage drug abuse, drinking; substance abuse; cybercrime.
3. Need for crisis management training for school personnel.

• **Technology/Public Safety Improvement**

Gaps Identified:
1. Lack of hardware and software to automate criminal justice records and link separate local law enforcement computer systems.
2. Lack of adequate personnel to operate criminal justice information systems.
3. Lack of implantation of automated mug shot, criminal imaging, and fingerprint scanning systems in local jails.
4. Lack of a centralized clearinghouse for data collection and program evaluation.
4.5. Lack of adequate public safety measures in the schools, i.e. including training, personnel, and protected systems.

• **Mental Health**

Gaps Identified:
1. Limited services related to mental health and mental disabilities.
2. Limited community awareness and prevention education services.
3. Limited equipment and technology to address mental health issues.
Goals Identified for the Region

The Criminal Justice Advisory Committee and the CJAC subcommittee helps Meetings were held in Cameron, Hidalgo, and Willacy to help identify goals for the each county region. After looking at the goals for each county, six seven common goals were factored identified out for the region.

Goal 1. To support agencies that address drug related crimes in the communities of the region.

Objectives:
1. To build the capacity of multi-agency drug enforcement task forces.
2. To advocate for public awareness of drug related issues in the community, especially in the rural areas.
3. To build the capacity of local school districts to address law enforcement and social service issues.
4. To advocate for prevention and intervention programs that deter drug-related crimes.
5. To build the capacity of local law enforcement and juvenile agencies that address drug interdiction and identification.

Goal 2. To build the local agencies’ capacity to assist victims of violent crime.

Objectives:
1. To support programs that provide direct and/or referral services, including treatment to victims of violent crime (i.e. child abuse, domestic violence, sexual assault).
2. To support programs that provide housing and employment opportunities for victims of violent crime.
3. To advocate for effective outreach education, prevention, and intervention programs to service communities in the region.
4. To strengthen the working relationship between law enforcement, assistance centers, and other agencies that provide services to victims of violent crime.
5. To advocate for the hiring of additional law enforcement victim liaisons to help meet the need to assist victims of violent crime.
Goal 3: To build the capacity of local agencies to address juvenile crime.

Objectives:
1. To support the hiring of criminal justice personnel and juvenile mental health professionals, juvenile law enforcement officers, juvenile probation officers, juvenile correction and warrant officers, juvenile prosecutors, attendance personnel officers and support staff.
2. To support quantifiable research base programs, teen parenting skills programs for families and youth.
3. To advocate for the development of community based rehabilitation programs and post residential services, juvenile residential service centers, diversion, treatment, and rehabilitate programs.
4. To advocate for family strengthening programs, parental involvement programs.
5. To provide effective training for school personnel to identify and address juvenile issues.

Goal 4: To build the capacity of local agencies to address crime and drug prevention.

Objectives:
1. To initiate and/or enhance support neighborhood watch programs and other community policing programs.
2. To advocate for public information and education programs on alcohol and substance abuse.
3. To advocate for the establishment of public information and education programs that educate the community about domestic violence, sexual assault prevention, substance abuse, and cybercrime.
4. To support school programs that help deter crime and drug use.
5. To provide training for law enforcement and other agencies that address issues as a result of crime and drug use.

Goal 5: To build the capacity of law enforcement agencies by providing them with equipment to address technology and public safety issues.

Objectives:
1. To support new/current databases to link local enforcement agencies.
2. To advocate for more automated systems that include criminal imaging, mug shots, fingerprinting scanning, and long-term evidence retention equipment.
3. To advocate for intelligent intelligence gathering hardware and software for law enforcement agencies.
4. To advocate for training regarding information sharing among law enforcement agencies.
5. To support radio interoperability amongst law enforcement agencies in the region.

Goal 6: To enhance the capacity of mental health programs.

Objectives:
1. To increase mental health programs for indigent and low income populations.
2. To advocate for mentoring, guidance, counseling, and character development programs targeted toward the persons in need-youth.
3. To support additional training resources for professionals in the mental health field as well as law enforcement who work with individuals with mental health challenges.
4. To provide educational awareness in prevention, intervention, and treatment of mental health to the public.
5. Advocate for mental health services in the rural communities.

Goal 7: To build the capacity of local agencies to address trafficking and immigrations related issues.

Objectives:
1. Identify resources and funding during crisis situations.
2. Support a comprehensive report when addressing trafficking amongst local agencies.
3. Support training opportunities for programs/agencies that address trafficking and immigrations issues.
4. Address the need for multipurpose facilities during temporary surges in the region.
STRATEGIC PLANNING WORK GROUP PARTICIPANTS
<table>
<thead>
<tr>
<th>Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>LRGVDC Criminal Justice Department</td>
</tr>
<tr>
<td>LRGVDC Criminal Justice Advisory Committee</td>
</tr>
<tr>
<td>Cameron County Juvenile Justice Dept.</td>
</tr>
<tr>
<td>Boys &amp; Girls Club of Harlingen</td>
</tr>
<tr>
<td>Cameron County Office of Emergency Management</td>
</tr>
<tr>
<td>Santa Rosa ISD Police Department</td>
</tr>
<tr>
<td>Rio Hondo Police Department</td>
</tr>
<tr>
<td>Los Fresnos Police Department</td>
</tr>
<tr>
<td>Raymondville Police Department</td>
</tr>
<tr>
<td>Willacy County Probation Office</td>
</tr>
<tr>
<td>Raymondville ISD</td>
</tr>
<tr>
<td>Willacy County D.A.’s Office</td>
</tr>
<tr>
<td>Family Crisis Center</td>
</tr>
<tr>
<td>Family Crisis Center, Inc.</td>
</tr>
<tr>
<td>RGV Empowerment Zone</td>
</tr>
<tr>
<td>Cameron County D.A.’s Office-Domestic Unit</td>
</tr>
<tr>
<td>Cameron County D.A.’s Office</td>
</tr>
<tr>
<td>Friendship of Women</td>
</tr>
<tr>
<td>Family Crisis Center</td>
</tr>
<tr>
<td>City of Rio Hondo</td>
</tr>
<tr>
<td>Cameron County Children’s Advocacy Center</td>
</tr>
<tr>
<td>San Benito Police Department</td>
</tr>
<tr>
<td>South Padre Island Police Department</td>
</tr>
<tr>
<td>Harlingen Police Department</td>
</tr>
<tr>
<td>Santa Rosa Police Department</td>
</tr>
<tr>
<td>TSTC</td>
</tr>
<tr>
<td>Cameron County Juvenile Justice Department</td>
</tr>
<tr>
<td>Hidalgo County Office of Emergency Management</td>
</tr>
<tr>
<td>City of San Juan</td>
</tr>
<tr>
<td>Cameron County D.A.’s Office</td>
</tr>
<tr>
<td>City of Alamo</td>
</tr>
<tr>
<td>Alton Police Department</td>
</tr>
<tr>
<td>City of Donna</td>
</tr>
<tr>
<td>Elsa Police Department</td>
</tr>
<tr>
<td>Hidalgo County Sheriff’s Office</td>
</tr>
<tr>
<td>Edinburg C.I.S.D. Police Department</td>
</tr>
<tr>
<td>Entity</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Edcouch Police Department</td>
</tr>
<tr>
<td>Hidalgo County Adult Probation</td>
</tr>
<tr>
<td>City of Penitas</td>
</tr>
<tr>
<td>City of Weslaco</td>
</tr>
<tr>
<td>City of Pharr</td>
</tr>
<tr>
<td>Sullivan City Police Department</td>
</tr>
<tr>
<td>Alamo Police Department</td>
</tr>
<tr>
<td>City of Edcouch</td>
</tr>
<tr>
<td>Alton Police Department</td>
</tr>
<tr>
<td>San Juan Police Department</td>
</tr>
<tr>
<td>City of Penitas</td>
</tr>
<tr>
<td>206th Court</td>
</tr>
<tr>
<td>City of Pharr Police Department</td>
</tr>
<tr>
<td>Texas Rio Grande Legal Aid</td>
</tr>
<tr>
<td>City of Mission Police Department</td>
</tr>
<tr>
<td>Edinburg C.I.S.D. Police Department</td>
</tr>
<tr>
<td>Mercedes Police Department</td>
</tr>
<tr>
<td>La Joya I.S.D.</td>
</tr>
<tr>
<td>Women Together</td>
</tr>
</tbody>
</table>
Future Steps and Implementation

The Lower Rio Grande Valley Development Council (LRGVDC), the Criminal Justice Advisory Committee, and the CJAC subcommittee helps Criminal Justice Regional Planning Team works in conjunction with other planning groups in the region to ensure a regular exchange of ideas and best practices. Individuals active in the planning process generally serve on many of these committees and share mutual concerns.

The Planning Team strives to meet periodically throughout the year to review the regions needs and make necessary additions, deletions, or modifications to the LRGVDC Regional Criminal Justice Strategic Plan. At least one formal meeting in each county with the entire group will be held but agency and community representatives will typically submit suggestions and changes via telephone and e-mail throughout the year to the Planning Coordinator.

Drafts and annual updates of the Regional Criminal Justice Strategic Plan are circulated by e-mail with requests for comments, changes, etc. Wherever possible, e-mail is used to reduce the need for meetings, printing, postage, etc.

It is the intent of the Planning Team to improve the outcomes for families struggling with problems described in the Plan and provide the vital services that they requires. Efforts are being made by many local agencies and organizations to address problems with local funds. However, considering that the needs in services are much greater than anticipated, multiple state and federal funding sources are being considered as well. To the extent that these funds are available, the Regional Planning Team will continue to encourage agencies to provide programming that addresses the outlined focus areas.
Attachment B
Table of Contents

Criminal Justice Division and application process ................................................. 1

Funding Sources ...................................................................................................... 2
  - General Victim Assistance Programs
  - Violent Crimes Against Women Programs
  - Criminal Justice Programs
  - General Juvenile Justice and Delinquency Prevention Programs

Policies Authority .................................................................................................. 3

Rules and Policies (Application Review Procedures) .............................................. 5

Priority Meetings .................................................................................................. 6

Mandatory Grant Workshops and Strategic Planning .......................................... 8

Funding Recommendation Policy .......................................................................... 9

Conflict of Interest Statement ............................................................................... 10

Local Appeals Process ........................................................................................ 11

COG Responsibilities and Standard Operating Procedures ............................... 12
Criminal Justice Division and the LRGVDC

“…a relationship between two agencies for the betterment of a State’s communities.”

The Office of the Governor's Criminal Justice Division (CJD) is the entity responsible for administering and awarding a number of grant programs across the State of Texas. The Lower Rio Grande Valley Development Council (LRGVDC) is the liaison between CJD and regional local communities and agencies. Projects can be for local, regional, or statewide services and activities.

**CJD has the final decision** to any program including those administered by the Council of Governments (COG).

**CJD Application Process**

CJD strongly encourages programs designed to serve juvenile populations to address one of the eight priorities developed by the Governor’s Juvenile Justice Advisory Board: 1.) Family Stability. 2.) Substance Abuse Early Intervention and Prevention. 3.) Education. 4.) Disproportionate Minority Contact (DMC). 5.) Justice System Impact. 6.) Gang Prevention. 7.) Rural Access. 8.) Training. All programs serving juveniles must describe how they address the problem of Disproportionate Minority Contact in the juvenile justice system.
Funding Sources

The Criminal Justice Division has designated the Lower Rio Grande Valley Development Council’s CJAC committee to prioritize the four (4) funding sources listed below.

General Victim Assistance – Direct Services Programs
Minimum grant award - $5,000.
Required Match: Grantees, other than Native American Tribes, may be required to provide matching funds of at least twenty percent (20%) of total project expenditures. Native American Tribes may be required to provide a five percent (5%) match. This requirement may be met through either cash or in-kind contributions or a combination of both.

Violent Crimes Against Women Criminal Justice and Training Projects - (Domestic Violence, Sexual Assault, Dating Violence, and Stalking)
Minimum grant award - $5,000.
Required Match: Grantees, other than Native American tribes and non-profit, non-governmental victim service providers, must provide matching funds of at least twenty-nine percent (29%) of total project expenditures. This requirement may be met through either cash or in-kind contributions or a combination of both.

Criminal Justice Programs
Minimum grant award- $10,000
Maximum award- None
Match requirement- None

General Juvenile Justice and Delinquency Prevention Programs
Minimum grant award - $5,000
Maximum award – None
Matching requirement – None

Local Funding Source Descriptions

General Juvenile Justice and Delinquency Prevention Programs
Eligible programs are prevention, diversion, intervention, and training projects related to juvenile justice or prevention activities for youths. Other Programs include law enforcement education partnerships, school resource officers, after school projects, comprehensive neighborhood drug and violence prevention projects, training projects, or any projects providing services not normally provided by the school. Also, programs applying to improve the juvenile justice system, reduce future crime and develop effective education, training, research, prevention, diversion, treatment, mental health, and rehabilitation programs in the area of juvenile delinquency.
Criminal Justice Programs
These programs target crimes committed by adults or juveniles ranging from crime prevention, special law enforcement units, special prosecution units and/or special courts that dispose of cases involving violent and drug-related crimes. These programs will enhance information sharing among criminal justice agencies and provide advanced technology for law enforcement; prevention, diversion, and service delivery for juvenile programs. They will also provide regional delivery of services to crime victims, regional training for law enforcement personnel and statewide projects. Entities applying to operate programs geared towards reducing crime and improving the criminal justice system.

Violent Crimes Against Women Criminal Justice and Training Projects
These include projects that can aid in the training of law enforcement officers, prosecution; direct service activities for women; and courts for cases of violence against women. Another portion is set aside for discretionary funding purposes. The training of law enforcement officers and prosecutors shall serve to effectively identify and respond to violence against women including sexual assault, domestic violence, and stalking/harassment. Direct service projects must address an un-served, under served and special population women in need of services. The services include crisis intervention, accompaniment, advocacy and support, safety planning and risk assessment, legal advocacy, information and referral, and public awareness and education. They also include programs applying to operate either training projects or projects within the criminal justice system (i.e. law enforcement, prosecution, or courts) focused on violent crimes against women including: domestic violence, sexual assault, dating violence.

General Victim Assistance
Provide assistance and services directly to victims of crime. Eligible projects include services to victims of assault, spousal abuse, child abuse, stalking, bias or hate crimes, abuse of the elderly, other forms of physical assault, survivors of victims of homicide, and families of kidnapped children. Programs applying will provide services directly to victims of violent crime in an effort to promote restoration to physical, mental, and emotional health.

Policies Authority
The following policies and procedures are established for the purpose of defining the rules and regulations that will govern the Lower Rio Grande Valley Development Council (LRGVDC) Criminal Justice Advisory Committee (CJAC) application review and prioritization process for designated funding streams controlled by the Criminal Justice Division (CJD) of the Governor’s Office. In addition, these policies and procedures govern the operation of LRGVDC’s Criminal Justice Planning as outlined in the Interagency Cooperation Agreement between the CJD and LRGVDC as it relates to LRGVDC’s Criminal Justice Advisory Committee (CJAC).
Criminal Justice Advisory Committee

A. The CJAC is a volunteer committee comprised of a multidisciplinary representation of members from the region per the requirements of the Governor’s Office, CJD. These discipline areas include citizens or parents, substance abuse prevention, education, juvenile justice, law enforcement, mental health, nonprofit organizations, prosecution/courts, and victim services. CJAC members are appointed by LRGVDC’s Executive Committee.

CJAC membership will consist of representatives from:

- law enforcement
- juvenile justice
- substance abuse prevention
- prosecution/courts
- education
- mental health
- victim services
- nonprofit organization
- citizens or parents

B. The primary responsibility of the CJAC is to review criminal justice grant applications from throughout the region, listen to grant application presentations, and provide funding recommendations based on a standardized scoring instrument, as well as information contained in the community plans relating to community-identified priority areas.

No Single Group/Discipline May Constitute More Than 1/3 of the CJAC.

The ideal tri-county representation which the CJAC will strive for is:
- 39% Cameron
- 39% Hidalgo
- 14% Willacy
- 7% Regional
Rules and Policies

APPLICATION REVIEW PROCEDURES
The COG shall ensure that the funding recommendations on applications are based upon the COG’s priorities, participation in the LRGVDC’s Strategic Plan, applicant eligibility, reasonableness, cost effectiveness of the proposed project, and current policies. Upon notification from CJD, the COG’s Criminal Justice Program Administrator will notify local eligible applicants that the new grant cycle has begun. Staff will also disseminate information regarding CJD application deadlines. All applicants regardless of funding status must meet ALL the necessary requirements, no exceptions. **Failure by any new or continuation grantee to follow the outlined process below will result in points being deducted from the scoring instrument.**

The Application and selection procedures will consist of the following steps:

**Regional Strategic Plan facilitated by the LRGVDC**
All eligible applications must address priorities outlined in the Criminal Justice Section of the Regional Strategic Plan. Applicants can obtain a copy of the most current plan on the LRGVDC’s website [www.lrgvdc.org](http://www.lrgvdc.org).

**Application(s)**
The COG will notify current grantees and other requestors of the availability of CJD grant applications. All applications shall be submitted to CJD’s online grant management system [egrants.gov.texas.gov](https://egrants.gov.texas.gov).

All submission deadlines shall be set by the Office of the Governor’s Criminal Justice Division. To obtain CJD’s deadline schedule please check their website at [https://egrants.gov.texas.gov/fundopp.aspx](https://egrants.gov.texas.gov/fundopp.aspx)

**Ineligible Applications**
**Duplicate applications** submitted for more than one COG administered funding source will not only be considered under one funding source.
**Priority Meetings**
A representative from each applicant organization shall attend the prioritization meeting. A representative of the applicant agency/organization will be allowed a three (3) minute presentation of the application and shall have the opportunity to answer any questions relevant to the project posed by the CJAC members.

**Vendor Hold and Special Conditions for Current Grantees**
Prior to the scoring of grant applications by the CJAC, the COG will contact applicants that are current grantees that are delinquent in submitting progress and financial reports. The COG will provide the CJAC with a list of grantees that were contacted and remain delinquent in submitting both progress and financial reports. Points will be deducted from a grant application for current grantees that are on vendor hold at the time CJAC scores the application, and incorporate the point deduction into the final score for each effected application. Each application receiving a reduced score based on the vendor hold will be noted on the final prioritization list submitted to CJD. A grant application may be disqualified by CJD from the grant application process if an applicant is shown on CJD’s vendor hold list at the time the application is scored by the CJAC.

A. An applicant that has been placed on Vendor Hold for the current grant year will receive a point deduction on their application for funding for a subsequent year of their project through the LRGVDC CJAC application review process.

B. An applicant that has a current grant and has been placed on Vendor Hold for the previous plan year and again for the current plan year is ineligible to participate in the LRGVDC CJAC application review process for ONE calendar year after their current grant has ended.

**Criminal Justice Advisory Committee Prioritization**
CJAC will hold a prioritization meeting(s) to score and prioritize applications. All applications must be represented at the CJAC priority meeting. Representatives can be one of the three grant designated officials (i.e. Authorized Official, Project Director and Financial Officer), or any other knowledgeable agency / entity designee. Applicants will be provided with an opportunity to make a three minute presentation before the CJAC and answer any questions regarding their proposals. Once all questions and comments are answered, the CJAC will proceed to score each project individually.

The local CJAC will make funding recommendations. CJD is the sole agency responsible for determining the amount of money available for projects in the region. Once CJD makes a funding decision, they will notify grantee and COGs simultaneously.
A standard scoring instrument for each funding source, mandated by the CJD, will be provided for each CJAC member. During the grant priority process alternates cannot have voting privileges unless the alternate was present during the entire grant category that is being presented.

The scoring instrument will be reviewed annually by the CJAC and be updated as needed, used will rate:

(Rating factors will be based on the final release of the scoring instrument for each funding source by CJD. Release is pending.)

Only COG staff will compute scores. CJAC members shall be asked to remain until the end of the scoring procedure. COG staff will prepare a priority list for LRGVDC Board of Directors and CJD’s approval based on these scores.

The COG will electronically submit a list to CJD with the following information:
(1.) The funding opportunities scored and voted on during the CJAC meeting.
(2.) A complete list of the CJAC members and the group/discipline that each member represents.
(3.) A complete list of CJAC members attendance that abstained and voted during the prioritization process for each program area (i.e. General Victim Assistance, Violent Crimes Against Women Criminal Justice and Training Projects, Criminal Justice Programs, and General Juvenile Justice and Delinquency Prevention Programs.

Ten Regular Business Working Days for Appeals of CJAC Actions
COG staff will send a copy of the CJAC recommended priority list to applicants through email. Any applicant may appeal the actions of the CJAC based on procedural violation(s). The appeal must be submitted in writing to the LRGVDC Board of Directors Chairman within ten regular business working days from the date of the CJAC priority meeting. Please note that appeals cannot be based on areas of discretion in the CJAC scoring criteria.

Recommendations Forwarded to Board of Directors
A priority list will be forwarded to the next LRGVDC Board of Directors Meeting. The LRGVDC Board of Directors regularly meets every fourth Wednesday of the month with exceptions in November and December. Applicants will have received notification of the next LRGVDC Board of Directors Meeting with the notice of the CJAC Priority Meeting. Representatives are encouraged to be present at the LRGVDC Board of Director’s meeting for any questions or comments from the Board. The LRGVDC Board of Directors will take final action on the funding source’s priority lists before forwarding all materials to the Governor’s Office.
**Final Review by CJD**
A priority list of applications recommended for funding by the local Council of Governments will be forwarded to the Office of the Governor's Criminal Justice Division. If corrections are deemed necessary, CJD will forward Preliminary Review Reports directly to the grantee. Grantees will be expected to submit the corrections to CJD and a copy to the COG. CJD staff will make funding recommendations to the Governor's Office for issuance of a Statement of Grant Award. All funding decisions made by the Criminal Justice Division’s Executive Director are final. **No appeals will be accepted by the Criminal Justice Division regarding their funding decisions.**

**Tie Breaking Procedure**
The highest and lowest score will be removed and recalculated to obtain the new aggregated score and will not affect the overall rankings of all the other applicants.

**MANDATORY GRANT WORKSHOPS**
All applicants are required to attend at least one Grant Workshop sponsored by the LRGVDC Criminal Justice staff prior to submitting an application to be eligible for funding.

COG staff will electronically submit workshop materials and strategic plan provided, a list of workshops held to include the name, organization, address and telephone number of each attendee.

Applicants must have knowledge of the criminal justice priorities in the COG’s Region and submit solicitation application(s) in accordance with the priorities identified in the strategic plan. The criminal justice needs relevant to the strategic plan include, but are not limited to, Criminal Justice System Improvements, Juvenile Justice System Improvements, Direct Victim Services, and Mental Health/Substance abuse treatment. The responsibility of attending a technical assistance mandatory grant workshop is the responsibility of the agency. Representatives must be one of the three Grant Designated Officials or any knowledgeable employee designee of the authorized official. (Authorized Official, Project Director, Financial Officer)

Applicants who fail to attend a mandatory grant workshop shall be ineligible. They will be placed in a second tier of the category and prioritized by the committee to be eligible for any excess funding that may be available.
STRATEGIC PLANNING
The regions’ strategic plan describes the following:

a. How local communities are engaged in the planning process;
b. The data used to support the plan;
c. The stakeholders participating in the planning process;
d. The gaps in resources for criminal justice needs;
e. The criminal justice priorities identified during the planning process; and
f. How the plan will be used by the CJAC during the prioritization process.

FUNDING RECOMMENDATION POLICY
The Committee will analyze the availability of funding resources from previous funding years and review priorities and goals for the tri county area. Upon the Committee’s recommendations, LRGVDC staff will seek LRGVDC Board of Director’s approval and endorsement in regard to the Committee’s recommendations. The LRGVDC Board of Directors reserves the right to endorse or disallow the Committee’s recommendations.

The Committee reserves the right to recommend an amount less than the requested amount based on the budget cost effectiveness, reasonableness or whether the proposed project costs are realistic and previous performance under all funding sources.

The Committee reserves the right to deny recommendation for funding on any application, ineligible activity or line item that is not permitted under the funding source. In the event that the Committee deems not to recommend full or partial funding of an application, LRGVDC staff will notify the Criminal Justice Division.

CRIMINAL JUSTICE PROGRAM SOLICITATION

Equipment Only Funding Requests: Applicants requesting funding only for equipment and no programmatic services, will be considered a biennium only applicant.

The Regional Police Academy’s application is not subject to the decreasing ratio rule and will be given priority above all other grants and ranked number one.

CONFLICT OF INTEREST STATEMENT
Under the conflict of interest provisions (Section 570.489 (h), which are included in the regulations governing state administration) no persons who exercise or have exercised any function or responsibilities with respect to CJD activities, or who are in a position to participate in a decision making process, or gain inside information regarding activities, may obtain a financial interest or benefit from the activity, or have interest in any contract, subcontract, or agreement or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure, or for one year thereafter. These conflict of interest provisions apply to any person who is an

FUNDING IS NOT GUARANTEED AT ANY LEVEL.
employee, agent, consultant, officer, or elected official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipient which are receiving funds.

When a potential conflict of interest exits, CJAC Members and members of the COG governing body must abstain from REVIEWING, VOTING, COMMENTING, OR TAKING ACTION ON ANY grant application during the prioritization process if the member, planner, or an individual related to the member within the third degree by consanguinity or within the, second degree by affinity:

- is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded;
- serves on any board that oversees the unit or division that would administer the grant, if awarded;
- owns or controls any interest in a business entity or other non-governmental organization that benefits, directly or indirectly, from activities with the applicant agency;
- receives any funds from the applicant agency as a result of the grant, if awarded; or
- uses or receives a substantial amount of tangible goods, services, or funds from the applicant agency.

If a member must abstain from reviewing, voting, commenting, or taking any action on any grant application, the member must also abstain from reviewing, voting, commenting, or taking any action on any competing grant applications within that funding source during the prioritization process.

LOCAL APPEALS PROCESS
An applicant applying for local funding may appeal the disposition of its application based on one or more of the following grounds:

- Misplacement of an application. (if all or a portion of an application is lost, misfiled, etc. by COG staff resulting in unequal consideration of the applicant’s proposal)
- Mathematical error. (in rating the application, the score on any selection criteria is arrived at incorrectly by the COG staff due to human or computer error)

All appeals must include the specific alleged procedural violation(s) and must be submitted in writing to the LRGVDC Board of Directors. The Board of Directors may take one of the following actions:

- Concur with the appeal and make the appropriate adjustments to the applicant’s scores.
- Disagree with the appeal and provide the basis for rejecting the appeal to the applicant.
If an applicant appeals a decision made by the CJAC, it must submit its appeal in writing to the LRGVDC Board of Directors Chairperson within 10 business days from the date of denial. The applicant will be entirely responsible to begin the appeals process within the given time frame. Appeals cannot be based on the scoring discretion of CJAC members.

An applicant must base their appeal upon a verifiable error made during the prioritization of review process and the applicant must show that the error actually caused the denial of the application (or a portion of the application). The applicant must submit written documentation supporting the appeal.

Appeals made regarding a CJAC decision will be handled by the COG only. If an applicant appeals such a decision to CJD, they will be requested to go back to their COG for resolution. The responsibility and decision to consider initially filed appeals lies solely with the LRGVDC Board of Directors. CJD does not accept or provide an appeals process.

The applicant will be entirely responsible to begin the appeals process within the given time frame. The responsibility and decision to consider initially filed appeals lies solely with the LRGVDC Board of Directors.

COG RESPONSIBILITIES AND STANDARD OPERATING PROCEDURES

A. Available upon request.
ARTICLE I - NAME
The name of the Committee shall be the Lower Rio Grande Valley Development Council (LRGVDC) Criminal Justice Advisory Committee (CJAC).

ARTICLE II - AUTHORITY
The CJAC is hereby created by the LRGVDC under the authority of the LRGVDC Bylaws. The CJAC shall furnish policy guidance to the LRGVDC Board of Directors and shall recommend programs to reduce crime and improve the Criminal Justice System throughout the region.

ARTICLE III - FUNCTIONS OF COMMITTEE
The CJAC shall carry out the following:

1. Participate and or review the LRGVDC Strategic Plan to reduce crime and improve the Regional Criminal Justice System.

2. Maintain a continuous planning program to identify criminal justice problems, determine regional needs, analyze existing Criminal Justice Systems and available resources; and establish goals and priorities.

3. Act as a catalyst in the development of new services and provide information and programs to create more realistic approach toward criminal justice issues.

4. Conduct, on a continuing basis, an evaluation of criminal justice programs to insure maximum program effectiveness.

The LRGVDC is a liaison for the Office of the Governor’s Criminal Justice Division (CJD). The CJAC is a subcommittee of the LRGVDC Board of Directors. The CJAC’s function is to prepare Regional Criminal Justice Plans. The Regional Criminal Justice Plans are a compilation of local grants that will bring the most benefit to their communities in the area of crime prevention, victim services, juvenile justice delinquency, law enforcement technology, and law enforcement training. The CJAC scores and prioritizes grant applications submitted to CJD. Recommendations are then sent to the LRGVDC Board for review and approval. Funding sources under the CJAC Committee are:

- General Victim Assistance - Direct Services Programs;
- Violent Crimes Against Women Criminal Justice and Training Projects - Domestic Violence, Sexual Assault, Dating Violence, and Stalking;
- Criminal Justice Programs; and
• General Juvenile Justice and Delinquency Prevention Programs.

**ARTICLE IV - PROCEDURES, MEMBERSHIP, AND RECORDS**

The following rules shall govern the procedures, membership, and records of the Criminal Justice Advisory Committee (CJAC).

**Parliamentary Authority**

The rules contained in the current edition of *Robert’s Rules of Order Newly Revised* shall govern the CJAC in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the CJAC may adopt.

**Officers**

The officers shall be a Chairperson, Vice Chairperson and Parliamentarian/Secretary. The election for the officers shall be conducted at a regularly scheduled CJAC meeting and approved by the LRGVDC Board of Directors biennially.

Officers will serve a two (2) year term which will begin November 1st. These officers shall constitute the CJAC Executive Committee. Cameron, Hidalgo, and Willacy Counties shall each have a representative on this committee.

In the event of the Chairperson's vacancy, the Vice Chairperson will ascend to Chairperson and the Parliamentarian/Secretary will ascend to Vice Chairperson thus creating a vacancy of Parliamentarian/Secretary who will be nominated from the corresponding county. In order to ascend officers must attend all meetings.

In the event that neither the Vice Chairperson or the Parliamentarian/Secretary accept the automatic ascension to Chairperson, nominations of CJAC members who have served for two (2) or more years on the CJAC may be submitted and voted into office by members.

**Membership**

Total CJAC membership shall be twenty-eight (28) persons appointed for a term of two (2) years by the LRGVDC Board of Directors. No single group/discipline may not constitute more than one-third (1/3) of the CJAC and must be a representative of the three (3) counties.

The CJAC membership must have a multi-disciplinary representation of members from the region. The CJAC’s membership must include individuals from the following groups/disciplines:

- citizens or parents,
- substance abuse prevention,
- education,
- juvenile justice,
- law enforcement,
• mental health,
• nonprofit organizations,
• prosecution/courts
• victim services.

The CJAC’s members’ terms will begin November 1st. Vacancies shall be filled by the Criminal Justice Advisory Committee to complete an unexpired term as a replacement from the same county, not to exceed the (1/3) membership rule. All persons nominated by the CJAC shall be submitted for approval to the LRGVDC Board of Directors. LRGVDC staff shall offer an annual CJAC training for members, new members and assigned alternate/proxy. An Ex-Officio Liaison will be appointed by the LRGVDC Board of Directors as a liaison to the CJAC with no voting powers. A signed Biennium Commitment Statement will be included as a requirement of all CJAC members before they can participate in any official proceedings. This acknowledgement will be signed biennially by all CJAC members and will explain the Two (2) Consecutive Absences rule.

Professional Conduct
CJAC members should maintain objectivity and professionalism when carrying out business of the CJAC. In the event a CJAC member acts in a manner which is not objective or professional, it shall be the responsibility of the LRGVDC Board of Directors to address the incident with the appointing member of the LRGVDC Board of Directors.

Vacancy
A vacancy occurs when:
1. A member’s term expires and the member is not reappointed;
2. A member resigns (resignations shall be in writing to the LRGVDC staff and the CJAC Chairperson);
3. A member may be removed upon recommendation of three-fourths (¾) of the CJAC’s quorum;
4. A member no longer meets the discipline requirements as listed under membership or attendance; or
5. A member dies.

Alternates
1) CJAC Member shall name up to two alternates at the time they sign the Biennium Commitment Statement.
2) Alternates shall, insofar as possible, represent the same functional discipline as primary Criminal Justice Advisory Committee members subject to applicable regulations and guidelines outlined in Article III (Memberships) of these bylaws.
3) Only primary Criminal Justice Advisory Committee members or their designated alternates shall have voting privileges during any committee meeting.
4) Prior to any scheduled CJAC meetings the primary member must provide training to their alternate(s).
5) During the grant priority process alternates cannot have voting privileges unless the alternate(s) was present during the grant category that is being presented.

Voting
1) Each member of the CJAC or his/her alternate shall have one (1) vote.
2) Each member or his/her alternate must be present to cast a vote.
3) The Member or Alternate who is present at rollcall shall be the only one authorized to vote on any action items for that meeting.
4) For the prioritization meeting(s), the Member or Alternate who is present at rollcall shall be the only one authorized to vote on any action items for that category.

Officers Duties
a. The Chairperson shall preside at all CJAC meetings.

b. In the absence of the Chairperson the Vice Chairperson shall assume the duties of the Chairperson or in the event of the Chairperson inability or refusal to act, shall have the powers of, and shall perform the duties of the Chairperson.

c. In the absence of both Chairperson and Vice Chairperson the Parliamentarian/Secretary shall assume the duties of the Chairperson. The Parliamentarian/Secretary shall keep, or cause to be kept, minutes of the meetings and the records of the CJAC; attest the signatures of the CJAC officers; certify orders or matters of the minutes of meetings; and see that notices are duly given in accordance with the provisions of these bylaws or required by law.

Quorum for Business
The quorum for transaction of any business shall be fifty-one percent (51%) of the voting membership present.

Attendance
Consecutive Absence Rule. Members who fail to attend two (2) consecutive meetings shall be subject to removal from the CJAC. After the first absence, the LRGVDC staff will notify the CJAC member to advise him/her of the two (2) Consecutive Absence Rule. On the second consecutive absence, the member will be notified by regular and electronic mail to inform him/her of the attendance provision. After the second consecutive absence, a member will be subject to removal, and a letter, signed by the LRGVDC Executive Director will be sent to the member informing him/her of their possible removal. The member will be allowed to appeal to the membership subcommittee their removal from the CJAC. The membership subcommittee will make a recommendation on the appeal to the CJAC at the next scheduled meeting. Throughout the entire process, the LRGVDC staff will keep the LRGVDC Board of Directors informed by providing updates on the Criminal Justice
Division Status Reports.

An absence from any subcommittee meeting is exempt from the Consecutive Meeting Absence rule.

**Meetings**

Regular meetings will be held to review and modify the bylaws, policy manual and membership for a new grant cycle, for a training session regarding scoring procedures prior to new grant cycle, and to prioritize grant applications set forth upon receipt of the CJD’s grant application schedule. Special meetings will be called to orient new members about the function of the CJAC and to address other business that the CJAC deems necessary. The Chairperson shall announce the meeting and provide written notice of the date, hour, place and subject of the meeting via the LRGVDC staff. This notice will be submitted electronically and at least (72) hours in advance of the meeting date. This notice shall be submitted at least (72) hours in advance of the meeting date, in compliance with the Texas Open Meetings Act. When specifically authorized by a majority of the CJAC members, the CJAC may conduct business via conference call and/or electronic transmissions, with any actions taken by the CJAC being placed on the next regularly scheduled meeting for ratification by the board.

**Minutes**

Minutes of all meetings shall be kept by the staff of the LRGVDC Criminal Justice Department.

**Temporary Subcommittees**

The Chairperson of the CJAC shall be responsible for the designation of the membership of any standing and temporary subcommittees as may be required from time to time. Standing subcommittees shall be created to improve the quality of service provided by the CJAC.

The subcommittees are comprised of the following categories:

- **Membership Subcommittee** which will be assigned with:
  1) Reviewing and recommending new appointments to the CJAC;
  2) Review and recommend nominees to the Executive Board; and
  3) If a member appeals their removal from the CJAC based on the consecutive absence rule, the committee will consider the appeal and make the recommendation to the CJAC board.

- **Bylaws Subcommittee** which will be assigned with reviewing and recommending any revisions of the bylaws on an annual basis.

- **Policies and Procedures Subcommittee** which will be assigned with reviewing and recommending any revisions the policies and procedures on an annual basis.
ARTICLE V - ADOPTION AND AMENDMENT OF THESE BY-LAWS

The following rules shall govern the procedures for the adoption and amendments of the bylaws contained herein.

Adoption of Amendments

These bylaws may be adopted by the Board of Directors of the LRGVDC. An Amendment to these procedures may be proposed by a majority vote of the CJAC present and voting. A proposed amendment passed by the CJAC shall be submitted for approval to the LRGVDC Board of Directors one week prior to a regular monthly meeting of the LRGVDC Board of Directors.

Disclosure: Bylaws implemented at the local level can only be superseded by the State of Texas, Criminal Justice Division guidelines.
# LRGVDC Criminal Justice Advisory Committee
## FY 2020-2021 Application Score Sheet

<table>
<thead>
<tr>
<th>Funding Source:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant:</td>
<td></td>
</tr>
<tr>
<td>Project Title:</td>
<td></td>
</tr>
<tr>
<td>Application #:</td>
<td></td>
</tr>
<tr>
<td>Amount Request:</td>
<td>Total Score:</td>
</tr>
</tbody>
</table>

### CJAC Priority Identification (up to 20 points)
How well does the project address a priority identified in the LRGVDC Criminal Justice Strategic Plan? (Drug Related Crime, Violent Crime, Juvenile Crime, Crime & Drug Prevention, Technology/Public Safety Improvement, Mental Health)

### Problem Statement (up to 10 points)
The problem to be solved is documented and real; it is tied to appropriate target group. How well does the project’s approach and activities address the problem?

### Target Group (up to 5 points)
The application identifies the geographic area targeted, the target audience, and the relevant characteristics of those persons to be directly served.

### Project Approach and Activities
The approach to be used is sound and clearly addresses the problem.

### Goal Impact Statement (up to 5 points)
A clear, precise statement detailing the impact the project will have on the problem area.

### Project Activities (up to 15 points)
Program Type: This designates the program type that best describes the primary purpose of the project. Activity Description: This describes the activities or services the project provides to include support of goal statement and are consistent with the selections made in the fund specific criteria section.

### Collaboration (up to 5 points)
Applying agency exemplifies coordinated collaborative initiative with other organizations, agencies and/or service providers.

### Sustainability Plan (up to 5 points)
Applying agency has provided a sustainability plan that considers budget, personnel and other factors that would allow their agency to continue services.

### History (up to 5 points)
This category includes funding history, PRR’s late reports, vendor hold, results of monitoring findings, and information regarding the agency’s performance for currently funded projects.

LRGVDC Criminal Justice Advisory Committee (continued)

Data Management (up to 10-15 points)
The organization has a clear plan to generate, collect, and assess output and outcome measure to support evaluation of results.

- Performance Measures – Shows the standard performance measures as identified by the activities section in the application. This should identify current and target level data for each required measure.
- Output Measures – Shows the level of activity of a project. They reflect the amount of services being provided (e.g. number of people served, number of classes held).
- Outcome Measures – Shows the impact of a project in targeted areas and reflect the extent to which the goals of the project have been achieved (e.g. percentage of program graduates).
- Current Annual Activity – Current statistics should be cited for performance measures. If information is not available, it should indicate N/A. A zero indicates no current activity.
- Target Levels – For each performance measure, the applicant should provide a number or measurement of accomplishment. Target levels should be realistic given the time frame for implementation and the funding requested.

Budget (up to 15 points)
- Personnel expenditures include fringe
- Contractual and professional services include a cost per service
- Travel and training includes per diem, mileage, and lodging rates, approximate number of miles to be traveled and any registration costs
- Equipment identified individually by unit and cost
- Communications and rent identified by rate per month (rent must include square footage)
- Identification of source and amount of match
- Indirect rate is less than or equal to 2% or applicant has approved cost allocation plan
- Project costs are reasonable, eligible and cost effective

Presentation (up to 5 points)
Soundness of presentation. An agency representative must be in attendance in person to make a brief presentation and answer any questions posed by the CJAC.

Mandatory Grant Workshop
Attended a LRGVDC Criminal Justice FY 2019-20 Grant Workshop.

☐ Yes
☐ No

Amount Recommended for Funding: $ 

Comments:

Printed Name of CJAC Member:

Signature of CJAC Members:

☐ Check if you’re abating Exempt
If abating Exempt, reason:

☐ Application submitted in funding same funding category
☐ Other conflict of interest
Item #5: Department Reports

C. Public Safety

Program Action Item ................................................................. Manuel Cruz, Director

2. Consideration and ACTION to Approve the Criminal Justice Advisory Committee’s Biennial (2-year) Term Appointments

The following current CJAC members have completed their 2-year term. As per CJAC bylaws, the committee recommends reappointing them for an additional 2-year term. A full list of CJAC members can be found on the attached roster. Those up for reappointment are highlighted in yellow on the roster.

<table>
<thead>
<tr>
<th>Luis Saenz</th>
<th>Gloria Ocampo</th>
<th>Christina Sprawls</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raul Garza</td>
<td>Patrick McCormick</td>
<td>Robert Dominguez</td>
</tr>
<tr>
<td>Laura Soule</td>
<td>David Longoria</td>
<td>Annette Hinojosa</td>
</tr>
<tr>
<td>Roy Valdez</td>
<td>Carla Rodriguez</td>
<td>Ricardo Rodriguez</td>
</tr>
<tr>
<td>Rosie Mendoza</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Item #5: Department Reports

C. Public Safety

Program Action Item ................................................................. Manuel Cruz, Director

3. Consideration and ACTION to Approve Nominee to Fill Vacancy on the Criminal Justice Advisory Committee

The CJAC recommends appointing Mr. Antonio Ricardo Gonzalez to fill the vacancy in the Hidalgo County – Law Enforcement Discipline. Mr. Gonzalez’ experience of 31 years of service in Law Enforcement qualifies him to serve in this capacity.
Item #5: Department Reports

C. Public Safety

9-1-1/Emergency Communications Status Report

- Location Validation Program
  Staff continues routinely issuing 9-1-1 physical addresses and addressing new subdivisions for Hidalgo and Willacy Counties.

- Database Program
  Database staff continue to update the 9-1-1 database. In October over 400 address request calls were received which resulted in 380 address tickets for 9-1-1 physical addresses.

- Mapping Program
  The Mapping team has reached a new milestone in the EGDMS project. They currently sit at 98% ALI to Road centerline match rate and have cleared all Critical Data errors. This allows the team to proceed to the next step of the transition to NextGen 9-1-1. This puts the Mapping Team is about 1 1/2 years ahead of schedule and makes them the first COG in the South Texas Region to do so.

- System and Public Safety Answering Point (PSAP) Operations
  The Systems team has been working with each PSAP to install generators. The project is scheduled to be completed by October 31, 2019. Staff has also completed the transition to the new Network Monitoring solution that provides faster and more accurate alerts.

- Public Education/Training Program
  Public Education is an ongoing priority for the 9-1-1/Emergency Communications Division. Staff continues to reach out to communities to educate residents. This month staff participated in several Back to School and National Night Out (NNO) events at different locations throughout the RGV. NNO enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. The Public Education team highly encourages communities to support local first responders.

Event Request Notice: All event requests must be submitted through our online system. This “Online Request Form” must be submitted 14 business days prior to the event. All fields must be populated, and the event flier must be uploaded. To view the online system, visit our website: www.lrgvdc911.org and select the “Event Request” tab. Once the event has been submitted an ECOMMS staff member will receive the notification and approve or deny the event based on availability.
Public Education Event Pictures
Item #5: Department Reports

C. Public Safety

Homeland Security Program

- The FY2019-20 Homeland Security Grants Division released the LETPA/SHSP grants for the LRGVDC COG-21 region. A new requirement this year for grantees is the Nationwide Cybersecurity Review (NCSR), which is a self-assessment designed to measure cybersecurity gaps and capabilities of state and local programs. All grantees were notified by the Office of the Governor’s Homeland Security Division of this requirement. Failure to complete the NCSR step will result in grant ineligibility.

- The RFA for the FY2020-21 Homeland Security Grants Division is scheduled to be released in December 2019. LRGVDC staff will send notification to jurisdictions in this region. A mandatory grant workshop for the LETPA/SHSP Grants is scheduled for January 14 & 16, 2020. Attendance of at least one workshop is required for an applicant to apply.

- Staff served as evaluators for a Transportation Incident Tabletop Exercise conducted by the Hidalgo County LEPC (Local Emergency Planning Committee); it was held at the Hidalgo County Office of Emergency Management in Edinburg.

- 2019 South Texas Targeted Opioid Project
  Staff attended this event which was hosted by Tropical Texas Behavioral Health in Weslaco. Topics of discussion were the opioid data collection challenges in South Texas, how to use data to address this issue, and collaboration amongst regional stakeholders.
Item #5: Department Reports

D. Public Safety

Regional Police Academy Status Report

- In-Service Training
  The Regional Police Academy is providing instruction for several in-service courses and has additional courses in development that are in the process of being scheduled.

- Report on the 199th Basic Peace Officer Course
  The 199th Basic Peace Officer Course is progressing on track and will graduate on Wednesday, October 30, 2019 at 2:00pm. Graduation will be at the Mission Event Center located at 200 N Shary Road.

- Report on the 201st Basic Peace Officer Course
  The 201st Basic Peace Officer Course is currently progressing and scheduled for completion in February 2020.

- Curriculum Update
  The Texas Commission on Law Enforcement has released the new curriculum for the Basic Peace Officer Course. The course has increased from 643 standard hours to 696 hours. This increase included courses that the RPA was already instructing during the BPOC. Essentially, this has little change on the current BPOC as all topics instructed during the BPOC are now standard chapters as opposed to in-service courses. The largest impact is verifying changes to the curriculum to coincide with legislative changes.

- Testing for the 202nd and 203rd
  Testing for the 202nd and 203rd Basic Peace Officer Courses is ongoing. Testing is offered on nearly every Tuesday twice a day. Testing will continue through Tuesday, November 19, 2019. The November 19, 2019 exam sessions will be the last exams for the upcoming 203rd Night Academy. Testing will resume in January 2020 for the upcoming 202nd Day Academy.
ITEM #5. D.

TRANSPORTATION
Item #5: Department Reports

D. Transportation

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

1. Consideration and ACTION to Enter into a Contract for Diesel and Gas Engine Repair

   Staff requests approval to enter into a contract with Superior Oil Express for Diesel and Gas Engine Repair.

   Superior Oil Express was selected through a formal Request for Proposal process and was the sole bidder. Superior Oil Express representatives were interviewed, and the selection was made based on their qualifications and proposal.

   This contractual service is required for the transit fleet to minimize downtime of fleet buses and operate bus routes as scheduled.
AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL AND Superior Oil Express

This contract is by and between the Lower Rio Grande Valley Development Council, 301 W. Railroad St., Weslaco, Texas. 78596 (hereafter referred to as “LRGVDC”) and Superior Oil Express, 710 N. Shary Rd., Mission, Texas 78572 hereafter referred to as (“Contractor”).

RECITALS

WHEREAS, the LRGVDC desires to engage the Contractor for certain services in connection therewith; and,

WHEREAS, Contractor represents that it has the knowledge, ability, equipment, and personnel to properly provide the services and scope of work needed by the LRGVDC;

NOW, THEREFORE, the LRGVDC and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

LRGVDC agrees to employ Contractor to provide the following basic services as stated in this agreement. Additionally, the following are incorporated into the Agreement as if set out verbatim.

- The Project requirements and related documents and Addenda contained in the Invitation to Bid issued.
- The Contractor’s response to the Invitation to Bid, Request for Proposal, Request Qualifications, including all documents submitted for that invitation.

Upon receipt of such satisfactory services, LRGVDC agrees to pay Contractor as stated in the sections to follow.

SECTION II
BASIC SERVICES OF CONTRACTOR

The Contractor agrees to perform the work in connection therewith, under the terms of this agreement for the delivery of diesel and engine gas repair and rebuild services at its own proper cost and expense to furnish all the labor, insurance and other accessories and services necessary to complete the said tasks in accordance with the conditions and prices stated in the Request for Proposal No. 2019-08, any addenda, and including all documents submitted for that invitation.

Additional to clauses, requirements, conditions and stipulations in RFP 2019-08, the following have been agreed to by the LRGVDC and the Contractor:
- All parts used in any repair, rebuild, refurbishment, replacement or similar service will be new parts
- Contractor will provide pick-up and deliver of stand-alone engines (engines not in mounted in any vehicle)
- Some repairs, rebuilds, or related services will require removal of the engine from the vehicle. Not all services will allow for in-frame or in-vehicle repairs as stated in Section 2.3.3 of the RFP.

SECTION III
QUALIFYING CONDITIONS

a.) The Contractor recognizes and agrees that failure to deliver the service in accordance with the delivery schedule/time of completion stated in this Agreement will result in expense and damage to the Contractor. The Contractor shall inform the LRGVDC immediately of any anticipated delays in the delivery schedule and of any remedial actions being taken to ensure completion of the service according to such schedule. If the agreed completion date is missed, the LRGVDC may, in its sole discretion, declare such delay a material breach of this Agreement and pursue all of its legal and equitable remedies. The LRGVDC may not declare a breach, and the Contractor cannot be held in breach of this Agreement, of this section if such delay is caused by an action or failure of action of the LRGVDC. In such case, the Contractor will provide the LRGVDC with written notice of the delay and work until the reason for the delay has been resolved by the LRGVDC and written notice of that resolution has been provided to the Contractor.

b.) The LRGVDC reserves the right to engage separate contractors for eligible activities under this contract should conditions warrant including failure to deliver on this contract by the contractor.

c.) The Contractor is under no obligation or restriction that would in any way interfere or conflict with the work to be performed by the Contractor under this Agreement. The LRGVDC understands that the Contractor may currently be working on one or more similar works for other customers. Provided that those works do not interfere or conflict with the Contractor’s obligations under this Agreement, those works shall not constitute a violation of this Agreement by the Contractor.

d.) Except as expressly agreed otherwise in writing by the LRGVDC, the Contractor shall bear all of its own expenses arising from its performance of its obligations under this Agreement. The Contractor shall have no obligation to provide office space, work facilities, equipment, clerical services, programming services, or the like.

SECTION IV
TIME OF PERFORMANCE

The Contractor agrees to provide services as set forth in this contract and in Section 2.3.3 of RFP 2019-08. Contractor and LRGVDC shall not be liable for any delay due to circumstance beyond their control. This contract may be extended upon mutual agreement by the LRGVDC and the Contractor
at the end of initial agreement on an annual basis. This agreement does not in any way ensure renewal of contracted services. Either party to this agreement shall have the right to terminate this contract at any time, and for any reason, after 30 days’ written notice and any payment requested shall be made on work completed and / or goods delivered and as provided for in the contract.

SECTION V
GENERAL

a. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The Contractor acknowledges that by entering into this Agreement, and providing services under this Agreement, the Contractor has transacted business in the state of Texas. By transacting business in the State of Texas by agreement, the Contractor voluntarily submits and consents to, and waives any defense to the jurisdiction of courts located in Hidalgo County, state of Texas, as to all matters relating to or arising from this Agreement.

b. Waiver. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

f. Integration. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. All schedules referenced in this Agreement shall be incorporated into this Agreement by this reference. This Agreement shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

SECTION VI
STANDARD OF PERFORMANCE

Contractor warrants to LRGVDC that all labor furnished to perform the Work under the Contract Documents will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and /or equipment furnished will be of good quality and new unless otherwise permitted by the Contract Documents, and that the Work will be of good quality, free from faults and defects, and in strict conformance with the Contract Documents. Any Work not strictly conforming to these requirements may be considered defective.

SECTION VII
TERMS OF PAYMENT

LRGVDC agrees to pay Contractor for services herein contracted for as follows:
A. Payment for basic services shall be upon receipt of invoice by LRGVDC. Invoice shall be submitted to LRGVDC upon completion and inspection of each project in accordance with the contract Documents in unit price amounts set forth in the Bid form(s).

B. Invoice shall be completed and processed in accordance with LRGVDC regulations. Contractor shall submit Applications for Payment in accordance with the general Conditions. Application for Payment will be processed by the LRGVDC finance department.

C. LRGVDC shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.

D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the LRGVDC must approve change orders before making the changes in accordance with LRGVDC policy and applicable sections of the Texas Local Government Code and Texas Government Code.

E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VIII
TIME OF COMPLETION

LRGVDC and the Contractor recognize that time is of the essence of this agreement and that the LRGVDC may suffer financial loss if the services requested are not completed within the time specified in Section III herein, plus any extensions thereof allowed in accordance with RFP #2019-08. Services will be provided within 30 calendar days of initial request unless otherwise negotiated by LRGVDC and Contractor.

SECTION IX
WRITTEN NOTICE OF ISSUE

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the LRGVDC, in writing, immediately, relating to such issue and provide a proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

SECTION X
NO DAMAGE FOR DELAY
In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the LRGVDC for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause or whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery by the Contractor of damages for hindrances or delays due solely to fraud or bad faith on part of the LRGVDC or his agents.

SECTION XII
SITE INSPECTION REQUIREMENTS

The Contractor acknowledges LRGVDC staff may visit the location where services are being conducted for inspection of the work.

SECTION XII
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between LRGVDC and Contractor concerning the work consist of this Agreement and the following document in support of this Agreement:

- RFP
- Addenda
- Bid Proposal Forms submitted to the LRGVDC by the Contractor including the Bid information requested from the bidder

There are no Contract Documents other than those listed in this section. The Contract Documents may only be amended as pursuant to LRGVDC Regulations and/or laws of this state.

SECTION XIV
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
SECTION XV
NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the LRGVDC is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the LRGVDC cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI
MINIMUM INSURANCE REQUIREMENTS

In accordance with LRGVDC policy and requirements of the project, Contractor shall be required to hold the sufficient insurance coverage throughout the duration of this Agreement to cover any and all damages associated with the services.

Evidence of the above insurance coverage shall be required prior to final execution of the agreement. The LRGVDC shall be listed as an additional insured.

Contractor warrants that it is adequately insured and carries liability, workers compensation, and automobile insurance for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees.

Contractor shall not commence work under this agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the LRGVDC, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the LRGVDC. Approval of the insurance by LRGVDC shall not relieve or decrease the liability of the Contractor.

SECTION XVII
TERMINATION OF CONTRACT

In addition to any other terminate clause in this agreement, either party to this agreement shall have the right to terminate this contract at any time, and for any reason, after 30 days' written notice and any payment requested shall be made on work completed and/or goods delivered and as provided for in the contract.
SECTION XVIII
SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIX
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XX
THE CONTRACTOR’S BREACH AND THE LRGVDC’S REMEDIES

A. Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the LRGVDC shall have all the rights and remedies provided in the contract documents, the right to cancel, terminate, cure or cover the breach and/or suspend the contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of the Contract including damages and specific performance, and the right to select one or more of the remedies available to it.

B. Attorney Fees: In the event that any dispute arises concerning this contract or in the event of any claim, suit, action, proceeding, either judicial or administrative in nature, as a result of the default, delay, breach, wrongdoing, action or inaction of the Contractor, then the Contractor shall be liable for, and shall pay for, all reasonable costs, fees and expenses of the LRGVDC including expenses and fees for hiring experts and for attorney’s fees. The obligations created herein arise regardless of whether an administrative proceeding, arbitration or litigation is commenced and shall include consultation, advice or counsel sought from any attorney or expert in connection with any such
default, delay, breach, wrongdoing, action or inaction of the Contractor. If any action is brought by either party to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees, costs, and expenses of litigation.

SECTION XXI

NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set for the below or when mailed to the last address provided in writing to the other party by the addressee.

In the event that any issue arises including but not limited to any potential delays, change orders, time extensions, weather delays the contractor agrees to notify the LRGVDC in writing with a proposed resolution.

If to Contractor: Homer Jasso
Superior Oil Express
710 N. Shary Rd
Mission, TX 78572
(956) 391-3990
superioroilexpress@sbcglobal.net

If to LRGVDC: LRGVDC
Attn: Ron Garza
Executive Director
301 W. Railroad St.
Weslaco, Texas 78596
rongarza@lrgvdc.org

With a copy to: Valley Metro
Tom Logan
Director of Regional Transit
510 S. Pleasantview
Weslaco, TX 78596
682-3481 ext. 301
tlogan@lrgvdc.org
SECTION XXII

HOLD HARMLESS CLAUSE

Contractor hereby agrees to indemnify and hold harmless and defend LRGVDC, its agents, employees, and officers from and against any claim, loss, damage, liability, and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands, or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner relating to this Contract.

SECTION XXIII

SUCCESSORS AND Assigns

LRGVDC and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement.

SECTION XXIV

NOTICE OF GOVERNING LAW

The Contractor agrees to abide by the following laws and regulations and to make all records, invoices, materials, payrolls, records of personnel, conditions of employment and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant laws:

1. Title VI of the Civil Rights Act of 1964, Executive Order 11246 (Equal Employment Opportunity);
2. Section 504 of the Rehabilitation Act of 1973, as amended;
3. Clean Water, Clean Air, Executive Order 11738 and Regulations Provision;
4. Debarment, Suspension and Ineligibility. The Contractor represents and warrant that is and its subcontractors are not debarred, suspended, or placed in ineligibility status under 24 CFR 24 (government debarment and suspension regulations);
5. Failure to comply with Labor Standards requirements can and may result in the termination of the contract and disbarment of contractor.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the dates noted below.

Executed on this ________ day of ____________, 20xX.

By: __________ _____________________
Ron Garza, LRGVDC, Executive Director
By: ______________________________
(Title) ________________, [contractor]

Attest: ____________________________
Crystal Balboa, LRGVDC Director of Finance
Item #5: Department Reports

D. Transportation

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

2. Consideration and ACTION to Revise Equal Employment Opportunity (EEO) Policy

Staff requests approval to incorporate revisions to the Equal Employment Opportunity (EEO) Policy to ensure compliance with Federal Transit Administrations regulations.
LRGVDC
Transit Services Department

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY

Pending Approval
LRGVDC Board of Directors
October 30, 2019

Lower Rio Grande Valley Development Council

Valley Metro
510 S. Pleasantview Drive
Weslaco, TX 78596
(956) 969-5761
1-800-574-8322
# Table of Contents

Statement of Policy........................................................................................................3
Designation of Personnel Responsibilities.................................................................4
Dissemination Plan........................................................................................................4-5
Assessment of Employee Practices ............................................................................5
Monitoring & Reporting System..................................................................................5-6
Discrimination Complaint Process ..............................................................................6
Sexual Harassment Policy ............................................................................................10
Sexual Harassment Complaint Process .......................................................................12
Internal Discrimination Complaint Form ....................................................................16
Work Grievance Procedures .......................................................................................18
STATEMENT OF POLICY

Valley Metro is committed to equal employment opportunity for all persons regardless of race, color, religion, national origin, disability, sex (including gender identity and sexual orientation), age, genetic information, veteran status, or other protected class. Valley Metro’s EEO Policy is designed to support our efforts to provide quality service, enhance efficiency, and cultivate a thriving internal environment that embraces workforce diversity. The continued success of Valley Metro’s EEO Program is dependent in large part upon continued support of management and all employees. Each employee is asked to remain aware of the following objectives.

1. All employment actions involving employees and applicants will be demonstrated through evenhanded application of its policies and practices including but not limited to recruitment, or recruitment advertising, hiring, upgrading, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay or other forms of compensation, use of facilities, and treatment of employees. All employment actions will be based and administered upon qualifications, merit and abilities, without regard to race, color, religion, national origin, sex (including gender identity and sexual orientation) age, disability, veteran status, genetic information or other protected class.

2. All disciplinary actions involving employees are to be administered without regard to race, color, religion, national origin, sex (including gender identity and sexual orientation) age, disability, veteran status, genetic information or other protected class.

3. All facilities, services, activities, and benefits are equally available and fairly administered to all employees.

4. All employees shall refrain from any remarks or actions that may constitute discrimination or harassment based upon another employee’s race, color, religion, national origin, sex (including gender identity and sexual orientation) age, disability, veteran status, genetic information or other protected class. Examples of this type of discrimination or harassment would include jokes or general remarks that refer to someone in a negative way because of their race, color, religion, national origin, sex (including gender identity and sexual orientation) age, disability, veteran status, genetic information or other protected class.

A key component of the EEO Policy is the commitment to our Affirmative Action Program (AAP) which is intended to assure equal employment opportunity. When workforce underutilization exists, goals and associated timetables will be established as an integral part of the AAP. Valley Metro is committed to
the successful achievement of these goals which are designed to provide fuller utilization and
development of previously underutilized areas. By achieving its EEO goals, Valley Metro will maximize
the full potential of a diverse workforce and create an inclusive and productive workplace which
contributes to the Agency’s success.

DESIGNATION OF PERSONNEL RESPONSIBILITY

The EEO Officer, **Jose Luis Silva**, is responsible for the administration of all EEO programs. The
EEO Officer is responsible for implementation of programs regarding the AAP, monitoring and reporting
efforts, providing related training and processing EEO related complaints. In regard to EEO matters, the
EEO Officer reports directly to the Executive Director. Requests to inspect Valley Metro’s AAP by any
employee or applicant may be in writing to the EEO Officer, 510 S. Pleasantview Dr., Weslaco TX 78596.

Valley Metro’s management and supervisors are responsible for ensuring their employment decisions
comply with federal and state laws and regulations, Valley Metro personnel policies, and Valley Metro’s
EEO/Affirmative Action Program. Valley Metro’s management and supervisors share in the responsibility
for implementing Valley Metro’s EEO Program and will be assigned specific tasks to assure compliance is
achieved. Valley Metro’s management and supervisors will be evaluated on the success of Valley
Metro’s EEO Program the same way their performance on other agency goals is evaluated.

Valley Metro has a complaint procedure that provides employees with a method to report, and to have
investigated, job-related actions that involve alleged discrimination, harassment and retaliation. All
employees are expected to cooperate fully during the conduct of such investigations.

The Valley Metro EEO Office is located at 510 S. Pleasantview Dr., Weslaco, TX 78596. The EEO Office
phone number is (956) 969-5761. Valley Metro’s goal of creating and maintaining a work environment
free of discrimination and harassment requires the cooperation of management and all employees.
Employees or applicants, who believe they have been unlawfully discriminated against, or have
witnessed such conduct, may file a complaint directly with the Equal Employment Opportunity (EEO)
Office. ANY EMPLOYEE WHO DOES NOT COMPLY WITH THIS POLICY IS SUBJECT TO DISCIPLINARY
ACTION, UP TO AND INCLUDING TERMINATION.

External applicants may file complaints of alleged employment discrimination with the respective offices
of the Equal Opportunity Commission (EEOC).

Valley Metro prohibits retaliation against employees or applicants for filing a complaint regarding
unlawful employment practices, meeting with the EEO Officer to discuss a complaint or investigation
of a complaint or participating in the investigation of an EEO complaint. No one shall, in any way,
whether by their actions or their inaction, intimidate, threaten, coerce or otherwise discriminate or
retaliate against any individual who has alleged discrimination on any basis. AN EMPLOYEE WHO
RETALIATES AGAINST AN EMPLOYEE OR APPLICANT FOR EXERCISING HIS/HER RIGHTS UNDER THIS
POLICY IS SUBJECT TO DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION.
EQUAL EMPLOYMENT OPPORTUNITY DISSEMINATION PLAN

LRGVDC – Valley Metro will ensure its EEO Policy is disseminates as follows:

• LRGVDC – Valley Metro will post its official EEO Policy statement and Federal and State Labor laws posters on bulletin boards, near time clocks, in employee break room, and in the employee/personnel office.
• LRGVDC – Valley Metro will include its EEO policy statement in our personnel manual, employee handbooks, reports and manuals.
• Meeting with top management officials annual to discuss the EEO Program and its implementations.
• Meeting with all employee to seek input on the program implementation.
• LRGVDC – Valley Metro will conduct periodic EEO training for all employees and for management staff.
• Conducting EEO Training for all new supervisors or managers within 90 of their appointment.

ASSESSMENT OF EMPLOYEES PRACTICES

The EEO Officer will provide a narrative assessment of present employment practices (e.g. hiring, recruitment, and training) using Workforce Analysis Charts. Statistical data to document the impact of the employment practices will also be assessed by:

• Number of applicants for employment in each job category and number hired, cross reference by sex and race;
• Number of employees in each job category who applied for promotion or transfer and the number in each job category promoted, transferred, cross reference by sex and race;
• Number and types of disciplinary actions (e.g. indefinite suspension, loss of pay, demotion) tailored to the language used in agency policies and procedures.
• Number of voluntary/involuntary termination, cross-reference by sex and race;
• Job category training that foster promotion potential, cross reference by sex and race;
• Individuals with Disabilities and Veterans, the number of applicants for employment and promotions in each job category and the number hired and promoted, cross reference by sex and race.

MONITORING AND REPORTING SYSTEMS
The EEO officer will monitor all the EEO components as described above by:

Providing written documentation in employees and/or management files of

- Policy dissemination;
- Trainings;
- Meetings;
- Complaints, investigation, resolution, and follow ups.

DESCRIMINATION COMPLAINT PROCESS

To begin a complaint the EEO officer must be contacted promptly, preferably within seven (7) business days from the date the conduct occurred that is believed to be discriminatory. Delays in reporting the disputed conduct may impair the ability to fully investigate the report.

The procedure outlined below will be used in processing discrimination complaints. In these procedures a person filing a complaint is referred as the Complainant. A complaint may be filled by an individual employee or by a group of employees. Upon the request of a Complainant, time extensions during the process that are based on a good reason can be granted at the discretion of the EEO Officer.

I. COUNSELING (INFORMAL COMPLAINT)

The first step in resolving discrimination complaints is counseling. The purpose of counseling is to determine the existence of prohibited discriminatory conduct alleged by the Complainant and to intervene as necessary to correct it. Emphasis at this point is on early resolution.

To initiate the informal process, the Complainant must complete and sign the EEO Internal Discrimination Complaint Form (see pg.16) provided by the EEO Officer or review and acknowledge the form as completed by the EEO Officer during the interview with the Complainant. The EEO Officer will immediately notify the Executive Director, and the Human Resources Director, upon receiving an internal or external discrimination complaint. The EEO Officer has twenty (20) business days to counsel and make efforts to resolve the issue informally.

During the informal process, the EEO Officer will attempt to identify and clarify the conduct which is the subject of the complaint, if any, and attempt to reach a satisfactory resolution of the matter between the parties involved. The EEO Officer will assist in several ways, including the following:

- Clarifying whether and in what way the issue(s) fall within the EEO Policy. If the issues are covered, pursue the administrative resolution as set out in this EEO Policy including but not limited to attempting to work out a resolution agreeable to all concerned, if possibly;
• If the problems are not covered by the policy, terminate the process and refer the Complainant to their Supervisor or the Grievance Process for general employment matters (Attachment 1) found in the Valley Metro’s Employee Manual;

• Providing information on external enforcement agencies (i.e., the Equal Employment Opportunity Commission, the Texas Commission on Human Rights, Federal Transit Administration)

If the informal complaint process does not achieve a resolution within the 20 business days provided, the EEO Officer will inform the Complainant of his/her right to proceed with a formal complaint. The formal complaint must be filed with the EEO Officer on or before the seventh business day after the informal process ends.

II. FILING A FORMAL COMPLAINT

To file a formal complaint, the Complainant must either complete and sign the EEO Internal Discrimination Complaint Form provided by the EEO Officer or review and acknowledge the form as completed by the EEO Officer during the interview with the Complainant, which will initiate a formal investigation. The Complainant must be prepared to provide specific information such as names, dates, times and support allegations claimed to be discriminatory by furnishing pertinent evidence in support of the claim including but not limited to letters, memos, electronic mail and witnesses of the discrimination. An allegation without supporting information is insufficient to determine a case of discrimination.

III. PRELIMINARY REVIEW

Receipt of a complaint will prompt the EEO Officer to conduct a preliminary review of the factual basis upon which the complaint is based. The purpose of this review is to determine the following:

• Whether the allegations are within the realm of the discrimination guidelines; or

• After consultation with the Complainant, whether there is sufficient documentation or information submitted to allow a meaningful investigation to be conducted.

If the EEO Officer determines that the formal complaint does not satisfy one or both of the above criteria, the Complainant will be notified, in writing, within fifteen (15) business days after the date the complaint was filed that a formal investigation is not warranted and that the file is being closed. If the EEO Officer closes the file at this stage, the matter is not appealable; however, if new and relevant evidence comes to the attention of the EEO Officer within fifteen (15) business days from the date the file was closed and the EEO Officer determines that this new evidence brings the act or omission complained of within the discrimination guidelines of race, color, religion, national origin, disability, sex, age, veteran status, or other protected class and is sufficient to conduct a formal investigation, the file shall be reopened.

IV. INVESTIGATION

If a formal complaint is accepted, the EEO Officer will conduct the investigation. The investigation will be completed within thirty-five (35) business days of receiving the formal
complaint; however it may be extended beyond the thirty-five (35) business day if, within the sole discretion of the EEO Officer it is deemed necessary. During the investigation, the EEO Officer may conduct interviews and secure affidavits, as needed, from the Complainant and other witnesses, as well as gather any other relevant documentation and other forms of information.

It is crucial and in the best interest of Valley Metro that any employee with relevant knowledge assist in the investigation. This assistance may be in the form of relevant verbal communications, written statements or documentation. All Valley Metro employees shall cooperate with the EEO Officer and reveal all material facts known to them, to the best of their ability, during any investigation. If the EEO Officer determines through the evidence gathered during the investigation that the Complainant intentionally and falsely accused another individual of discrimination, the Complainant is subject to disciplinary actions up to including termination.

V. INFORMAL RESOLUTION DURING AN ONGOING INVESTIGATION

During a formal investigation, the EEO Officer, when possible and consistent with Valley Metro’s policies and procedures, will continue attempts to resolve the complaint informally. If an informal resolution is determined to be possible, prior to discussing any proposed resolution with the Complainant, the EEO Officer shall notify and discuss the proposed informal resolution with the LRGVDC Human Resources Director.

After discussions with the LRGVDC Human Resources Director, the informal resolution may be presented to the Complainant. If acceptable, the Complainant must sign and date the resolution. Acceptance by the Complainant constitutes full and final settlement of the complaint.

An accepted resolution does not constitute nor shall it be perceived as an admission of any wrong doing by Valley Metro or any of its employees or agents. A major objective of the complaint process is fairness and early resolution of complaints. Consequently, Valley Metro regards the efforts made by all parties in resolving a complaint as extremely important and crucial to the integrity and intent of this process.

VI. COMPLAINT DISPOSITION

At the conclusion of the investigation, if an informal resolution has not been reached, the EEO Officer will issue a report and make recommendations for corrective action, if required, or other resolutions. The Complainant will be contacted to receive and sign-off on his/her acknowledgement of receipt of the EEO Officer’s disposition of his/her complaint. Thereafter, the person (s) charged in the complaint will be notified of the EEO Officer’s recommendations, if any and if feasible.

VII. APPEAL OF DISPOSITION
If the Complainant is not in agreement with the EEO Officer’s findings and a determination, he/she may appeal, in writing, to the Executive Director. The appeal must be filed on or before the tenth (10th) business day after the date the Complainant received his/her copy of the EEO Officer’s disposition under Article VI of this Policy.

The Executive Director may investigate the alleged discrimination, review relevant facts and may, in the Executive Director’s discretion, hold a hearing on the matter. The Executive Director will issue a determination on or the fourteenth (14th) business day after the receipt of the Complainant’s written appeal.

If the Complainant is not in agreement with the Executive Director’s determination, he/she may appeal in writing, on or before the tenth (10th) business day after the date the Complainant received the Executive Director’s determination, to the Ad Hoc Personnel Board Committee. The Ad Hoc Personnel Board Committee will be comprised of three (3) members of the Lower Rio Grande Valley Development Council (LRGVDC) Board of Directors. The Committee shall review the record on the matter and may, in its discretion, conduct a hearing. The Committee will issue a decision on or before the fifteenth (15th) business day after the receipt of the Complainant’s written appeal.

If the Complainant is not in agreement with the Ad Hoc Personnel Board Committee’s decision, he/she may appeal in writing, on or before the tenth (10th) business day after the date the Complainant received the Ad Hoc Personnel Board Committee’s determination, to the LRGVDC Board of Directors. The decision of the LRGVDC Board of Directors is final.

Complainant will be advised that if the final decision is unacceptable, he/she may pursue the matter further with the Equal Employment Opportunity Commission (EEOC), Texas Commission on Human Rights, Texas Workforce Commission, or the Federal Transit Administration.

VIII. SPECIAL PROVISION
If any allegation of discrimination arises with the EEO Officer and/or against the EEO Officer, such allegations will be referred to LRGVDC Human Resources Director or process and investigate accordingly. The EEO Officer will be notified of the allegation within seven (7) business days of receipt of the allegation. Any attempts of resolution will be according to the above stated procedures.
SEXUAL HARRASSMENT POLICY

Purpose
1.1 The purpose of this notice is to reaffirm Valley Metro’s policy strictly prohibiting sexual harassment of employees.

Policy
2.1. It is the policy of Valley Metro that there shall be no sexual harassment of any employee by other employees, vendors, contractors or customers. Valley Metro does not condone and will not permit such harassment of or by any employee. In addition to the acts as defined below under Section 3.1 – Sexual Harassment, Valley Metro will not tolerate the making of unwelcome, offensive sexual remarks or jokes relating to sex. Harassment will include request for sexual favors, and or verbal, graphic or physical conduct of a sexual nature. This policy applies to all employees of Valley Metro and violations of this policy will be dealt with accordingly as a disciplinary matter.

2.2. Valley Metro will exercise its full authority as to any and all violations of the Sexual Harassment Policy and “STRICT COMPLIANCE” will be followed by all employees.

Definitions
3.1. Sexual Harassment is defined as follows: “Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment” Title 29 Labor CFR 1604.11 (a).

3.2. Sexual harassment can be committed by a member of either sex and can involve members of the same sex as well as members of the opposite sex. Furthermore, sexual harassment can be the result of conduct by a Valley Metro vendor, contractor or customer.

3.3. Sexual harassment can take one of two forms:
(a) Quid pro quo: Submission to or rejection of sexual conduct is used as the basis for making employment decisions, such as but not limited to promotions, pay increases, hiring and firing. This type of sexual harassment is typically a direct sexual overture and is the type of sexual harassment that is committed by supervisors or persons in a position of authority or influence.
(b) Hostile work environment: Sexual conduct which unreasonably interferes with an employee’s work performance or creates an intimidating, hostile, or offensive work environment, even if it leads to no tangible or economic job consequences. This type of harassment can be committed by any employee and exists where the sexual conduct is so severe or pervasive that it creates an intimidating, offensive workplace environment and alters the terms and conditions of employment.

**Employee Responsibilities**

4.1. Employees are required to avoid any behavior that would constitute a violation of this policy and to conduct themselves in a professional manner when communicating with other Valley Metro employees.

4.2. Employees who experience a violation of this policy are expected to report such behavior to the EEO Officer for proper investigation.

**Management/Supervisor/Professional Responsibilities**

5.1. Included in this Article 5 are the following employment positions with Valley Metro: Program Director, Assistant Director, Program Supervisor II Operations, Program Supervisor - Maintenance, and Risk Specialist I.

5.2. The responsibilities of the people holding these positions at Valley Metro are as follows:

(a) To make every effort to maintain and create a positive and productive work environment free of sexual harassment.

(b) To make every effort to discourage any communications with their direct subordinates which falls outside their responsibilities and job duties.

(c) To avoid any behavior inconsistent with this policy and to provide an example of professional behavior when communicating with other Valley Metro employees.

(d) To keep appraised of this policy so as to provide this information to its subordinates.

**Sanctions for Violations**

6.1. Any employee, including supervisory or other management-level personnel, who has been found by Valley Metro, after appropriate investigation, to have violated this policy, will be subjected to appropriate disciplinary actions, up to and including termination.

6.2 An employee of a Valley Metro vendor or contractor who has been found by Valley Metro, after appropriate investigation, to have violated this policy will be notified of the complaint and instructed to cease the conduct. Their employer will also be notified and other appropriate action, as deemed necessary by the EEO Officer, may be taken to correct the violation.
6.3 The EEO Officer will attempt to identify a customer who is the subject of a complaint filed under this policy. If identified, the customer will be notified of the complaint and an investigation will be conducted. If it is found the conduct complained of violates this policy, action will be taken as deemed appropriate and necessary to eliminate the circumstances that allowed the offensive conduct to occur.

**Special Provision**

If any allegation of discrimination arises with the EEO Officer and/or against the EEO Officer, such allegations will be referred to Valley Metro’s Program Director to process and investigate accordingly. The EEO Officer will be notified of the allegation within seven (7) business days of receipt of the allegation. Any attempts of resolution will be according to the above stated procedures.

**Confidentiality**

Information concerning a complaint of sexual harassment will not be released by Valley Metro unless required by statute, regulation, Attorney General Opinion or court order or other legal process or mandate. The purpose of this provision is to protect the confidentiality of the employee who files a complaint, to encourage the reporting of any incidents of sexual harassment, and to protect the reputation of any employee wrongfully charged with sexual harassment within the extent permitted by law.

**SEXUAL HARASSMENT COMPLAINT PROCESS**

To begin a complaint, he/she must contact the EEO Officer promptly, preferably within seven (7) business days from the date the conduct occurred. The procedure outlined below will be used in processing sexual harassment complaints. In these procedures, a person filing a complaint is referred to as the Complainant. A complaint may be filed by an individual employee or by a group of employees. Upon the request of a Complainant, time extensions during the process that are based on a good reason can be granted at the discretion of the EEO Officer.

**I. COUNSELING (INFORMAL COMPLAINT)**

The first step in resolving a sexual harassment complaint is counseling. The purpose of counseling is to determine whether sexual harassment has occurred and to intervene as necessary to correct it. Emphasis at this point is on intervention and elimination of the conduct.

To initiate the informal process, the Complainant must complete and sign the Internal Discrimination Complaint Form (see pg.16) provided by the EEO Officer, or review and acknowledge the form as completed by the EEO Officer during the interview with the Complainant. The EEO Officer will immediately notify the Executive Director, and the Human Resources Director, upon receiving an internal or external complaint. The EEO Officer has twenty (20) business days to identify, intervene and eliminate the conduct informally. The EEO Officer will do the following:
• Clarify whether and in what way the conduct fall within the Sexual Harassment Policy. If the conduct is covered, pursue the administrative resolution as herein set out including but not limited to attempting to work out a resolution agreeable to all concerned, if possible.
• If the problems are not covered by the policy, terminate the process and refer the Complainant to their Supervisor or the grievance process for general employment matters (Attachment 1) found in the Valley Metro Employee Manual.
• Providing information on external enforcement agencies (i.e., the Equal Employment Opportunity Commission, The Texas Commission on Human Rights, Federal Transit Administration).

If the informal complaint process does not achieve a resolution within the 20 business days provided, the EEO Officer will inform the Complainant of their right to proceed with a formal complaint. The formal complaint must be filed with the EEO Officer on or before the seventh business day after the informal process ends.

II. FILING A FORMAL COMPLAINT
To file a formal complaint, the Complainant must either complete and sign the EEO Internal Discrimination Complaint Form provided by the EEO Officer or review and acknowledge the form as completed by the EEO Officer during the interview with the Complainant, which will initiate a formal investigation. The Complainant must be prepared to provide specific information such as names, dates, times and to support any allegations claimed to be sexual harassment by furnishing pertinent evidence in support of the claim including but not limited to letters, memos, electronic mail and witnesses of the sexual harassment. An allegation without supporting information is insufficient to determine a case of sexual harassment.

III. PRELIMINARY REVIEW
Receipt of a complaint will prompt the EEO Officer to conduct a preliminary review of the factual basis upon which the complaint is based. The purpose of this review is to determine the following:

• Whether the allegations are within the realm of the discrimination guidelines; or
• After consultation with the Complainant, whether there is sufficient documentation or information submitted to allow a meaningful investigation to be conducted.

If the EEO Officer determines that the formal complaint does not satisfy one or both of the above criteria, the Complainant will be notified, in writing, within fifteen (15) business days after the date the complaint was filed that a formal investigation is not warranted and that the file is being closed. If the EEO Officer closes the file at this stage, the matter is not appealable; however, if new and relevant evidence comes to the attention of the EEO Officer within fifteen (15) business days from the date the file was closed and the EEO Officer determines that this new evidence brings the act or omission complained of within the discrimination guidelines of race, color, religion, national origin, disability, sex, age, veteran status, genetic information, or other protected class and is sufficient to conduct a formal investigation, the file shall be reopened.
IV. INVESTIGATION
If a formal complaint is accepted, the EEO Officer will conduct the investigation. The investigation will be completed within thirty-five (35) business days of receiving the formal complaint; however it may be extended beyond the thirty-five (35) business day if, within the sole discretion of the EEO Officer it is deemed necessary. During the investigation, the EEO Officer may conduct interviews and secure affidavits, as needed, from the Complainant and other witnesses, as well as gather any other relevant documentation and other forms of information.

It is crucial and in the best interest of Valley Metro that any employee with relevant knowledge assist in the investigation. This assistance may be in the form of relevant verbal communications, written statements or documentation. All Valley Metro employees shall cooperate with the EEO Officer and reveal all material facts known to them, to the best of their ability, during any investigation. If the EEO Officer determines through the evidence gathered during the investigation that the Complainant intentionally and falsely accused another individual of sexual harassment, the Complainant is subject to disciplinary actions up to including termination.

V. INFORMAL RESOLUTION DURING AN ONGOING INVESTIGATION
During a formal investigation, the EEO Officer, when possible and consistent with Valley Metro’s policies and procedures, will continue attempts to resolve the complaint informally. If an informal resolution is found to be possible, prior to discussing any proposed resolution with the Complainant, the EEO Officer shall notify and discuss the proposed informal resolution with the LRGVDC Human Resources Director.

After discussions with the LRGVDC Human Resources Director, the informal resolution may be presented to the Complainant. If acceptable, the Complainant must sign and date the resolution. Acceptance by the Complainant constitutes full and final settlement of the complaint.

An accepted resolution does not constitute nor shall it be perceived as an admission of any wrong doing by Valley Metro or any of its employees or agents. A major objective of the complaint process is fairness and early resolution of complaints. Consequently, Valley Metro regards the efforts made by all parties in resolving a complaint as extremely important and crucial to the integrity and intent of this process.

VI. COMPLAINT DISPOSITION
After the conclusion of the investigation, if an informal resolution has not been reached, the EEO Officer will issue a report and make recommendations for corrective action, if required, or other resolutions. The Complainant will be contacted to receive and sign-off on his/her acknowledgement of receipt of the EEO Officer’s disposition of his/her complaint. Thereafter, the person (s) charged in the complaint will be notified of the EEO Officer’s recommendations, if any and if feasible.

VII. APPEAL OF DISPOSITION
If the Complainant is not in agreement with the EEO Officer’s findings and a determination, he/she may appeal, in writing, to the Executive Director. The appeal must be filed on or before the tenth (10th) business day after the date the Complainant received his/her copy of the EEO Officer’s disposition under Article VI of this Policy. The Executive Director may investigate the alleged discrimination, review relevant facts and may, in the Executive Director’s discretion, hold a hearing on the matter. The
Executive Director will issue a determination on or the fourteenth (14th) business day after the receipt of the Complainant’s written appeal.

If the Complainant is not in agreement with the Executive Director’s determination, he/she may appeal in writing, on or before the tenth (10th) business day after the date the Complainant received the Executive Director’s determination, to the Ad Hoc Personnel Board Committee. The Ad Hoc Personnel Board Committee will be comprised of three (3) members of the Lower Rio Grande Valley Development Council (LRGVDC) Board of Directors. The Committee shall review the record on the matter and may, in its discretion, conduct a hearing. The Committee will issue a decision on or before the fifteenth (15th) business day after the receipt of the Complainant’s written appeal.

If the Complainant is not in agreement with the Ad Hoc Personnel Board Committee’s decision, he/she may appeal in writing, on or before the tenth (10th) business day after the date the Complainant received the Ad Hoc Personnel Board Committee’s determination, to the LRGVDC Board of Directors. The decision of the LRGVDC Board of Directors is final. The Complainant will be advised that if the final decision is unacceptable, he/she may pursue the matter further with the Equal Employment Opportunity Commission (EEOC), Texas Commission on Human Rights, Texas Workforce Commission, or the Federal Transit Administration.

VIII. SPECIAL PROVISION
If any allegation of sexual harassment arises with the EEO Officer and/or against the EEO Officer, such allegations will be referred to Valley Metro’s Program Director to process and investigate accordingly. The EEO Officer will be notified of the allegation within seven (7) business days of receipt of the allegation. Any attempts of resolution will be according to the above stated procedure.
**EEO INTERNAL DISCRIMINATION COMPLAINT FORM**

Name: ___________________________ Employee Number ________________________

Home Address: ____________________________________________________________

Office Telephone ___________________ Home Telephone _________________________

Department/Division __________________ Date of Hire _________________________

Supervisor __________________________________________________________________

Date of Incident (s): _________________________________________________________

**Causes of Alleged Complaint [Check appropriate(s)]**

<table>
<thead>
<tr>
<th>Discrimination:</th>
<th>Sexual Harassment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Race</td>
<td></td>
</tr>
<tr>
<td>Disability</td>
<td></td>
</tr>
<tr>
<td>Color</td>
<td></td>
</tr>
<tr>
<td>Religion</td>
<td></td>
</tr>
<tr>
<td>Sex</td>
<td></td>
</tr>
<tr>
<td>National Origin</td>
<td></td>
</tr>
<tr>
<td>Retaliation</td>
<td></td>
</tr>
<tr>
<td>Genetic Information</td>
<td></td>
</tr>
<tr>
<td>Age</td>
<td></td>
</tr>
<tr>
<td>Veteran Status</td>
<td></td>
</tr>
<tr>
<td>Other Protected Class</td>
<td></td>
</tr>
</tbody>
</table>

Has this complaint been discussed with your Supervisor? _______YES ________NO

If YES, what action if any, was taken ____________________________________________

_____________________________________________________________________________

_____________________________________________________________________________

Alleged discrimination complaint(s): Please be specific; attach extra sheets if additional space is needed.

Attach all supporting documentation and the name and contact information for any

_____________________________________________________________________________

Resolution Sought (be specific)

_____________________________________________________________________________

This Form must be completed in its entirety. I affirm that the alleged complaint(s) are true to the best of my
knowledge, information and belief. I will inform the EEO Officer of any changes in my telephone number and/or
work location. I will cooperate fully in the processing of the alleged complaint(s) in accordance with Valley Metro
procedures. **I understand that an incomplete Internal Discrimination Complaint Form may significantly impair
Valley Metro’s ability to review/investigate the complaint(s).**

Employee Signature ___________________________ Date_____________________________

EEO Officer Signature ____________________________ Date____________________________
Attachment 1
WORK GRIEVANCE PROCEDURES

An employee who has been discharged or suspended or who believes that Valley Metro policies have been misapplied or misconstrued may use these procedures to seek a remedy. However, these procedures are not intended and shall not be construed to modify the “at-will” employment status to create any right of continued employment, or to create or establish any due process or contractual obligations. Once the process is initiated, any step in the procedure may be waived by mutual written consent of the employee and Valley Metro management.

The time limits established in these procedures shall be measured by the counting of calendar days (exclusive of Saturday, Sunday and Holidays). Time extensions may be granted upon request from individuals involved in the appeal process.

Notification as required by these procedures shall be deemed complete upon personal delivery of notice to the designated recipient or by mail notice postmarked two calendar days (exclusive of Saturday, Sunday, and Holidays) prior to the end of the notice period.

Beginning with Step Two, all notices, replies, opinions, and supporting data shall be in writing, and all such material shall be incorporated into the employee’s permanent file.

**Step One:**
Within five (5) calendar days (exclusive of Saturday, Sunday, and Holidays) of the occurrence of an event which is the source of a grievance, an employee may, in person or through a representative, present oral or written notice to his/her immediate supervisor. The notice shall indicate the nature of the employee’s grievance and shall request a review and remedy.

The Supervisor shall reply to the employee’s grievance within three (3) calendar days (exclusive of Saturday, Sunday and Holidays).

If the reply is not satisfactory to the employee, then the employee may, within three (3) calendar days (exclusive of Saturday, Sunday and Holidays), notify the next level of management within his/her department/division that he/she wishes a review of the reply. Management at that level shall reply within three (3) calendar days (exclusive of Saturday, Sunday and Holidays).

If the employee is not satisfied with the reply at this level, then he/she may proceed to Step Two.

**Step Two:**
Within five (5) calendar days (exclusive of Saturday, Sunday and Holidays) from the final reply at Step One, an employee may notify his/her Director that he/she seeks a review of the decision rendered. Appeal from the Manager Level to Director Level, and/or appeal to a higher authority, must be made in writing stating the basis for the appeal and the remedy sought by the employee.
The Director may, at his/her option, hold an informal hearing on the grievance. Whether or not a hearing is held, the Director shall respond to the employee within three (3) calendar days (exclusive of Saturday, Sunday and Holidays) of receipt of the employee’s notice. If the employee is not satisfied with the decision at this level, then he/she may proceed to Step Three.

**Step Three:**
Within five calendar days (exclusive of Saturday, Sunday and Holidays) from the Director’s response, the employee may notify the Executive Director that he/she seeks a review of the decision rendered. The executive Director shall hold a hearing as soon as practical but in no event later than ten (10) calendar days (exclusive of Saturday, Sunday and Holidays) from the date of the employee’s notice of appeal from Step Two.

The Executive Director shall respond to the employee within three (3) calendar days (exclusive of Saturday, Sunday and Holidays) from the date of the hearing.

If the employee is not satisfied with the decision at this level, then he/she may proceed to Step Four.

**Step Four:**
Within five (5) days (exclusive of Saturday, Sunday and Holidays) from the Executive Director’s response, the employee may notify the Chairman of the Personnel Committee, that he/she seeks a review of the decision rendered. The Personnel Committee, consisting of three members of the Board, shall review the employee’s file and may, at its discretion, conduct a hearing.

Within ten (10) calendar days (exclude of Saturday, Sunday and Holidays) of receipt of the employee’s notice, the Committee shall notify the employee of its decision: either to decide in favor or against the appeal; or, if warranted, to pass the matter on to the full Board, the decision of the Personnel Committee will be final.
Lower Rio Grande Valley Development Council
Board of Directors Meeting
Wednesday, October 30, 2019

Item #5: Department Reports

D. Transportation

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

- Ridership Report
  Both the rural and urban transit systems are in operation and all systems are monitored daily. For the month of September 2019, ridership for the urban system, which operates Monday through Saturday in the urban areas of Cameron, Hidalgo, and Starr Counties has been averaging 19,633 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 2,268 passengers per week for the month of September.

- Regional Transportation Advisory Panel (RTAP) Activity

  The RTAP met in August to discuss regional planning and service coordination. The next meeting is scheduled for October 31, 2019, at 9:30 am at the LRGVDC Ken Jones Executive Board Room.
COST EFFECTIVENESS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2008</td>
<td>9,538</td>
<td>9,913</td>
<td>7,540</td>
<td>7,562</td>
<td>8,323</td>
<td>8,113</td>
<td>8,567</td>
<td>9,344</td>
<td>8,720</td>
<td>9,363</td>
<td>10,483</td>
<td>10,428</td>
<td>107,894</td>
<td>-11,456</td>
<td>-12%</td>
</tr>
<tr>
<td>FY 2009</td>
<td>10,274</td>
<td>9,702</td>
<td>8,586</td>
<td>8,471</td>
<td>8,670</td>
<td>9,204</td>
<td>10,836</td>
<td>10,274</td>
<td>9,566</td>
<td>10,107</td>
<td>9,537</td>
<td>10,931</td>
<td>116,152</td>
<td>8,258</td>
<td>8%</td>
</tr>
<tr>
<td>FY 2010</td>
<td>12,184</td>
<td>9,480</td>
<td>9,336</td>
<td>9,254</td>
<td>9,445</td>
<td>8,016</td>
<td>11,255</td>
<td>10,460</td>
<td>8,801</td>
<td>10,046</td>
<td>10,376</td>
<td>12,111</td>
<td>120,564</td>
<td>4,412</td>
<td>4%</td>
</tr>
<tr>
<td>FY 2011</td>
<td>25,644</td>
<td>15,256</td>
<td>14,982</td>
<td>14,267</td>
<td>17,057</td>
<td>19,196</td>
<td>23,184</td>
<td>22,450</td>
<td>22,827</td>
<td>25,436</td>
<td>25,807</td>
<td>29,518</td>
<td>259,624</td>
<td>139,060</td>
<td>115%</td>
</tr>
<tr>
<td>FY 2012</td>
<td>25,707</td>
<td>32,758</td>
<td>26,634</td>
<td>22,283</td>
<td>26,542</td>
<td>28,858</td>
<td>30,087</td>
<td>31,465</td>
<td>29,911</td>
<td>28,744</td>
<td>30,996</td>
<td>34,255</td>
<td>358,865</td>
<td>99,226</td>
<td>38%</td>
</tr>
<tr>
<td>FY 2013</td>
<td>58,118</td>
<td>41,893</td>
<td>30,069</td>
<td>23,318</td>
<td>28,011</td>
<td>28,593</td>
<td>29,386</td>
<td>31,638</td>
<td>29,761</td>
<td>29,890</td>
<td>31,733</td>
<td>35,241</td>
<td>397,587</td>
<td>126,874</td>
<td>42%</td>
</tr>
<tr>
<td>FY 2015</td>
<td>62,315</td>
<td>62,627</td>
<td>50,274</td>
<td>38,110</td>
<td>36,305</td>
<td>51,987</td>
<td>46,286</td>
<td>56,675</td>
<td>37,990</td>
<td>33,822</td>
<td>30,148</td>
<td>32,399</td>
<td>359,400</td>
<td>60,981</td>
<td>13%</td>
</tr>
<tr>
<td>FY 2016</td>
<td>63,305</td>
<td>58,773</td>
<td>45,397</td>
<td>34,413</td>
<td>45,012</td>
<td>53,051</td>
<td>47,542</td>
<td>47,628</td>
<td>40,601</td>
<td>41,409</td>
<td>37,719</td>
<td>47,917</td>
<td>362,787</td>
<td>23,388</td>
<td>4%</td>
</tr>
<tr>
<td>FY 2017</td>
<td>77,255</td>
<td>80,744</td>
<td>72,833</td>
<td>56,567</td>
<td>51,077</td>
<td>64,209</td>
<td>56,076</td>
<td>60,058</td>
<td>42,956</td>
<td>42,169</td>
<td>42,364</td>
<td>53,725</td>
<td>489,663</td>
<td>126,674</td>
<td>22%</td>
</tr>
<tr>
<td>FY 2018</td>
<td>78,440</td>
<td>91,930</td>
<td>74,137</td>
<td>44,709</td>
<td>72,199</td>
<td>84,962</td>
<td>75,604</td>
<td>85,670</td>
<td>50,318</td>
<td>56,330</td>
<td>56,234</td>
<td>64,773</td>
<td>834,906</td>
<td>146,249</td>
<td>21%</td>
</tr>
<tr>
<td>Monthly Change from Previous FY</td>
<td>12,384</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12,384</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COST EFFECTIVENESS

- Cost per revenue mile = $2.40 State Avg. = $4.85
- Cost per revenue hour = $46.22 State Avg. = $73.39
- Cost per passenger = $4.16 State Avg. = $5.21

SERVICES EFFICIENCY

- Passengers per revenue mile = 0.58 State Avg. = 93
- Passengers per revenue hour = 11.12 State Avg. = 14.10
- Passengers per hour hour = 5,44 State Avg. = 2.96
### Distribution of Ridership

#### Hidalgo County

<table>
<thead>
<tr>
<th>City</th>
<th>Ridership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alamo</td>
<td>385</td>
</tr>
<tr>
<td>Alton</td>
<td>0</td>
</tr>
<tr>
<td>Donna</td>
<td>786</td>
</tr>
<tr>
<td>Edcouch</td>
<td>130</td>
</tr>
<tr>
<td>Edinburg</td>
<td>48,402</td>
</tr>
<tr>
<td>Elsa</td>
<td>319</td>
</tr>
<tr>
<td>Hargill</td>
<td>0</td>
</tr>
<tr>
<td>Hidalgo</td>
<td>44</td>
</tr>
<tr>
<td>La Blanca</td>
<td>5</td>
</tr>
<tr>
<td>La Joya</td>
<td>8</td>
</tr>
<tr>
<td>La Villa</td>
<td>259</td>
</tr>
<tr>
<td>McAllen</td>
<td>13,701</td>
</tr>
<tr>
<td>Mercedes</td>
<td>382</td>
</tr>
<tr>
<td>Mission</td>
<td>970</td>
</tr>
<tr>
<td>Palmhurst</td>
<td>0</td>
</tr>
<tr>
<td>Palmview</td>
<td>9</td>
</tr>
<tr>
<td>Penitas</td>
<td>53</td>
</tr>
<tr>
<td>Pharr</td>
<td>1,805</td>
</tr>
<tr>
<td>San Carlos</td>
<td>19</td>
</tr>
<tr>
<td>San Juan</td>
<td>558</td>
</tr>
<tr>
<td>Sullivan City</td>
<td>88</td>
</tr>
<tr>
<td>Weslaco</td>
<td>1,653</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>69,576</strong></td>
</tr>
</tbody>
</table>

#### Cameron County

<table>
<thead>
<tr>
<th>City</th>
<th>Ridership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brownsville</td>
<td>6,279</td>
</tr>
<tr>
<td>El Ranchito</td>
<td>42</td>
</tr>
<tr>
<td>Harlingen</td>
<td>6,078</td>
</tr>
<tr>
<td>La Feria</td>
<td>308</td>
</tr>
<tr>
<td>La Paloma</td>
<td>14</td>
</tr>
<tr>
<td>Laguna Heights</td>
<td>251</td>
</tr>
<tr>
<td>Laguna Vista</td>
<td>440</td>
</tr>
<tr>
<td>Los Fresnos</td>
<td>753</td>
</tr>
<tr>
<td>Los Indios</td>
<td>8</td>
</tr>
<tr>
<td>Olmito</td>
<td>17</td>
</tr>
<tr>
<td>Port Isabel</td>
<td>2,039</td>
</tr>
<tr>
<td>Primera</td>
<td>21</td>
</tr>
<tr>
<td>Combes</td>
<td>0</td>
</tr>
<tr>
<td>Rio Hondo</td>
<td>0</td>
</tr>
<tr>
<td>San Benito</td>
<td>1,083</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>143</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>17,476</strong></td>
</tr>
</tbody>
</table>

#### Willacy County

<table>
<thead>
<tr>
<th>City</th>
<th>Ridership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>476</td>
</tr>
</tbody>
</table>

#### Starr County

<table>
<thead>
<tr>
<th>City</th>
<th>Ridership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>3,002</td>
</tr>
</tbody>
</table>

#### Zapata County

<table>
<thead>
<tr>
<th>City</th>
<th>Ridership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>274</td>
</tr>
</tbody>
</table>

**SYSTEM TOTAL**

90,804
### Distribution of Revenue Hours

- **Hidalgo County**: 6,772.87
- **Starr County**: 908.42
- **Zapata County**: 141.38
- **Cameron County**: 2,031.50
- **Willacy County**: 146.99

**Total Revenue Hours**: 10,001.16

### Distribution of Revenue Miles

- **Hidalgo County**: 158,293
- **Starr County**: 16,587
- **Zapata County**: 3,184
- **Cameron County**: 44,845
- **Willacy County**: 3,809

**Total Revenue Miles**: 226,718
<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>
<tr>
<td>10</td>
<td>176</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>176</td>
</tr>
<tr>
<td>12</td>
<td>521</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>521</td>
</tr>
<tr>
<td>14</td>
<td>3,555</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,555</td>
</tr>
<tr>
<td>15</td>
<td>38</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>38</td>
</tr>
<tr>
<td>16</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>20</td>
<td>217</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>217</td>
</tr>
<tr>
<td>30</td>
<td>53</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>53</td>
</tr>
<tr>
<td>31</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>32</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>40</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>41</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>42</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>44</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>45</td>
<td>147</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>147</td>
</tr>
<tr>
<td>50</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>24</td>
</tr>
<tr>
<td>Vaquero Express</td>
<td></td>
<td>34,779</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>34,779</td>
</tr>
<tr>
<td>Total</td>
<td>39,522</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>FY 2018</td>
<td>32,762</td>
<td>39,904</td>
<td>30,132</td>
<td>9,102</td>
<td>22,909</td>
<td>32,541</td>
<td>23,174</td>
<td>31,514</td>
<td>6,998</td>
<td>11,911</td>
<td>9,767</td>
<td>15,717</td>
<td>266,431</td>
</tr>
<tr>
<td>Change Over Previous FY</td>
<td>6,760</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,760</td>
</tr>
</tbody>
</table>

**2018 - 2019 Valley Metro Routes UTRGV Student Passenger Count**

FY 2018 vs FY 2019
### South Texas College - FY 2019
#### 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>Jul</th>
<th>Aug</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>12</td>
<td>161</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>161</td>
</tr>
<tr>
<td>14</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>15</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>16</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>20</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>18</td>
</tr>
<tr>
<td>30</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>31</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>32</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>40</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>41</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16</td>
</tr>
<tr>
<td>44</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16</td>
</tr>
<tr>
<td>45</td>
<td>145</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>145</td>
</tr>
<tr>
<td>60</td>
<td>880</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>880</td>
</tr>
<tr>
<td>61</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>62</td>
<td>62</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>62</td>
</tr>
<tr>
<td>DR-RGC</td>
<td>71</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>71</td>
</tr>
<tr>
<td>Purpleline</td>
<td>896</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>896</td>
</tr>
<tr>
<td>Greenline</td>
<td>1,361</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,361</td>
</tr>
</tbody>
</table>

| Total 3,735 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3,735 |

#### Non Valley Metro Routes

**Yellowline**
- 2,638
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 2,638

**Park & Ride**
- 4,075
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 4,075

**Total**
- 6,713
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 6,713

**Grand Total**
- 10,448
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 10,448

**Change Over Previous Month**
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0
- 0

### South Texas College - Mid Valley JagExpress
#### STC Student Passenger Counts Comparison
##### FY 2019

#### 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>161</td>
<td>521</td>
<td>566</td>
<td>1,248</td>
</tr>
<tr>
<td>Route 31 Business 83</td>
<td>8</td>
<td>3</td>
<td>5,488</td>
<td>5,499</td>
</tr>
<tr>
<td>Purple Line</td>
<td>896</td>
<td>0</td>
<td>896</td>
<td>896</td>
</tr>
<tr>
<td>Yellow Line</td>
<td>2,638</td>
<td>0</td>
<td>2,638</td>
<td>2,638</td>
</tr>
<tr>
<td>Green Line</td>
<td>1,361</td>
<td>1,149</td>
<td>2,510</td>
<td></td>
</tr>
<tr>
<td>Park &amp; Ride</td>
<td>4,075</td>
<td>0</td>
<td>4,075</td>
<td>4,075</td>
</tr>
<tr>
<td>Route 60 Greenline Roma</td>
<td>880</td>
<td>208</td>
<td>1,088</td>
<td></td>
</tr>
<tr>
<td>Route 61 RGC West</td>
<td>100</td>
<td>325</td>
<td>425</td>
<td></td>
</tr>
<tr>
<td>Route 62 RGC East</td>
<td>62</td>
<td>601</td>
<td>663</td>
<td></td>
</tr>
<tr>
<td>DR-RGC</td>
<td>71</td>
<td>755</td>
<td>826</td>
<td></td>
</tr>
<tr>
<td>Vaquero Express</td>
<td></td>
<td></td>
<td>34,779</td>
<td>34,779</td>
</tr>
</tbody>
</table>

**Total**
- 10,252
- 35,303
- 9,092
- 54,647

#### 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>7</td>
<td>176</td>
<td>2,263</td>
<td>2,446</td>
</tr>
<tr>
<td>Route 14 UTRGV VABL</td>
<td>12</td>
<td>3,555</td>
<td>247</td>
<td>3,802</td>
<td></td>
</tr>
<tr>
<td>Route 15 Edinburg</td>
<td>12</td>
<td>38</td>
<td>863</td>
<td>901</td>
<td></td>
</tr>
<tr>
<td>Route 20 Mission - McAllen</td>
<td>31, 18</td>
<td>217</td>
<td>1,645</td>
<td>1,880</td>
<td></td>
</tr>
<tr>
<td>Route 30 Pharr San Juan - Edinburg</td>
<td>31</td>
<td>53</td>
<td>1,339</td>
<td>1,392</td>
<td></td>
</tr>
<tr>
<td>Route 32 Donna International Bridge</td>
<td>31</td>
<td>0</td>
<td>367</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Route 40 Harlingen Medical</td>
<td>31</td>
<td>1,489</td>
<td>1,489</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Route 41 Harlingen Retail</td>
<td>31</td>
<td>1,301</td>
<td>2,311</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Route 42 San Benito Harlingen</td>
<td>31</td>
<td>686</td>
<td>686</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Route 44 La Feria/Santa Rosa/Primera</td>
<td>31</td>
<td>550</td>
<td>575</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Route 45 Cameron Career Connection</td>
<td>31</td>
<td>3,668</td>
<td>3,960</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**
- 196
- 4,195
- 15,418
- 19,809

#### Total Service

<table>
<thead>
<tr>
<th>STC</th>
<th>UTRGV</th>
<th>General Public</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>10,448</td>
<td>39,498</td>
<td>24,510</td>
<td>74,456</td>
</tr>
<tr>
<td>Routes</td>
<td>Sept</td>
<td>Oct</td>
<td>Nov</td>
</tr>
<tr>
<td>--------</td>
<td>------</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>10</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>67</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>120</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>227</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Willacy</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>523</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Change Over Previous Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
</tr>
</tbody>
</table>

### TSTC Student Ridership

![TSTC Student Ridership Chart]

- **FY 2019 TSTC Valley Metro Routes**
- **Monthly Cumulative Passenger Counts**

- **TSTC Student Ridership**

- **Month**