

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL



AGENDA

MEETING OF THE LRGVDC BOARD OF DIRECTORS

=====

LRGVDC Main Campus, 301 W. Railroad Street, Building B Weslaco, TX 78596

Wednesday, February 28, 2024, 12:00 noon

Audio access is available by calling +1 (872) 240-3212, Access Code: 376-169-717

Presiding: Mayor Norma Sepulveda, President

=====

Item #1: Call to Order

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

Item #2: Consideration and **ACTION** to Approve Meeting Minutes for (January 31, 2024) President

Item #3: Public Comment

Item #4: Administration..... Manuel Cruz
Executive Director

- A. Consider **RATIFICATION** of Executive Committee ACTION on the following item.
 - 1. Approve the Cooperative Agreement between LRGVDC and Workforce Solutions on the 2023-2024 Texas Internship Initiative Program.
- B. Consideration and **ACTION** to Approve Request to Establish the Regional Mobility Advisory Committee (RMAC) for Regional Transit Authority Research & Designation Purposes.

Executive Director Report

1. Introduction of New Staff Members
2. Updates on Regional News, Funding Opportunities, Training, and Legislation

Item #5: Department Reports

**A. Community & Economic Development.....Melisa Gonzalez
Assistant Director**

1. Consideration and **ACTION** to Approve the Transfer the Explore RGV Resources to the RGV Partnership for the Continuation of Promoting the RGV Region.

Program Status Reports

- Economic Development Administration
- Regional Small Cities Coalition
- Community & Economic Development Assistance Fund
- 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 Margarita Lopez
Director**

1. Consideration and **ACTION** to Approve the Renewal Membership Applications for the Citizens Advisory Council.

Program Status Reports

- Direct Consumer Services
- Care Coordination Services
- Senior Subrecipient & Senior Center Operations
- Home Delivered and Congregate Meal Program
- Special Services
- Care Transition Program
- Ombudsman Program
- Aging and Disability Resource Center (ADRC)
- Housing Navigator
- Special Initiatives Report
- Information Referral & Assistance

**C. Public Safety Manuel Cruz
Executive Director**

Criminal Justice & Homeland Security Program Action Items..... Cesar Merla
Assistant Director

1. Consideration and **ACTION** to approve the Resolutions for Statewide Emergency Radio Infrastructure for the calendar years of 2024-2026.

Program Status Reports

Criminal Justice & Homeland Security Program

Police Academy Program.....Javier Solis
Assistant Director

1. Consideration and **ACTION** to Approve the Interlocal Agreement between the LRGV Academy and Law Enforcement Agencies for TCOLE Training Reporting.
2. Consideration and **ACTION** to Approve the newly created LRGVDC Interlocal Agreement Template for Texas Commission on Law Enforcement (TCOLE) Training Sites and Facilities.

Program Status Reports

- Regional Police Academy Status Reports

Rio Grande Valley Emergency Communication District.....Dennis Moreno
Assistant Director

Program Status Reports

- GIS Division
- 9-1-1 | Information Technology
- Community Engagement Division

D. Transportation**Tom Logan**
Director

1. Consideration and **ACTION** to Approve a Cooperative Purchasing Agreement between LRGVDC-Valley Metro and Washington State Department of Enterprise Services for the procurement of transit buses and refurbishment.

Valley Metro Status Reports

- Ridership Report

Rio Grande Valley MPO Status Report Luis Diaz
RGVMPO Assistant Director

Item #6 Executive Session:

- A. Consultation with Legal counsel under Sections 551.071 of the Texas Government Code regarding a complaint received against an employee.
- B. Reconvene into an Open Session to Consider **ACTION**, if any on items Related to the Executive Session as described above.

Item #7 New or Unfinished Business

Item #8 Adjourn

Next Meeting:

Wednesday, March 27, 2024

12:00 noon

Agenda items may be considered, deliberated, and/or acted upon in a different order than those numbered above. The Board of Directors of the Lower Rio Grande Valley Development Council reserves the right to adjourn into an Executive (Closed) session at any time during 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 the 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, and each speaker will be allowed a maximum of three (3) minutes to speak. All individuals desiring to address the LRGVDC must sign up to do so before the open comment period. The purpose of this comment period is to provide the public with an opportunity to address issues or topics under the jurisdiction of the LRGVDC. For issues or topics that 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

MINUTES

MEETING OF THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL BOARD OF DIRECTORS, GENERAL MEMBERSHIP & CORPORATION

12:00PM WEDNESDAY, JANUARY 31, 2024

HELD IN-PERSON AND VIA THE GLOBAL GOTOMEETING VIDEO CONFERENCE
PLATFORM INITIATED AND CHAIRED FROM
LRGVDC MAIN CAMPUS - 301 W. RAILROAD STREET, WESLACO,
TEXAS BUILDING B, KEN JONES EXECUTIVE BOARD ROOM

PRESIDING: Secretary Jim Darling

- DRAFT

President Jim Darling called the meeting to order at 12:06 p.m. Roll Call was taken for both the board and membership and a quorum for both was attained. They moved on to Invocation and Pledge of Allegiance.

Present: Jim Darling

Commissioner Frank Morales, City of Harlingen
Councilwoman Marissa Ortega-Gerlach, City of Mission
Commissioner Gowen, City of Brownsville
Commissioner Josh Pedraza, City of Weslaco
Commissioner David Garza, Cameron County
Mayor Ramiro Garza, City of Edinburg
Omar Quintanilla, City of McAllen
Mayor Oscar Montoya, City of Mercedes
Mayor Ambrosio Hernandez, City of Pharr
Commissioner Edward Gonzalez, City of Raymondville
Mayor Ricardo Rick Guerra City of San Benito
Ms. Veronica Gonzales, UT Rio Grande Valley
Mr. Paul Hernandez, South Texas College
Mr. Luke Lucio, TSTC
Mr. Troy Allen, Delta Lake ID
Ms. Ann Williams Cass, Member at Large
Judge Richard Cortez, Hidalgo County

Absent:

Judge Aurelio Guerra, Willacy County
Mayor J.R Garza, City of Alamo
Commissioner Betty Rodriguez, City of La Villa
Mayor Mike Carter, City of Laguna Vista
Mayor Jaime Gonzalez, City of Los Indios
Commissioner Marco "Markie" Villegas, City of San Juan
Mr. Ronald Mills, Willacy County Navigation District
Mr. Eleazar Garcia Jr, Member-at Large
Ms. Lupita Sanchez Martinez, Grassroots Org

Without questions from the board, Mayor Jim Darling moved to Item #2.

Item #2:

1. Consideration and **ACTION** to Approve Annual Election Meeting Minutes of May 31st, 2023. **Commissioner David Garza made a motion to approve the Annual Elections Meeting Minutes for May 31, 2023. Mayor Ambrosio Hernandez seconded the motion and upon a vote, the motion was carried unanimously.**
2. Consideration and **ACTION** to approve Board of Directors meeting minutes for December 13, 2023. **Troy Allen made a motion to approve the Board of Directors meeting Minutes for December 13, 2023. Commissioner David Garza seconded the motion and upon a vote, the motion was carried unanimously.**

Item #3: Public Comment: No Public Comment currently. Jim Darling then moved on to Item #4.

Item #4: Administration

- A. Consideration and **ACTION** to approve Resolution 2024-01 Honoring David Suarez.

Jim Darling started by briefly going over the Resolution. Mr. David Suarez has faithfully served the people of the Rio Grande Valley as a member and officer on the Executive Board with distinction for 7 years, since 2015; and, Mr. David Suarez has moved the LRGVDC & Region forward in several areas, including response to the pandemic, improving public health and safety, supporting economic growth, protecting our environment, and supporting and continuing to advance our transportation resources and services; and Mr. David Suarez's tenure has been defined by his calm, steady, and collaborative leadership style, along with his commitment to inspiring public confidence in local government. The Board of Directors thanks Mr. David Suarez for this dedicated service and wishes him well as he continues to represent our community and the Rio Grande Valley. **Troy Allen made a motion to approve Resolution 2024-01 Honoring David Suarez. Commissioner David Garza seconded the motion and upon a vote, the motion was carried unanimously.**

Mr. Cruz then let everyone know that he would make sure Mr. David Suarez would receive his much-deserved plaque. And, again, on behalf of the Staff and directors we want to thank the previous Mayor, David Suarez, for his dedication, and his public service, and we wish him well.

- B. Consideration and **GENERAL MEMBERSHIP ACTION** on FY 2024 Annual Report & Budget.

Mr. Cruz then goes on to explain to the board that he knows it's quite an extensive annual report that we have for you, but the annual report offers a general membership and board of directors and its members and the public, a detailed outline of the LRGVDC, organization structure, and programmatic responsibilities. The Annual Report outlines The LRGVDC 2024 performance goals and 2024 budgets for the current year as well as productivity from the previous year of 2023. It's a recommendation coming from the LRGVDC Budget Committee, which met on January 10 to review and approve the annual report and budget. I'll be happy to answer any questions if there are any. Jim Darling then mentioned that the Budget keeps growing every year, we're unique in that we are considered a zero-budget entity in other words we're supposed to spend all the money the state gives us and we don't get any more during the budget year and there are some reconciliations but unusual, from most of our local government type budgets. And we must deal with it so, it's grown quite a bit since I've been around. **Troy Allen made a motion to approve the GENERAL MEMBERSHIP ACTION. Frank Morales seconded the motion and upon a vote, the motion was carried unanimously.**

With no further comments or concerns, Jim Darling then moved on to the Next Action Item C.

- C. Consideration and **ACTION** to Adopt Annual Investment Report and Accept Quarterly Investment. ***Troy Allen made a motion to approve and Adopt the Annual Investment Report and Accept the Quarterly Investment. Commissioner David Garza seconded the motion and upon a vote, the motion was carried unanimously.***

DURING THE TIME AFTER FINANCE DID THEIR ACTION ITEM. THE COMPUTER IN KEN JONES BOARD ROOM FROZE AND THE AUDIO WENT OUT. QUORUM WAS MAINTAINED

With no questions or comments. Jim Darling then moved on to Item #4D Executive Director Report.

- D. Executive Director Report: Mr. Cruz started by introducing all-new Hires.

Mr. Cruz moved on to Presentation and Update on the progress and research related to the establishment of a Regional Transit Authority as stipulated by House Bill 71, ratified in 2019. Tom Logan and Javier Dominguez started with the presentation and amongst the board were questions and concerns about the presentation taking place. (It was hard to hear or understand due to the audio being down). Judge Richard Cortez from Hidalgo County wanted to thank everyone for the hard work and the service that you do. We have 254 counties in the State of Texas. I believe that Hidalgo County is now the seventh most populous county in the state of Texas. Unfortunately, we also have a minimum of 27.4% or more people in poverty. Our people need to have a way of transportation for them to go to work, to look for health care. Received services and a lot of things. As you well know, we've just given the highway, the highway system is already being very taxed, subject to a thorough, complete study to make sure that we're fair and equitable in finance and anything for the public good, which is always an issue. We're not going to solve this problem by ignoring the problem, we're going to solve the problem by addressing the problem and seeing what the best way for us is to move forward. Corpus Christi has a transit authority, and Houston, San Antonio, Dallas, and other people have a transit authority. Well, why do they have a transit authority? Because obviously, it provides a service. We don't know if we in the Rio Grande Valley need a transit authority, we don't know what the best way is to finance it. We don't know what the best way is to allocate the cost of it. But unless we study the situation, and come together, then it's not going to solve the problem. We need rail access. Suppose you talk to the economic development people. In that case, they're going to tell you that we can't compete with other parts of Texas, much less other parts of the United States because we need real big companies. We can't compete with other people if we don't have access to water. We can't compete with other people who want to have access to energy. We can compete with other people to bring the jobs that we need to provide the quality of life that would be unless we address all those issues, this is a long-term solution; this is not going to happen tomorrow. As bridge owner of McAllen and Pharr, I would be very upset, too, if you're going to put the cost on bridges that don't belong to anybody other than to those cities. So, I can certainly see any opposition to those cities because that's not fair and equitable. I want to leave here with you all to get a very clear understanding that I believe that it is in the best interest of the Rio Grande Valley to pursue a very good study to see if this regional transit authority works best for us. We will never know the answer until it's studied thoroughly, and not prejudice anything until we can prejudice. Javier then went on to let BOD know that, If I may, I just want to conclude by saying that I think if anything, this discussion proves, perhaps, we can work that out with the messaging, but proves the reason for coming to you today, is because that not very many of the board members knew that there was a bill to begin with. And so, bringing this up to light and getting this feedback from you, really helps us guide us in directing us to the point that you, as a board, would wish for us to proceed. Our effort today was just to show you the bill as it states, and if we take your feedback and move forward with it, we're all on board, and we appreciate your honest and open suggestions and feedback. Ms. Ann Cass then had something to say as well, she just wanted to point out that, on your very first step, in having public meetings, it is so important that they be bilingual. We had a meeting of about 150 colonia residents with the rural transportation staff. They were hesitant to speak in Spanish. I had to hire a translator. That's one of the issues that the people have is that people, when they call it, no one can help them in Spanish, and so please, when you have those public meetings, I would say put a note there that you provide translation for people.

In the Interest of time due to it running long, the president requested to address only Action Items of the Programs.

Item #5: Department Reports:

A. Community & Economic Development

Community & Economic Action Items:

Consideration and **ACTION** to approve Regional Small Cities Coalition (RSCC) Elections of officers for 2024. As per the RSCC Bylaws, the Advisory Committee shall consist of a chair, Vice-Chair, and Secretary. Chair: Mayor Yvette Cabrera, City of Granjeno, Vice Chair: Celina Gonzales, City of Primera Secretary: Mayor Jose Solis, City of Lyford. **Mayor Ambrosio Hernandez made a motion to approve the Regional Small Cities Coalition (RSCC) Elections of Officers for 2024. As per RSCC Bylaws, the Advisory Committee shall consist of the chair, Vice-Chair, and Secretary. Commissioner David Garza seconded the motion and upon a vote, the motion was carried unanimously.**

Consideration and **ACTION** to Approve the Nomination of an Elected or Appointed Official of a Non-Entitlement Community to be considered for Appointment to the Unified Scoring Committee (USC) by the Texas Department of Agriculture Commissioner. USC Representative: Ben Medina City of Rio Hondo. USC Alternate: Jared Hockema, City of Port Isabel. **Mayor Oscar Montoya made a motion to approve the Nomination of an Elected or Appointed Official of a Non-Entitlement Community to be considered for Appointment to the Unified Scoring Committee (USC) by the Texas Department of Agriculture Commissioner. Commissioner David Garza seconded the motion and upon a vote, the motion was carried unanimously.**

Program Status Reports

Due to limited time, Melisa did not go through all the status reports for her department. But informed the members that they were in the packet for the review

B. Health and Human Services Action Items:

Margarita Lopez came up with one Action item on her agenda. Consideration and **ACTION** to approve the Citizens Advisory Council Membership Appointment for Maria Elia Lopez. **Mayor Ambrosio Hernandez made a motion to Approve Citizens Advisory Council Membership Appointment for Maria Elia Lopez, Mayor Oscar Montoya seconded the motion, and upon a vote, the motion was carried unanimously.**

Program Status Reports

Status reports are also in the packet and in the interest of time they were not presented to the Board at this time.

C. Public Safety

Criminal Justice and Homeland Security Program Action Items.

1. Consideration and **ACTION** to approve resolutions for FY 2024-25 Homeland Security Grant Funding.

2. Consideration and **ACTION** to approve the resolution for FY 2024-25 Coordinator for the Regional Fire Academy.
3. Consideration and **ACTION** to approve the resolution for FY 2023-2024 Coordinator for the Regional Fire Academy. The dates are being updated to match updated grant policies as recommended by the Governor's Public Safety Office.
4. Consideration and **ACTION** to approve the Homeland Security Advisory Committee (HSAC) recommendation to accept scoresheets for HSGD FY 2024-2025 grant projects.
5. Consideration and **ACTION** to approve the Criminal Justice Advisory Committee recommendation to accept scoresheets for CJD FY 2024-2025 grant projects.
6. Consideration and **ACTION** to approve the Criminal Justice Advisory Council (CJAC) membership renewals.

All action Items for Criminal Justice and Homeland Security were all approved at the same time. **Mayor Oscar Montoya made a motion to approve all Action Items for Criminal Justice and Homeland Security. Mayor Ambrosio Hernandez seconded the motion, and upon a vote, the motion was carried unanimously.**

After all Action Items were complete and approved Jim Darling and all BOD moved on to Item #6. All staff and the public stepped out of the room and the BOD continued to the Executive Session.

Item #6 Executive Session

- A. Personnel Matters under Section 551-074 (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee RE: Executive Director Annual Performance Evaluation.
- B. Reconvene into an Open Session to Consider **ACTION**, if any on the items Related to the Executive Session as described above. **Mayor Ambrosio Hernandez made a motion to Approve Reconvene into an Open Session to Consider ACTION, if any on the items Related to the Executive Session as described above, Mayor Oscar Montoya seconded the motion, and upon a vote, the motion was carried unanimously.**

Item #7 New & Unfinished Business

There being no further business to come before the board, Jim Darling made a motion to adjourn at 12:51 pm

Secretary Jim Darling

ATTEST:

Liza Alfaro, Recording Secretary

ITEM #4.

ADMINISTRATION

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, February 28, 2024

Item #4: Administration

A. Consider **RATIFICATION** of Executive Committee **ACTION** on the following item.

1. Approve the Cooperative Agreement between LRGVDC and Workforce Solutions on the 2023-2024 Texas Internship Initiative Program.

Staff requests Board approval for the Cooperative Agreement between LRGVDC- Valley Metro and Workforce Solutions. The internship provides an opportunity for students to participate in work experience and acquire the skills to meet the talent needs of local employers. Automotive-oriented students will be available to work 10 hours per week for a maximum of 10 weeks.

**2023-2024 TEXAS INTERNSHIP INITIATIVE
NON-FINANCIAL COOPERATIVE AGREEMENT FOR WORK SKILLS/UNPAID
WORK EXPERIENCE/INTERNSHIP
BETWEEN
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL-
VALLEY METRO (PLACEMENT ORGANIZATION)
AND
WORKFORCE SOLUTIONS**

This non-financial agreement is entered into by the Placement Organization and the Workforce Solutions.

1. AUTHORITY

The parties are authorized to enter into this non-financial agreement by Chapter 301 of the Labor Code, Part 20 TAC Chapter 811, and Chapter 22 of the Human Resources Code, which created the Community Work Experience Program.

2. PERIOD OF AGREEMENT

This agreement becomes effective on the date signed by the Workforce Solutions representative and will continue in effect until May 31, 2024. The agreement may be terminated by mutual agreement of both parties or by one party giving 30 days notice to the other party.

3. PURPOSE

- 3.1** The purpose of this agreement is to establish expectations and procedures for the provision of work skills/unpaid work experience/internship training to Workforce Solutions participants. The work skills training may be provided at the different sites operated by the Placement Organization. This training will prepare program participants for employment with this Placement Organization, but there is no guarantee of employment upon completion of the training. Texas Internship Initiative participants will be provided with a biweekly stipend.
- 3.2** Work Skills/Unpaid Work Experience/Internship is a training and work experience opportunity involving placement of program participants in positions with designated hours, tasks, and staff supervision in federal Head Start programs, state agencies (including institutions of higher education), other entities of state or local government, or for profit or non-profit private sector or nonprofit organizations or foundations. The purpose of work skills/unpaid work experience/internship is to provide participants time-limited, actual "hands-on" training and employment experience relevant to a participant's Internship Training Plan, which will be assessed on a biweekly basis. In addition to learning about specific job skills, participants also gain experience as an "employee" and learn about work place expectations and behaviors.

- 3.3** Assignments in work skills/unpaid work experience/internship will generally be limited to 100 total hours and with a maximum of 10 hours per week for each participant.
- 3.4** Participants will be assigned to work a maximum of 10 hours per week. The participant's scheduled hours will be determined by the Workforce Solutions, Consolidated Independent School Districts (CISD's), Independent School Districts (ISD's) and Placement Organization. The work skills assignment combined with other activities will be a maximum of 10 hours per week.
- 3.5** Planning and scheduling of the time frame and hours of participation in work skills/unpaid work experience/internship are based on an agreement between the Placement Organization and Workforce Solutions Center staff. The Placement Organization, Workforce Solutions, CISD's and ISD's will mutually agree upon the appropriate length of time and hours per week needed for a participant to gain work skills in the specific position.

4. WORKFORCE SOLUTIONS CENTER STAFF EXPECTATIONS

- 4.1** Workforce Solutions Center staff will provide the Placement Organization information about reporting requirements, program expectations of participants, problem resolution procedures and other procedural information that may be needed for the successful operation of this project.
- 4.2** After work experience is established for a participant, but before the participant begins the work skills/work experience/internship assignment, Workforce Solutions Center staff must discuss with the participant the expectations of the work experience assignment. The discussion should include, but is not limited to, the following:
- An overview of the work skills/work experience/internship assignment for the participant;
 - There is no guarantee of paid employment with the Placement Organization at the end of the work skills/work experience/internship assignment, but the experience and training will enhance the program participant competitiveness within the local labor market and will likely lead to employment;
 - The roles and responsibilities of the Placement Organization and the assigned supervisor;
 - The roles and responsibilities of the participant while engaged in work skills/work experience/internship assignment; and,
 - The roles of the Workforce Solutions Center staff during the work skills/work experience/internship assignment.

- 4.3** The Workforce Solutions Center has grievance procedures for resolving complaints by regular placement organization employees who complain that the work assignment of a participant violates the applicable federal regulations.
- 4.4** The Workforce Solutions Center has grievance procedures for resolving complaints by or on behalf of participants in any work-related programs and activities with respect to on-the-job working conditions.
- 4.5** Participants alleging discrimination may choose to have their complaints processed as a program dispute, as a violation of other applicable state and local laws prohibiting discrimination, or as a violation of 45 CFR parts 80, 84 and 91.

5. PARTICIPANT EXPECTATIONS

- 5.1** When the work experience assignment is established, the participant is expected to:
- _ adhere to the same work rules as paid employees;
 - _ adhere to prescribed work skills assignment hours and time frames;
 - _ ask supervisor for instruction if assignment is unclear and report to the supervisor before performing any unassigned tasks;
 - _ be cooperative and avoid causing disruptions in the work place;
 - _ dress appropriately for the job duties assigned, based on the supervisor's recommendations;
 - _ notify the supervisor, CISD's, ISD's and the Workforce Solutions Center staff if planning to resign before the placement is scheduled to end;
 - _ Consider the supervisor as the primary point of contact regarding the work skills assignment. The Workforce Solutions Center staff should be contacted if issues cannot be resolved between the Placement Organization and the participant;
 - _ abide by confidentiality requirements concerning customer information when the assigned duties provide a participant access to information regarding other Workforce Solutions Center customer or customers of other service providers where confidentiality rights are protected;
 - _ report to their assigned Workforce Center staff as agreed upon on their Internship Training Plan

6. PLACEMENT ORGANIZATION EXPECTATIONS

6.1 The Placement Organization will accept a participant referred by Workforce Center staff and agrees to:

- develop job descriptions that are relevant to paid positions in the Placement Organization or that are available in the community. The Placement Organization will also give consideration to hiring qualified participants currently or previously engaged in work skills with the Placement Organization when opportunities for employment arise;
- provide the participant an orientation consisting of the following information:
 - the name of the designated supervisor
 - a written job description, duties, goals, and expectations
 - description of the specific area of work skills assignment
 - starting date, time, and duration of work skills assignment
 - assigned schedule
 - location of work space
 - procedures for obtaining needed supplies
 - location of parking, restrooms, water fountains, break rooms, etc.
 - lunch and break schedules
 - holiday schedule, if appropriate
 - work rules
 - workplace safety
 - security and confidentiality
- provide formal or ongoing on-the-job training as appropriate to the assigned job;
- provide supervision to the participant through a designated supervisor for the duration of the work skills assignment with regular and frequent evaluation of performance;
- maintain regular contact with the Workforce Solutions center staff to enable the staff to track and monitor the participation;
- provide the same health and safety standards established under state and federal law that apply to other individuals in similar activities;
- require agreement of the participant and Workforce Center staff for assignments requiring commuting time of more than two hours or assignments requiring overnight stay;
- comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these Acts. In addition, the Placement Organization agrees to comply with Title 40, Chapter 73,

of the Texas Administrative Code. These regulations provide, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion, be excluded from participation in, or denied, any aid, care, services or other benefits provided by Federal and/or State funding, or otherwise be subjected to discrimination;

- comply with Texas Revised Civil Statutes, Article 4419b-4, Sections 5.03 and 5.04 (relating to workplace and confidentiality guidelines regarding AIDS and HIV);
- not breach customer confidentiality or release information on cases under this agreement without obtaining prior approval from the Workforce Solutions Center staff;
- not involve participants, as part of their unpaid work experience, in political campaigns, political parties or the political activities of the Placement Organization.

6.2.1 The unpaid work experience activity must not result in the displacement, including partial displacement, of any currently employed worker or position. The unpaid work experience activity must not impair existing contracts for services or collective bargaining agreements. It must not result in the employment or assignment of a participant or the filling of a position when any other person is on layoff from the same or substantially equivalent job within the same organizational unit or when an employer has terminated or otherwise reduced its work force. The work experience activity must not infringe in any way on promotional opportunities of any currently employed individual.

6.2.2 Lower Rio Grande Valley Workforce Development Board will provide liability insurance to cover any injuries the participant might incur while working at the Placement Organization.

7. REFERRAL AND FEEDBACK PROCESS

7.1 The Placement Organization will prepare a list of duties for each type of job covered in this agreement. The job description will include minimum qualifications required, training that will be provided, supervisory support, and information about the potential earnings and benefit coverage for regular employees in this position. The Placement Organization will notify Workforce Solutions Center staff of available work experience positions by sending the list of duties to the appropriate Site Director/Operations Manager. Site Director/Operation Managers will notify Workforce Solutions Center staff of the placement opportunity. Workforce Solutions Center staff will then contact the Placement Organization to open a job order and refer qualified job candidates including program participants.

7.2 The Workforce Solutions Center staff will work the job posting and match the job description on the job posting to a Workforce Solutions customer, including

the program participant, capable of performing the tasks on a regular basis, considering physical capacity, skills, experience, family responsibilities, place of residence, transportation, child care and other supportive needs.

- 7.3** The Workforce Solutions Center staff will ensure that the participant and the representative of the Placement Organization, Work Skills Agreement, to document understanding of their expectations. Additional written expectations or procedures may be attached as appropriate. The information on the form will be discussed with the participant prior to referral to the Placement Organization.
- 7.4** The Placement Organization will report biweekly training plan reflecting the hours of work for each participant to the appropriate Workforce Solutions Center staff.
- 7.5** Representatives of the Placement Organization and the Workforce Solutions Center will meet as needed to assess the activities conducted under this agreement and to make necessary adjustments to improve results.

AGREED TO:

Lower Rio Grande Valley Development Council - Valley Metro

Placement Organization Name

Regional Public Transportation Agency

Description of Placement Organization

Charitable Choices, Faith-Based, & Community-Based Services, Private For-Profit

510 S. Pleasantview Driver

Location/Physical Address

510 S. Pleasantview Drive, Weslaco, Texas 78596

Mailing Address

956-969-5761

Phone Number

Fax Number

Contact Person

Placement Organization:

Workforce Solutions:

Signature and Date

Signature and Date

Name: Manuel Cruz

Name: **Crisanta Garza**

Title: Executive Director

Title: **Senior Managing Director**

Contract Developed By:

Workforce Center

Workforce Center Staff

Workforce Site Director/Operations Manager

Lower Rio Grande Valley Development Council

Board of Directors Meeting

Wednesday, February 28, 2024

Item #4: Administration

B. Consideration and **ACTION** to Approve Request to Establish the Regional Mobility Advisory Committee (RMAC) for Regional Transit Authority Research & Designation Purposes.

In the January 2024 Board of Directors meeting, the suggestion emerged to establish a committee for the Lower Rio Grande Valley Development Council. This committee will oversee research and initiatives aimed at creating a new legislative bill for the formation of a Regional Transit Authority in the Rio Grande Valley. The approval of this proposal represents the initial phase, with the appointment of select members nominated by the Board of Directors scheduled for consideration in the following month."

ITEM #4. D.

ADMINISTRATION

EXECUTIVE

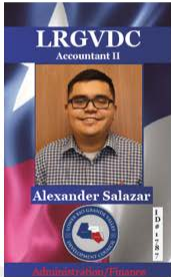
DIRECTOR

REPORT

New Staff Members and Promotions



Rebecca Cabrera
Accountant III
Finance Department



Alexander Salazar
Accountant II
Finance Department

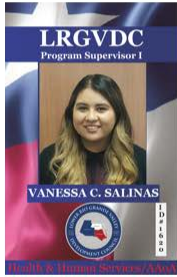


Promoted
Javier Salazar
System Support
Specialist III
Public Safety RGV

011



Promoted
Hector Martinez
Accounting Technician II
Transportation/Valley
Metro



Promoted
Vanessa Salinas
Program Supervisor I
Health & Human
Services/AAoA



Promoted
Zulma Martinez
Program Supervisor I
Health & Human
Services/AAoA

ITEM #5. A.

**COMMUNITY
&
ECONOMIC
DEVELOPMENT**

Lower Rio Grande Valley Development Council
Board of Directors Meeting
Wednesday, February 28, 2024

Item #5: Department Action Item

A. Community & Economic Development:

1. Consideration and **ACTION** to Approve the Transfer the Explore RGV Resources to the RGV Partnership for the Continuation of Promoting the RGV Region.

Explore RGV Website:

The LRGVDC was awarded a grant by the U.S. Economic Development Administration (EDA) to enhance the area's destination and fixed assets to spur investment through increased tourism, local amusement, and job creation through the utilization of Explore RGV Website, mobile application, and digital media.

Since its development, several updates have been done and in January 2024 the latest updates are being conducted and should be finalized by March 2024.

In 2023, the Rio Grande Valley Partnership themed their 2023 Economic Summit as "One Region, One Voice" and they believe the Explore RGV website could only enhance their efforts.

The LRGVDC has met with the RGV Partnership regarding a request for the use of the Explore RGV Website for their tourism activities. A Memorandum of Agreement is being drafted for legal review and will be brought for board approval when finalized.

Lower Rio Grande Valley Development Council Board of Directors Meeting

February 28, 2024

Item #5: Department Reports

A. Community & Economic Development

Program Status Reports

- Economic Development Administration

Explore RGV Website: The LRGVDC has met with the RGV Partnership regarding a request for the use of the Explore RGV Website for their tourism activities. A Memorandum of Agreement is being drafted for legal review and will be brought for board approval when finalized.

Updating CEDS (Comprehensive Economic Development Strategies) - Staff are working on updating the CEDS and will be conducting surveys, and public meetings to review & present the identified economic development strategies. Staff will be reaching out and utilizing the C&ED advisory committees: Solid Waste Advisory Committee (SWAC), Regional Small Cities Coalition (RSCC), Regional Water Resource Advisory Committee (RWRAC), including stakeholders and community members. A survey is being developed and will be released soon. Be on the lookout! We look forward to your feedback.

EDA has published Fiscal Year 2023 Public Works and Economic Adjustment Assistance (PWEAA) Notice of Funding Opportunity (NOFO), [Notice of Funding Opportunity \(grants.gov link\)](#). Public Infrastructure & Economic Adjustment Assistance key elements:

- EDA's standard project Application
- Funds planning, construction, and land acquisition
- Cost share can be 80% grant / 20% non-federal match
- Cost share can vary depending on (1) the 24-month unemployment rate and (2) per capita income
- Examples of projects funded:
 - Industrial Park infrastructure (water, sewer, utilities, roadway)
 - Entrepreneurial programs (business incubators/RLF)
 - Quality of life project (nature center)

There are no application submission deadlines and applications will be accepted on an ongoing basis. Visit the following links for more information on this funding opportunity, [Public Works](#), [Economic Adjustment Assistance](#).

Staff are available to provide technical assistance, project development, and grant administration on EDA proposals and projects. For any assistance or information on EDA in general, contact the Community & Economic Development Department.

Staff also serve as the regional point of contact for the Economic Development Administration (EDA) and will continue to disseminate information accordingly. Staff also continues to coordinate efforts with other governmental entities on their economic development related activities to maximize benefits of all projects and objectives for the region and avoid any duplication of efforts and resources. For more information and resources on EDA's funding opportunities, visit <https://sfgrants.eda.gov/s/>.

- Regional Small Cities Coalition (RSCC)

A virtual RSCC Meeting is scheduled for April 23, 2024, at 10:00 AM. The Texas Water Development Board (TWDB) will be presenting at this meeting and will speak about funding opportunities.

Staff continue to disseminate vital information to small cities via email. If you have questions, you may contact Brenda Salinas bsalinas@lrgvdc.org

- Community & Economic Development Assistance Fund

Staff continue to carry out specified technical assistance activities to TxCDBG eligible localities within our operating region, to ensure program compliance. Staff continue to disseminate program information to keep TxCDBG eligible communities informed of information, promote Fair Housing, provide support to the Unified Scoring Committee (USC) member, and host any grant kick off meetings to award communities.

Upcoming Activities:

- April, USC Meeting in San Antonio
- May, Host Public Meeting for Discussion and Establish Regional Project Priorities and
- Regional Kick-off Meeting (for CDBG awarded communities)

For more information and resources on the Texas Department of Agriculture (TDA) funding opportunities, visit our Community Development webpage at <http://www.lrgvdc.org/community.html>, under the CDBG Rural for Texas tab.

- Solid Waste Management Program:

The FY 2024/2025 Regional Solid Waste Grant has closed and the applications that are administrative complete will be scored and ranked at the in person Solid Waste Advisory Committee meeting held on March 5, 2024, at 10:00 AM at the LRGVDC Ken Jones Board Room Bldg. B 301 W. Railroad Weslaco, Texas 78596. During the FY 2022/2023 Solid Waste funding, City of Mission was funded for the Recycling Drop off Center and their Ribbon cutting will be on February 29, 2024, at 9:30 AM.



Staff continue to provide technical assistance, outreach, and monitoring for all Solid Waste Projects. Information about the Solid Waste program is available at www.lrgvdc.org/solidwaste.html.

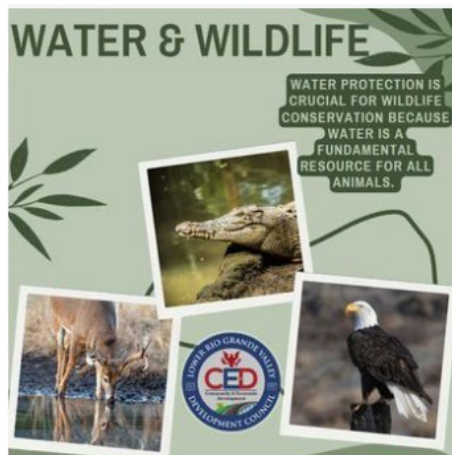
The Assistant Director of Community & Economic Development presented at the bi-annual Texas Association of Regional Councils (TARC) on February 7, 2024. The presentation was on the local Recycling Stand Alone Facilities funded through the SW program.



- Water Quality Program

Staff continue to educate the public on water quality issues with monthly themed Facebook posts. Give a thumbs up or leave a comment! Outreach efforts for this program include staff attending in-person events, and or in partnership of the AAA department. This allows for great C&ED program promotion opportunities for the community. Informational reading material and promotional items on water quality are distributed at these events.

January Messages:



February Messages:



Staff also continues to regularly communicate with representatives from the Texas Commission on Environmental Quality (TCEQ) as well as other entities involved in water quality initiatives to strengthen partnerships and generate further activities related to water quality and to highlight the importance of it to the region.

Visit our Water Resource webpage at: <https://www.lrgvdc.org/water.html>

- Regional Water Resource Advisory Committee (RWRAC)

A Regional Water Resource Advisory Committee (RWRAC) hybrid meeting is scheduled for March 20, 2024, at 2:00 PM. Meeting link can be found on the LRGVDC Events Calendar.

The LRGVDC is soliciting nominations for a RWRAC committee member to serve in the **Special Purpose District – Irrigation Category**. Each nominee will be selected based upon their qualifications, experience, and interest. The purpose of the advisory committee is to educate, promote, foster, and coordinate community and regional planning efforts on the environmental, economic, and other social impacts of existing, new, or proposed regulations, policies, and control regarding water resources management. If you have any questions about the nominations process or committee, please contact Melisa Gonzales-Rosas. Nomination forms need to be emailed to vramos@lrgvdc.org, by March 1, 2024.

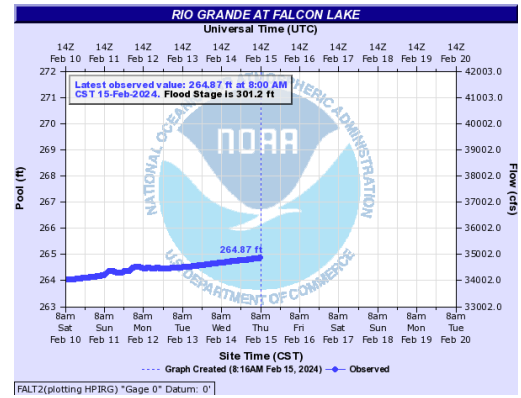
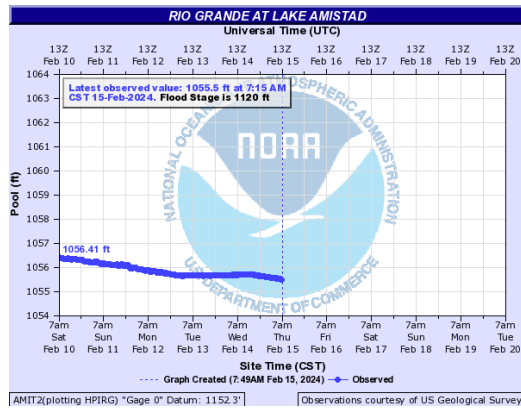
Staff continue to support, provide technical assistance, outreach, and administer water projects. Information about water resources is available at <https://www.lrgvdc.org/water.html>

- Rio Grande Regional Water Planning Group (Region M)

The Region M Group meeting was held on March 7, 2024, at 9:30 am. The meeting information can be found on the Region M website.

For more information on Region M, please visit website:
<http://riograndewaterplan.org>

- Reservoir Levels as of February 15, 2024.



ITEM #5. B.

**HEALTH
&
HUMAN SERVICES**

Lower Rio Grande Valley Development Council
Board of Directors

Wednesday, February 28, 2024

Item #5: Department Reports

B. Health & Human Services

Area Agency on Aging Program Action Item.....Margarita Lopez, Director

1. Consideration and **ACTION** to Approve the Renewal Membership Applications for the Citizens Advisory Council. The following members submitted their application for re-appointment:

- Maria C. Garza (Connie)
- Dr. Kendra M. Stine
- Rogelio Fuentes
- Noe Portillo
- Rose Timmer
- Christina Botello
- Dr. Sudershan Pasupuleti
- Armando Garza
- Debra Lachico
- Dr. Lin Jiang
- Cesar Merla

All appointments will span a duration of three (3) years.

Lower Rio Grande Valley Development Council
Board of Directors

Wednesday, February 28, 2024

Item #5: Department Reports

B. Health & Human Services

Area Agency on Aging Program Status Report

Please find attached the report detailing the Area Plan for 2024 through 2026, as approved by the Department of Health and Human Services (HHS).

As an upcoming event, we are pleased to announce that we will be hosting the ADRC Second Annual LIIFE (Leadership, Inclusion, Independence, Family Support, and Empowerment) Conference on 3/19/2024 from 9:00 AM to 3:30 PM at 301 W. Railroad St., Weslaco, TX 78596.



**THE AGING AND DISABILITY RESOURCE
CENTER PROUDLY PRESENTS:**

2024 LIIFE CONFERENCE

**LEADERSHIP - INCLUSION - INDEPENDENCE
FAMILY SUPPORT- EMPOWERMENT**



TUESDAY MARCH 19, 2024



09.00 AM - 03.30 PM



**LRGVDC
301 W RAILROAD ST,
WESLACO, TX 78596**

CONTACT US



(956) 682 - 3481



WWW.LRGVDC.ORG

REGISTER NOW



This document represents the Area Agency on Aging's and the Aging and Disability Resource Center's report for FY 2024, encompassing data for January 2024.

- **Direct Consumer Services Report – Care Coordination January 2024**
 - The Care Coordination Program serviced a total of 126 new clients.
 - A total of 367 individuals were provided with case management assistance.

Direct Consumer Services	Total New Clients	Total Clients Serviced
Care Coordination Services	126	367
Health Maintenance Services Assistance paying for medication, durable medical equipment, and other medical supplies.	50	62
Homemaker Services Temporary assistance with light housekeeping duties such as cleaning, laundry, and meal preparation.	27	70
Transportation Services Assistance with transportation services to medical, rehabilitation, and dialysis appointments.	1	1
Residential Repair Services Assistance with home modifications such as grab bars, ADA commodes, ramps, widening of doorways, and tub removals.	29	29

- **Direct Consumer Services Report – Caregiver Support January 2024**
 - The Caregiver Support Program serviced a total of 47 new clients.
 - A total of 223 individuals were provided with case management assistance.

Direct Consumer Services	Total New Clients	Total Clients Serviced
Caregiver Support Services	47	223
Respite In-Home Services Provide relief to the caregiver and includes personal care such as bathing, grooming, dressing, transferring, and light housekeeping duties.	34	133
Health Maintenance Services Assistance paying for medication, durable medical equipment, and other medical supplies.	15	16

- **Direct Consumer Services Report – Community Development Block Grant January 2024**
 - The CDBG Program serviced a total of 6 new clients.
 - A total of 6 individuals were assisted with health maintenance services under the Community Development Block Grant Program.

Direct Consumer Services	Total New Clients	Total Clients Serviced
Community Development Block Grant Health Maintenance Services Assistance paying for medication, durable medical equipment, and other medical supplies.	6	6

- **Direct Consumer Services Report – Interest List January 2024**

- As of February 8th, 2024, 1,542 individuals have expressed interest in our services through the Area Agency on Aging. The increased demand is attributed to ongoing outreach and collaborative efforts across the Rio Grande Valley.

Direct Consumer Services Interest List	
Health Maintenance Services	291
Homemaker Services	480
Residential Repair Services	444
Transportation Services	46
Respite In-Home Services	281
Grand Total	1,542

- **Nutrition Program Report: January 2024**

- Program successfully enrolled 146 new clients into the Home Delivered Meals program and delivered 37,745 meals.
- Successfully enrolled 110 new clients into the Congregate Meals program.
- Successfully served 8,735 Congregate meals.

Meals Program	Total New Clients	Total Meals Served
Home Delivered Meals	146	37,745
Congregate Meals	110	8,735

- **Senior Center Operations Report – January 2024**

- Program successfully enrolled 254 new clients.
- Senior Centers conducted 23,268 activities with their clients.

Senior Center Operations	
Total New Clients	254
Congregate Meals	23,268

Special Services Report

- **Benefit Counselors Program – January 2024**

- Achieved the enrollment of 121 new clients and established 147 contacts.

Benefit Counselors	Total New Clients	Total Contacts
HICAP Awareness	11	11
HICAP Assistance	33	42
MIPPA	29	35
Legal Awareness	12	12
Legal Assistance	36	47

***HICAP:** Health Insurance Counseling and Advocacy Program

***MIPPA:** Medicare Improvement for Patients and Providers Act

- **Care Transition Intervention (CTI) Report – January 2024**

- During the 1st quarter, the Care Transition Intervention (CTI) coaches successfully enrolled 85 new clients.
- They made 212 contacts across a total of five hospitals within the tri-county area.

CTI Coaches	Total New Clients	Total Clients Served
January 2024	85	212

*5 Hospitals: Valley Baptist Medical Center, Harlingen Medical Center, Knapp Medical Center, Rio Grande Regional Hospital, and Mission Regional Medical Center

- **Ombudsman Program Report – January 2024**

- The Ombudsman handled 27 complaints, successfully resolving 23 cases, with the remaining 4 not found to have a valid cause.
- They dedicated 74.08 activity hours and recorded 92 activity totals.
- The volunteers collectively contributed 21.58 in-kind hours.

Ombudsman					
Month	Total Volunteer Hours	Total Activity Hours	Total Activities	Total Investigated Complaints	Total Cases
January 2024	21.58	74.08	92	27	23

Aging and Disabilities Resource Center

- **Information Referral & Assistance Report – January 2024**

- The intake team had a total of 530 interactions via phone lines, walk-ins, emails, and faxes. Staff identified a total of 1 individual with unmet services as a result of passing away.
- Engaged with 496 individuals, 456 individuals were 60 years of age and above, 31 individuals were 59 years of age and below, 480 are individuals with a disability and 27 are veterans.
- The top five requested services were Respite Services, Homemaker Services, Benefit Counseling, Health Maintenance, and Residential Repairs.

IR&A Interactions	
1-800 AAA	73
1-855 ADRC	11
(956) 682-3481	124
(956) 412-0958	107
Walk-ins	10
E-mails	152
Fax	7
Follow ups	46
Total Interactions	530

Consumer Age Group	
Consumers 60+	456
Consumer 59 and below	31
Total Consumers	496

Consumer Demographics	
Consumers with a Disability	480
Veterans	27

Unmet Needs	
Total Consumers	1

Top Call Topics	
Respite Services	92
Homemaker Services	87
Benefit Counseling	62
Health Maintenance	59
Residential Repairs	49

● **ADRC Benefits Counseling Report – January 2024**

- Assisted 15 consumers with MIPPA, HICAP, and Legal Assistance cases.
- Engaged with 100 individuals, 13 individuals were 60 years of age and above, 87 individuals were 59 years of age and below.
- During outreach activities interacted with 14 individuals with a disability and 3 individuals with a Caregiver.

Consumers Assisted	
Consumers Assisted	15

Outreach Events	
Total Events Attended	7

Outreach Consumer Age Group	
Consumers 60+	13
Consumers 59 and below	87
Total Consumers	100

Outreach Consumer Demographics	
Consumers with a Disability	14
Veterans	0
Consumer with a Caregiver	3

● **ADRC Benjamin Rose Institute Care Consultant Report – January 2024**

- Actively participated in 14 events, meetings, and coalitions reaching a total of 366 individuals, 12 were 60 years of age and above, 354 individuals were 59 years of age and below.
- During outreach activities interacted with 3 individuals with a disability and 25 veterans.

Outreach Events	
Total Outreach Events	14

Outreach Consumer Age Group	
Consumers 60+	12
Consumers 59 and below	354
Total Consumers	366

Outreach Consumer Demographics	
Consumers with a Disability	3
Veterans	25
Consumer with a Caregiver	0

- **ADRC Housing Navigator Report – January 2024**

- Assisted 3 consumers with housing inquiries, offering tailored resources, showcasing the agency's excellence, and providing valuable support to community members facing housing challenges.
- Actively participated in 6 events, meetings, and coalitions engaging with 77 individuals, 14 individuals were 60 years of age and above, 63 individuals were 59 years of age and below.
- During outreach activities interacted with 40 individuals with a disability, 63 Veterans, and 1 individual with a Caregiver.

Housing Intakes Total	
Cameron County	0
Hidalgo County	3
Willacy County	0
Total Housing Intakes:	3

Outreach Events	
Total Outreach Events	6

Outreach Consumer Age Group	
Consumers 60+	14
Consumers 59 and below	63
Total Consumers	77

Outreach Consumer Demographics	
Consumers with a Disability	40
Veterans	48
Consumer with a Caregiver	1

- **ADRC Respite Services Report – January 2024**

- Actively participated in 4 events, meetings, and coalitions.
- During outreach activities interacted with 42 individuals, 1 individual was 60 years of age and above, 41 individuals were 59 years of age and below.

Outreach Events	
Total Outreach Events:	4

Outreach Consumer Age Group	
Consumers 60+	1
Consumers 59 and below	41
Total Consumers	42

- **ADRC Special Initiatives Report – January 2024**

- Actively participated in 14 events, meetings, and coalitions engaging with 137 individuals, 59 individuals were 60 years of age and above, 78 individuals were 59 years of age and below.
- During outreach activities interacted with 9 individuals with a disability, 13 Veterans, and 2 individuals with a caregiver.

Outreach Events	
Total Events	14

Outreach Consumer Age Group	
Consumers 60+	59
Consumer 59 and below	78
Total Consumers	137

Outreach Consumer Demographics	
Consumers with a Disability	9
Veterans	13
Consumer with a Caregiver	2

ITEM #5. C.

PUBLIC SAFETY

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, February 28, 2024

Item #5: Department Reports

C. Public Safety

Program Action Item Cesar Merla, Assistant Director

1. Consideration and **ACTION** to approve the Resolutions for Statewide Emergency Radio Infrastructure for the calendar years of 2024-2026.

As part of the Public Safety, Homeland Security Grant Divisions (HSGD) grant guidelines for 2024 Statewide Emergency Radio Infrastructure (SERI) funding, applications from nonprofit organizations, local governments, and other political subdivisions must include a resolution that contains specific information, such as authorization by its governing body for the submission of the application to HSGD. Upon approval, the resolution(s) will be uploaded in eGrants on or before the grant deadline of March 14.



Lower Rio Grande Valley Development Council

Mayor Norma Sepulveda, Harlingen..... President
 Mayor Norie Gonzalez Garza.....1st Vice President
 Judge Aurelio Guerra, Willacy County.....2nd Vice President
 Mr. Jim Darling, Member-at-Large.....Secretary
 Mayor John Cowen, Jr., Brownsville.....Treasurer

BOARD MEMBERS

David A. Garza
 Commissioner, Cameron County

Ellie Torres
 Commissioner, Hidalgo County

J.R. Garza
 Mayor, Alamo

Ramiro Garza
 Mayor, Edinburg

Betty Rodriguez
 Commissioner, La Villa

Mike Carter
 Mayor, Laguna Vista

Jaime Gonzalez
 Mayor, Los Indios

Javier Villalobos
 Mayor, McAllen

Oscar D. Montoya
 Mayor, Mercedes

Ambrosio "Amos" Hernández
 Mayor, Pharr

Edward Gonzales
 Commissioner, Raymondville

Ricardo "Rick" Guerra
 Mayor, San Benito

Marco "Markie" Villegas
 Commissioner, San Juan

Veronica Gonzales
 UT Rio Grande Valley

Paul Hernandez
 South Texas College

Cledia Hernandez
 Texas State Technical College

Troy Allen
 Delta Lake Irrigation District

Ronald Mills
 Willacy County Navigation District

Eleazar Garcia, Jr.
 Member-at-Large

Ann Williams Cass
 Member-at-Large

Lupita Sanchez Martinez
 Grassroots Organizations

EXECUTIVE DIRECTOR
 Manuel "Manny" Cruz

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

REGIONAL HOMELAND SECURITY PROJECT

RESOLUTION 2024 STATEWIDE EMERGENCY RADIO INFRASTRUCTURE

WHEREAS, The LRGVDC Board of Directors, Governing Body finds it in the best interest of the local governments and the citizens of the LRGVDC Region, that the Regional Homeland Security Planning be operated from 09/01/2024-08/31/2026; and

WHEREAS, The LRGVDC Board of Directors agrees that in the event of loss or misuse of the Office of the Governor funds, The LRGVDC Board of Directors assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, The LRGVDC Board of Directors designates the LRGVDC Executive Director as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The LRGVDC Board of Directors approves the submission of the grant application for the Regional Homeland Security Planning Project – 2024 Statewide Emergency Response Radio Infrastructure (SERI) to the Office of the Governor's, Homeland Security Grant Division.

Passed and approved this 28th day of February 2024.

Signed by:

 The Honorable Norma Sepulveda, LRGVDC President

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, February 28, 2024

Item #5: Department Reports

C. Public Safety Cesar Merla, Assistant Program Director

Criminal Justice Program

- Staff attended the Texas Association Regional of Councils Conference (TARC) on February 6th – 9th at the Hilton Austin Airport, Austin, TX.
- Staff hosted the Criminal Justice Advisory Committee meeting on February 14th in the Ken Jones Executive Boardroom.
- Staff attended the Federal Resources webinar for K-12 Webinar for Security Threats and Incidents on February 20, 2024.
- Staff attended the VOISE Partner Virtual Call on Religious Observance and Security Briefing on February 21, 2024.
- Staff hosted the Ready RGV Conference Committee meeting on February 22, 2024, in the LRGVDC Ken Jones Executive Boardroom.

Homeland Security Program

- Staff hosted the Homeland Security Advisory Committee meeting on February 1, 2024, in the LRGVDC Ken Jones Executive Boardroom.
- Staff attended the Texas Association Regional of Councils Conference (TARC) on February 6th – 9th at the Hilton Austin Airport, Austin, TX.
- Staff attended the LEPC Emergency Planning Committee meeting on February 14, 2024, at Cameron County/Brownsville, TX.
- Staff attended the LEPC Emergency Planning Committee meeting on February 15, 2024, at the Hidalgo County/Center for Education and Economic Development Mission, TX.
- Staff attended the virtual FY 2024 Homeland Security Targeted Violence and Terrorism Prevention webinar on February 15, 2024

- Staff attended the virtual FEMA Nonprofit Security Grant Program webinar on February 16, 2024
- Staff attended the virtual quarter-one meeting for the Texas Critical Infrastructure working group on February 20, 2024.
- Staff hosted the Regional Response Group meeting on February 22, 2024, in the LRGVDC Ken Jones Executive Boardroom.
- Staff hosted the Ready RGV Conference Subcommittee Planning #4 meeting on February 22, 2024, in the LRGVDC Ken Jones Executive Boardroom
- Staff hosted the Texas Department of Emergency Management (TDEM) Region meeting on February 22, 2024, in the Ken Jones Small Boardroom.
- Staff hosted the third Rio Grande Valley Regional Response Group meeting on February 22, 2024.
- Staff attended the Rio Grande Valley Disaster Ready Expo on February 23, 2024, at the South Texas College (Mid-Valley Campus) in Weslaco.
- Staff attended the UTRGV/ Texas TRIO Association 2024 College and Community Fair on February 24, 2024, at the McAllen Convention Center in McAllen, TX.
- Staff attended to observe the two-day exercise of Operation Nobleman Response hosted by the US Army North Evaluation Team. The exercise took place on February 27 and 29, 2024.

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday February 28, 2024

Department Reports

C. Public Safety

LOWER RIO GRANDE VALLEY ACADEMY

Program Action Item..... Javier Solis Asst. Director

1. Consideration and **ACTION** to Approve the newly created LRGVDC Interlocal Agreement Template for Texas Commission on Law Enforcement Training Reporting

The Lower Rio Grande Valley Academy currently reports training to the Texas Commission on Law Enforcement (TCOLE) for multiple Law Enforcement Agencies in the region.

This need is further expanding as more agencies are required to report training under the Texas 88th Legislative Session.

A new Interlocal Agreement was created to better define the roles of the parties entering the agreement set forth by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

**INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL**

&

(LAW ENFORCEMENT AGENCY)

FOR TEXAS COMMISSION ON LAW ENFORCEMENT (TCOLE) TRAINING REPORTING

This Interlocal Agreement (the “Agreement”) is entered into by and between the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (“LRGVDC”), a regional council of government and political subdivision of the State and the **(COUNTY or CITY) OF** _____ TEXAS, (“COUNTY or CITY”), By and Through The **(LAW ENFORCEMENT AGENCY)** (the “AGENCY”) regarding the purposes of reporting training through TCOLE under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). The City and the LRGVDC are collectively referred to herein as the “Parties” and are each a “Party”.

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS the Lower Rio Grande Valley Academy (the “LRGV Academy”) as a division of the LRGVDC is tasked with representing the Rio Grande Valley and supporting law enforcement agencies with almost 50 years of experience administering training resources and programs for the development of qualified law enforcement officers throughout the region; and

WHEREAS the LRGV Academy utilizes a wide variety of law enforcement instructors to provide a comprehensive, diverse academy, incorporating the expertise of some of the finest training officials in the region; and

WHEREAS LRGVDC and **(LAW ENFORCEMENT AGENCY)** have agreed to cooperate with each other for the performance of governmental functions and provide training, in-service police training for the **(LAW ENFORCEMENT AGENCY)** law enforcement officers, other area law enforcement officers, and prospective peace officer candidates; and

WHEREAS the LRGVDC, for the purposes of performing functions of law enforcement through its REGIONAL ACADEMY has a Law Enforcement Academy with a TCOLE Agency Number (TCOLE REPORTING); and

WHEREAS the **(LAW ENFORCEMENT AGENCY)** has a need for training and TCOLE REPORTING, when the **(LAW ENFORCEMENT AGENCY)** provides other entities training,

which will be utilized in the service of crime prevention and for law enforcement purposes, such as training; and

WHEREAS the LRGVDC and **(LAW ENFORCEMENT AGENCY)** are in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS the LRGVDC and **(LAW ENFORCEMENT AGENCY)** have heretofore entered into this Agreement providing for TCOLE REPORTING of **(LAW ENFORCEMENT AGENCY)** for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies, express their mutual commitment to the service of law enforcement purposes and provision of the training programs, the LRGVDC and **(LAW ENFORCEMENT AGENCY)** hereby agree as follows:

The Lower Rio Grande Valley Academy is a contractual training provider for the Texas Commission on Law Enforcement to serve as the Regional Law Enforcement Training and Education provider throughout the counties of Cameron, Hidalgo, and Willacy.

The Lower Rio Grande Valley Academy manages operational requirements and training curriculum standards as per a TCOLE contractual agreement. The Lower Rio Grande Valley Academy maintains the right to review or modify, as needed, training calendars, curriculums, lesson plans, and/or adjunct instructors by TCOLE requirements.

1. **REPORTING:** the Lower Rio Grande Valley Academy will report training to TCOLE for the **(LAW ENFORCEMENT AGENCY)** related to law enforcement purposes under the following terms and conditions outlined below.
2. **IN CONSIDERATION OF TCOLE REPORTING:** To the extent permitted by state and federal law and regulations, and applicable policies, directives, guidelines and/ or rules, the **(LAW ENFORCEMENT AGENCY)** farther agrees to the following:
 - A. to provide at least a two week advance notice of any classes to be held by the AGENCY unless otherwise approved by the LRGV Academy Coordinator.
 - B. to provide all training at NO COST to the students.
 - C. to abide by the Lower Rio Grande Valley Academy Rules and Regulations attached hereto and incorporated by reference as **Exhibit "A"**.
 - D. to provide for all classes facilitated by the Agency both a legibly written sign-in roster with PID numbers as well as a typed Lower Rio Grande Valley Academy TCOLE Report of Training Form attached hereto and incorporated by reference as **Exhibit "B"** and will submit a copy of said

forms to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes.

- E. to provide a list of clearly defined and spelled out learning objectives to the students prior to the commencement of the class and will submit a copy of said objectives to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes for any class facilitated by the Agency.
- F. to provide, for any class facilitated by the AGENCY, a concise, up to date, easy to follow lesson plan to include any tests along with test answer key or a skills assessment evaluation and final score sheet and will submit a copy of said documents to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes.
- G. to provide, for any class facilitated by the AGENCY, an updated instructor bio-sketch and will submit a copy of said bio-sketch to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes.
- H. to provide, for any class facilitated by the AGENCY, a typed Lower Rio Grande Valley Academy Score Sheet attached hereto and incorporated by reference as **Exhibit "C"** and will submit a copy of said Score Sheet to the LRGV Academy Coordinator within 10 business from the end date of the class for TCOLE filing purposes.
- I. to provide, for any class facilitated by the AGENCY every student in every class, a completed Lower Rio Grande Valley Academy Course/Instructor Evaluation form attached hereto and incorporated by reference as **Exhibit "D"** and will submit copies of said evaluations to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes.
- J. to provide a mishap and medical emergency plan to the LRGV Academy Coordinator, prior to the commencement of any class or training involving the usage of firearms or having the risk of potential bodily or serious bodily injury and or death to any participant including but not limited to instructors, spectators, auditors, and students. The Agency further agrees to have a medical kit on site which shall include bleed control medical adjuncts whenever such classes or training is facilitated by the Agency.
- K. to promptly notify as soon as practicable to the LRGV Academy Coordinator of any incidents involving any damage to LRGVDC property,

complaints, disputes, injury, or death which may result from any training or class facilitated by the Agency.

- L. to allow the Lower Rio Grande Valley Academy Coordinator or his/her designee unfettered access to classes and/or record related to classes facilitated by the AGENCY for compliance and auditing purposes.
- M. that the TCOLE Agency Number is assigned, and proprietary to LRGVDC and Lower Rio Grande Valley Academy and TCOLE REPORTING is subject to the policies, rules and procedures established by the LRGVDC.
- N. that TCOLE REPORTING shall be solely used for the law enforcement purpose of reporting training.
- O. **(LAW ENFORCEMENT AGENCY)** hereby acknowledges and agrees that failure to comply with any of the terms of this agreement, and or any rule or policy incorporated herein by reference, shall result in the termination of this agreement, including further TRAINING and TCOLE REPORTING.
- P. To the extent permitted under the Constitution and the laws of the State of Texas, **(LAW ENFORCEMENT AGENCY)** shall be solely responsible for any injuries or damages to persons arising out of the acts or omissions of its employees and shall maintain liability insurance coverage for any such loss. Proof of the same shall be provided to Lower Rio Grande Valley Academy prior to any TCOLE REPORTING.

II. Findings

2.1 The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved this Agreement by their respective entities, and that this Agreement will be in full force and effect when executed by all Parties.

III. RESPONSIBILITIES/DUTIES

3.1 LRGVDC will:

- A. Schedule and coordinate when **(LAW ENFORCEMENT AGENCY)**, facilities or equipment are utilized in the training activity.

- B. Utilize Lower Rio Grande Valley Academy instructional staff, facilities, equipment and support staff, as appropriate and available and with advanced notice, when **(LAW ENFORCEMENT AGENCY)** instructors, facilities or equipment are not utilized in the training activity.
- C. Provide reporting of applicable training activities to Texas Commission on Law Enforcement upon submission of competent documentation including sign-in rosters, learning objectives, lesson plans, instructor bio-sketch, instructor evaluations, course evaluations, testing instrument, test key, all applicable handouts provided, and or any documents related to the course at the request of Training Coordinator.
- D. Provide supervision of all instructors while conducting training functions of the Lower Rio Grande Valley Academy.
- E. Advertise upcoming classes facilitated by **(LAW ENFORCEMENT AGENCY)** on the live online LRGV Academy Police Training Calendar via the LRGV Academy website.
- F. The LRGV Academy Training Coordinator will:
 - (1) ensure compliance with commission rules and guidelines for any class facilitated by **(LAW ENFORCEMENT AGENCY)** under the terms of this agreement.
 - (2) prepare, maintain, and submit the following reports to TCOLE within the time frame specified:
 - (A) reports of training
 - within 30 days of completion for any class facilitated **by (LAW ENFORCEMENT AGENCY)** under the terms of this agreement.
 - (B) self-assessment reports as required by the commission.
 - (C) any other reports or records as requested by the commission.
 - (3) maintain course training files for a period of 5 years. At a minimum, training files shall contain:
 - (3.1) complete lesson plan to include tests and answer keys or a skills assessment score sheet documenting proficiency in skills taught throughout the class.
 - (3.2) clear learning objectives.
 - (3.3) instructor biography indicating subject matter expertise and teaching experience.
 - (3.4) approved class roster and original sign-in sheet; and a multi-day sign in sheet for any classes extending beyond a one-day class. Multi-day sign-in sheets shall include the days when the class was taught and will

at very minimum show individual student initials for each day of class attended.

(3.5) course and instructor evaluation for each student in the class.

(3.6) student scoresheet or skills assessment sheet which shall at the very minimum document a pass or fail score.

(3.7) Final TCOLE roster upon submission of training hours.

(4) receive all commission notices on behalf of the training provider and forward each notice to the appointing authority.

(5) provide the opportunity to transfer lesson plans, learning objectives, media visual training material and all handouts to **(LAW ENFORCEMENT AGENCY)** for any class facilitated under the terms of this agreement.

3.2 **(LAW ENFORCEMENT AGENCY)** will:

- A. Provide the LRGV Academy, at no cost, two seats for any class facilitated by the **(LAW ENFORCEMENT AGENCY)** if so, requested by LRGV Academy.
- B. Provide whenever possible and with advanced notice on-hand instructional equipment and facilities as may be requested by the Lower Rio Grande Valley Academy for use in any LRGV Academy Basic Peace Officer Course or in service training at no cost to the LRGV Academy.
- C. Provide whenever possible and with advanced notice certified **(LAW ENFORCEMENT AGENCY)** firearms instructors approved by both **(LAW ENFORCEMENT AGENCY)** and the Lower Rio Grande Valley Academy to provide instruction at a firing range designated by Lower Rio Grande Valley Academy whenever the need arises.
- D. Ensure the instructors teaching any class facilitated by the Agency are qualified under TCOLE regulations to include subject matter expertise and will abide by the following:
 - (1) hold a valid instructor license.
 - (2) certificate; or
 - (3) be designated, in writing, as a subject matter expert in the course by the training coordinator.
 - The instructor is responsible for:
 - (1) ensuring compliance with commission rules and guidelines.

- (2) preparing, maintaining, and submitting reports of training to the LRGV Academy Training Coordinator within 10 business days from the end date of the class, unless otherwise approved by Training Coordinator
- (3) the administration and conduct of each course taught.
- (4) at a minimum, providing a complete lesson plan, clear learning objectives, instructor biography, approved class roster and original sign-in sheet/daily roster, course evaluation, students' completed testing instrument, test key, all applicable handouts, make up assignments, and any memos when there is an inconsistency with the documentation provided to the training coordinator for the training file.
- (5) enforcing all attendance and other standards set by the commission or the training advisory board.
- (6) maintaining the discipline and demeanor of each student during class.
- (7) distributing or presenting learning objectives to all students at the beginning of each course.
- (8) ensuring that all learning objectives are taught; and
- (9) ensuring examinations are proctored or supervised to have fair, honest results.

- E. Provide the LRGV Academy a signed Release of liability Waiver and Assumption of Liability form, for every student, absolving the Lower Rio Grande Valley Academy and the LRGVDC of liability for any issue arising as a result of students participating in the class.

IV. Binding Effect; Benefiting Parties

4.1 This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assigned, in whole or in part, by either Party without first obtaining the written consent of the other Party.

4.2 This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

V. Governmental Functions; Liability; No Waiver of Immunity or Defenses

5.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

5.1.1 The services provided for herein are governmental functions, and the Lower Rio Grande Valley Academy and the **(Agency Government Entity)** shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

5.1.2 The relationship of the Lower Rio Grande Valley Academy and the **(Agency Government Entity)** shall, with respect to that part of any service or function undertaken because of or pursuant to this Agreement, be that of independent contractors.

5.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures', or any other similar such relationship between the Parties.

5.2 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the **(Agency Government Entity)** nor the LRGVDC shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

5.3 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, council members, officers, employees, and agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

5.4 The LRGVDC agrees to hold the **(LAW ENFORCEMENT AGENCY)** and the **(City or County) of _____**, Texas, harmless from any and all claims arising out of acts or omissions of the Lower Rio Grande Valley Academy during any Basic Peace Officer Academy or police in-service training classes and activities.

5.4.1 The **(LAW ENFORCEMENT AGENCY)** agrees to hold the Lower Rio Grande Valley Development Council harmless from any and all claims arising out of acts or omissions of **(LAW ENFORCEMENT AGENCY)** during any Basic Peace Officer Academy or police in-service training classes or activities.

5.4.2 This section does not apply to, nor has any effect in, Workers Compensation claims filed against either party by that party's personnel, resulting out of acts or omissions during any Basic Peace Officer Academy or police in-service training classes and activities.

VI. Notices

6.1 All correspondence and communications concerning this Agreement shall be directed to:

LRGVDC: **(Name, Title)**
LRGVDC Executive Director
301 W. Railroad Street
Weslaco, TX 78596

(Agency Gov't Entity):
(Name, Title)
Address
City, TX Zip Code

Notices required hereunder shall be hand-delivered or sent by prepaid certified mail, return receipt requested.

VII. Severability

7.1 If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

7.2 Lower Rio Grande Valley Academy may immediately suspend operation of contract with **(LAW ENFORCEMENT AGENCY)** for noncompliance with the terms of the contract or any TCOLE rule or law. Operation of the contract may be suspended for a period of time, including a period pending outcome of an investigation or until remedial compliance with applicable standards has been met. The suspension is considered effective when **(LAW ENFORCEMENT AGENCY)** is notified in writing.

VII. Entire Agreement

7.1 This Agreement is the entire agreement between the **(Agency Gov't Entity)** and the LRGVDC as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

VIII. Governing Law; Venue

8.1 All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Hidalgo County, Texas. Should the need for dispute resolution arise, the venue shall be in Hidalgo County, Texas.

IX. Term and Termination

9.1 This Agreement shall be for an initial term of two (2) years and will automatically renew for subsequent one-year terms unless terminated as herein provided and subject to any necessary funding being appropriated by the governing bodies of the Parties.

9.2 Either party may terminate this Agreement in whole or in part hereto whenever such termination is found to be in the best interest of either party. Termination shall be in effect by the conveyance of a written notification thereof to the other party at least ninety (90) days in advance of the effective date of the termination.

9.3 Either party may terminate this contract upon a ten-day written notice. The LRGVDC may also terminate this contract if:

- (a) the **(LAW ENFORCEMENT AGENCY)** training staff intentionally or knowingly submits, or causes the submission of, a falsified document or a false written statement or representation to the LRGVDC.
- (b) **(LAW ENFORCEMENT AGENCY)** training staff has not met the needs of the communities or agencies it serves.
- (c) **(LAW ENFORCEMENT AGENCY)** training staff fails to comply with any term of a contract or violation of a TCOLE rule or law, including when a provider has been classified as at risk under this chapter for a twelve-month period without complying with commission rules.
- (d) **(LAW ENFORCEMENT AGENCY)** training staff has failed to conduct training within a calendar year without a waiver from the Training Coordinator; or
- (e) If applicable, **(LAW ENFORCEMENT AGENCY)** training staff has lost accreditation, including SACS or THECB approval.

X. Current Revenues

10.1 Pursuant to Section 791.001(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

XI. General Terms

11.1 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

11.2 Effective Date. The Effective Date of this Agreement shall be the date last executed by a Party.

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

[SIGNATURE PAGE TO FOLLOW]

LRGVDC

By: _____
(LRGVDC Executive Director)

Date: _____

APPROVED AS TO FORM

Legal Counsel

(Agency Gov't Entity)

By: _____
(Gov't Entity Administrator Name, Title)

Date: _____

(LAW ENFORCEMENT AGENCY)

By: _____
(Agency Administrator Name Title)

Date: _____

APPROVED AS TO FORM
Office of the Criminal District Attorney
Name

ATTEST:

(Name, District Attorney or City Attorney)

(Name, City Secretary or County Clerk)

MEMORANDUM OF UNDERSTANDING AMENDMENTS

The parties agree that this agreement is given and accepted upon the expressed condition that it cannot, in any manner, be changed, altered, varied, or modified unless such modification, change, or alteration shall be in writing and executed by both parties.

This agreement may be amended by mutual written agreement of both parties and terminated by either party giving not less than thirty (30) days written notice prior to the proposed effective date of the proposed amendment or termination.

In the event of actions which may include, but not limited to, actions that are illegal, unsafe instructional practices, unethical, or not in the best interest of either party, this agreement can be immediately terminated.

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

The effective start date of this agreement is the _____ day of ___ 20 ___.

Name
Law Enforcement Agency
Administrator, Title
(LAW ENFORCEMENT AGENCY)

NAME
(Gov't Entity Administrator Name, Title)

NAME
(Gov't Entity Administrator. Name, Title)

NAME
Executive Director
Lower Rio Grande Valley Development
Council



LOWER RIO GRANDE VALLEY ACADEMY RULES FOR INSERVICE TRAINING



1. All attendees must be in class on time.
2. Tobacco or Vaping products are not allowed at the Academy.
3. Profane or offensive language is prohibited.
4. Attendees who are on break must not disturb any classes that may still be ongoing.
5. Attendees will maintain a professional demeanor while attending any classes.
 - a. Sleeping in class will not be tolerated.
 - b. Disrespect towards any instructor or guest speaker will not be tolerated.
6. All attendees will abide by the following rules of attire:
 - a. No sleeveless or cut-off shirts.
 - b. All shirts must have a collar.
 - c. No shirts with offensive or vulgar words or markings.
 - d. No shirts with a neckline lower than 3 inches from the neck.
 - e. No shorts of any type.
 - f. No pants or trousers that fall lower than the waistline.
 - g. No spandex or warm-ups.
 - h. No sandals of any kind.
 - i. Attendees may wear their regular work attire but it must be worn within regulation.
 - j. The instructors may order the attire of the day for classes.
 - k. Some classes will require special attire which will be included in memo form or in the course description



LOWER RIO GRANDE VALLEY ACADEMY RULES FOR INSERVICE TRAINING



Grooming standards shall apply at the LRGV Academy. All male employees must be clean shaven. All female employees must wear their hair and nails in the same way they wear them to their regular work duties in compliance with regulations. Employees who attend classes while on vacation are not exempt from these rules. These rules are waived for those employees who are assigned to special units that require different grooming standards for undercover officers, however, they must wear appropriate attire. All attendees are to follow the LRGV Academy rules when attending classes at other satellite sites sponsored by other law enforcement agencies or civilian organizations. The LRGV Academy Training Coordinator has the discretion to appoint a designee to enforce these rules at any LRGV Academy Satellite Site.

All people attending the LRGV Academy must adhere to these rules. Attendees who violate the rules may be dismissed from the Academy. Persons from outside agencies who violate the rules may be dismissed from the Academy and the LRGV Academy Coordinator may write a letter to the person's supervisor addressing their dismissal. These rules are meant to create and maintain a professional learning environment for everyone.



Lower Rio Grande Valley Academy Course Evaluation



Instructor's Name:		Date:				
Course Title:						
Instructor Evaluation		High		Low		
1.	Effectiveness of instructor(s) presentation.	5	4	3	2	1
2.	Instructor(s) ability to answer questions.	5	4	3	2	1
3.	Coverage of subject matter.	5	4	3	2	1
4.	Suitability of instructional materials.	5	4	3	2	1
5.	Overall rating of the instructor(s) effectiveness.	5	4	3	2	1
Comments:						
Instructor Evaluation		High		Low		
1.	Your knowledge and skill level of the course subject matter before the course.	5	4	3	2	1
2.	Your knowledge and skill level of the course subject matter after the course.	5	4	3	2	1
1. What were the course strengths?						
2. What area(s) of the course need improvement?						
3. Were the course facilities adequate?						
4. How would you rate the assistance of the Lower Rio Grande Valley Academy staff associated with the presentation of this course?						
Please Rate		High		Low		
1.	The overall training session	5	4	3	2	1
2.	Clarity of training session	5	4	3	2	1
3.	Relevance of course content to course topic	5	4	3	2	1
Your Title:						
Agency:						
Telephone:						

**TEXAS COMMISSION ON LAW ENFORCEMENT
REPORT OF TRAINING**

Page # 1	TCOLE Dept. or Provider # 511481	Course #	Today's Date	Total Hours	Beg. Date	Ending Date	Provider Type: <input checked="" type="checkbox"/> - Academy <input type="checkbox"/> - Contract Provider <input type="checkbox"/> - Other
Course Title:			Today's Hours	Name of Academy / Department: Lower Rio Grande Valley Regional Police Academy			
				Instructor Name & PID:			

	PID#	Last Name, First Name	Class	D.O.B.	Print Name
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					

THESE STUDENTS HAVE COMPLETED THIS COURSE AND ARE APPROVED FOR CREDIT.

956-682-3481

Acad./Training Coordinator (please type or print) Signature Date Phone #

If provider type "Other," chief administrator signs.

Lower Rio Grande Valley Development Council

Board of Directors Meeting

Wednesday, February 28, 2024

Department Reports

C. Public Safety

LOWER RIO GRANDE VALLEY ACADEMY

Program Action Item..... Javier Solis Asst. Director

2. Consideration and **ACTION** to Approve the newly created LRGVDC Interlocal Agreement Template for Texas Commission on Law Enforcement (TCOLE) Training Sites and Facilities.

The Lower Rio Grande Valley Academy has identified a need to expand satellite locations to conduct Texas Commission on Law Enforcement training throughout the region.

A new Interlocal Agreement was created to better standardize and define the roles of the parties entering the agreements set forth by the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

**INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL**

&

(LAW ENFORCEMENT AGENCY)

**FOR TEXAS COMMISSION ON LAW ENFORCEMENT (TCOLE) TRAINING SITES AND
FACILITIES**

This Interlocal Agreement (the “Agreement”) is entered into by and between the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (“LRGVDC”), a regional council of government and political subdivision of the State and the **(COUNTY or CITY)** OF **TEXAS**, (“COUNTY or CITY”), By and Through The **(LAW ENFORCEMENT AGENCY)** (the “AGENCY”) to share training sites and facilities for the implementation of law enforcement training, education, and continuing education under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). The City or County and the LRGVDC are collectively referred to herein as the “Parties” and are each a “Party”.

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS the Lower Rio Grande Valley Academy (“LRGV Academy”) operating as a division of the LRGVDC, has been entrusted with the responsibility of representing the Rio Grande Valley and providing essential support to law enforcement agencies. With nearly 50 years of experience administering training resources and programs for the development of qualified law enforcement officers throughout the region; and

WHEREAS the LRGV Academy utilizes a wide variety of law enforcement instructors to provide a comprehensive, diverse academy, incorporating the expertise of some of the finest training officials in the region; and

WHEREAS the LRGV Academy utilizes a wide variety of satellite training locations to accomplish the course goals, lesson learning objectives, and overall delivery of high-quality law enforcement training curriculums; and

WHEREAS LRGVDC and **(LAW ENFORCEMENT AGENCY)** have agreed to cooperate for the performance of governmental functions and provide training, including in-service law enforcement training for **(LAW ENFORCEMENT AGENCY)** officers, other area law enforcement officers, and prospective peace officer candidates; and

WHEREAS the LRGVDC, through its LRGV ACADEMY, holds a Law Enforcement Academy TCOLE Agency Number to conduct law enforcement functions, specifically about (TCOLE REPORTING); and

WHEREAS the **(LAW ENFORCEMENT AGENCY)** has identified a need for training and TCOLE REPORTING, when **(LAW ENFORCEMENT AGENCY)** provides other entities training, which will be utilized in the service of crime prevention and for law enforcement purposes and;

WHEREAS the LRGVDC and **(LAW ENFORCEMENT AGENCY)** are in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS the LRGVDC and the LRGV Academy have identified a need for external training site locations to provide adequate law enforcement training in all aspects of law enforcement functions; and

WHEREAS the LRGVDC and **(LAW ENFORCEMENT AGENCY)** have heretofore entered into this Agreement providing for TCOLE REPORTING of **(LAW ENFORCEMENT AGENCY)** for law enforcement purposes; and

WHEREAS the **(LAW ENFORCEMENT AGENCY)** has access to a training facility specifically to wit **(Facility Name, Address, City, TX Zip code)** and which is suitable for the implementation of law enforcement training activities.

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies, express their mutual commitment to the service of law enforcement purposes and provision of the aforementioned training programs, the LRGVDC and **(LAW ENFORCEMENT AGENCY)** hereby agree as follows:

The LRGV Academy is a contractual training provider for the Texas Commission on Law Enforcement to serve as the Regional Law Enforcement Training and Education provider throughout the counties of Cameron, Hidalgo, and Willacy.

The LRGV Academy manages operational requirements and training curriculum standards as per TCOLE contractual agreement. LRGV Academy maintains the right to review or modify, as needed, training calendars, curriculum, lesson plans and/or adjunct instructors in accordance with TCOLE requirements.

1. USAGE OF FACILITIES AND TRAINING SITES AGREEMENT:

This “Facilities and or Training Site Agreement” is made and entered into between the **(LAW ENFORCEMENT AGENCY)** and the LRGVDC and LRGV Academy.

Whereas the **(LAW ENFORCEMENT AGENCY)** owns and operates the

(Name of Facility) located at **(Facility Address)** and Whereas the LRGVDC and LRGV Academy

desire to use the **(Name of Facility)** for the purposes of:

(purpose of use)

(purpose of use)

(purpose of use)

(purpose of use)

IT IS THEREFORE AGEED BY AND BEWEEN THE PARTIES THAT:

- (1.1) The **(LAW ENFORCEMENT AGENCY)** agrees to allow the LRGV Academy to utilize the above-mentioned facility or training site when advanced notice has been requested and availability permits.
- (1.2) The **(LAW ENFORCEMENT AGENCY)** agrees to allow the LRGV Academy to utilize the above-mentioned facility or training site at no cost.
- (1.3) The LRGV Academy agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules and regulations of all governmental authorities while using the above-mentioned facility or training site.
- (1.4) The LRGV Academy agrees to abide by any rules or regulations for the use of the premises that are further attached to this agreement and are further identified as **“EXIBIT A.”**
- (1.5) The LRGV Academy agrees to be responsible for preparing for use and returning to pre-use conditions all areas of the premises which may be utilized.

- (1.6) The LRGVDC and LRGV Academy agrees to hold harmless and indemnify the **(LAW ENFORCEMENT AGENCY)** including its' agents, employees, and representatives from all liability of injury or damage including but not limited to illness, bodily injury, personal injury, serious bodily injury, property damage or death arising from the use of the training site or facility.

2.) LRGV ACADEMY AGREEMENT TO REPORT TCOLE TRAINING

In acknowledgement of reciprocity for the usage of facilities and training sites owned and operated by the **(LAW ENFORCEMENT AGENCY)** the LRGV Academy will report training to TCOLE for the **(LAW ENFORCEMENT AGENCY)** for training conducted by the **(LAW ENFORCEMENT AGENCY)** related to law enforcement purposes under the following terms and conditions outlined below.

(2.1) IN CONSIDERATION OF TCOLE REPORTING: To the extent permitted by state and federal law and regulations, and applicable policies, directives, guidelines and/ or rules, the **(LAW ENFORCEMENT AGENCY)** farther agrees to the following:

- A. to provide at least a two-week advance notice of any classes to be held by the AGENCY unless otherwise approved by the LRGV Academy Coordinator.
- B. to provide all training at NO COST to the students.
- C. to abide by the Lower Rio Grande Valley Academy Rules and Regulations attached hereto and incorporated by reference as **Exhibit "B."**
- D. to provide for all classes facilitated by the Agency both a legibly written sign-in roster with PID numbers as well as a typed Lower Rio Grande Valley Academy TCOLE Report of Training Form attached hereto and incorporated by reference as **Exhibit "C"** and will submit a copy of said forms to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes.
- E. to provide a list of clearly defined and spelled out learning objectives to the students prior to the commencement of the class and will submit a copy of said objectives to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes for any class facilitated by the Agency.

- F. to provide, for any class facilitated by the AGENCY, a concise, up to date, easy to follow lesson plan to include any tests along with test answer key or a skills assessment evaluation and final score sheet and will submit a copy of said documents to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes.
- G. to provide, for any class facilitated by the AGENCY, an updated instructor bio-sketch and will submit a copy of said bio-sketch to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes.
- H. to provide, for any class facilitated by the AGENCY, a typed Lower Rio Grande Valley Academy Score Sheet attached hereto and incorporated by reference as **Exhibit "D"** and will submit a copy of said Score Sheet to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes.
- I. to provide, for any class facilitated by the AGENCY every student in every class, a completed Lower Rio Grande Valley Academy Course/Instructor Evaluation form attached hereto and incorporated by reference as **Exhibit "E"** and will submit copies of said evaluations to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes.
- J. to provide a mishap and medical emergency plan to the LRGV Academy Coordinator, prior to the commencement of any class or training involving the usage of firearms or having the risk of potential bodily or serious bodily injury and or death to any participant including but not limited to instructors, spectators, auditors, and students. The Agency further agrees to have a medical kit on site which shall include bleed control medical adjuncts whenever such classes or training is facilitated by the Agency.
- K. to promptly notify as soon as practicable to the LRGV Academy Coordinator of any incidents involving any damage to LRGVDC property, complaints, disputes, injury, or death which may result from any training or class facilitated by the Agency.
- L. to allow the Lower Rio Grande Valley Academy Coordinator or his/her designee unfettered access to classes and/or record related to classes facilitated by the AGENCY for compliance and auditing purposes.

- M. that the TCOLE Agency Number is assigned, and proprietary to LRGVDC and Lower Rio Grande Valley Academy and TCOLE REPORTING is subject to the policies, rules and procedures established by the LRGVDC.
- N. that TCOLE REPORTING shall be solely used for the law enforcement purpose of reporting training.
- O. **(LAW ENFORCEMENT AGENCY)** hereby acknowledges and agrees that failure to comply with any of the terms of this agreement, and or any rule or policy incorporated herein by reference, shall result in the termination of this agreement, including further TRAINING and TCOLE REPORTING.
- P. To the extent permitted under the Constitution and the laws of the State of Texas, **(LAW ENFORCEMENT AGENCY)** shall be solely responsible for any injuries or damages to persons arising out of the acts or omissions of its employees and shall maintain liability insurance coverage for any such loss. Proof of the same shall be provided to Lower Rio Grande Valley Academy prior to any TCOLE REPORTING.

III. Findings

3.1 The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved this Agreement by their respective entities, and that this Agreement will be in full force and effect when executed by all Parties.

IV. RESPONSIBILITIES/DUTIES

4.1 LRGVDC will:

- A. Provide the **(LAW ENFORCEMENT AGENCY)** (2) cadet slots per calendar year into the LRGV Academy Basic Peace Officer Course at no cost. These slots do not accrue and cannot be utilized together at any time during the same Basic Peace Officer Course therefore these slots will not exceed more than two per calendar year.
- B. Provide _____ 60-day advanced notice of forthcoming scheduled Basic Peace Officer Course, **after coordinating the logistics of preliminary applicants and final acceptance toward the minimum number of participants.**
- C. Provide reporting of applicable training activities to Texas Commission on Law Enforcement upon submission of competent documentation including sign-in rosters, learning objectives, lesson plans, instructor bio-sketch, instructor evaluations, course evaluations, testing instrument,

test key, all applicable handouts provided, and or any documents related to the course at the request of Training Coordinator

D. Advertise upcoming classes facilitated by **(LAW ENFORCEMENT AGENCY)** on the live online LRGV Academy Police Training Calendar via the LRGV Academy website.

E. The LRGV Academy Training Coordinator will:

(1) ensure compliance with commission rules and guidelines for any class facilitated by **(LAW ENFORCEMENT AGENCY)** under the terms of this agreement.

(2) prepare, maintain, and submit the following reports to TCOLE within the time frame specified:

(A) reports of training

within 30 days of completion for any class facilitated by **(LAW ENFORCEMENT AGENCY)** under the terms of this agreement.

(B) self-assessment reports as required by the commission.

(C) any other reports or records as requested by the commission.

(3) maintain course training files for a period of 5 years. At a minimum, training files shall contain:

(3.1) complete lesson plan to include tests and answer keys or a skills assessment score sheet documenting proficiency in skills taught throughout the class.

(3.2) clear learning objectives.

(3.3) instructor biography indicating subject matter expertise and teaching experience.

(3.4) approved class roster and original sign-in sheet; and a multi-day sign in sheet for any classes extending beyond a one-day class. Multi-day sign-in sheets shall include the days when the class was taught and will at very minimum show individual student initials for each day of class attended.

(3.5) course and instructor evaluation for each student in the class.

(3.6) student scoresheet or skills assessment sheet which shall at the very minimum document a pass or fail score.

(3.7) Final TCOLE roster upon submission of training hours.

(3.8) receive all commission notices on behalf of the training provider and forward each notice to the appointing authority

(LAW ENFORCEMENT AGENCY) will:

- A. Provide the LRGV Academy, at no cost, two seats for any class facilitated by the **(LAW ENFORCEMENT AGENCY)** if so, requested by LRGV Academy.
- B. Provide whenever possible and with advanced notice on-hand instructional equipment and facilities as may be requested by the Lower Rio Grande Valley Academy for use in any LRGV Academy Basic Peace Officer Course or in service training at no cost to the LRGV Academy.
- C. Provide whenever possible and with advanced notice certified **(LAW ENFORCEMENT AGENCY)** firearms instructors approved by both **(LAW ENFORCEMENT AGENCY)** and the Lower Rio Grande Valley Academy to provide instruction at a firing range designated by Lower Rio Grande Valley Academy whenever the need arises.
- D. Ensure the instructors teaching any class facilitated by the Agency are qualified under TCOLE regulations to include subject matter expertise and will abide by the following:
 - (1) hold a valid instructor license.
 - (2) certificate; or
 - (3) be designated, in writing, as a subject matter expert in the course by the training coordinator.
 - The instructor is responsible for:
 - (1) ensuring compliance with commission rules and guidelines.
 - (2) preparing, maintaining, and submitting reports of training to the LRGV Academy Training Coordinator within 10 business days from the end date of the class, unless otherwise approved by Training Coordinator
 - (3) the administration and conduct of each course taught.
 - (4) at a minimum, providing a complete lesson plan, clear learning objectives, instructor biography, approved class roster and original sign-in sheet/daily roster, course evaluation, students' completed testing instrument, test key, all applicable handouts, make up assignments, and any memos when there is an inconsistency with the documentation provided to the training coordinator for the training file.
 - (5) enforcing all attendance and other standards set by the commission or the training advisory board.
 - (6) maintaining the discipline and demeanor of each student during class.
 - (7) distributing or presenting learning objectives to all students at the beginning of each course.
 - (8) ensuring that all learning objectives are taught; and

(9) ensuring examinations are proctored or supervised to have fair, honest results.

- E. Provide the LRGV Academy a signed Release of liability Waiver and Assumption of Liability form, for every student, absolving the Lower Rio Grande Valley Academy and the LRGVDC of liability for any issue arising as a result of students participating in the class.

V. Binding Effect; Benefiting Parties

5.1 This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either Party without first obtaining the written consent of the other Party.

5.2 This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

VI. Governmental Functions; Liability; No Waiver of Immunity or Defenses

6.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

6.1.1 The services provided for herein are governmental functions, and the LRGVDC and **(Agency Government Entity)** shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

6.1.2 The relationship of the LRGVDC and the **(Agency Government Entity)** shall, with respect to that part of any service or function undertaken because of or pursuant to this Agreement, be that of independent contractors.

6.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures', or any other similar such relationship between the Parties.

6.2 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the **(Agency Government Entity)** nor the LRGVDC shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

6.3 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

6.4 The LRGVDC agrees to hold the **(Agency Government Entity)** and the **(City or County)** of _____ Texas, harmless from any and all claims arising out of acts or omissions of the LRGVDC during any Basic Peace Officer Academy or law enforcement in service training classes and activities.

6.4.1 The **(LAW ENFORCEMENT AGENCY)** agrees to hold the Lower Rio Grande Valley Development Council harmless from any and all claims arising out of acts or omissions of **(LAW ENFORCEMENT AGENCY)** during any Basic Peace Officer Academy or law enforcement in service training classes or activities.

6.4.2 This section does not apply to, nor has any effect in, Workers Compensation claims filed against either party by that party's personnel, resulting out of acts or omissions during any Basic Peace Officer Academy or law enforcement in service training classes and activities.

VII. Notices

7.1 All correspondence and communications concerning this Agreement shall be directed to:

LRGVDC: **(Name, Title)**
LRGVDC Executive Director
301 W. Railroad Street
Weslaco, TX 78596

(Agency Gov't Entity):
(Name, Title)
Address
City, TX Zip Code

Notices required hereunder shall be hand-delivered or sent by prepaid certified mail, return receipt requested.

VIII. Severability

8.1 If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent

practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

8.2 LRGVDC may immediately suspend operation of contract with **(LAW ENFORCEMENT AGENCY)** for noncompliance with the terms of the contract or any TCOLE rule or law. Operation of the contract may be suspended for a period of time, including a period pending outcome of an investigation or until remedial compliance with applicable standards has been met. The suspension is considered effective when **(LAW ENFORCEMENT AGENCY)** is notified in writing.

IX. Entire Agreement

9.1 This Agreement is the entire agreement between the **(Agency Gov't Entity)** and the LRGVDC as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

X. Governing Law; Venue

10.1 All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Hidalgo County, Texas. Should the need for dispute resolution arise, venue shall be in Hidalgo County, Texas.

XI. Term and Termination

11.1 This Agreement shall be for an initial term of two (2) years and will automatically be renewed for subsequent one-year terms unless terminated as herein provided and subject to any necessary funding being appropriated by the governing bodies of the Parties.

11.2 Either party may terminate this Agreement in whole or in part hereto whenever such termination is found to be in the best interest of either party. Termination shall be in effect by the conveyance of a written notification thereof to the other party at least ninety (90) days in advance of the effective date of the termination.

11.3 Either party may terminate this contract upon a ten day written notice. The LRGVDC may also terminate this contract if:

- (a) the **(LAW ENFORCEMENT AGENCY)** training staff intentionally or knowingly submits, or causes the submission of, a falsified document or a false written statement or representation to the LRGVDC.
- (b) **(LAW ENFORCEMENT AGENCY)** training staff has not met the needs of the communities or agencies it serves.

- (c) **(LAW ENFORCEMENT AGENCY)** training staff fails to comply with any term of a contract or violation of a TCOLE rule or law, including when a provider has been classified as at risk under this chapter for a twelve-month period without complying with commission rules.
- (d) **(LAW ENFORCEMENT AGENCY)** training staff has failed to conduct training within a calendar year without a waiver from the Training Coordinator; or
- (e) If applicable, **(LAW ENFORCEMENT AGENCY)** training staff has lost accreditation, including SACS or THECB approval.

XII. Current Revenues

12.1 Pursuant to Section 791.001(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

XIII. General Terms

13.1 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

13.2 Effective Date. The Effective Date of this Agreement shall be the date last executed by a Party.

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

[SIGNATURE PAGE TO FOLLOW]

LRGVDC

By: _____
(LRGVDC Executive Director)

Date: _____

APPROVED AS TO FORM

Legal Counsel

(Agency Gov't Entity)

By: _____
(Gov't Entity Administrator Name, Title)

Date: _____

(LAW ENFORCEMENT AGENCY)

By: _____
(Agency Administrator Name Title)

Date: _____

APPROVED AS TO FORM
Office of the Criminal District Attorney
Name

ATTEST:

(Name, District Attorney or City Attorney)

(Name, City Secretary or County Clerk)

MEMORANDUM OF UNDERSTANDING AMENDMENTS

The parties agree that this agreement is given and accepted upon the expressed condition that it cannot, in any manner, be changed, altered, varied, or modified unless such modification, change, or alteration shall be in writing and executed by both parties.

This agreement may be amended by mutual written agreement of both parties and terminated by either party giving not less than thirty (30) days written notice prior to the proposed effective date of the proposed amendment or termination.

In the event of actions which may include, but not limited to, actions that are illegal, unsafe instructional practices, unethical, or not in the best interest of either party, this agreement can be immediately terminated.

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

The effective start date of this agreement is the _____ day of ___ 20 ___ .

Name
Law Enforcement Agency
Administrator, Title
(LAW ENFORCEMENT AGENCY)

NAME
(Gov't Entity Administrator Name, Title)

NAME
(Gov't Entity Administrator Name, Title)

NAME
Executive Director
Lower Rio Grande Valley Development
Council

List of Rules Provided By the “Agency”

PLEASE NOTE THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT “A” will vary from “Agency” to “Agency” as they enter into agreements with LRGVDC. Each “Agency” has different rules for their facilities.



LOWER RIO GRANDE VALLEY ACADEMY RULES FOR INSERVICE TRAINING



1. All attendees must be in class on time.
2. Tobacco or Vaping products are not allowed at the Academy.
3. Profane or offensive language is prohibited.
4. Attendees who are on break must not disturb any classes that may still be ongoing.
5. Attendees will maintain a professional demeanor while attending any classes.
 - a. Sleeping in class will not be tolerated.
 - b. Disrespect towards any instructor or guest speaker will not be tolerated.
6. All attendees will abide by the following rules of attire:
 - a. No sleeveless or cut-off shirts.
 - b. All shirts must have a collar.
 - c. No shirts with offensive or vulgar words or markings.
 - d. No shirts with a neckline lower than 3 inches from the neck.
 - e. No shorts of any type.
 - f. No pants or trousers that fall lower than the waistline.
 - g. No spandex or warm-ups.
 - h. No sandals of any kind.
 - i. Attendees may wear their regular work attire but it must be worn within regulation.
 - j. The instructors may order the attire of the day for classes.
 - k. Some classes will require special attire which will be included in memo form or in the course description



LOWER RIO GRANDE VALLEY ACADEMY RULES FOR INSERVICE TRAINING



Grooming standards shall apply at the LRGV Academy. All male employees must be clean shaven. All female employees must wear their hair and nails in the same way they wear them to their regular work duties in compliance with regulations. Employees who attend classes while on vacation are not exempt from these rules. These rules are waived for those employees who are assigned to special units that require different grooming standards for undercover officers, however, they must wear appropriate attire. All attendees are to follow the LRGV Academy rules when attending classes at other satellite sites sponsored by other law enforcement agencies or civilian organizations. The LRGV Academy Training Coordinator has the discretion to appoint a designee to enforce these rules at any LRGV Academy Satellite Site.

All people attending the LRGV Academy must adhere to these rules. Attendees who violate the rules may be dismissed from the Academy. Persons from outside agencies who violate the rules may be dismissed from the Academy and the LRGV Academy Coordinator may write a letter to the person's supervisor addressing their dismissal. These rules are meant to create and maintain a professional learning environment for everyone.



Lower Rio Grande Valley Academy Course Evaluation



Instructor's Name:		Date:				
Course Title:						
Instructor Evaluation		High		Low		
1.	Effectiveness of instructor(s) presentation.	5	4	3	2	1
2.	Instructor(s) ability to answer questions.	5	4	3	2	1
3.	Coverage of subject matter.	5	4	3	2	1
4.	Suitability of instructional materials.	5	4	3	2	1
5.	Overall rating of the instructor(s) effectiveness.	5	4	3	2	1
Comments:						
Instructor Evaluation		High		Low		
1.	Your knowledge and skill level of the course subject matter before the course.	5	4	3	2	1
2.	Your knowledge and skill level of the course subject matter after the course.	5	4	3	2	1
1. What were the course strengths?						
2. What area(s) of the course need improvement?						
3. Were the course facilities adequate?						
4. How would you rate the assistance of the Lower Rio Grande Valley Academy staff associated with the presentation of this course?						
Please Rate		High		Low		
1.	The overall training session	5	4	3	2	1
2.	Clarity of training session	5	4	3	2	1
3.	Relevance of course content to course topic	5	4	3	2	1
Your Title:						
Agency:						
Telephone:						



Lower Rio Grande Valley Academy Score Sheet



Instructor Name: _____ **Course Date:** _____
Course Title: _____ **Course Hours:** _____
Course Number: _____

NAME	PID #	Grade

Instructor Signature: _____

**TEXAS COMMISSION ON LAW ENFORCEMENT
REPORT OF TRAINING**

Page # 1	TCOLE Dept. or Provider # 511481	Course #	Today's Date	Total Hours	Beg. Date	Ending Date	Provider Type: <input checked="" type="checkbox"/> - Academy <input type="checkbox"/> - Contract Provider <input type="checkbox"/> - Other
Course Title:			Today's Hours	Name of Academy / Department: Lower Rio Grande Valley Regional Police Academy Instructor Name & PID:			

	PID#	Last Name, First Name	Class	D.O.B.	Print Name
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					

THESE STUDENTS HAVE COMPLETED THIS COURSE AND ARE APPROVED FOR CREDIT.

956-682-3481

Acad./Training Coordinator (please type or print) Signature Date Phone #

If provider type "Other," chief administrator signs.

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, February 28, 2024

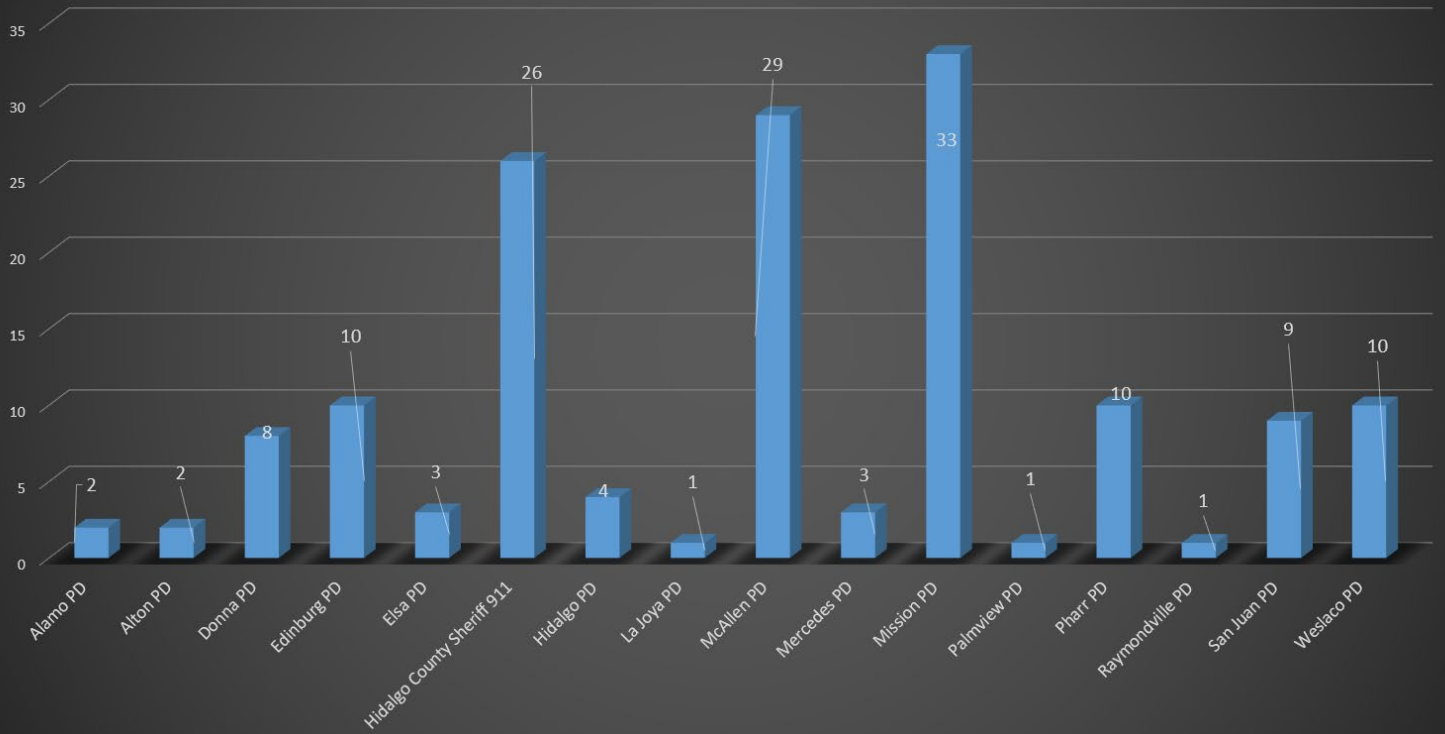
Department Reports

Public SafetyJavier Solis Jr Assistant Director

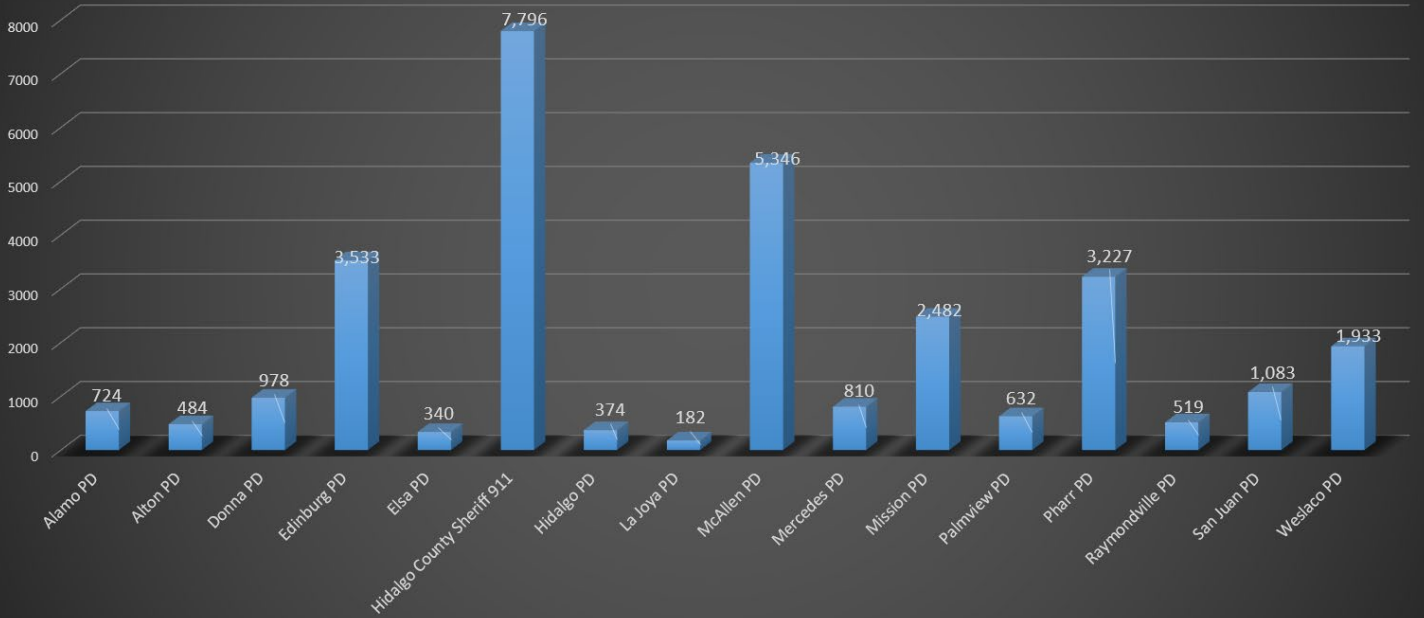
Lower Rio Grande Valley Academy

- On Tuesday January 30, 2024, entrance exams for all Lower Rio Grande Valley Academy sites ended. A total of 170 entrance exams were proctored and administered by Lower Rio Grande Valley Academy staff.
- On Friday February 2, 2024, Orientation was conducted for the 224th BPOC Weslaco Night Academy. 19 cadets enrolled in the new training academy session under the new TCOLE 736 curriculum.
- On Friday February 2, 2024, cadets of the Mission 223rd BPOC Academy successfully completed less than lethal electronic control device Taser training.
- On Friday February 2, 2024, new interlocal agreements for cooperative extension services for the Lower Rio Grande Valley Academy sites were updated and finalized with the cities of Harlingen and Mission, Texas.
- On Wednesday February 7, 2024, cadets of the Mission 223rd BPOC Academy completed the Emergency Vehicle Operations Course (EVOC) and successfully passed the final driving skills test under the instruction of the Texas Department of Public Safety.
- Currently preparations are underway for the upcoming start of the new Harlingen 225th BPOC Academy set to begin on April 5, 2024, and the Mission 226th BPOC Academy set to begin on May 3, 2024.

Text to 9-1-1 Feburary 2024



Call Summary Feburary 2024



- Community Engagement Division

In 2024, the RGV9-1-1 Community Engagement initiative started with a flurry of activity, signaling a promising year ahead. The bustling schedule ahead brings joy and anticipation as it promises a wealth of educational events designed to empower and connect communities. Committing to nurturing understanding and preparedness, the initiative sets the stage for a year filled with meaningful interactions and valuable learning experiences for all involved.

January 3rd, 2024, Willacy County District Attorney's office for the 5th annual Human Trafficking Awareness Day. Embarking on our first public education event marked an exceptional way to commence the year with purpose and impact. Our team journeyed to Raymondville, joining forces with the Willacy County District Attorney's office for the 5th annual Human Trafficking Awareness Day. The collaboration with various organizations amplified our collective strength and determination to combat the heinous crime of human trafficking. We passionately united under a common cause, utilizing our combined expertise to educate the community and raise awareness about the alarming issue. This event serves as a powerful testament to our commitment to working collaboratively in the relentless pursuit of putting an end to human trafficking.

January 22nd, 2024, Texas 9-1-1 Trainers Network Meeting in San Antonio, TX. TNT training is crucial in preparing emergency dispatchers for sprints and effective response. These professionals are responsible for imparting essential skills, including call handling, emergency protocol adherence, and crisis management. As integral contributors to public safety, Texas 9-1-1 trainers ensure that emergency responders are well-equipped to handle diverse and urgent situations.

January 23rd, 2024, The 9-1-1 Public Educators of Texas in San Antonio, TX. The 9-1-1 Public Educators of Texas are vital in fostering public awareness and education about emergency response procedures. Dedicated to improving community safety, they actively participate in outreach programs to instruct individuals on correctly utilizing the 9-1-1 emergency service and emphasizing the critical role of prompt and accurate information during crises. Their unwavering efforts significantly contribute to building a well-informed and prepared public in Texas.

January 25th, 2024, The McAllen ISD Middle School Endorsement & Career Expo. In partnership with McAllen ISD and various organizations, our combined endeavors strive to offer middle school students valuable perspectives on various career paths. This event serves as a conduit for fostering students' knowledge, curiosity, and awareness, introducing them to the many opportunities that await them in the professional world.

Our GIS team took the opportunity to enlighten students about their pivotal role in addressing 9-1-1 services. Through engaging presentations and interactive demonstrations, the team showcased how Geographic Information Systems play a crucial role in accurately locating emergency incidents, ensuring swift and

effective responses. The students learned firsthand about our GIS team's integral part in enhancing community public safety and emergency services.

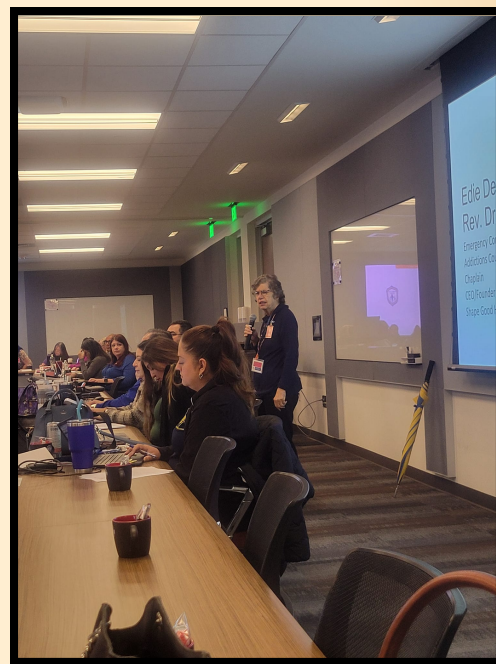
Our Information Technology team of administrators gave students a firsthand glimpse into their crucial role in overseeing the management and operational efficiency of Public Safety Answering Points (PSAPs). The students gained insights into the intricate processes and technologies employed to ensure seamless emergency response services through engaging demonstrations and presentations. The IT team's dedication to maintaining the highest standards in managing these vital communication hubs highlighted technology's critical role in enhancing public safety and emergency services.

Willacy County District Attorney's Office for the 5th Annual Human Trafficking Awareness Day



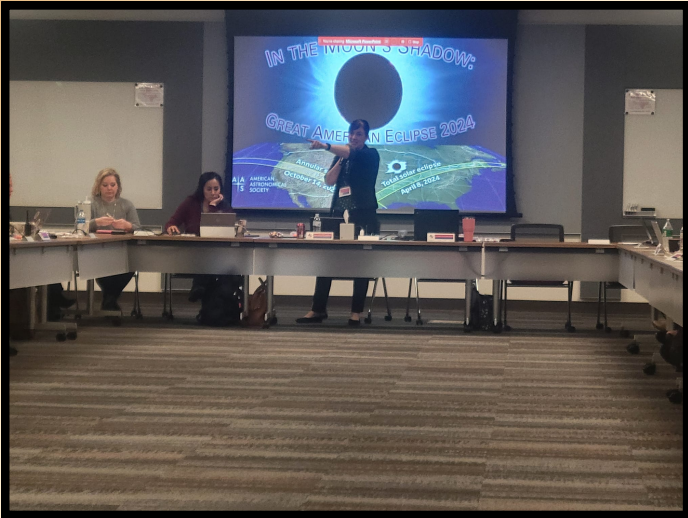
Maribel Alonzo, the Public Education Coordinator, is shown above collaborating with various organizations united in educating the community about human trafficking.

Texas 911 Trainers Meeting



TEXAS 9-1-1 Trainers play a crucial role in teaching vital skills such as call handling, adherence to emergency protocols, and crisis management. They are essential contributors to maintaining public safety.

9-1-1 Public Educators of Texas



Pictured above, you can see the quarterly meeting of The 9-1-1 Public Educators of Texas, where these dedicated professionals convene to discuss and enhance their strategies in educating the public on emergency response and safety measures. This gathering underscores their commitment to ensuring effective communication and preparedness within the community.

McAllen ISD Middle School Endorsement & Career Expo



By partnering with a range of organizations, our combined initiatives seek to offer middle school students valuable perspectives on various career paths. This occasion serves as a forum fostering knowledge, curiosity, and awareness among students regarding the multitude of opportunities awaiting them in the professional realm.

ITEM #5. D.

TRANSPORTATION

Item #5: Department Reports

D. Transportation

Valley Metro Status ReportTom Logan, Director of Regional Transportation

2. Consideration and **ACTION** to approve a Cooperative Purchasing Agreement between LRGVDC-Valley Metro and Washington State Department of Enterprise Services for the procurement of both transit buses and refurbishment of transit buses.

Staff requests Board approval for the Agreement between LRGVDC-Valley Metro and Washington State Department of Enterprise Services for procurement of transit buses and refurbishment/remanufactured. Also, authorizing the Executive Director to negotiate and enter into a contract with the approved vendors for procurement and/or refurbishment of transit buses.

The Department of Enterprise Services has developed this suite of transit bus contracts. This transit bus contract features a variety of transit buses and cutaway buses for transit agency needs. This contract does not include school buses. Heavy duty buses are available in 30 ft, 35 ft, 40 ft, 45 ft, and 60 ft models with diesel, compressed natural gas, hybrid, electric, and hydrogen propulsion systems. Light and medium are body-on-chassis/cutaway style buses that can be configured in a variety of styles and number of passengers and wheelchairs. Also available, the refits/refurbishment category is for services to repair and replace component systems of mass transit buses to sustain and extend the usable life.

Notice to purchasers on use of FTA funds: National Defense Authorization Act for Fiscal Year 2020 Section 5323(u) limits the use of Federal Transit Administration (FTA) funds and in some circumstances local funds, to procure rolling stock from certain transit vehicle manufacturers. This complies with FTA guidance, for more information, the FTA has published a [FAQ page](#) regarding the use of funds on rolling stock contracts.

This contract is a State Cooperative Purchasing Schedule Contract under Section 3019 of the FAST Act and is compliant with FTA Guidelines. The state of Washington, through DES, has contracted with Contractors to provide transit buses and related equipment to multiple participants, including transit organizations from other states.



Washington State DEPARTMENT OF ENTERPRISE SERVICES

COOPERATIVE PURCHASING AGREEMENT

FOR

TRANSIT BUSES

CONTRACT NO. 06719

This Cooperative Purchasing Agreement for Transit Buses (“Agreement”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and _____, a _____ (“Authorized Purchasing Entity”) and is dated and effective as of _____, 2023.

RECITALS

- A. According to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish procurement solutions, including statewide contracts (“Contract”), for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, under an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. In addition, Enterprise Services is authorized “to participate in, sponsor, conduct, or administer a cooperative purchasing agreement.” See RCW 39.26.060(1).
- C. Cooperative Purchasing Agreements provide an opportunity for Enterprise Services to meet the needs of its customers and, by designing and developing the Competitive Solicitation and resulting Contract to include the opportunity for cooperative utilization by Authorized Purchasing Entities through a Cooperative Purchasing Agreement, to meet the needs of similarly situated purchasing entities who collectively enable an innovative, cost-effective, and efficient procurement solution for awarded contractors and eligible purchasers.
- D. The above-referenced Contract was competitively bid, evaluated, and awarded under the State of Washington’s procurement laws for goods/services. See RCW 39.26. The procurement and resulting Contracts were designed to create competition and awarded contractors for a variety of Transit Buses (contract categories).

- E. The above-referenced Contract was designed to and meets Federal Transit Administration (“FTA”) requirements for a State Cooperative Purchasing Contract under the FAST Act Sec. 3019. See Pub.L. 114-94.
- F. There are no pending protests or lawsuits about the procurement or award of the Contract.
- G. Enterprise Services maintains procurement and contract records about the Contract including the Competitive Solicitation, Bid Tab, Bidder Profiles, and resulting Contracts. In addition, the Enterprise Services Transit Buses website identifies the various awarded contractors.
- H. The purpose of this Agreement is to enable the Authorized Purchasing Entity to utilize the above-referenced Contract consistent with the terms thereof and the terms and conditions set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** Upon execution, this Cooperative Purchasing Agreement shall continue for the term of the applicable Contract, as amended or extended; *Provided*, however, that, upon written notice to Enterprise Services, the Purchasing Entity may terminate its participation in this Cooperative Purchasing Agreement and its ability to utilize the above-referenced Contract.
2. **AUTHORIZATION TO UTILIZE THE CONTRACT.** Consistent with the terms and conditions of the Contract and Purchasing Entity’s applicable procurement law, the Purchasing Entity is authorized to utilize the above-referenced Contract as a procurement solution. The State of Washington makes no representation or warranty regarding the Purchasing Entity’s governing law or whether the Contract is an appropriate procurement solution for the Purchasing Entity.
3. **CONTRACTOR CONSENT.** Consistent with its applicable procurement authority, the Purchasing Entity may propose and negotiate jurisdiction-specific terms with the applicable awarded Contractor to meet the Purchasing Entity’s needs; *Provided*, however, that any such jurisdiction-specific modifications are subject to agreement with the applicable awarded Contractor. **Under no circumstances, however, will Purchasing Entity’s jurisdiction-specific modifications change or modify the Contract obligations between the State of Washington and the applicable awarded Contractor.** Upon execution of the Purchasing Entity’s agreement with the applicable awarded Contractor, the Purchasing Entity shall provide a copy of the same to Enterprise Services before making any purchases under the Contract.
4. **VENDOR MANAGEMENT FEE.** The Vendor Management Fee outlined in the Contract shall be paid by the applicable Contractor to Enterprise Services on all applicable purchases. In no event shall Purchasing Entity modify, waive, or terminate the Vendor Management Fee. Any such modification, waiver, or termination of the Vendor Management Fee shall be deemed a material breach of this Agreement and shall terminate the Agreement; and, in the event Purchasing Entity attempts to modify, waive, or terminate the Vendor Management Fee, Purchasing Entity shall, by such act, agree to notify Enterprise Services of the same and to pay to Enterprise Services, within thirty (30) days, the equivalent of the otherwise applicable Vendor Management Fee.

5. ACCURATE PURCHASES. Purchasing Entity shall make orders within the scope of the Contract. Any purchases outside of the scope of the Contract shall constitute a breach of this Agreement. In the event of such breach, Enterprise Services may terminate this Agreement, including the authorization for any purchases by the Purchasing Entity under the Contract. Purchasing Entity represents and warrants that it shall use reasonable, good faith efforts to assist the Contractor in obtaining and reporting to Enterprise Services accurate purchases under the Contract for purposes of the applicable Vendor Management Fee.

6. AGREEMENT MANAGEMENT; NOTICES; PURCHASING ENTITY CONTRACT ADMINISTRATOR.

(a) AGREEMENT MANAGEMENT; NOTICES. The parties hereby designate the following contacts as the respective single points of contact for purposes of this Agreement. The parties may change such individuals by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Insert
Attn: Bus Purchases	Attn: _____
Department of Enterprise Services	_____
PO Box 41411	_____
Olympia, WA 98504-1411	_____
Email: buspurchases@des.wa.gov	Tel: (xxx) xxx-xxxx
	Email: _____

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

(b) PURCHASING ENTITY INFORMATION. Purchasing Entity hereby designates the following contract administrator as the single point of contact for business activities under this Agreement.

Purchasing Entity Information	
Organization Name	
Tax Identification Number	
State Business Identification Number (Required for Non-Profit entities)	
Contact Name for Contract Administrator	
Title	
Address	
City, State, Zip	
Phone Number	
Email Address	

7. COMMUNICATION. In the event the Purchasing Entity becomes aware of a significant contract performance issue about the Contract that, in the Purchasing Entity’s reasonable judgment, could

adversely impact the State of Washington, the Purchasing Entity shall communicate the same to Enterprise Services.

8. **CONTRACTOR DISPUTES.** Purchasing Entity is responsible for resolving any disputes between itself and the applicable Contract Contractor regarding its purchases. Purchasing Entity shall notify Enterprise Services of any material dispute between Purchasing Entity and the applicable Contract Contractor. When appropriate, Enterprise Services may assist the Purchasing Entity in resolving such disputes.
9. **NO LIABILITY.** Other than those obligations expressly outlined in this Agreement, including the right of the State of Washington to the Vendor Management Fee, the parties shall have no liability whatsoever to each other about transactions arising out of this Agreement or the Contract.
10. **TAXES/FEES.** Unless otherwise agreed with the Contractor, the Purchasing Entity shall pay applicable sales and use taxes imposed by the tax jurisdictions in which purchase delivery occurs. The contractor agrees not to make any charge for federal excise taxes and the Purchasing Entity shall furnish the Contractor with an exemption certificate where appropriate.
11. **SCOPE OF PARTICIPATION.** Purchasing Entity shall provide Enterprise Services with Purchasing Entity's estimates for purchases under the Contract. Purchasing Entity shall provide timely updates regarding such estimated purchases if there is a material change in such planned purchases. The purchasing estimates are for Enterprise Services' planning purposes in managing and approving purchases on the Contract.

Category	Estimated Purchases
Heavy Duty	
Light/Medium Duty	
Double Decker	
Rebuilt	
Refurbish	
Repower	

12. **APPROVAL PROCESS.** Purchasing Entity shall submit purchase information to Enterprise Services for approval of purchases under the Contract. Purchasing Entity shall provide necessary purchase information for each purchase including but not limited to, the final purchase order, the use of FTA funding, FTA grant number, and applicable Department of Transportation contact for approval. Enterprise Services shall include the respective state Department of Transportation for purchasing using FTA funds which require state DOT approval.

13. **GENERAL PROVISIONS**

- (a) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties concerning the subject matter and supersedes all prior negotiations and representations. There are no representations or understandings of any kind not set forth herein.
- (b) **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.

- (c) **AUTHORITY.** Each party to this Agreement, and each signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (d) **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- (e) **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED as of the date and year first above written.

**TRANSIT BUSES COOPERATIVE
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

**AUTHORIZED PURCHASING ENTITY
AGENCY
NAME**

By: _____
Name: _____
Title: _____

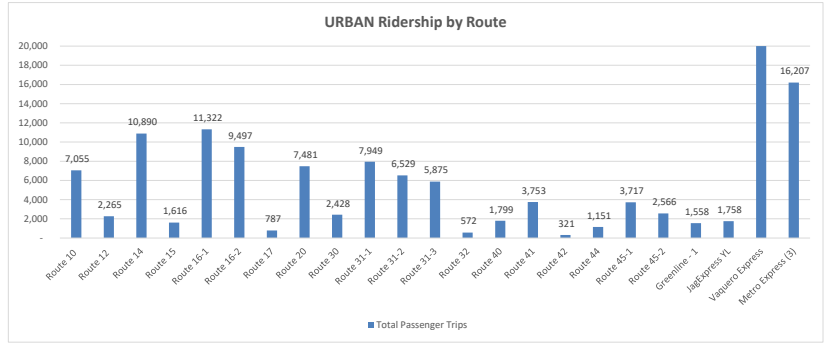
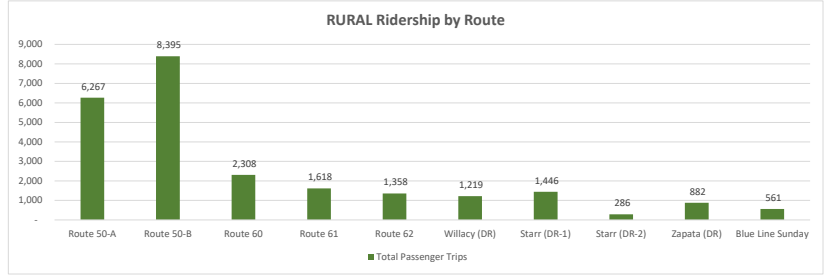
By: _____
Name: _____
Title: _____

Return this Agreement to Enterprise Services at:
buspurchases@des.wa.gov

**RIDERSHIP COUNT
YEAR TO DATE FY 2024 (January)**

Route	Total Passenger Trips	Route Activity	Area(s) Served
Route 50-A	6,267	2%	Brownsville, Port Isabel
Route 50-B	8,395	2%	Brownsville, Port Isabel
Route 60	2,308	1%	Roma, Rio Grande City
Route 61	1,618	0%	Rio Grande City
Route 62	1,358	0%	Rio Grande City
Willacy (DR)	1,219	0%	Willacy County
Starr (DR-1)	1,446	0%	Starr County
Starr (DR-2)	286	0%	Starr County
Zapata (DR)	882	0%	Zapata County
Blue Line Sunday	561	0%	Brownsville, Port Isabel
Route 10	7,055	2%	Edinburg
Route 12	2,265	1%	Edcouch, Elsa, Edinburg
Route 14	10,890	3%	Edinburg
Route 15	1,616	0%	Edinburg
Route 16-1	11,322	3%	Courthouse Circulator
Route 16-2	9,497	3%	Courthouse Circulator
Route 17	787	0%	Edinburg T-line
Route 20	7,481	2%	Mission
Route 30	2,428	1%	Pharr, San Juan
Route 31-1	7,949	2%	Cameron-Hidalgo County
Route 31-2	6,529	2%	Hidalgo-Cameron County
Route 31-3	5,875	2%	Cameron-Hidalgo County
Route 32	572	0%	Donna
Route 40	1,799	0%	Harlingen
Route 41	3,753	1%	Harlingen
Route 42	321	0%	San Benito
Route 44	1,151	0%	Primera, La Feria, Santa Rosa
Route 45-1	3,717	1%	Cameron County
Route 45-2	2,566	1%	Cameron County
Greenline - 1	1,558	0%	Rio Grande City
JagExpress YL	1,758	0%	Weslaco, Pharr, McAllen
Vaquero Express	245,632	65%	Edinburg
Metro Express (3)	16,207	4%	Rio Grande Valley
TOTAL	377,068	100%	

**Total Ridership Count subject to change when finalized

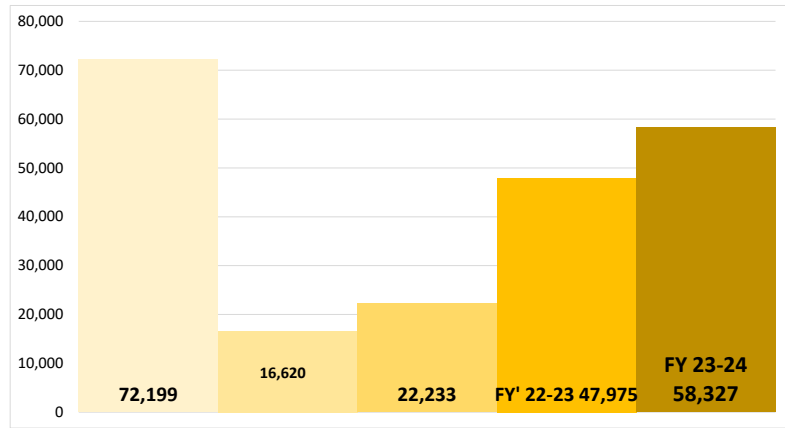


Active Routes	Rural	Urban	Total
Flex Routes	6	17	23
Demand Response	6	0	6
Fixed-Metro Express	0	3	3
	12	20	32

YEAR TO DATE RIDERSHIP REPORT

Year to Date - January 2024	Prior Year January 2023	DIFFERENCE	% DIFFERENCE
377,068	280,897	96,171	34%

* Rural service - service in rural low-population areas outside of urbanized areas * Urban service- service between or within urbanized areas



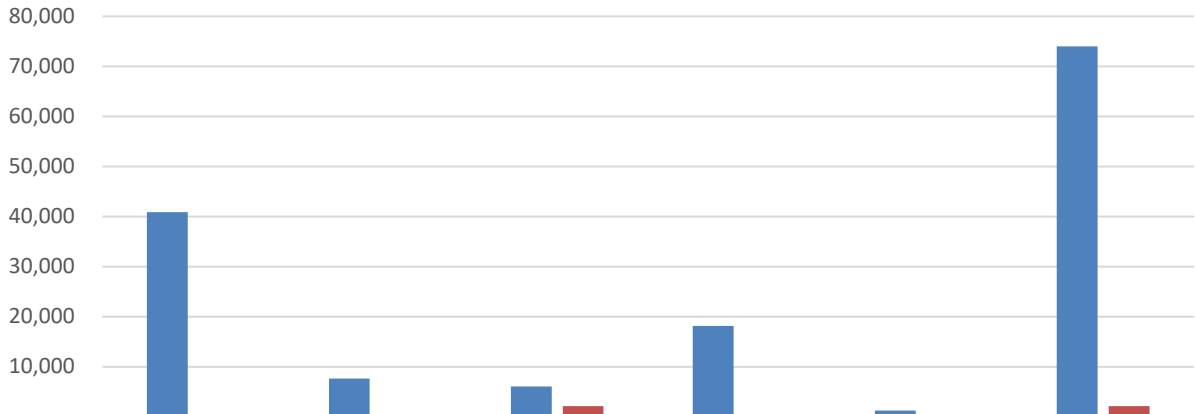
Fiscal Year	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Total	Difference	%Change
FY' 2019-2020	78,440	91,930	74,137	44,709	72,199	84,562	75,604	85,670	50,318	56,330	56,234	64,773	834,906	145,243	21%
FY' 2020-2021	17,149	19,332	16,190	16,072	16,620	14,611	19,300	18,169	18,080	19,842	19,774	31,381	226,520	-608,386	-73%
FY' 2021-2022	42,242	40,558	37,262	26,918	22,233	53,128	45,400	44,843	28,314	30,112	35,091	24,384	430,484	203,964	90%
FY' 2022-2023	69,699	71,269	58,154	33,800	47,975	66,785	62,828	63,687	36,978	34,870	33,997	50,988	631,030	200,546	47%
FY 2023-2024	94,382	100,219	81,110	43,030	58,327	0	0	0	0	0	0	0	377,068	-53,416	-12%
Monthly Change from Previous FY	24,683	28,950	22,956	9,230	10,352	-66,785	-62,828	-63,687	-36,978	-34,870	-33,997	-60,988	-153,962	-153,962	-1
Percent Change	35%	41%	39%	27%	22%	-100%	-100%	-100%	-100%	-100%	-100%	-100%	-40%	-127%	-126%

Year to Date 2023-2024

Distribution of Revenue Hours

	Large Urban	Small Urban	Rural	UTRGV	STC	Total
Motor Bus	40,891	7,647	6047.23	18,145	1256.12	73,987
Demand Response	-	0	2,132			2,132

FY 23-24 YTD Revenue Hours



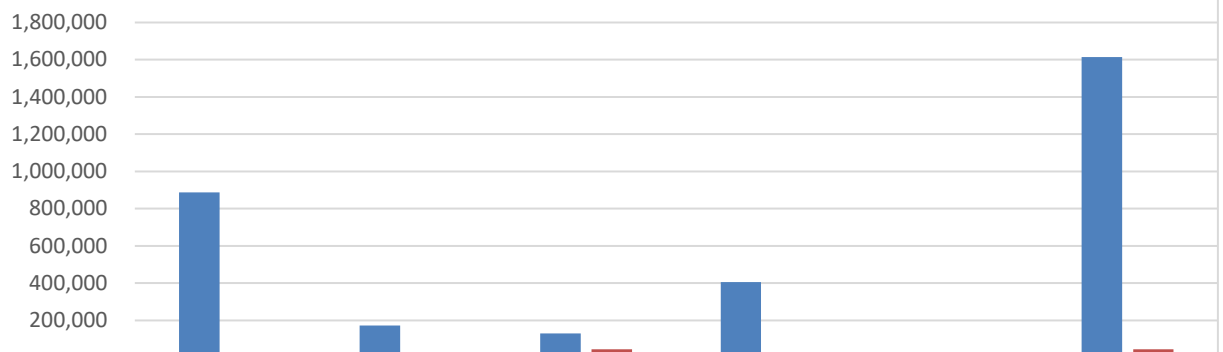
	Large Urban	Small Urban	Rural	UTRGV	STC	Total
Motor Bus	40,891	7,647	6047.23	18,145	1256.12	73,987
Demand Response	-	0	2,132			2,132

Year to Date 2023-2024

Distribution of Revenue Miles

	Large Urban	Small Urban	Rural	UTRGV	STC	Total
Motor Bus	887,483	172,457	129,315	404,913	20,500	1,614,668
Demand Response	-	-	43,627			43,627

FY 23-24 YTD Revenue Miles



	Large Urban	Small Urban	Rural	UTRGV	STC	Total
Motor Bus	887,483	172,457	129,315	404,913	20,500	1,614,668
Demand Response	-	-	43,627			43,627



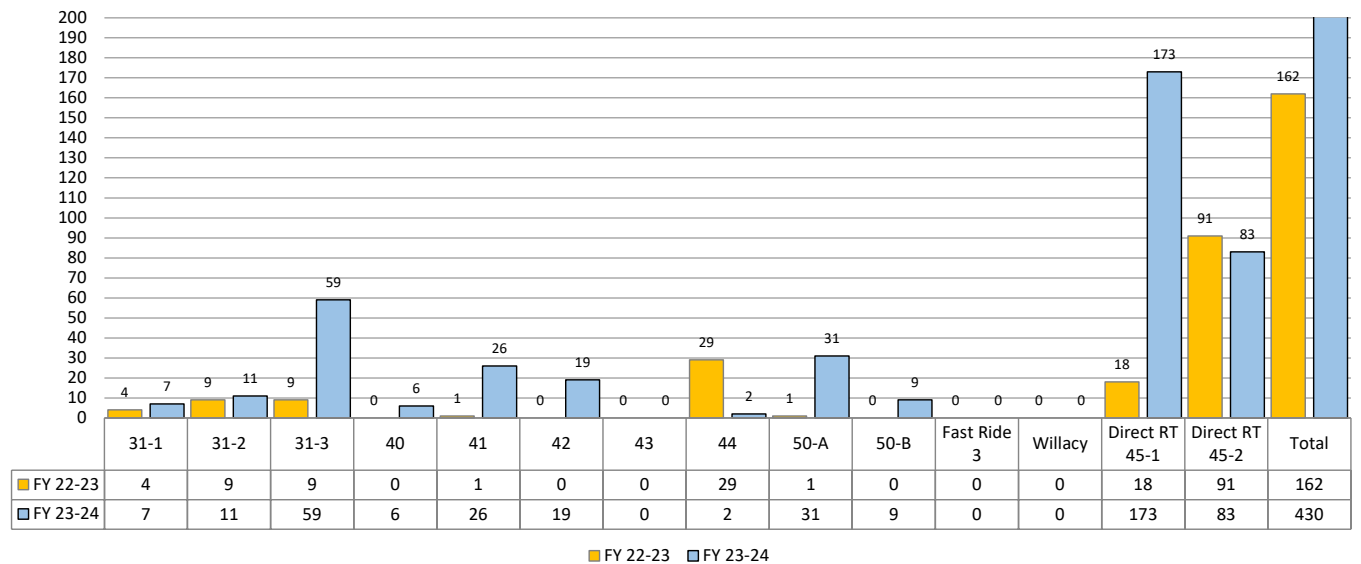
FY 2023-2024 Valley Metro

TSTC MONTHLY PASSENGER COUNT

Routes	31-1	31-2	31-3	40	41	42	43	44	50-A	50-B	Fast Ride 3	Willacy	Direct RT 45-1	Direct RT 45-2	Total
September	0	0	7	2	6	0	0	1	7	2	0	0	83	28	137
October	1	0	2	3	5	8	0	0	5	3	0	0	62	29	119
November	0	7	19	1	9	5	0	1	9	1	0	0	7	15	74
December	6	4	13	0	4	5	0	0	9	3	0	0	21	8	74
January	0	0	18	0	2	1	0	0	1	0	0	0	0	3	26
February	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
March	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
April	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
June	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
August	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	7	11	59	6	26	19	0	2	31	9	0	0	173	83	430
FY 2023-2024	4	9	9	0	1	0	0	29	1	0	0	0	18	91	162
Change Over Previous FY	4	9	9	6	25	19	0	-27	30	9	0	0	155	-8	268

	Sept.	Oct.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug	Total
Direct Routes	111	91	148	22	29	3	0	0	0	0	0	0	0	404
Indirect Routes	25	27	27	52	45	22	0	0	0	0	0	0	0	198
Monthly Total	136	118	175	74	74	25	0	0	0	0	0	0	0	602

2023 - 2024 Valley Metro Routes TSTC Student Passenger Count





Selected Consultant

Hidalgo County Active Transportation Plan

Presented by: Emmanuel Escobedo

Update #1



Items to be Discussed:

1. Hidalgo County Active Transportation Plan Overview
2. Projected Timeline
3. Met and Upcoming Milestones
4. Request for Information

Hidalgo County Active Transportation Plan Overview

Main Goal:

To Implement a comprehensive system encouraging biking and pedestrian activity throughout the region.

- ▶ Intent of this Plan:
 - ▶ To identify opportunities for the development of a regional network of bike and pedestrian infrastructure.
 - ▶ To display a comprehensive network of trails and facilities utilizing existing and planned roadway infrastructure.
 - ▶ To analyze existing marketing and programming for active tourism
- ▶ Anticipated completion in 12 months **(December 2024)**

Projected Timeframe

PROJECTED TIMEFRAME (12 months)												
	1	2	3	4	5	6	7	8	9	10	11	12
PHASES												
Project Management	*											
Phase 1: Startup, Define Study Areas, Existing Conditions												
Phase 2: Public Engagement			•		◊	•		•		•		•
Phase 3: Needs Assessment												
Phase 4: Strategies and Recommendations												
Phase 5: Strategies and Recommendations												
Phase 6: Active Tourism Recommendations												

*NTP (anticipated on or before 11.1.2023)

• Steering Committee Meetings

◊ Stakeholder

Milestones Met

November 2023	Notice to Proceed Executed
December 2023	Kick-off meeting
Q4 2023 & Q1 2024	Early coordination meetings between HALFF/VM/LRGVDC/RGVMPO/TxDOT

Upcoming Milestones

Monthly	Requests for Reimbursements
January 2024	Selection of Steering Committee members
Q1 2024	Request for Information (RFI) Completion
February 2024	First Steering Committee Meeting
March 2024	Public Engagement



Request for Information

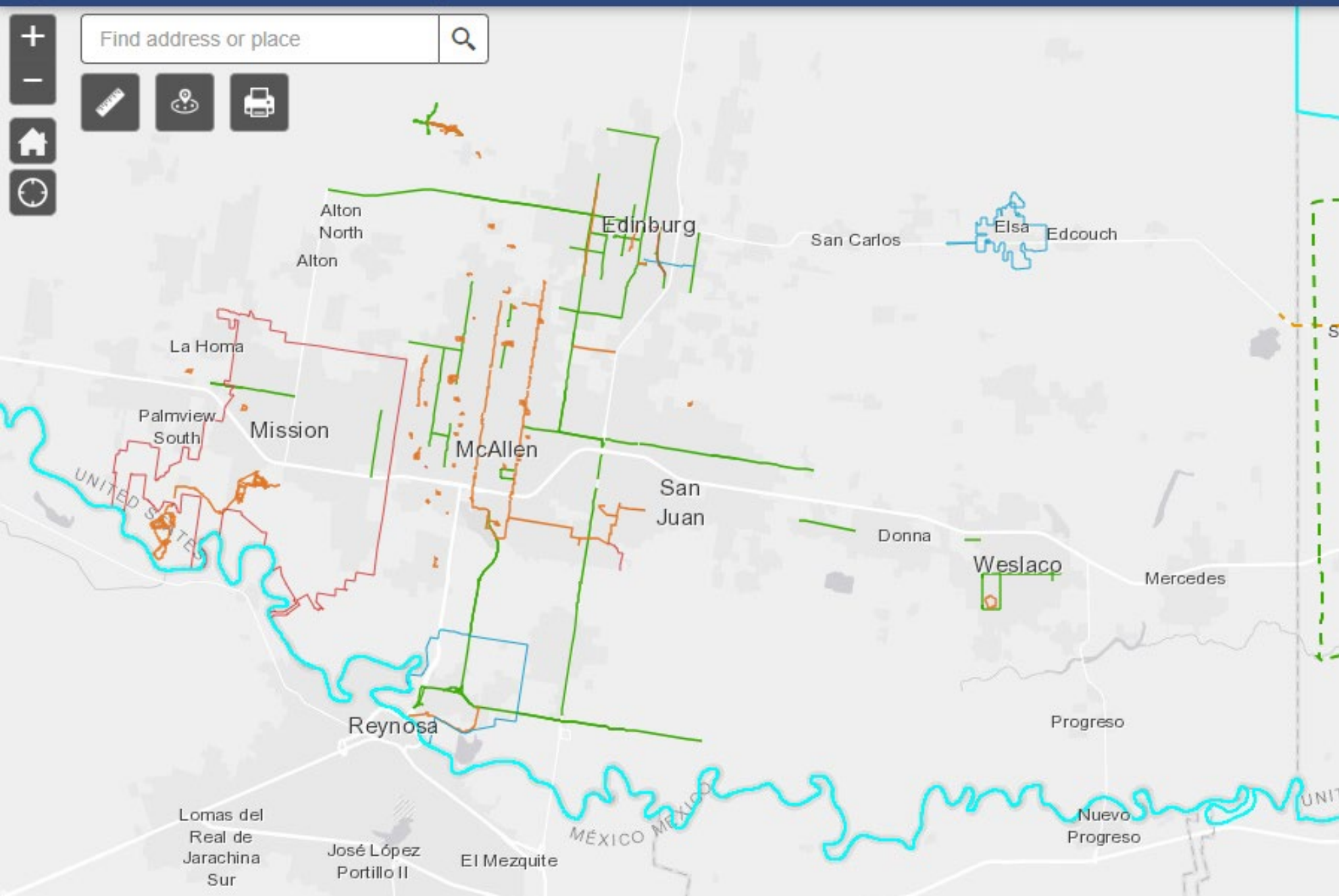
Kindly requesting all entities in Hidalgo County to share documents and data relevant and pertinent to the development of a thorough Plan.

Examples include:

- Public/Community Facilities
- Infrastructure Information
- Demographics data
- Capital Improvement Plans
- Images of Active Transportation
- Studies
- Reports
- Policies
- Agreements
- Resolutions
- Grants



Find address or place



RGVMPO TASA Projects

Program Call

— 2023-2024

— 2021-2022

Off Street Trail



On Street Bike Facility



Caracara Trails Map

--- Planned Multi-Use Trail

- - - Planned USBR

— Existing Multi-Use Trail

- - - Planned Paddling Trail

— Existing Paddling Trail

RGVMPO MAB



Thank you!



Project Manager

Emmanuel Escobedo

Email: eescobedo@lrgvdc.org

ITEM #6.

**EXECUTIVE
SESSION**

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, February 28, 2024

Item #6 Executive Session:

- A. Consultation with Legal counsel under Sections 551.071 of the Texas Government Code regarding a complaint received against an employee.
- B. Reconvene into an Open Session to Consider **ACTION**, if any on items Related to the Executive Session as described above.