

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, August 25, 2021, 12:00 noon

Members of the public can attend this meeting by calling: 1-408-650-3123, access code 802-012-781

Presiding: Judge Aurelio Guerra

=====

Item #1: Call to Order

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

Item #2: Consideration and ACTION to Approve Meeting

Minutes (June 30, 2021).....President

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

Item #4: Administration Manuel Cruz Executive Director

- A. **RATIFICATION** of Executive Committee Action on Purchase of 9-1-1 Equipment
Upgrades for Public Safety Answering Points (PSAPs)
- B. Presentation and Consider **ACTION** on 2020 Annual AuditMelissa Gonzalez
Oscar R. Gonzalez, CPA & Associates
- C. Presentation and **ACTION** to Accept Quarterly Investment Report Crystal Balboa
Finance Director
- D. Presentation on State of Texas' Proposed Opioid Settlements Amanda Sanders
OAG Outreach Director
- E. Introduction of UTRGV's New Dean of School of MedicineMs. Veronica Gonzalez
UTRGV Sr. Vice President
Governmental & Community Relations
- F. Presentation and Discussion on Redistricting Nina Perales
President of Litigation, MALDEF

- G. Presentation and Consider **ACTION** on Partnering with Unidos Contra la Diabetes to Increase Diabetes Awareness and Prevention Raina King
UCD Facilitator

H. Executive Director Report

ACTION MAY BE TAKEN ON ANY OF THE FOLLOWING ITEMS

LRGVDC Updates & Activities

1. Introduction of New Staff Members
2. Consider **ACTION** to Approve Resolution for Advance Funding Agreement
3. Rio Grande Valley Emergency Communications District
4. American Rescue Plan Act of 2021
5. GLO's Response to HARP (Homeowner Assistance and Reimbursement Program)
6. Texas Open Meetings Act Requirements Commencing September 1, 2021

Item #5: Department Reports

**A. Community & Economic Development Rick Carrera
Director**

Program Action Item

1. Consideration and **ACTION** to Approve Texas Commission on Environmental Quality (TCEQ) for Solid Waste Grants Program

Program Status Reports

- Economic Development Administration
- Pandemic Response
- Regional Small Cities Coalition
- Explore RGV
- 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 Jose L. Gonzalez
Director**

Area Agency on Aging Program Action Items

1. Consideration and **ACTION** to Approve Subrecipient Funding for Fiscal Year 2022
2. Consideration and **ACTION** to Add Vendors (Contractors) to the Vendor Pool
3. Consideration and **ACTION** to Seek Additional Vendors (Contractors) for the Fiscal Year 2022 Vendor Pool

Program Status Reports

- Senior Centers / Nutrition Sites Opening
- Aging and Disability Resource Center Funding for Vaccination Expansion

**C. Public Safety Randall Snyder
Director**

Program Action Item

1. Consideration and **ACTION** to Approve Renewal of Network Monitoring and Management Services with Mission Critical Partners

Program Status Reports:

- Emergency Communications/9-1-1
- Criminal Justice Program
- Homeland Security Program
- Regional Police Academy

**D. Transportation Tom Logan, Valley Metro Director
Andrew Canon, RGVMPO Executive Director**

Valley Metro Action Items

1. Consideration and **ACTION** to Authorize Executive Director to Negotiate and Enter into a Contract with Moore and Associates, Inc.
2. Consideration and **ACTION** to Approve Procurement of Fareboxes for Valley Metro Urban Fleet along with Farebox Management Software, Peripherals, and Vault System
3. Consideration and **ACTION** to Approve Revisions to Valley Metro Transit Service Policy
4. Consideration and **ACTION** to Approve Procurement of Revenue Vehicles for Valley Metro Rural Fleet

Valley Metro Status Reports

- Ridership Report
- COVID-19 Precautionary Measures
- Regional Transportation Advisory Panel (RTAP) Activity

Rio Grande Valley MPO Status Report

Item #6: New or Unfinished Business

Item #7: Adjourn

REMINDER

Next Meetings:
Wednesday, September 29, 2021

12:00 PM

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

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

PUBLIC INPUT POLICY:

“At the beginning of each LRGVDC meeting, the LRGVDC will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. All individuals desiring to address the LRGVDC must be signed up to do so prior to the open comment period. The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the LRGVDC. For issues or topics which are not otherwise part of the posted agenda for the meeting, LRGVDC members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chair as these items are considered, and the same 3-minute time limitation applies.”

ITEM #2.

MINUTES

MINUTES

MEETING OF THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL BOARD OF DIRECTORS

12:00 PM WEDNESDAY, JUNE 30, 2021

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

PRESIDING: JUDGE AURELIO GUERRA, PRESIDENT

- DRAFT -

President Aurelio Guerra called the meeting to order at 12:04 p.m. Roll call was taken and a quorum was declared.

President Guerra then moved to item 2 - Consideration and Action to Approve Meeting Minutes (May 26, 2021). ***Councilwoman Norie Garza made a motion to approve the May 26, 2021 meeting minutes as presented. Mr. Jim Darling seconded the motion, and upon a vote the motion carried unanimously.***

President Guerra next moved to Item 3: Public Comment and/or Report from Legislative Delegation; there being none, President Guerra next moved to Item 4: Administration.

A. Presentation on Property Tax Appraisal Process

Executive Director Manny Cruz stated that, as the Board requested at the May meeting, he has invited our county appraisal districts to give a presentation on the process of assessing property tax rates. The main question the Board has, is if there is a process whereby local governments can request a deferment or freeze on rate increases during a disaster such as the current pandemic. Mr. Cruz then turned the floor over to Mr. Richard Molina, Cameron County Appraisal District. Mr. Molina introduced his staff, Mr. Rolando Garza, Hidalgo County Appraisal District; and Ms. Rosalva Guerra, Starr County Appraisal District.

Mr. Molina and Mr. Garza led a detailed presentation that covered the establishment of appraisal districts, explained that they are responsible for appraising property for ad valorem purposes, that all taxable property is appraised at its market value as of January 1, and that market value is the price at which a property would sell. Mr. Molina explained that a disaster must be declared by the governor, that there must be physical damage to the property, and that the COVID pandemic did not qualify. While he appreciates the resolution the City of Edinburg passed, he is bound by the law to set property taxes according to legislation.

B. Presentation and Discussion on Redistricting and C. Presentation on Partnering with Unidos Contra la Diabetes to Increase Diabetes Awareness and Prevention

Due to the length of, and extensive discussion on the Property Tax Appraisal Process presentation, President Guerra will reschedule these presentations for the August 25 meeting.

D. Consideration and Action to Appoint Board Designee and Alternate to Texas Association of Regional Councils (TARC)

Mayor Chris Boswell made a motion to appoint Commissioner David Garza as the designee and Mr. Jim Darling as the alternate for the next term. Mayor Rick Guerra seconded the motion, and upon a vote the motion carried unanimously.

- E. Consideration and ACTION to Approve Procurement of New Phone System for Entire LRGVDC
Mr. Cruz was recognized and informed the Board that the proposed item is the CISCO-Business Edition 6000. The cost of this item will be \$87,879 or less depending on final equipment selections. The purpose of this purchase is to upgrade LRGVDC's old, antiquated phone system. A procurement cost analysis was conducted by staff and three quotes were received; one quote did not meet the specifications requested. The two quotes were evaluated, and TanChes Global Management has been selected under TX DIR #4167. Staff is confident that the selected vendor will meet all our needs and requirements for telephone communications. This item was included as part of the approved budget at the beginning of this fiscal year. ***Commissioner David Garza made a motion to approve the procurement of a new phone system for the entire LRGVDC. Mr. Troy Allen seconded, and upon a vote the motion carried unanimously.***

F. Executive Director Report

President Guerra recognized Executive Director Manuel Cruz to address the following:

LRGVDC Updates & Activities

Mr. Cruz took a moment to remember Mr. Richard Hinojosa who passed away on June 14, 2021. Mr. Hinojosa was with the LRGVDC from 1992 – 2005; and served as the Director of Regional Planning & Services, and then as the Deputy Executive Director. The LRGVDC family sends the Hinojosa family our prayers and deepest condolences.

1. Introduction of New Staff Members

Mr. Cruz showed a list of seven (7) new staff members who were hired for the Area Agency on Aging and for Valley Metro.

2. Auditor Information Request

Mr. Cruz informed the Board that our financial auditing process requires that a survey be completed by every LRGVDC Board Member. The information will be mailed via USPS with a pre-addressed envelope to mail it directly to our auditor, Oscar R. Gonzalez, CPA & Associates, P.L.L.C. Mr. Cruz encouraged prompt responses for the survey in order to not delay finalizing the 2020 audit.

3. 87th Legislature Updates

Mr. Cruz highlighted HB 5 on the expansion of broadband services in rural areas and offered the services of the LRGVDC as a platform to implement this project. Areas where the LRGVDC could assist are by identifying weak areas possibly through a propagation study, a feasibility study and/or market analysis on different types of technology. Four councils of governments have already ventured into this project; some are spearheading its implementation and serving as the platform to connect local governments with the private sector. He emphasized that the LRGVDC stands ready to assist as needed.

4. American Rescue Plan Act of 2021

This topic was covered under item 3.

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

A. Community & Economic Development

Director Rick Carrera was recognized to address the following:

Program Action Items

1. Consideration and Action to Approve Entering into an Advertising Contract with Advertir

Mr. Carrera informed the Board that Advertir is an advertising firm that was selected through a formal solicitation process, a Request for Proposals (RFP), by the Regional Tourism and Travel Advisory Committee (RTTAC). They were selected among three (3) respondents to the RFP. The contract will be for \$45,000 and will provide marketing services for the Explore RGV Application and website. ***Mayor Rick Salinas made a motion to approve entering into an advertising contract with Advertir as requested. Councilman Johnny Garcia seconded the motion, and upon a vote the motion carried unanimously.***

Program Status Reports

Mr. Carrera noted that the status reports were provided in the meeting packet for review.

B. Health & Human Services

Program Status Reports

Mr. Gonzalez stated that the status reports on CDC Funding Addressing Expanding COVID-19 Vaccinations for Seniors and the Consolidated Appropriations Act Funding for Home Delivered Meals were in the meeting packet for review.

C. Public Safety

Program Action Items

Director of Public Safety Randall Snyder was recognized to report on the following items:

1. Consideration and Action to Approve Purchase of Interoperable Communications Infrastructure Equipment

Mr. Snyder informed the Board that this equipment which will be purchased under current state grant #4016801, Interoperable Communications Infrastructure Regional Project, will help build and enhance communication capabilities among first responders, in particular the Edinburg-Pharr radio systems.

The quote, in the amount of \$381,528.28 is for infrastructure hardware and labor. This purchase will help build the capacity of the City of Edinburg's radio system which is currently tied to the City of Pharr's radio system. The current issue is when the City of Pharr's system goes down, so does the City of Edinburg's. Edinburg is home to some of the region's special teams that deploy to the city, region, and state; therefore, it is critical that communication capabilities be enhanced and sustained. The City of Edinburg will be responsible for connectivity and electrical costs as well as maintaining the system. The quote is from the vendor Daily-Wells which installed the original system and currently services it. Therefore, to maintain a smooth transition and continuation of operations it is recommended that Dailey-Wells provide the services. ***Mayor Chris Boswell made a motion to approve the purchase of interoperable communications infrastructure equipment as requested. Commissioner Edward Gonzalez seconded the motion, and upon a vote the motion carried unanimously.***

Program Status Reports

The program status reports were provided in the meeting packet for review

D. Transportation

Director of Valley Metro Tom Logan was recognized to address the following items:

Program Action Items

a. Consideration and Action to Approve Procurement of On-Board Camera System Upgrade

Mr. Logan informed the Board that staff requests approval to purchase this on-board camera system upgrade to enable live-streaming and wireless video footage download. This system upgrade will allow our staff to remotely monitor live footage of the buses in the field giving us the opportunity to address situations as they occur. Furthermore, the wireless video footage download will expedite the retrieval and review of footage of incidents and accidents and assist in personnel evaluations. This system is an extension of our Seon on-board camera system.

Purchase of this system will be made using TxDOT grant #RTAP-2020-LRGVDC-00017 Grant and will cover this purchase at 100%, no local match is required. ***Mayor Chris Boswell made a motion to approve the procurement of the on-board camera system upgrade as presented. Councilman Johnny Garcia seconded the motion, and upon a vote the motion carried unanimously.***

b. Consideration and Action to Approve Procurement of Employee Uniforms

Mr. Logan informed the Board that staff requests approval to purchase employee uniforms from the existing contract with Unifirst. Uniforms will be issued to the following staff positions: drivers, mechanics, dispatchers, call-takers, and contracted employees.

Purchase of these uniforms is made possible through cooperative procurement, and FTA grants will cover purchase at 50%, with a local match of 50%. ***Councilwoman Norie Garza made a motion to approve the procurement of employee uniforms as presented. Councilman Johnny Garcia seconded the motion, and upon a vote the motion carried unanimously.***

Program Status Reports

The Valley Metro Program status reports were available in the meeting packet for review. Mr. Logan reported that even though we are in the midst of a pandemic Valley Metro ridership is good and has served 151,000 riders year-to-date, and ridership continues to slowly increase. He added that the new Fast Ride Microtransit System is being utilized by the elderly and disabled as well as able-bodied riders. The Microtransit System offers curb-to-curb service anywhere here in the Valley.

Item 6. - New or Unfinished Business

Mr. Cruz reminded the Board that the LRGVDC is on its way to becoming an Emergency Communications District by the end of August. Staff will send invitations to the first meeting.

Item 7. – Adjourn.

There being no further business to come before the Board, the meeting was adjourned at 1:19 pm.

Judge Aurelio Guerra, President

ATTEST:

Deborah Morales, Recording Secretary

ITEM #4. A.

**ADMINISTRATION
RATIFICATION
OF
EXECUTIVE
COMMITTEE
ACTION**

Lower Rio Grande Valley Development Council Executive Committee Action Request

Item #4:--Administration

A. Administration

RATIFICATION of Executive Committee Action as follows:

Public Safety ECOMMS Program

Consideration and **ACTION** to Approve Purchase of 9-1-1 Equipment Upgrades for Public Safety Answering Points (PSAPs).

Staff requests Executive Committee approval to purchase front and backroom computers, software, server equipment and accessories for all seventeen (17) PSAPs. This purchase includes project management, staging, shipping, Remote MapFlex server configurations, Remote CCS training, and training for staff.

The total estimated cost is \$648,606.22 and is necessary for efficiency and as a part of our strategic plan's equipment replacement schedule. This equipment is considered proprietary and will be made with a sole source purchase through Intrado using HGAC Buy Contract ECo7-20. This is a Commission on State Emergency Communications (CSEC) budgeted approved item.

Due to the anticipated transition to the Rio Grande Valley Emergency Communications District (RGVECD) by August 31, 2021, this purchase needs to be finalized by August 20, therefore approval by the Executive Committee is needed. If approved, this item will be brought before the full Board of Directors for ratification at the August 25, 2021 Board meeting.

ITEM #4. B.

ADMINISTRATION

2020

ANNUAL AUDIT

DRAFT

**Lower Rio
Grande Valley
Development
Council**

**Audited Financial Report
Year Ended December 31, 2020**

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

ITEM #4. C.

ADMINISTRATION

**QUARTERLY
INVESTMENT
REPORT**

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
Quarterly Investment Report
April 1, 2021 through June 30, 2021

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

Recorded Interest Income for the quarter		\$211.84
	Beginning 04/01/21	Ending 06/30/21
Investments in TexPool Prime:		
Water Plan	\$63,090.52	\$63,102.66
9-1-1	591,978.18	522,089.94
TCEQ	110,873.89	173,996.66
Transit	94,535.85	94,554.04
TWDB	166.01	166.04
GLO-Closing Cost	99,204.50	99,223.58
Kari's Law	62,404.66	62,416.67
Tire Project	22,920.67	22,925.06
RGV Explorer	56,687.13	56,698.03
Total	\$ 1,101,861.41	\$1,095,172.68

TexPool Prime Rate as of June 30, 2021 – 0.0615%

Crystal Balboa
Director of Finance

ITEM #4. D.

ADMINISTRATION

PRESENTATION

ON OPIOID

SETTLEMENT



SUMMARY OF PROPOSED OPIOID SETTLEMENTS

BACKGROUND

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

FINANCIAL TERMS

The two agreements provide for \$26 billion in payments over 18 years, with \$23.9 billion available for opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Subdivisions can only participate in the agreement if their state participates. Texas' combined share is almost \$1.5 billion: \$1.17 billion from the distributors and \$268 million from J&J. Distribution within Texas is handled through an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments.

Once the state agrees to participate, then the more subdivisions that join, the more money everyone in Texas will receive. Future opioid litigation may result in suspension and reduction of

payments. Even without full resolution of claims, states and subdivisions can still receive substantial payments by resolving a significant portion of current and future claims.

INJUNCTIVE TERMS

Both agreements both contain industry-changing injunctive terms. The distributors will be subject to more oversight and accountability, including an independent monitor, to prevent deliveries of opioids to pharmacies where diversion and misuse occur. They will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids.

HOW TO JOIN

To adopt the settlement and allocation schedule, you need to:

1. sign the Subdivision Settlement Participation Form;
2. adopt the Texas Term Sheet and its intrastate allocation schedule;
3. return both to opioids@oag.texas.gov.

The deadline for states to sign on is August 21, 2021. Subdivisions in participating states then have through January 2, 2022, to join.

FOR MORE INFORMATION, PLEASE VISIT:

www.texasattorneygeneral.gov/globalopioidsettlement

ITEM #4. H. 2.

ADMINISTRATION

**EXECUTIVE
DIRECTOR REPORT
ADVANCED FUNDING
AGREEMENT**

Lower Rio Grande Valley Development Council Board of Directors Meeting

August 25, 2021

Item #4: Administration

H. Executive Director Report

LRGVDC Updates & Activities

2. Consideration and **ACTION** to Approve Resolution for Advance Funding Agreement

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project is made between the Lower Rio Grande Valley Development Council and the Texas Department of Transportation. The Hidalgo County Active Mobility Plan project will define opportunities for a regional network in Hidalgo County focusing on active multimodal transportation and opportunities for active tourism: bike and pedestrian infrastructure, tourism destinations, flooding and draining mitigation strategies, health and wellness, and community & economic development.

The LRGVDC will be coordinating this plan along with cities in Hidalgo County focusing on the following key results:

- improve individual and community health
- enhance multimodal transportation options and connectivity
- determine a vision for regional multimodal transportation
- develop implementation guide with priorities and a catalyst project(s) timeline

Cities in Hidalgo County will provide the local cash match required for the project, and the LRGVDC will act as the project manager to ensure the project is completed. Please see attachments.

RESOLUTION AUTHORIZING EXECUTION OF AN
ADVANCE FUNDING AGREEMENT (AFA) WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR A
TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT

WHEREAS, on August 30, 2018, via Minute Order 115291, the Texas Transportation Commission authorized Hidalgo County Active Mobility Plan project (the “Project”) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the TASA funds require a local match, the Lower Rio Grande Valley Development Plan commits to provide the match. The local match is comprised of cash, plus in-kind contributions, if any; and

WHEREAS, the Lower Rio Grande Valley Development Council is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of the Lower Rio Grande Valley Development Council desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL THAT the EXECUTIVE DIRECTOR is authorized to enter into an AFA with TxDOT for this Project.

DULY PASSED by majority vote of all members of the BOARD OF DIRECTORS of the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL on the 25th day of August 2021.

Signature

Print

Title

Date

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES
SET-ASIDE (TASA) PROGRAM PROJECT
MPO-Selected Off-System**

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project (“Agreement”) is made between the State of Texas (State), acting through the Texas Department of Transportation, and the Lower Rio Grande Valley Development Council (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Hidalgo County Active Mobility Plan (Project), and

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 115291 (MO) dated August 30, 2018 awarding funding for TASA projects in the TASA Program Call of the Hidalgo County MPO, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance. A map showing the Project location appears in Attachment B, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	N/A	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

3. Scope of Work and Use of Project

- A. The scope of work for Project consists of **a feasibility study, the Hidalgo County Active Mobility Plan to provide connective recommendations based on identified gaps in current bicycle/pedestrian plans adopted by cities, and create a unified plan to benefit all cities and communities in Hidalgo County.**
- B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

4. **Project Sources and Uses of Funds**

The total estimated development cost of the Project is shown in Attachment C, Project Budget Estimate and Source of Funds (Attachment C).

- A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The total estimated project cost as shown in Attachment C includes the Local Government’s estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State’s In-Kind Match Reporting form.
- C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.
- E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

- F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- G. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.
- J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.
- M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. State will not pay interest on any funds provided by Local Government.
- Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

5. Termination of the Agreement

- A. This Agreement may be terminated by any of the following conditions:
 - 1. By mutual written consent and agreement of all parties;
 - 2. By any party with 90 days written notice; or
 - 3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

- D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
 2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 3. Local Government withdraws from participation in Project.
 4. State determines that federal funding may be lost due to Project not being implemented and completed.
 5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
 7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

6. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

7. Remedies

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

8. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

9. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Party identified in Article 1 is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
- D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

- A. Architectural and engineering services for preliminary engineering will be provided by the Party identified in Article 1. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TASA reimbursement.
- B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

- C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

12. Construction Responsibilities

- A. The Party identified in Article 1 shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- C. All contract change order review and approval procedures must be approved by State prior to start of construction.
- D. If the Local Government is the responsible party, the State must review and approve change orders.
- E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

- G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

13. Project Maintenance

- A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project’s original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

14. Right of Way and Real Property Acquisition

- A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.
- B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

- H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.
- I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.
- K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

15. Insurance

- A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

- B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a “Loss Payee” should the building be destroyed.

16. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Lower Rio Grande Valley Development Council ATTN: Executive Director 301 W. Railroad Weslaco, Texas 78596	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: District Engineer
600 West IH 2
Pharr, Texas 78577

All invoicing, payment, and project inquiries must include the following information:

County: Hidalgo
Local Government: Lower Rio Grande Valley Development Council
CSJ No.: 0921-02-430
Project Name: Hidalgo County Active Mobility Plan
Highway or Roadway: Within Hidalgo County

17. Legal Construction

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

18. Responsibilities of the Parties

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

20. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

24. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

25. Inspection of Books and Records

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

26. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

27. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

28. Disadvantaged Business Enterprise Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- B. Local Government shall adopt, in its totality, State’s federally approved DBE program.
- C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address:
http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: “The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

termination of this agreement or such other remedy as the recipient deems appropriate.”

29. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

30. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

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

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

31. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. Local Government agrees that it shall:
 1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://sam.gov/SAM/pages/public/index.jsf>
 2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to State if:
 - a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

32. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*
- D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-430	CFDA No.	20.205
District #	21 – Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61656		
Project Name	Hidalgo County Active Mobility Plan	AFA Not Used For Research & Development	

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

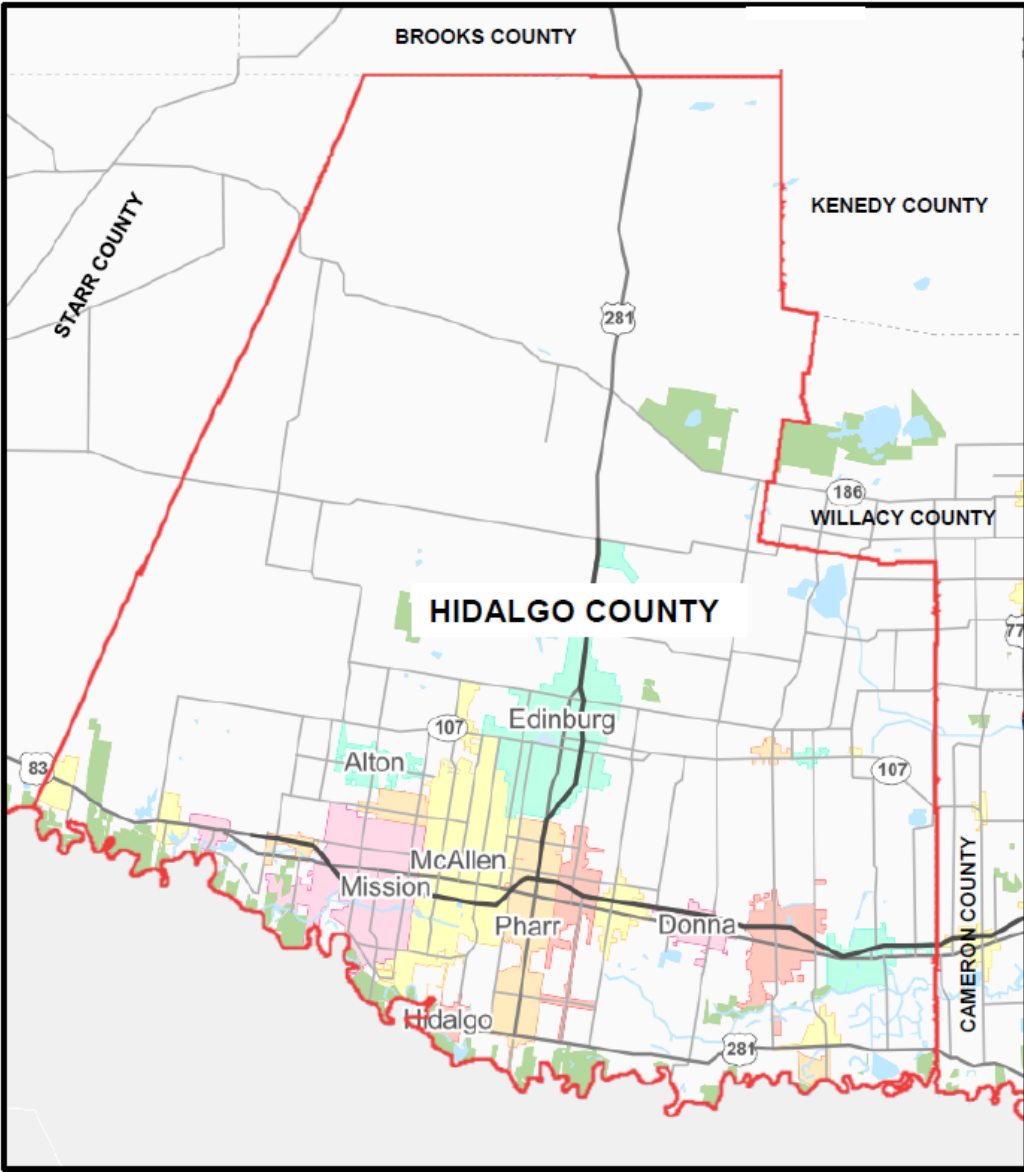
Date

FOR REVIEW ONLY

**ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT**

FOR REVIEW ONLY

ATTACHMENT B
PROJECT LOCATION MAP



CSJ #	0921-02-430	Project Name:	Hidalgo County Active Mobility Plan
-------	-------------	---------------	-------------------------------------

**ATTACHMENT C
PROJECT ESTIMATE AND SOURCE OF FUNDS**

LG Performs PE Work or Hires Consultant / Lets Project for Construction

Work Performed by Local Government (LG)

Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on MPO-selected projects where applicable		State Participation Includes authorized EDC amounts		Local Government Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹ (Cat 9)	\$330,000	80%	\$264,000	0%	\$0	20%	\$66,000
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²	\$0	0%	\$0	0%	\$0	0%	\$0
Construction ²	\$0	0%	\$0	0%	\$0	0%	\$0
Work by LG Subtotal	\$330,000		\$264,000		\$0		\$66,000

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on MPO-selected projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$49,500	0%	\$0	0%	\$0	100%	\$49,500
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Construction ²	\$0	0%	\$0	0%	\$0	0%	\$0
Direct State Costs Subtotal	\$49,500		\$0		\$0		\$49,500
Indirect State Cost	\$17,589		\$0	100%	\$17,589		\$0
TOTAL PARTICIPATION	\$397,089		\$264,000		\$17,589		\$115,500

■ The estimated total participation by Local Government is \$115,500.00, plus 100% of overruns.

CSJ #	0921-02-430	Project Name:	Hidalgo County Active Mobility Plan
-------	-------------	---------------	-------------------------------------

- Total estimated payment by Local Government to State is \$49,500.00.
- ¹Local Government's first payment of \$49,500.00 is due to State within 30 days from execution of this contract.
- ²Local Government's second payment of \$0 is due to State within 60 days prior to the Construction contract being advertised for bids.
- ³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$264,000.00.

FOR REVIEW ONLY

ITEM #4. H. 5

ADMINISTRATION

**EXECUTIVE DIRECTOR
REPORT**

GLO RESPONSE TO HARP



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

July 8, 2021

The Honorable Aurelio Guerra
Willacy County Judge
Lower Rio Grande Development Council
301 W. Railroad Street
Weslaco, TX 78596

Dear Judge Guerra:

Thank you for your recent letter regarding the homeowner programs being administered by the Texas General Land Office (GLO) in the Lower Rio Grande Valley. We appreciate hearing your thoughts.

The GLO continues to deliver substantial assistance to storm survivors across Texas in an effective and efficient manner. For example, in the four years since the landfall of Hurricane Harvey across a 49-county area, well over 3,000 homes have been reconstructed and more than \$85 million reimbursed to homeowners who experienced the devastation of that event. These houses have been rebuilt in accordance with significant federal regulations and in the middle of a pandemic. We hope to complete hundreds more in the coming months.

The success of just the Harvey-related assistance has come as the result of aggressive marketing and outreach by the GLO and its partners. In fact, affirmative marketing plans are required with these specific federal funds. We have begun the same level of promotion with the programs now accepting applications into the 2018/2019 disaster recovery action plans. These action plans were approved by the federal government, which included the required 30-day comment period. The Housing Guidelines comment period has also been conducted in accordance with federal law. Because the end date fell on a weekend, the GLO even continued to take in comments past the required deadline.

We are grateful for the Council's input on local outreach, and we are counting on it as these assistance programs move forward. The GLO plans to administer the 2018-2019 Homeowner Assistance and Reimbursement Programs with the same diligence and care that has already helped thousands of families across Texas.

The Honorable Aurelio Guerra

July 8, 2021

Page 2 of 2

Thank you again for your leadership in helping our communities recover as well as prepare our state for any future storms.

Sincerely,

A handwritten signature in cursive script that reads "Heather Lagrone".

Heather Lagrone

Senior Deputy Director

Community Development and Revitalization

cc: George P. Bush
Commissioner
Texas General Land Office



Lower Rio Grande Valley Development Council

Judge Aurelio "Keter" Guerra, Willacy County.....President
Mayor Ambrosio "Amos" Hernandez, Pharr.....1st Vice President
Mayor Chris Boswell, Harlingen2nd Vice President
Mayor Trey Mendez, Brownsville.....Secretary
Mayor David Suarez, WeslacoTreasurer
Mr. Jim Darling, Member-at-Large Immediate Past President

June 30, 2021

BOARD MEMBERS

David A. Garza
Commissioner, Cameron County

David Fuentes
Commissioner, Hidalgo County

Pilar Garza
Commissioner, Alamo

Johnny Garcia
Councilman, Edinburg

Rick Salinas
Mayor, Lyford

Javier Villalobos
Mayor, McAllen

Oscar D. Montoya
Mayor, Mercedes

Norie Gonzalez Garza
Councilwoman, Mission

Jorge Ledezma
Mayor, Primera

Maribel Guerrero
Mayor Rancho Viejo

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

Maricela De Leon
Texas State Technical College

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy County Navigation District

Eleazar Garcia, Jr.
Member-at-Large

Sergio Contreras
Member-at-Large

Lupita Sanchez Martinez
Grassroots Organizations

EXECUTIVE DIRECTOR
Manuel "Manny" Cruz

Mr. Elijah Casas
Community Outreach Coordinator
Intergovernmental Relations
Texas General Land Office
111 W. Business 83
Weslaco, Texas 78596

Dear Mr. Casas,

We would like to acknowledge the efforts of the Texas General Land Office and their support of various projects in the Rio Grande Valley. The Lower Rio Grande Valley Development Council (LRGVDC) recognizes the commitment from the GLO to help Texans recover from natural disasters, and we hope to continue growing and sustaining our longstanding partnership to ensure our region is represented and restored following a natural disaster.

This letter is presented by request of the LRGVDC Board of Directors to formally express concerns regarding the recently announced Homeowner Assistance and Reimbursement Program (HARP). During the May 26, 2021 LRGVDC board of directors meeting, formal comments and concerns were made by several elected officials and community members.


The Board and General Membership came to a consensus to send a letter to the TxGLO to voice the following concerns.

- lack of local administration of the HARP,
- lack of outreach and guidance of the HARP,
- limited public comment period.

Specifically, the absence of a local entity administering the program creates barriers to effectively distribute funds and support; it will also hinder adequate responses by those in need of the program's benefits. The consensus from the Board also noted beneficiaries of this program in the region will be at a disadvantage from the lack of specialized outreach and guidance. The feedback shared by the Board of Directors expressed that outreach and guidance was inadequate to reach residents in areas hardest hit by disasters. Finally, the public comment period was perceived to be too short and poorly promoted, which did not allow for a sufficient opportunity for thorough feedback on the program from the region.

The LRGVDC appreciates the collaborative partnership with the TxGLO. This letter is sent in the spirit of goodwill to share feedback received from elected officials and community members, and to advocate on behalf of those who serve our region and best understand the vulnerable populations. As always, the lines of communication are open, and we welcome any opportunity to discuss the HARP and the feedback expressed herein.

Sincerely,


Aurelio Guerra, Judge
LRGVDC President

ITEM #5. A.

**COMMUNITY
&
ECONOMIC
DEVELOPMENT**

Lower Rio Grande Valley Development Council
Board of Directors Meeting

August 25, 2021

Item #5: Community & Economic Development

A. Community & Economic Development

Program Action Item

1. Consideration and **ACTION** to Approve Texas Commission on Environmental Quality (TCEQ) Resolution

A signed resolution from the LRGVDC governing body must accompany the FY 2022/2023 Regional Solid Waste Grants Program application. The LRGVDC shall submit the signed resolution with the LRGVDC application.

RESOLUTION

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO FILE AND EXECUTE AN APPLICATION AND A GRANT CONTRACT WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR THE FY 2022/2023 SOLID WASTE GRANT PROGRAM

WHEREAS, this resolution will authorize the Lower Rio Grande Valley Development Council Executive Director to file and execute an application and grant contract with the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR FY 2022/2023 SOLID WASTE GRANT PROGRAM; and

WHEREAS, the State of Texas acting by and through the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY administers the Solid Waste Management Program; and

WHEREAS, the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY informed the Lower Rio Grande Valley Development Council that these funds are available to conduct the FY 2022/2023 SOLID WASTE GRANT PROGRAM;

NOW THEREFORE, LET IT BE RESOLVED, by the Lower Rio Grande Valley Development Council Board of Directors that:

- A. The Executive Director be authorized to file and execute an application and grant contract for FY 2022/2023 SOLID WASTE GRANT PROGRAM.
- B. The Executive Director be authorized to take such actions necessary to implement the aforementioned contract.
- C. The Lower Rio Grande Valley Development Council will comply with provisions of the financial assistance program and the requirements of the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- D. Grant funds will be used only for the purposes for which they are provided.
- E. The solid waste program will be in compliance with and supports the State Solid Waste Strategic Plan, the Regional Solid Waste Management Plan, and any superseding plans, statutes, or regulations applicable to the geographical area covered by the program.

Adopted by the LRGVDC at a meeting held on the 25th day of August 2021

Honorable Aurelio Guerra, President
Lower Rio Grande Valley Development Council

Lower Rio Grande Valley Development Council Board of Directors Meeting

August 25, 2021

Item #5: Department Reports

A. Community & Economic Development

Program Status Reports

- Economic Development Administration

EDA was allocated \$3 billion under the American Rescue Plan Act (ARPA) to assist communities nationwide. The ARPA funding allows EDA to lead an unprecedented approach to “prevent, prepare for, and respond to coronavirus and for necessary expenses for responding to economic injury as a result of coronavirus”. On July 22 the EDA released several Notices of Funding Opportunities (NOFO) under ARPA.

Staff conducted a webinar on Thursday, August 5 with representatives from EDA to provide information on the grant opportunities available under ARPA. At this time, LRGVDC seeks entities that are interested in joining in on a grant application for the Build Back Better Regional Challenge. This funding provides an opportunity for regions to potentially have an opportunity to grow new regional industry clusters or scale existing ones through planning, infrastructure, innovation and entrepreneurship, access to capital, and more. Furthermore, the EDA’s Good Job Challenge offers funding for workforce development and similar initiatives. See the attached flyers for quick information on these two programs. Staff have been discussing all opportunities available under ARPA with stakeholders and resource partners and will continue disseminating information on all of these opportunities.

To find more information on each American Rescue Plan funding opportunity, you can visit the EDA APRA website <https://eda.gov/arpa/> or the LRGVDC Economic Development webpage, <http://www.lrgvdc.org/business.html>.

Staff is available to provide technical assistance, project development, and grant administration on EDA proposals and projects. For any assistance or information on EDA in general or if you are interested in the ARPA opportunities with a regional approach in mind, contact Rick Carrera, rcarrera@lrgvdc.org.

- Pandemic Response

To better inform and keep our region up to date with COVID-19 and CARES Act resources, the LRGVDC developed this webpage designed to provide the latest resources and information available. The LRGVDC's intent is to improve capacity in our region to recover quickly from difficulties from current and forthcoming adversities with grant opportunities and resources to sustain living situations.

Additionally, the LRGVDC will proactively act as a liaison between various governmental levels and stakeholders. Staff will bring together different leaders and stakeholders to formulate best practices and actionable deliverables for sectors most affected by COVID-19 to establish a method of recovering from similar economic disasters.

The COVID-19 page continues to receive updates and the Pandemic Economic Response Coordinator (PERC) is currently assisting with the Regional Tourism & Travel Advisory Committee (RTTAC) and their goal of leveraging Explore RGV. The pandemic has greatly affected the travel and tourism sector and we are seeking a marketing firm to help bolster the website and application to help this hard-hit industry.

The business wellness survey is still open for the time being. Please share with your local business community if you have not, [2021 LRGVDC Regional Business Wellness Survey](#).

Grant opportunities are evolving, and some have already reached out to become involved. A variety of funding is available.

Please reach out! We are happy to provide any information, resources, or assistance available. Please visit our Covid-19 Resources webpage at: <http://www.lrgvdc.org/covid19.html>. Questions, comments, or concerns, please contact Rey Soto rsoto@lrgvdc.org.

- Regional Small Cities Coalition

The next Regional Small Cities Coalition Advisory Committee (RSCC) meeting will be held September 16, 2021, at 11:30 a.m. via GoToMeeting. The GoToMeeting link and public comment form can be found at LRGVDC's calendar page: <http://www.lrgvdc.org/calendar.html> or you can reach out to Brenda Salinas, bsalinas@lrgvdc.org

- Explore RGV

The Rio Grande Valley wouldn't be the treasure that it is without all 43 RGV cities. Spend some time on our website to discover those hidden gems for yourself!
#ExploreRGV#RGV#Summer2021

We invite you to Download the Explore RGV app at the Apple Store and Google Play or visit www.explorergv.com and to follow @goexplorergv on Twitter and Facebook.

- Community & Economic Development Assistance Fund

Visit our "Community & Economic Development" webpage, <http://www.lrgvdc.org/community.html> that provides information and resources on the Texas Department of Agriculture (TDA) funding opportunities. Eligible applicants are non-entitlement general purpose units of local government including cities and counties that are not participating or designated as eligible to participate

in the entitlement portion of the federal Community Development Block Grant Program (CDBG). Non-entitlement cities that are not participating in urban county programs through existing participation agreements are eligible applicants (unless the city's population is counted towards the urban county CDBG allocation).

- Solid Waste Management Program

The Solid Waste Advisory Committee (SWAC) met on Wednesday, August 18, 2021, at 10:00 a.m. to discuss funding categories and limits on LRGVDC and Solid Waste applications. Subcommittee members were selected to review FY 2022/2023 solid waste applications.

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

The next SWAC meeting will be held Tuesday, September 14, 2021, at 10:00 a.m. via GoToMeeting. The GoToMeeting link and public comment form can be found at LRGVDC's calendar page: <http://www.lrgvdc.org/calendar.html> or reach out to Brenda Salinas, bsalinas@lrgvdc.org

- Water Quality Program

Staff continues to educate the public on water quality issues with the month of May with the theme: Water & Agriculture. You can find our weekly educational social media postings on the LRGVDC Facebook page.

Staff serves as secretary for the Valley Environmental Coalition. The next Valley Environmental Summit and Beach Clean-Up are on Friday, October 1, 2021, and Saturday, October 2, 2021 at South Padre Island Convention Center and Clayton's, respectively. If interested in attending, please register at www.valleyeyes.us.

Staff continues to support the Fresh Water Flows Project for (4) water quality monitoring stations, where Real Time Hydrologic Stations are installed within the LRGV main outflow drains.

- Regional Water Resource Advisory Committee

LRGVDC's Texas Water Development Board - FIF Project #40038 Flood Protection Planning Study remains in the contracting phase. Kick-off meetings are expected this month.

Staff is in talks with the US Army Corps of Engineers (USACE) to enter into an agreement for further flood planning assistance under the Planning Assistance to States (PAS) and Silver Jackets Programs.

The next Regional Water Resource Advisory Committee (RWRAC) meeting is TBD. The GoToMeeting link and public comment form can be found at LRGVDC's calendar page: <http://www.lrgvdc.org/calendar.html>.

The Regional Water Resource Advisory Committee (RWRAC) has a vacancy for a member from the LRGV Stormwater Taskforce. If you are interested or would like to nominate someone for membership, please email dkatznelson@lrgvdc.org the nominee's resume and complete the following nomination form: [RWRAC Nomination Form](#)

- Rio Grande Regional Water Planning Group (Region M)

The Region M Group met on August 4, 2021 and gave their approval to solicit nominations in both the Water Utilities category and the Electric Generating Utilities category. If you are interested and qualify for these either of these positions or would like to nominate someone who is qualified, please contact Debby Morales at dmorales@lrgvdc.org.

The Planning Group has released a Request for Qualifications for the contractor to develop the 2026 Rio Grande Regional Water Plan. For more information, please visit lrgvdc.org or riograndewaterplan.org. The Group will meet on October 6, 2021 at 10:00 am in Zapata, TX to hear presentations from the qualified applicants.

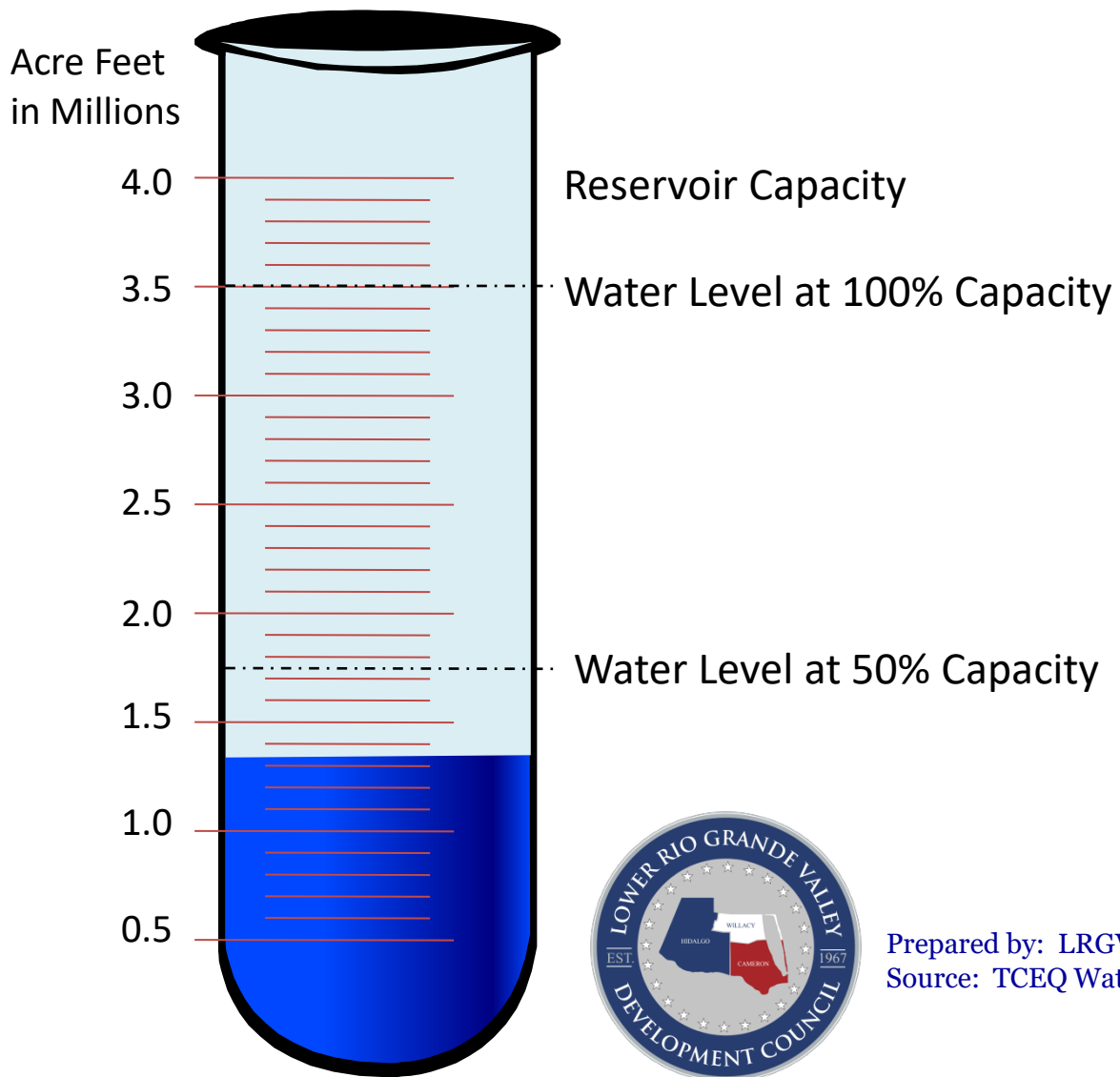
- Reservoir Levels

On August 14, 2021, the U.S. combined ownership at Amistad/Falcon stood at 39.87% of normal conservation capacity, impounding 1,352,248 acre-feet, down from 43.02% (1,459,278 AF) of normal conservation a year ago. Overall the system is holding 27.67% of normal conservation capacity, impounding 1,638,597 acre-feet with Amistad at 34.42% of conservation capacity, impounding 1,127,393 acre-feet and Falcon at 19.31% of conservation capacity, impounding 512,205 acre-feet. Mexico has 11.32% of normal conservation capacity, impounding 286,349 acre-feet at Amistad/Falcon.

Water Levels at Amistad and Falcon Reservoirs (U.S. Ownership)

8/14/2021, 39.87% of Capacity or 1,352,248 AF

Down from 1,459,278 AF of Normal Conservation a year ago



**NOTE: Mexico Ownership/Reservoir Capacity for
August 14, 2021: 11.32% (286,349) A.F.**

Rio Grande Watermaster Report

08/14/21

Amistad Reservoir

Normal Conservation Elevation	340.462 Meters	1,117.00 Feet	
Current Water Elevation	326.085 Meters	1,069.83 Feet	-47.17
Total Normal Conservation Capacity	4,040,325 TCM	3,275,532 Acre-Feet	
Current Total Combined Storage	1,390.624 MCM	1,127,393 Acre-Feet	34.42%
U.S. Share of Current Storage	1,184.393 MCM	960,199 Acre-Feet	85.17%
Mexico Share of Current Storage	206.231 MCM	167,194 Acre-Feet	14.83%
Total Releases (Average)	19.70 CMS	696 CFS	
U.S. Release (Average)	16.50 CMS	583 CFS	83.76%
Mexico Release (Average)	3.20 CMS	113 CFS	16.24%
Total Inflows (Average)	35.00 CMS	1,236 CFS	
U.S. Inflows (Average)	24.40 CMS	862 CFS	
Mexico Inflows (Average)	10.60 CMS	374 CFS	
Total Losses (Average)	14.30 CMS	505 CFS	
U.S. Reservoir Loss (Average)	12.20 CMS	431 CFS	
Mexico Reservoir Loss (Average)	2.10 CMS	74 CFS	

Falcon Reservoir

Normal Conservation Elevation	91.805 Meters	301.20 Feet	
Current Water Elevation	79.900 Meters	262.14 Feet	-39.06
Total Normal Conservation Capacity	3,264,813 TCM	2,646,817 Acre-Feet	
Current Total Combined Storage	630.564 MCM	511,205 Acre-Feet	19.31%
U.S. Share of Current Storage	483.587 MCM	392,049 Acre-Feet	76.69%
Mexico Share of Current Storage	146.977 MCM	119,156 Acre-Feet	23.31%
Total Releases (Average)	25.70 CMS	908 CFS	
U.S. Release (Average)	25.70 CMS	908 CFS	100.00%
Mexico Release (Average)	0.00 CMS	0 CFS	0.00%
Total Inflows (Average)	38.60 CMS	1,363 CFS	
U.S. Inflows (Average)	23.10 CMS	816 CFS	
Mexico Inflows (Average)	15.50 CMS	547 CFS	
Total Losses (Average)	10.90 CMS	385 CFS	
U.S. Reservoir Loss (Average)	8.41 CMS	297 CFS	
Mexico Reservoir Loss (Average)	2.49 CMS	88 CFS	

Overall Status

Amistad

Total Normal Conservation Capacity	4,040,325 TCM	3,275,532 Acre-Feet	
U.S. Share of Normal Conservation	2,270,663 TCM	1,840,849 Acre-Feet	
Current U.S. Share of Normal Conservation	1,184,393 TCM	960,199 Acre-Feet	52.16%
Mexico Share Normal Conservation	1,769,662 TCM	1,434,683 Acre-Feet	
Current Mexico Share of Normal Conservation	206,231 TCM	167,194 Acre-Feet	11.65%

Falcon

Total Normal Conservation Capacity	3,264,813 TCM	2,646,817 Acre-Feet	
U.S. Share of Normal Conservation	1,913,180 TCM	1,551,034 Acre-Feet	
Current U.S. Share of Normal Conservation	483,587 TCM	392,049 Acre-Feet	25.28%
Mexico Share of Normal Conservation	1,351,633 TCM	1,095,782 Acre-Feet	
Current Mexico Share of Normal Conservation	146,977 TCM	119,156 Acre-Feet	10.87%
Total Normal Capacity in Amistad/Falcon System	7,305,138 TCM	5,922,348 Acre-Feet	
Total Normal Conservation Capacity for the U.S.	4,183,843 TCM	3,391,883 Acre-Feet	57.27%
Total Normal Conservation Capacity for Mexico	3,121,295 TCM	2,530,465 Acre-Feet	42.73%
Current Combined Storage for the U.S.	1,667.980 MCM	1,352,248 Acre-Feet	39.87%
Current Combined Storage for Mexico	353.208 MCM	286,349 Acre-Feet	11.32%
Current Storage in the Amistad/Falcon System	2,021,188 TCM	1,638,597 Acre-Feet	
Percent of Storage Capacity			27.67%

ITEM #5. B.

**HEALTH
&
HUMAN SERVICES**

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 25, 2021

Item #5: Department Reports

B. Health & Human Services

Area Agency on Aging Program Action Items Jose L. Gonzalez, Director

1. Consideration and **ACTION** to Approve Subrecipient Funding for Fiscal Year 2022

The Advisory Council recommends approval to fund the following organizations for fiscal year 2022 under the Older American Act program:

- Amigos Del Valle
- City of Los Fresnos
- City of Rio Hondo
- City of La Joya
- Mission Housing Authority
- WellMed Medical Foundation.

The recommended amounts and the service definitions for the services being funded are attached.

Fiscal Year 2022 Request for Proposal

	AGENCY/ORGANIZATION	C-1 - Congregate Meals	C-2 - Home Delivered Meals	Title III (C1 & C2)	Title IIIB	Title IIIB	Title IIIB	Title IIIE - Caregiver Programs	Requests & Funding Recommendations
				Data Management	Transportation	Social Reassurance	Senior Center Operations		
1	Amigos Del Valle, Inc	\$ 1,206,000	\$ 1,998,955	\$ 150,000	\$ 200,000				\$ 3,554,955.0
2	City of La Joya						\$ 51,480		\$ 51,480.0
3	City of Los Fresnos				\$ 18,628		\$ 52,866		\$ 71,494.0
4	City of Rio Hondo				\$ 19,000		\$ 51,536		\$ 70,536.0
5	Mission Housing Authority						\$ 28,000		\$ 28,000.0
6	WellMed Medical Foundation					\$ 50,825	\$ 100,000	\$ 140,000	\$ 290,825.0
	TOTALS	\$ 1,206,000	\$ 1,998,955	\$ 150,000	\$ 237,628	\$ 50,825	\$ 283,882	\$ 140,000	\$ 4,067,290.0

Note: Based on the number of requests, availability of funds, and presentations, the Ad-Hoc Committee is recommending funding the applications for the amounts requested. The City of Los Fresnos submitted an amended budget request that was not accepted. Their initial request was the one considered.

FY 2022 Subrecipient Service Definitions

Service	Description
Caregiver Counseling	<p>A service designed to support caregivers and assist them in their decision-making and problem solving. Counselors are service providers that are degreed and/or credentialed as required by state policy, trained to work with older adults and families and specifically to understand and address the complex physical, behavioral and emotional problems related to their caregiver roles.</p> <p>Includes individual counseling or group sessions. Counseling is a separate function apart from support group activities or training.</p>
Caregiver Training	<p>A service that provides family caregivers with instruction to improve knowledge and performance of specific skills relating to their caregiving roles and responsibilities. Skills may include activities related to health, nutrition, and financial management; providing personal care; and communicating with health care providers and other family members. Training may include use of evidence-based programs; be conducted in-person or online and be provided in individual or group settings.</p>
Caregiver Information Services	<p>A service that provides for the dissemination of accurate, timely and relevant information for informal caregivers, older relative caregivers caring for children 18 years of age and under; and the public through publications, large group presentations, seminars, health fairs and mass media. Developing a resource library and other informational resources for use in the dissemination of caregiver information is a component of this service.</p>
Caregiver Support Groups	<p>A service to facilitate caregivers to discuss their common experiences and concerns and develop a mutual support system. Support groups are typically held on a regularly scheduled basis and may be conducted in person, over the telephone, or online. Support groups are led by a trained individual, moderator, or professional, as required by state policy.</p> <p>Does not include "caregiver education groups," "peer-to-peer support groups," or other groups primarily aimed at teaching skills or meeting on an informal basis without a facilitator that possesses training and/or credentials as required by state policy.</p>
Congregate Meals	<p>A hot or other appropriate meal served to an eligible older person in a congregate setting. (AAAPPM Chapter F)</p>
Home Delivered Meals	<p>Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) delivered to an eligible person in their place of residence. (AAAPPM Chapter F; Section D-1040 and Section D-1070).</p> <p>A CNE is required. (AAAPPM Section D-1040)</p>

Data Management	<p>Activities directly related to data entry and reporting for non-direct services.</p> <p>Includes activities directly related to the direct purchase of service, service authorization and document verification to support the provision, tracking and reporting of congregate meals, home delivered meals and transportation services. Also includes the validation of complete and accurate data in the HHS statewide system and report preparation by AAA Staff in support of the annual State Program Report (SPR) and the quarterly performance report.</p>
Senior Center Operations	<p>The operation of community facilities where older people meet together to pursue mutual interests, receive services, and takepart in activities which will enhance their quality of life, support their independence and encourage their continued involvement in and with the community.</p>
Social Reassurance	<p>Providing regular contact and companionship with an older person by means of telephone calls, texting, skyping, video chatting or Facebook Messenger; or initiating necessary actions in the event the older person cannot be reached by telephone calls, texting, skyping, video chatting or Facebook Messenger.</p>
Evidence-Based Intervention: Stress-Buster for Caregivers	<p>A service which provides for the implementation of evidence-based programs to improve health and well-being and reduce disease and injury.</p> <p>Evidence-Based Programs must:</p> <ul style="list-style-type: none"> • be demonstrated through evaluation to be effective for improving the health and well-being or reducing disease, disability and/or injury among older adults; and • be proven effective with older adult population, using Experimental or Quasi-Experimental Design; and • be published in peer-review journal; and • be fully translated in one or more community site(s); and • include developed dissemination products that are available to the public.
Transportation	<p>Services that provide for or arrange for taking an older person from one location to another. Does not include any other activity.</p> <ul style="list-style-type: none"> • Demand/Response: Transportation designed to carry an older person from a specific origin to a specific destination upon request. An older person requests the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 25, 2021

Item #5: Department Reports

A. Health & Human Services

Area Agency on Aging Program Action Items Jose L. Gonzalez, Director

2. Consideration and **ACTION** to Add Vendors (Contractors) to the Vendor Pool

The Advisory Council recommends approval of 36 vendor agreements for Fiscal Year 2022. The services under these vendors include:

- Home modifications
- Medical transportation
- Medication assistance
- Medical supplies and equipment
- Homemaker services
- Caregiver respite care.

These vendors will be utilized by case managers to purchase services for their clients.

FY 2022 DPS Applicants

	APPLICANT	SERVICES	RATE
1	Medex Transportation	Transportation	<u>Ambulatory Transportation</u> : \$18.00 one trip within first 10 miles - \$2.00 extra mile <u>Wheelchair Transportation</u> : \$29.00 one trip within first 10 miles - \$2.00 extra mile Non-emergency Ambulance: \$190.00 trip plus \$7.00/ mile
2	MIA Transportation	Transportation	Hidalgo County: \$50.00 RT Cameron County: \$70.00 RT County to County: \$120.00 RT
3	Cantu's Pharmacy	Transportation	Hidalgo County \$75 RT plus \$5.00 / mile
4	Valley Metro	Transportation	Hidalgo County: \$25.00 Per one-way trip Cameron County: \$35.00 Per one-way trip

	APPLICANT	SERVICES	RATE
1	28 th State Construction	Residential Repair	Request bid
2	Absolute Construction	Residential Repair	Request bid
3	Adaptive Access Const.	Residential Repair	Request bid
4	Jose N. Flores	Residential Repair	Request bid
5	Los Milagros Construction	Residential Repair	Request bid
6	Las Fuentes Construction	Residential Repair	Request bid

	APPLICANT	SERVICES	RATE
1	A Better Choice Home Health Services	Homemaker Respite	AAA rate: \$18.00 AAA rate: \$18.00
2	Acclaim Health Services, Inc	Homemaker Respite Care	AAA rate: \$13.09 AAA rate: \$13.09
3	Agua Cristalina Home Care, LLC	Homemaker Personal Assistance Respite Care	AAA rate:\$15.00 AAA rate:\$15.00 AAA rate:\$15.00
4	All Generations Health Care	Caregiver Respite Homemaker	AAA rate: \$13.22 AAA rate: \$14.00
5	Arise Home Health Care, Inc	Homemaker In home Respite Care	AAA rate: \$12.00 AAA rate: \$12.00
6	Bee First Primary Home care	Homemaker Respite Personal Assistance	AAA rate: \$14.50 AAA rate: \$14.50 AAA rate: \$14.50
7	Con Amor Provider Services LLC	Respite	AAA rate: \$18.00
8	D'Oro Home Health Services	Homemaker Respite	AAA rate: \$12.50 AAA rate: \$12.50
9	Health Care Unlimited	Homemaker Respite Care	AAA rate: \$13.50 AAA rate: \$13.50
10	Los Reyes Home Care	Homemaker Respite	AAA rate: \$13.84 AAA rate: \$13.84
11	Mi casa PHC, Inc	Homemaker	AAA rate: \$13.00

12	Outreach Health Community Care Services	Homemaker Respite	AAA rate: \$15.00 AAA rate: \$15.00
13	Pure VIP Health Care, LLC	Homemaker Personal Assistance Respite	AAA rate: \$14.50 AAA rate: \$14.50 AAA rate: \$14.50
14	Santa Fe Primary Home Care services	Homemaker Respite	AAA rate: \$14.52 AAA rate: \$13.04
15	Texas Visiting Nurses Service	Homemaker Respite	AAA rate: \$12.50 AAA rate: \$12.50
16	Vive Home Health Services LLC	In-home Respite Care Homemaker Institutional/ Facility based respite care	AAA rate: \$16.00 AAA rate: \$16.00 AAA rate: \$16.00
17	Greystar Healthcare Services LLC	In- home Homemaker	AAA rate: \$18.00

	APPLICANT	SERVICES	RATE
1	Cantu's Pharmacy	DME/Medications/other diabetic shoes	Call for prices
2	Lee's Pharmacy and Medical Equipment (North)	DME/ Prescription medications/ OTC	Call for prices
3	Lee's Pharmacy and Medical Equipment (South)	DME/ Prescription medications/ OTC	Call for prices
4	Mission Plaza Pharmacy	Pharmacy & DME	Call for prices
5	Ochoa's Pharmacy South	Pharmacy/ DME / Supplies	Call for prices
6	Ochoa's Pharmacy Central	Medications/ DME / Supplies	Call for prices
7	Pecan Pharmacy	DME/ Supplies / Pharmacy	Call for prices
8	Richard's Pharmacy/Richard's Rx, LLC	Pharmacy Prescriptions	Call for prices
9	Richard's Pharmacy/Margo Rx, LLC	Pharmacy Prescriptions	Call for prices
10	Richard's Pharmacy/ Richard's Rx, LLC	Pharmacy Prescriptions	Call for prices
11	Salinas Pharmacy (Harlingen)	Medications/ supplies	Call for prices
12	Salinas Pharmacy (San Benito)	Medications/ OTC/ Medical supplies / medical eqpt	Call for prices
13	Santa Fe Durable Medical Equipment	DME/ Medications and supplies	Call for prices

Direct Purchased Service Service Definitions

HEALTH MAINTENANCE:

Services that include one or more of the following activities:

Provision of medications, nutritional supplements, hearing aids or other devices necessary to promote or maintain the health or safety of the older person.

HOMEMAKER:

A service provided by trained and supervised homemakers involving the performance of housekeeping and home management, meal preparation, or escort tasks and shopping assistance provided to an older person who requires assistance with these activities in their place of residence. The objective is to help the recipient sustain independent living in a safe and healthful home environment.

RESIDENTIAL REPAIR:

Services consist of repairs or modifications of dwellings occupied by older persons that are essential for the health and safety of the occupant(s).

CAREGIVER RESPITE CARE – IN_HOME:

Temporary relief for caregivers including an array of services provided to a dependent older person who needs supervision. Services are provided in the older person's home environment on a short-term, temporary basis while the primary caregiver is unavailable or needs relief. In addition to supervision, services may include meal preparation, housekeeping, assistance with personal care and social and recreational activities.

TRANSPORTATION:

Taking an older person from one location to another but does not include any other activity. Demand/Response - Transportation designed to carry an older person to and from a medical facility upon request. An older person requests the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 25, 2021

Item #5: Department Reports

A. Health & Human Services

Area Agency on Aging Program Action Items Jose L. Gonzalez, Director

3. Consideration and **ACTION** to Seek Additional Vendors (Contractors) for the Fiscal Year 2022 Vendor Pool

The Advisory Council recommends opening enrollment for the Direct Purchased Services contractor pool for the period of October 1, 2021 through September 30, 2022. More vendors are needed to provide residential repairs, homemaker services, and respite care.

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 25, 2021

Item #5: Department Reports

B. Health & Human Services

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

- Senior Centers / Nutrition Sites Opening

Several nutrition sites have opened and are serving congregate meals on a limited basis. Some senior centers are also planning on opening soon with limited capacity, depending on the current increase of COVID infections. The Grab-N-Go meals will continue.

- Aging and Disability Resource Center Funding for Vaccination Expansion

The Health and Human Services Commission provided additional funding to the Aging and Disability Resource Center (ADRC) to increase accessibility to vaccinations for seniors and individuals with disabilities. ADRC staff will be contacting local communities regarding developing and coordination efforts to increase accessibilities to seniors in their communities.

ITEM #5. C.

PUBLIC SAFETY

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 25, 2021

Item #5: Department Reports

C. Public Safety

Program Action Item Randall Snyder, Public Safety Director

1. Consider and **ACTION** to Approve Renewal of Network Monitoring and Management Services with Mission Critical Partners.

The cost for these services is estimated at \$323,844 over the 2-year contract. These services include 24/7 network monitoring, tier one incident support services, and a cybersecurity assessment. The vendor is on State of Texas DIR Contract DIR-TSO-3839.



MissionCriticalPartners
Because the Mission Matters

Network Monitoring and Management Services Renewal

Proposal

PREPARED AUGUST 17, 2021
FOR THE LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL, TEXAS

MissionCriticalPartners.com

Dallas Office | 502 N. Carroll Ave. Suite 120 | Southlake, TX 76092 | 888.8.MCP.911 or 888.862.7911

Introduction Letter

August 17, 2021

Mr. Manuel Cruz
Executive Director Lower Rio Grande Valley Development Council
301 W. Railroad Street
Weslaco, TX 78596

Re: Renewal Proposal for Network Monitoring and Management Services

Dear Mr. Cruz:

Mission Critical Partners, LLC (MCP) appreciates the opportunity to provide the Lower Rio Grande Valley Development Council (LRGVDC) with this renewal proposal for Network Monitoring and Management service which also includes a network cybersecurity assessment. The attached scope of work outlines our continuation of support for the services as discussed between Randall Snyder and his staff while recently together.

Mission Critical Partners has identified Kevin Bresnahan, as the service program manager for this effort. His contact information is:

Kevin Bresnahan, Vice President &
Director of Service Delivery Operations
Mission Critical Partners, LLC
502 N. Carroll Avenue, Suite 120
Southlake, TX 76092

Cell: 978.380.0150
Office: 978.312.7971
Fax: 814.217.6807
Email: KevinBresnahan@MissionCriticalPartners.com

I will serve as your local client manager, and I am prepared to continue to assist the Lower Rio Grande Valley Development Council in achieving a successful outcome for these very important projects. Please feel free to contact me at 817.213.6919 or via email at DavidJones@MissionCriticalPartners.com.

Sincerely,

Mission Critical Partners, LLC



David F. Jones
Senior Vice President of Strategic Accounts

About Mission Critical Partners

Mission Critical Partners (MCP) is a leading provider of data integration, consulting, and network and cybersecurity solutions specializing in transforming critical-communications networks into integrated ecosystems that improve outcomes.

Through our breadth and depth of experience and an extensive network of resources, we offer innovative, vendor-independent and forward-thinking solutions that solve our clients' complex challenges.

Our capabilities span all aspects of mission-critical communications, while our expertise covers everything from wireless communications, technology, networks and 911, and facilities and operations. We provide confidence and support every step of the way, from procurement and design to implementation, integration and management. The result is an integrated, high-performing and modern ecosystem that achieves maximum value and optimal efficiency.

With MCP, the proof is in the numbers:

- Loyalty is the foundation of our business, with more than 90% of our clients remaining with us from project to project.
- Our specialized professionals are integral members of our team, with each bringing an average of 25 years or more to every project.
- We expand upon our experience year after year, completing more than 1,400 projects since our inception in 2009.
- We've performed services for clients in nearly all 50 states with a full suite of solutions and services.
- We invest more than a million dollars each year in training our subject-matter experts (SMEs).

MCP stands behind the importance and nobility of the work our clients do. We understand the criticality of effective and critical communications systems, not just for our clients, but also for the communities and customers they serve. While we are proud to have the most experienced and knowledgeable team of professionals in the industry, our greatest pride comes in seeing the successful results of our clients' mission-critical operations.

Because at the end of the day, it's the mission that truly matters.

OFFICE LOCATIONS

Mission Critical Partners serves clients in the public safety, criminal justice, healthcare, transportation and utility markets across North America with offices in the following locations:

Corporate Headquarters

State College Office

690 Gray's Woods Blvd.

Port Matilda, PA 16870

Phone: 888.862.7911

Fax: 814.217.6807

Web: MissionCriticalPartners.com

Branches

Raleigh Office

4208 Six Forks Road, Suite 100

Raleigh, NC 27609

Pittsburgh Office

105 Bradford Rd. Suite 400

Wexford, PA 15090

New Jersey Office

35 Beechwood Rd. Suite 2A

Summit, NJ 07901

Providence Office

166 Valley St., Bldg. 6M, Suite 103

Providence, RI 02909

Denver Office

1512 Larimer Street, Suite 950

Denver, CO 80202

Dallas Office

502 N. Carroll Ave. Suite 120

Southlake, TX 76092

Seattle Office

810 Third Avenue, Suite 600

Seattle, WA 98104

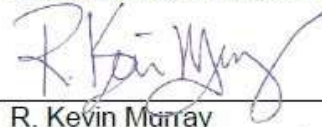
We're Committed to Putting our Clients First

Partnering with a firm that brings an independent, objective perspective to every engagement is a top priority of our clients. We stand behind our commitment to always put the fundamental interests of our clients first.

From our inception, vendor-neutrality is a value that underpins every aspect of what we do. Our goal is to determine the most favorable solution for our clients based on their unique requirements, budget, governance structure, operations, and existing technologies. We provide a holistic perspective regarding the entire mission-critical communications ecosystem, free of bias or favoritism to any specific product or service provider. Our recommendations always are based solely on the value and the benefit provided to the client.

For clients, this approach means more control and greater visibility into the systems they ultimately are responsible for operating and maintaining, and—more importantly—a successful project that improves outcomes.

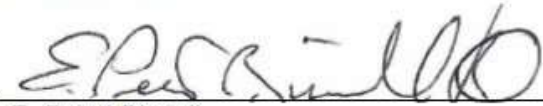
Mission Critical Partners Board of Directors



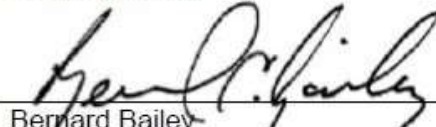
R. Kevin Murray




Robert Chefitz



E. Perot Bissell



Bernard Bailey



Darrin J. Reilly

Project Understanding

Lower Rio Grande Valley Development Council (LRGVDC) has the goal to be assured that the appropriate proactive effort is being made to support the 911 call processing network against equipment and circuit failure. Mission Critical Partners (MCP) has as its brand promise “To always strive to understand your environment, issues, and objectives – **Because the Mission Matters.**”

In response to your request for a renewal proposal to aid the LRGVDC in monitoring your network for hardware or circuit failure, MCP is pleased to continue our support services that will contribute to the fulfillment and support of the LRGVDC’s goals.

Experience and Expertise

MCP is committed to delivering top quality technical and operational lifecycle management services, and consulting services to help LRGVDC overcome mission critical challenges.

MCP’s staff brings decades of experience in public safety land mobile and commercial communications systems. Our award-winning team consists of engineers, technologists, former public safety managers, project management professionals (PMPs), forensic and policy specialists and former industry experts in lifecycle management services. MCP’s principals have each invested more than three decades in the 911 industry and continue to serve in key leadership roles in all the major industry organizations, such as National Emergency Number Association (NENA) and Association of Public Safety Communications Officials (APCO); additionally, they serve as advisors to key federal and state governmental bodies. Our goal is to support our life safety communications clients through improved policy, systems and processes **because the mission matters.**

Value is added to the project through an understanding of how policy, financing, governance, operations, and technology must converge to holistically solve complex issues. We are committed to listening, being responsive, consistent, accountable, objective and visionary. We work with our clients to develop a sound approach by seeking to understand the challenge, analyze the data and information available and develop a durable resolution. We provide unbiased recommendations and are independent of vendors providing mission critical products.

Mission Critical Partners provides services to governmental entities which allows them to meet their operational missions including:

- Co-Managed Information Technology
- Lifecycle management services of 911 system infrastructure, radio and wireless system infrastructure and license plate reader systems
- Vendor and contract review and management
- Antenna site and facility management and operations support
- Design assistance in Emergency Operations Centers (EOCs) and 911 Centers
- Project management of multi-faceted public safety communications projects involving new/upgraded technology and assessing and assisting in the redefinition of Standard Operating Procedures (SOPs) and processes associated with the management and operation of public safety services

- Development and administration of technology work plans, budgets, and status monitoring
- Development of performance specifications and system procurement support including proposal review and evaluation, and providing clients with defensible recommendations for technical and non-technical audiences
- Representation of government clients in contract negotiations with technology vendors

Proposed Staff

MCP recognizes that as a managed services and consulting firm, our corporate capabilities are directly dependent on the capabilities and experience of our staff. To that end, MCP has assembled one of the most experienced and knowledgeable teams in the country. A multi-faceted project such as this requires differing areas of expertise and knowledge, typically more than any one or two individuals can bring, and different areas of expertise are often required at different stages of the project.

Kevin Bresnahan, VP & Director of Service Delivery Operations, Lifecycle Management Services Program Manager

Kevin is a technology leader with many years of management experience covering the development, delivery and managed services of multi-million dollar wireless solutions worldwide. He recently headed up managed services for billing solutions at NetCracker supporting customers T-Mobile, Virgin Media, Cox Communications, Singtel communication and others. Kevin has experience in NG911 services and ESInets, where he was responsible for the staging, provisioning, installation, training, and 24x7 operations of those systems. Additionally, Kevin has led sales, product management, marketing, engineering and operations for several telecommunications SaaS divisions.

Kevin Bresnahan has more than 30 years of extensive experience in customer advocacy, systems operation, network operations center (NOC) monitoring operations, security services operations, technical support and field service operations gained throughout a long-term career with several large technology companies, some within the public safety sector. Kevin earned his Bachelor of Science Degree from Salem State University, Massachusetts, and his MBA from Colorado.

Michael Beagles

Platform and Service Product Manager

Mike Beagles has been working in the IT field for more than 15 years, with 10 years explicitly supporting public safety environments. During that time, Mike designed and implemented a long list of technologies that support the public safety mission. He was the chief architect and implementer of EmergiTech's InterCAD system delivered over the network as a service to 911 agencies around the country. As an IT manager, he served as a technical lead on CAD, records management system (RMS), 911 and mobile projects. Mike has expertise in networking and network design, security and accessibility, server design, and application delivery. Mike attended Houston Community College, C-TREC Technical School Cisco Certified Network Associate (CCNA) Bootcamp, and holds certifications with Microsoft Server and Comp Telecommunications Industry Association (TIA).

David F. Jones, Senior Vice President of Strategic Accounts

Local Client Manager

David is a Co-founder and Senior Vice President with Mission Critical Partners and is based in the Dallas/Fort Worth area. David provides executive-level consultative services and expertise on matters related to government affairs, public policy, and legislation. He is an internationally known subject matter expert on 911 emergency services. David has more than 25 years of experience in the public sector having administered, directed, managed, and operated emergency service agencies and 911 departments. David is a proven communicator who maintains direct contact with public safety clients to ensure project success and client satisfaction. David will ensure MCP is meeting all of the LRGVDC's expectations for a successful project.

Scope of Work

Network Monitoring and Management

MCP has vetted and adopted an industry-leading network management platform and has complimented it appropriately with best practice network monitoring processes to provide clients the means to effectively and efficiently monitor their public safety internet protocol (IP) network for fault, failure, and connectivity. The following scope of work (SOW) defines the specific elements included in the requested monitoring service.

Task 1: Establish a Network Management Environment

MCP has established an exclusive and secure network management environment specific to the Lower Rio Grande Valley Development Council:

1. MCP will confirm the environment for the LRGVDC to facilitate network monitoring, ticketing, and device management as part of the included network assessment.
 - a. MCP will configure the environment as required per the definitions defined below.
2. MCP will provide secure access to the LRGVDC network management environment for up to four individuals.
3. MCP will provide the LRGVDC up to 10 hours of refresher training for the network management platform for up to four individuals.

Task 2: Configure the Network Management Environment

1. To specifically define the devices to be monitored, MCP will review any updates to the monitoring inventory with the LRGVDC and will make changes at the LRGVDC's request.
 - a. It is understood that the scope of monitoring includes all routing hardware specific to the primary, and backup, wide area networks.
2. To specifically define what processes and elements within a specific device will be monitored, MCP will review the existing Monitoring Templates with the LRGVDC and will make changes at the LRGVDC's request.
3. To understand the handling procedures for any potential monitoring alarm, MCP will review with the LRGVDC the proposed Support Process and will make changes at the LRGVDC's request.

4. MCP will update the existing Customer Support Plan specific to the delivery of the Network Monitoring service to the LRGVDC. This document will be used as the ongoing delivery document, and will include:
 - a. All relevant contact information
 - b. Escalation matrices
 - c. Notification definitions
 - d. Support process flow steps and definition, including “Planned Maintenance” process
 - e. Monitoring device inventory
 - f. Monitoring templates

Task 3: Update the Network for Monitoring and Test New Devices Added

1. MCP will discover all items within the management platform as needed for monitoring via a simple network management protocol (SNMP) enabled by the LRGVDC.
2. As needed, MCP will require secure socket shell (SSH) login credentials working with the client for this effort.
3. MCP will work with and guide the customer on how to deploy management agents on all devices as needed for monitoring said devices via a device agent.
4. MCP will test that all devices defined within the Network Monitoring Inventory are connected and are reporting appropriately.
5. MCP will test that all notifications are functioning as agreed to by the LRGVDC.
6. MCP will test that all actions defined within the Monitoring Template (i.e. auto-ticketing, notifications) are functioning as defined.
7. MCP will test that all network management platform views extended to the LRGVDC are working properly.
8. MCP will confirm that report availability is functioning properly.
9. MCP will provide functional reviews on a bi-weekly basis, via conference calls, with the LRGVDC through the initial 30-day burn in period.

Task 4: Project Management and Ongoing Support of Network Monitoring

1. MCP will provide functional reviews monthly, via conference calls, with the LRGVDC throughout the life of the agreement.
2. MCP will provide support by phone and up to three annual on-site visits upon request for issues specific to the monitoring service throughout the life of the agreement.

Task 5: Establish and Support of Network Management

1. MCP will provide functionality within the integrated services platform such that LRGVDC will have an ongoing view, and record of the 911 call processing network infrastructure inventory.
2. MCP will extend the capability to LRGVDC for remote device management. This will enable LRGVDC to facilitate leveraging patching and updating multiple devices with a tested, “known good” configuration file remotely.

3. MCP will provide four (4) hours per month for the purpose of assisting with client generated services requests. Any unused hours from a month may rollover to the next month and LRGVDC may borrow four (4) hours from a future month. The maximum number of hours available in a particular month is twelve (12) hours. The total amount of hours available to LRGVDC on an annual basis is forty-eight (48) hours. Any additional hours requested will be billed at the prevailing hourly rate. Examples of these tasks include assistance with Cisco “re-routes”, deployment of revised configuration files, and root cause analysis on network outages. All requests submitted by the client will be responded to within two business days.

Tier One Incident Support Services

As a complement to Monitoring and Management services, MCP also provides Tier One Support Services. This is defined as validating the monitored event and providing the initial incident response. This response, as specifically requested by LRGVDC, includes, but is not limited to, initiating the Cisco SmartNet support process, and initiating remediation of link outages due to carrier or fiber provider incident. Details for these services include:

1. Should a device exceed threshold such that an alarm is generated the following will occur:
 - a. Alert, with a corresponding explanation, device identification, time stamp, will appear in the network and device health dashboard
 - b. All individuals designated by the client will be notified via email and SMS
 - c. The MCP NOC will receive notification and will initiate initial triage
 - d. MCP NOC will initiate actions to remediate failure. These actions will include, but are not limited to:
 - i. Initiate hardware maintenance/repair process
 - ii. Initiate remediation of the event with fiber vendor, if applicable
 - iii. Coordinate other necessary actions with client

Network Cybersecurity Assessment

LRGVDC operates an extensive 911 call processing network supporting the delivery of emergency calls for service over multiple public safety answering points (PSAPs) and a regular occurring network cybersecurity assessment should take place. LRGVDC seeks assurance that all appropriate actions are being taken to avoid disruption to PSAP operations due to network failure, either due to cyberattack or hardware and circuit failure. As part of the renewal of the Network and Management Services renewal, MCP will perform this important service.

MCP's brand promise is “To always strive to understand your environment, issues, and objectives – **Because the Mission Matters.**” In response to your request for assistance, MCP proposes to provide LRGVDC with a comprehensive assessment of its network. Our approach to this includes:

NetInform Secure – The assessment of cybersecurity readiness is a complex endeavor, as many factors and interdependencies must be considered. MCP facilitates an extremely thorough

assessment of the network considering security policies, procedures, vulnerabilities, exposure to malware, penetration testing, and other tests.

It is our intent to provide LRGVDC with the critically needed information regarding the state of their network, its readiness for a potential cyberattack, recommendations for remediation and prioritization of found issues, and a way forward to the required level of network performance and reliability.

As mentioned previously, MCP will perform a cybersecurity assessment of LRGVDC's network to further improve the performance and security of this mission-critical system. The following Scope of Work is for the one-time cybersecurity effort to take place at the beginning of year one of the renewal agreement.

Managing an IP network as large and complex as LRGVDC's is a daunting task. Adding reliability and continuous-operation requirements for public safety operations makes this effort even more challenging. To baseline network architecture, support, and cybersecurity requirements appropriately, MCP leverages the definitions and guidelines established within a set of mature, broadly accepted IT standards. The standards utilized include:

1. Association of Public Safety Officials (APCO)/National Emergency Number Association (NENA) IT architecture and support standards.
2. National Institute of Standards for Technology (NIST) IT architecture and cybersecurity standards.
3. Task Force for Optimal PSAP Architecture (TFOPA) cybersecurity standards.
4. Information Technology International Library (ITIL)/International Organization for Standards (ISO) IT architecture and support.

These standards provide the baseline requirements necessary to define public-safety-grade with respect to network design, support, and security. Each segment of the assessment will utilize specific question sets and checklists as defined by the standards.

Utilizing a defined, standards-based question set, the assessments will provide a true, fact-based assessment of the status of the network with respect to the reliability and continuity of operations requirements for 911 operations. MCP's Model for Advancing Public SafetySM (MAPSSM) methodology, displayed as a blueprint, identifies areas of strength and areas of opportunity. This diagram will be constructed for each aspect of the assessment Network and Network Support, and in aggregate across all three components. See the sample chart in the Figure below.

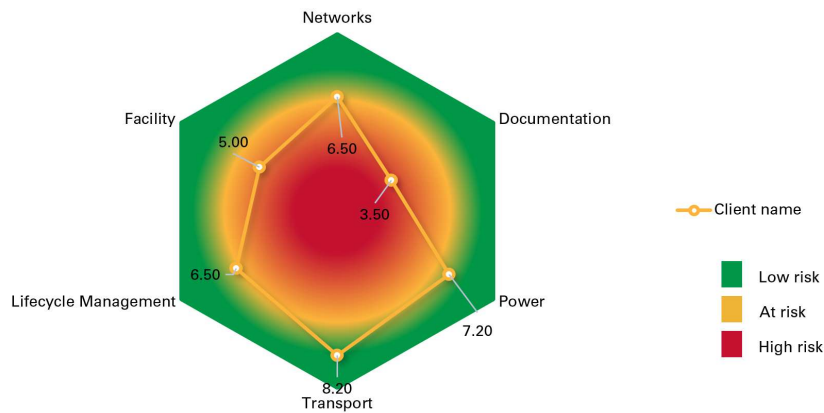


Figure 1: Sample MAPS Blueprint Diagram

In addition to the MAPS diagram, MCP will include within its report a detailed list of findings by category, a prioritized list of those findings as guidance on where to start, and a corresponding prioritized list of suggested remediation actions.

Additional information regarding standards utilized is available upon request.

NetInform Secure

The objective of a network security assessment is to ensure that the necessary security measures are implemented and integrated into LRGVDC's network infrastructure to minimize the potential for any security-related failure. The network security assessment will identify external vulnerabilities, evaluate internal threats, and determine the extent to which internal users and external factors may represent an exploitable vulnerability to the security of your environment.

This comprehensive cybersecurity assessment is based upon a number of available compliance standards such as those related to Criminal Justice Information Services (CJIS), Payment Card Industry (PCI), Health Insurance Portability and Accountability Act (HIPAA), Center for Internet Security (CIS) Top 20, National Cybersecurity Framework (NCF), ISO27001/2¹, and General Data Protection Regulation (GDPR). Assessments are completed both with oral interview and systems learning technology to get a solid grasp and the organization. A full, detailed report is delivered explaining the organization's vulnerabilities and how to resolve them in the proper priority.

The proposed scope of work for this assessment includes:

1. **Physical Security** – Physical security in this assessment focuses primarily on IT assets such as server rooms, wire closets, communication rooms and public areas where network access is available. For the purposes of this assessment, the review of physical security will be specific to the primary and backup locations housing key network hardware.

¹ <https://www.iso.org/isoiec-27001-information-security.html>

2. Network Management and Monitoring – This section focuses on management and monitoring tools that are required to maintain a secure network. Organizations that closely monitor their networks can detect anomalies that are often related to malicious activity.
3. Firewall – The firewall section involves a review of the current firewall implementations including rules, monitoring, and ongoing assessment of vulnerabilities.
4. Authentication – This section focuses on the access control mechanisms that secure the network such as usernames and passwords.
5. Remote Access/Virtual Private Network (VPN) – This section focuses on systems that provide remote access to the public safety network. A VPN is a set of security applications that encrypt and validate remote communication sessions to connect a user to the public safety network.
6. Network Security – Network security refers to the protocols that are used to enable communication on the network. An example is the IP protocol that enables computers to communicate over the Internet. This section also deals with the local area network (LAN) switches, virtual local area networks (VLANs) and routers.
7. Antivirus, Malicious Code, Spyware – A review of antivirus utilities on workstations and windows servers, a detection for presence of malicious code and spyware.
8. Host Security, Servers and Workstations – A review of host-based security strategy and the server and workstation level.
9. Content Inspection – The examination of data to identify regular expressions that indicate transmission of sensitive data.
10. File System Security – A security review of file systems and data storage.
11. LAN Infrastructure – A review of switching security, and other design and policy items specific to local networks.
12. Wireless Networks – A scan is performed to detect and verify the security of any 802.11x wireless networks.
13. Intrusion Protection/Prevention – The design, implementation, and effectiveness of intrusion detection/prevention systems are analyzed and tested in this section.
14. Wide Area Network (WAN) Infrastructure – The WAN is inspected and scanned in this section. WANs are typically used to connect remote locations to a central office or public safety location.
15. Internet Traffic Analysis – A network sniffer is used in this section to monitor and analyze traffic passing to and from the Internet. This analysis is useful in detecting non-business traffic such as music and movie downloads and malicious code including Spyware.
16. Policies and Procedures – Policies, procedures, and documentation related to network configuration, management and security are reviewed in this section.

Penetration Testing

In addition, an external penetration test will be conducted for up to four (4) external IP addresses included in this pricing. The four (4) external IP addresses may be directly related to the 911 call processing network supporting the delivery of emergency calls or part of the local network attached to the PSAP network. If more than four (4) external IP addresses will be assessed additional charges will apply. This Penetration Testing is an independent verification of the security status of an organization's internet presence. Phases include discovery, enumeration, exploitation, social engineering, and reporting. This test determines whether identified technical vulnerabilities can be exploited—through the use of social engineering techniques—and the extent to which internal users may represent an exploitable vulnerability to the organization's security.

Security Statement: Because the cybersecurity climate and environment are constantly changing, performing a cybersecurity assessment of your network does not eliminate the potential for cyberattacks. However, a cybersecurity assessment better positions a client to reduce the risk and vulnerability of their network. It is highly recommended that an assessment is performed at least once a year to ensure your organization has done everything it can to reduce the cybersecurity threats in the market. It is also recommended, and a key step in the TFOPA standard, to monitor your network for both performance and security to better and more proactively safeguard a network from potential problems.

Mission Critical Partners, with their engagement partner, proposes the following approach:

Assessment Actions

- Day One
 - On-site kickoff meeting
 - Review schedule
 - Determine timing for status discussions
 - Initial network discovery
 - Port and vulnerability scans, initial penetration attempts
 - Status discussion
- Day Two
 - Additional scans and penetration attempts
 - Authenticated vulnerability scans
 - Physical tour data center, closets
 - Review of router, switch, and firewall policies and configuration files
 - Manual inspection of key devices
 - Staff member interviews
 - Status discussion
 - Internet traffic analysis
 - On-site wrap-up discussion

Deliverables:

- MAPS scoring specific to all features of the assessment
- Executive summary, and detailed reporting with a prioritized listing of key findings and key recommended remediation items

Project Pricing

Lower Rio Grande Valley Development Council agrees to purchase Network Monitoring, Management and Tier One Incident Support services as described in the above scope of work for a **total annual fee of \$160,320**, including a one-time network cybersecurity assessment and expenses. MCP will invoice the LRGVDC **\$13,360** per month at the beginning of each month through year one of the service or invoice the full annual amount whichever is preferred.

Lower Rio Grande Valley Development Council agrees to purchase Network Monitoring, Management and Tier One Incident Support services, as described in the above scope of work for one additional year for a **total annual fee of \$163,524**, including expenses. MCP will invoice the LRGVDC \$13,627 per month at the beginning of each month through year two of the service or invoice the full annual amount whichever is preferred.

Mission Critical Partners proposes to deliver services based on our State of Texas DIR Contract DIR-TSO-3839.

Description of Service	Invoice Schedule	Fee Per Monthly Invoice	Total Fee Per Year
Year One – Network Monitoring, Management and Tier One Incident Support Services includes a one-time network cybersecurity assessment	Monthly or Annually	\$13,360	\$160,320
Year Two – Network Monitoring, Management and Tier One Incident Support Services	Monthly or Annually	\$13,627	\$163,524

Lower Rio Grande Valley Development Council reserves the right to add additional services which would be performed based on the then-current fee schedule. Prior to initiating any such additional work, MCP would require a formal letter of authorization from Lower Rio Grande Valley Development Council.

Lower Rio Grande Valley Development Council

Mission Critical Partners, LLC

Name:

Title:

Date:



Name: David F. Jones

Title: Senior VP of Strategic Accounts

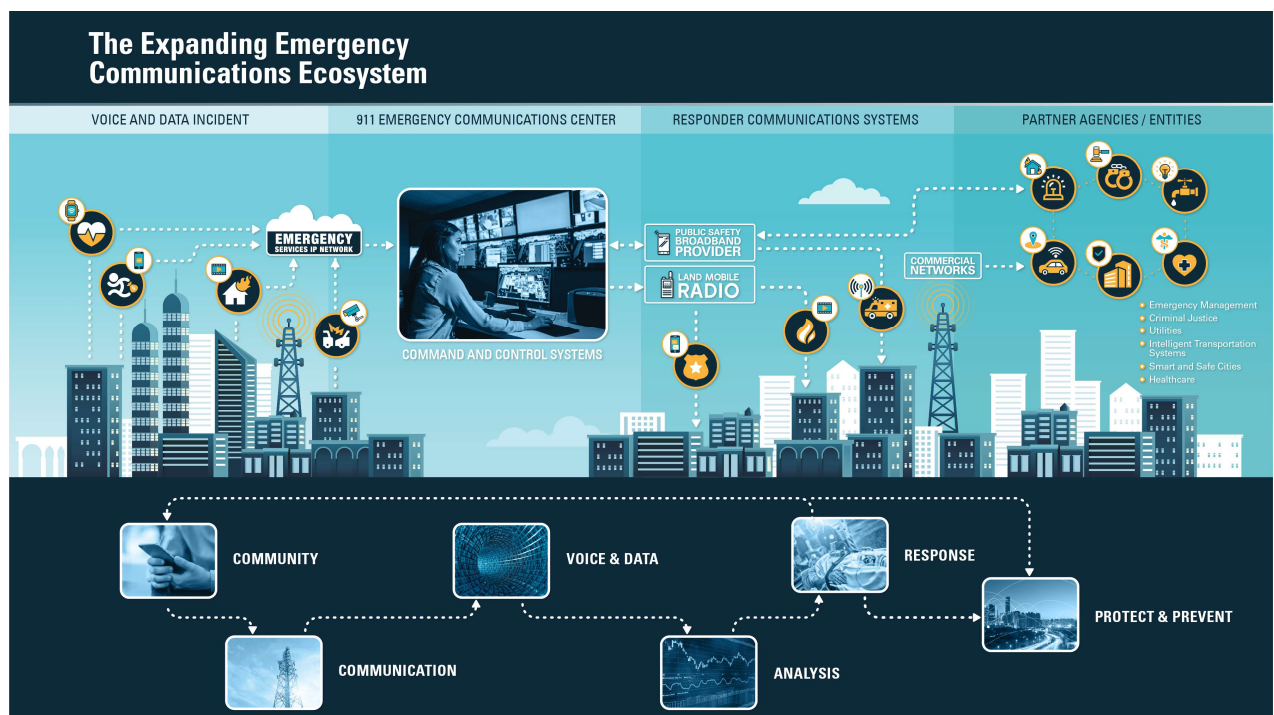
Date: August 17, 2021

Appendix A: The Public Safety Ecosystem

Since 911's inception in 1968, public safety officials have continued to leverage technology advancements to make emergency response even more efficient and effective. The counterbalance is these advancements occurred in distinct silos that developed within the emergency communications ecosystem (enhanced 911 service, digital land mobile radio networks, and computer-aided dispatch systems).

Today, we stand on the precipice of another technology transformation like the advent of 911 service. As public safety moves through this transformation over the next several years and beyond, it is critical that the agencies begin thinking of the ecosystem as a holistic network, i.e., a network of networks.

The new public safety ecosystem will interconnect on many levels to enable the smooth flow of critical and relevant data to provide emergency responders with the best information to perform their duties.



Only MCP can provide the public safety, criminal justice, data integration, network and information technology services required to help agencies start thinking of the ecosystem as a single entity, taking into consideration how each piece will interconnect and interact with the others. With MCP's support, agencies will transition from siloed communication environments to realizing significant improvements in emergency-response outcomes.

Appendix B: Areas of Specialization

Mission Critical Partners is a comprehensive professional services firm rather than an organization with a single focus or specialization. Our areas of specialization are driven by subject matter experts in each of their respective fields – in other words, our specialization is in all areas of **public safety – from operations to technology.**

Our planning, design, and implementation services span all aspects of mission critical communications.

Executive Consulting Services



MCP partners with clients to develop customized technical and operational solutions for public safety communications—**because the mission matters.**

Our staff has extensive experience serving in public sector and public safety management roles. We draw on our real-world experience when advocating for our clients. Through first-hand experience, we have earned the reputation for being accountable, prudent, persistent, progressive and reliable problem solvers and innovators.

We provide services that are initiated at a strategic level. An integral part of our executive-level consulting is providing master planning services. Our team of policy specialists collaborates with clients to create comprehensive plans that help direct decision-making in the public safety sector. When developing a strategic plan, MCP incorporates master planning, organizational structuring, hiring assistance, fiscal planning, operations and technology and policy solutions.

We first seek to gather insights into our client's unique organization. We then apply these insights with our deep industry experience to formulate a strategy designed to serve as a guide to our client's future. We focus on combining a comprehensive yet tactical approach that addresses every element of the client's sphere of influence. Our team directs its collective energy on understanding the full scope of the client's responsibilities and objectives. We uncover the unique challenges that stand in the way of achieving success. Our goal is to mitigate those challenges by leveraging policy, technology, fiscal and human assets to develop a sustainable solution.

Our clients are responsible for delivering reliable service 24 hours a day, seven days a week to emergency responders and the public while operating with limited resources. In recognition of the need to achieve more with less, we aim to put the client in a position to do more with more. This means structuring organizations, programs and projects for available grant funding through policy development, technology and appropriate fiscal planning.

Network 911 Services



Our professionals have extensive experience with planning, designing, procuring, negotiating and implementing all Next Generation 911 (NG911) call delivery and processing elements. The public safety answering point (PSAP) environment continually will evolve with new technologies, processes and expectations. MCP's goal is to help our clients implement resilient, effective and future-focused solutions that enhance emergency response and result in better outcomes for public safety—**because the mission matters.**

The MCP approach considers funding models, system lifecycle analysis, objectives, incident processing, network resources and governance opportunities to establish a thorough understanding of a client's unique PSAP environment.

Our NG911 experts have extensive experience with incident processing in the PSAP, as well as incident dispatch and data management. MCP can develop a comprehensive master plan for the agency or region and a conceptual design for NG911 deployment. The master plan assesses all options and ensures timely deployment by incrementally upgrading technology and recommending policy, funding and governance modifications. Our offerings include, but are not limited to, master planning and design and procurement support for a wide variety of communications networks, including Internet Protocol (IP)-based networks, such as Emergency Services IP Networks (ESInets).

Wireless Communications Services



Our radio experts bring an average of 25 years of experience to every project and have supported large municipal radio system implementations in ten of the top Metropolitan Statistical Areas. One hundred percent of our experts have hands-on experience using two-way radios. MCP's leadership and support for your project means that your new system will boost coverage and capacity, exceed the needs of the user community and create maximum value.

Our team approaches your project with only one task in mind—helping you achieve your goals. This is accomplished through our unique approach that determines your operational requirements and designs a radio network around your needs and budget. Many agencies face constraints because of the design and operation of their radio network. The network should serve public safety users, as well as be another tool to keep our emergency responders and communities safe. The protection of life and property begins with a single dispatch. From there, the radio system is the link that connects and delivers your response and services to your citizens. It is far too important to trust to anyone other than your partner, your advocate, and your agent for innovative solutions—**because the mission matters.** Our professionals work tirelessly to provide the necessary guidance for our clients to evolve to a radio communications system that is capable, reliable and affordable—custom designed for their needs and budgets. Offerings include, but are

not limited to, operational and technical assessments, procurement support, Federal Communications Commission (FCC) licensing, performance acceptance testing and First Responder Network Authority (FirstNet) support.

Operations and Facilities Services



When everything you do is considered mission-critical, you require reliable systems to meet the demands of your always-on operation. Our planning, designing and integration services improve the return on your technology investments, while delivering project success. And our project management expertise helps you complete your

initiatives on time and on budget.

MCP is passionate about creating environments, processes and systems that enable our clients to experience greater success. We do this by bringing innovative ideas to every project with the end goal of improving your operations. Our applications expertise spans all aspects of public safety communications including emergency services studies, computer-aided dispatch (CAD), logging, records management systems (RMS), geographic information systems (GIS), mobile data and more. We believe that the way in which these applications combine with other systems and your agency's unique organization is fundamental to success. Our specialized team of experts work shoulder to shoulder with our clients to align requirements with their goals to implement the best possible solution.

Our operations and facilities services include operations consulting; technology procurement and implementation; shared services and consolidation; strategic and executive-level consulting; facility planning services; and professional development and mentoring.

Shared Services and Consolidation



In today's market, everyone is asking, "How can we do more with less?" Communications centers are impacted by this question as budgets become tighter, technology matures, operational demands become more complex and training needs increase. Many are finding that consolidation is a solution to consider. The MCP team has extensive experience with consolidation efforts in past public-sector roles and as consultants.

We recognize that elected and public safety leaders strive to provide the most effective and efficient emergency response system possible. Ultimately, the delivery of quality life-safety services is the achievable objective. We develop a collaborative approach with our clients to assess the opportunity for operational and administrative efficiencies through potential consolidation, colocation or organizational

change. Our professionals use an impartial and even-handed approach that has a proven track record of success.

Today's economic realities require a thorough program analysis to define a future path to economizing, while effectively delivering service. Appropriately applied, consolidation or colocation can achieve operational efficiencies through systemic interoperability via staffing, scheduling, technology, training and reduction in system's costs.

We appreciate the necessary balance required of seemingly competing objectives with operations, organizational, technology, fiscal, human resources and governance issues. The variables and constraints associated with each are carefully weighed to develop an approach with a lasting solution. MCP is sensitive to the sense of ownership and loyalty each community and agency has with a local communications center. We honor the history of service while providing an independent view of how the community is best served by advancing to the future. To ensure a comprehensive, yet smooth, transition, we provide migration assistance and help address the challenges inherent in combining organization, facility, technology and operational resources.

Facility and Technology Design and Integration

MCP is well-versed about the requirements of mission-critical facility architectural and engineering design and we are highly qualified to manage the many complexities that arise with each building project. We also apply our understanding of all elements of the facility construction—including site selection and development, and implementation of electrical, mechanical, structural, security and other technology systems—to coordinate systems installation, acceptance, training and operational transition.

The focus of every project is to optimize the functional use of the space for operational integrity. We work closely with the client to develop technology solutions, migration schedules and a forward-looking operations floor layout that scales as each client's needs grow. Our team has a profound passion for results, an indefatigable work ethic, and a proven record of success; we utilize industry-leading intellectual capital to provide highly responsive, customized, solutions and strategies for our clients.

Network and IT Support Services



We help our clients increase the reliability of their network and IT environment long after implementation. Our holistic IT and network support solution helps our clients realize significant IT cost-savings, while remaining confident that their systems are running at peak performance, protected by unplanned network outages.

Clients partner with us so that they can focus on the strategic aspects of managing their public safety operations while we provide expanded continuity, capacity, and capability. We provide solutions that achieve our clients' goals, not their vendors, by applying a technology-independent approach.

With MCP's help maintaining their network environment, our clients have greater confidence that their IT infrastructure and related systems are running smoothly. Our objective is to help our clients drive a greater return from their maintenance investments while reducing their operating expenses. We provide a broad portfolio of assessment, monitoring, and support solutions that improve network reliability and provide agencies with a greater pulse on their IP network and IT enterprise.

IT Network and Support Solutions	Network Management and Monitoring Solutions	Cybersecurity Solutions	Additional Offerings
Mission-Critical NetInform SM discovery services	Mission-Critical NetPulse SM 24x7 network monitoring	Mission-Critical NetInform SM security assessments	On-request services
Mission-Critical NetInform SM enterprise IT assessments		Mission-Critical NetPulse SM security monitoring	IT helpdesk services
			Integrated vendor support services

These support solutions can provide a holistic, end-to-end view into an agency's entire network and supporting infrastructure with support available for the following networks and applications:

- CAD systems
- Call-handling equipment (CHE)
- RMS
- Microwave and fiber optic backhaul systems
- ESInets
- Telephony
- 911 and administrative networks
- Environmental site networks

Data Integration Services

In the courts, justice and public safety arena, the business environment includes vendors, suppliers, partners, community, private organizations, and various government agencies. MCP's Data Integration Services team specializes in the planning and implementation of complex data exchange and integration projects for the criminal justice market. Our successes include integration initiatives that span all major entities within the criminal justice community, including:

- Law enforcement
- Courts
- State bureaus of investigation
- Social Services
- Prosecution
- Probation
- Human and health services
- Department of Motor Vehicles
- Public defenders
- Adult/Juvenile Corrections
- Child support

We've made it our business to help you facilitate, integrate, and improve your ability to work together—by focusing on workflow integration—to achieve real-time accessibility to information that is relevant to the business environment. This event-triggered information sharing has the benefit of reducing paper dependencies, cutting costs and uncovering innovative revenue opportunities that exist in your ecosystem.

MCP has implemented large-scale, multi-year workflow integration projects at the state, county and local level. The benefit to our clients is that our full range of system integration capabilities is augmented with real-world experiences, proven methodologies, industry standards, and best practices that are demonstrated in the breadth, depth, and realism of our strategic planning and implementation efforts.

Our court, justice, and public safety capabilities include, but are not limited to:

Services
<ul style="list-style-type: none">• Strategic Planning and Governance• Analysis• Exchange Architecture• Integration• Project Management• National Standards• Product Solutions

MCP uses national standards, modeling tools, and open technologies day in and day out, including:

- Justice Information Exchange Model (JIEM)
- Service-Oriented Architecture (SOA) and Global Reference Architecture (GRA)
- Web Services Standards
- eXtensible Markup Language (XML) Standards and National Information Exchange Model (NIEM)

Lower Rio Grande Valley Development Council Board of Directors Meeting

Wednesday, August 25, 2021

Item #5: Department Reports

C. Public Safety

Emergency Communications/9-1-1 Status Report

- **Location Validation Program**

LV staff focus on issuing 9-1-1 physical addresses and addressing new subdivisions for Hidalgo and Willacy Counties. Although addressing request are initiated on a daily basis, the workload has seen a sharp surge for addressing new subdivisions. These are generally submitted by engineering firms which have to be coordinated with county and city officials prior to them being recorded at county commissioner's court. The end result of this effort is to resolve any 9-1-1 issues related to the call delivery process related to the emergency response time.

- **Database Program**

Database staff continues validating addresses and updating the 9-1-1 database via its new Geodatabase application in collaboration with the other internal programs. During the months of June and July, the department received over 500 calls which resulted in 477 new 9-1-1 physical addresses issued to the public. Monthly, as new subdivisions are developed, the new streets and/or street updates are added in the MSAG (Master Street Address Guide). Validating address on the new VOIP (voice over internet protocol) telephone numbers being issued in this Region is a continuation project.

- **Mapping Program**

The GIS team continues mapping all the daily address tickets while maintaining data quality. The GIS team has continued to maintain the GeoMSAG and has achieved 100% geocode matching on the GeoMSAG. With this matching, every call in Hidalgo/Willacy should route to the correct PSAP. Our GIS data has achieved a zero critical error percentage and the GeoMSAG has been loaded into the ECRF mechanism completing the GIS portion of ESInet conversion. The GIS team is continuing with the process of transitioning away from the traditional ArcMap software to the new ArcGIS Pro platform. This will allow for stronger processing power. We have received the final ArcGIS Pro dataset and are in the process of installing a new Arcsde Enterprise Geodatabase.

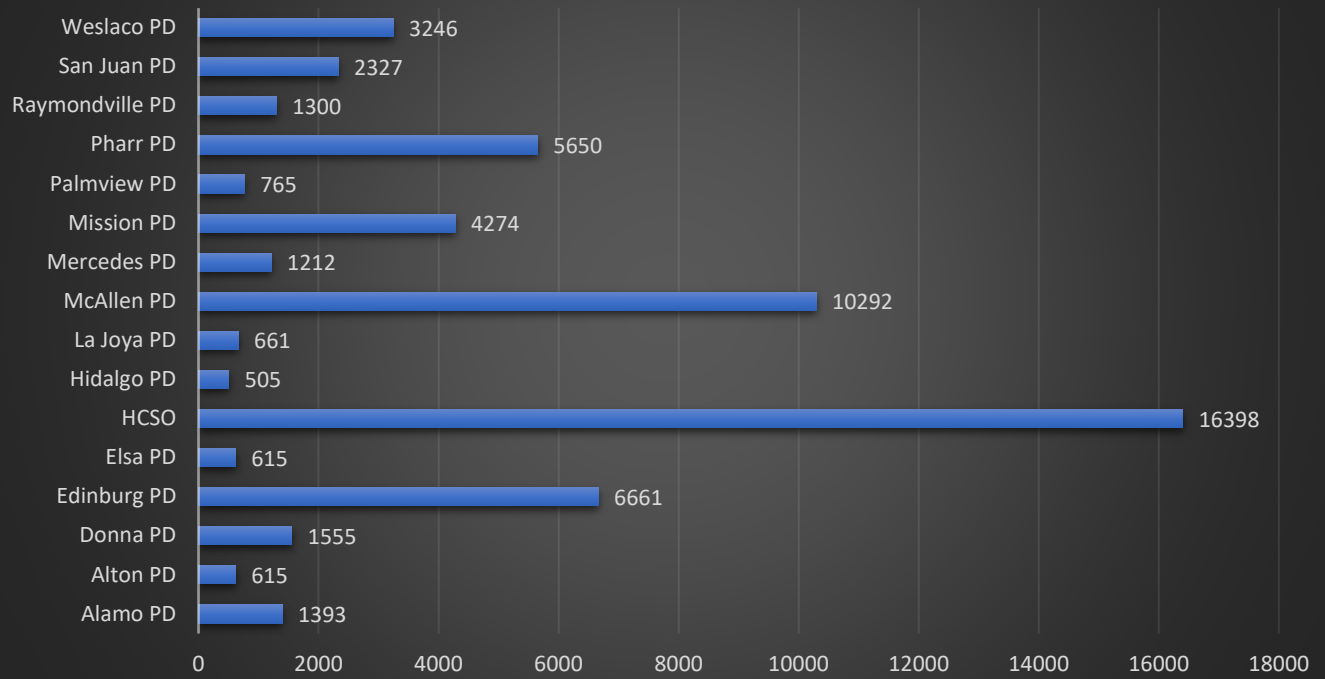
- **System and Public Safety Answering Point (PSAP) Operations**

The LRGVDC 9-1-1 Systems and PSAP Operations Team is committed to leading our region. Both Hidalgo and Willacy Counties are the few regions directly engaged in fully migrating to NG 9-1-1. The Next-Generation 9-1-1 System will be comprised of interconnected and interoperable systems of local, regional, and other emergency services networks. With the evolution of smart devices and technology, Next-generation emergency communications is a critical element to ensure communications will be more resilient, reliable, and efficient. This regional migration will allow our citizens to communicate not just by voice but with photos, video, and text. Citizens will be able to “call” for help via smart sensors, vehicle telematics and alarms, as well as through devices like smart speakers and wearable medical devices. These are among the many benefits, to include those yet unimagined; that makes this undertaking essential to every one of the more than 876,000 we serve.

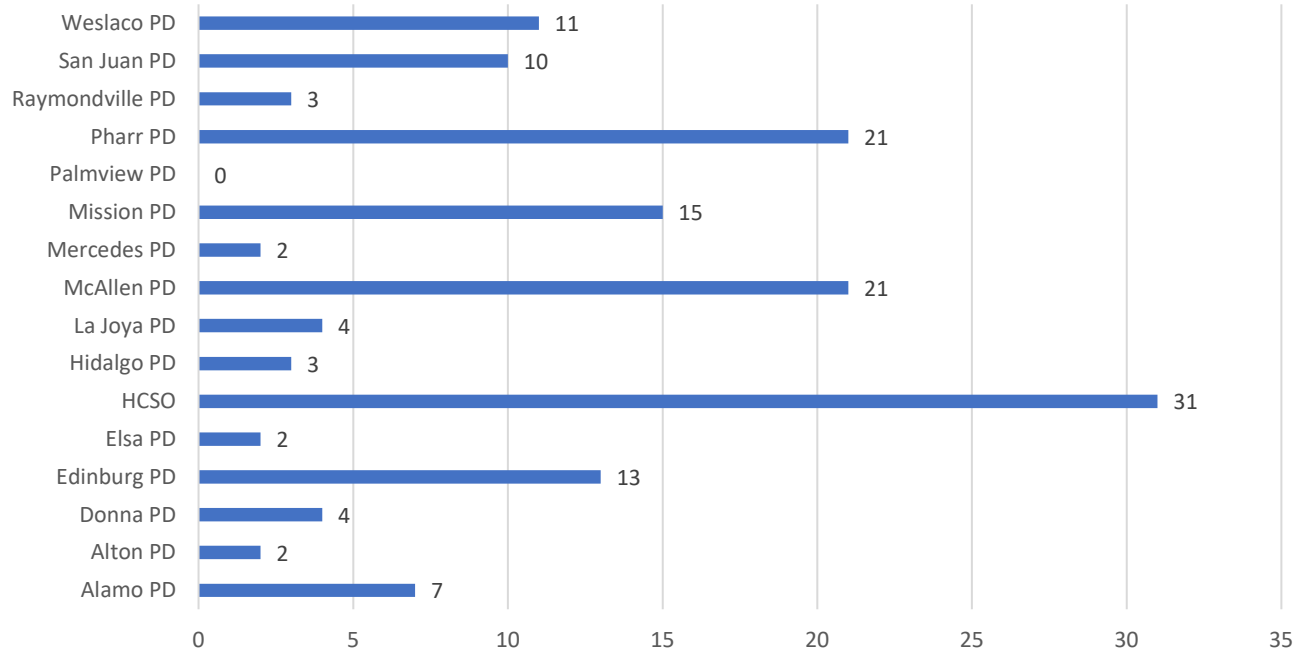
- **Public Education/Training Program**

Public education is an ongoing priority for the Emergency Communications/9-1-1 Division. Our outreach efforts continue through the LRGVDC Facebook page in an effort to educate residents on ECOMMS/9-1-1. A 9-1-1 System Training Update was conducted August 2-6. Staff also attended Pharr National Night Out, Raymondville School Supply Drive Thru, City of Pharr Back to School Bash & Health Fair, Back to School Teacher Fair in Weslaco, and the Willacy County Young Farmers Fishing Tournament in Port Mansfield. A total of 12,800 promotional items were distributed at these events with a focus on providing school supplies to residents in each community.

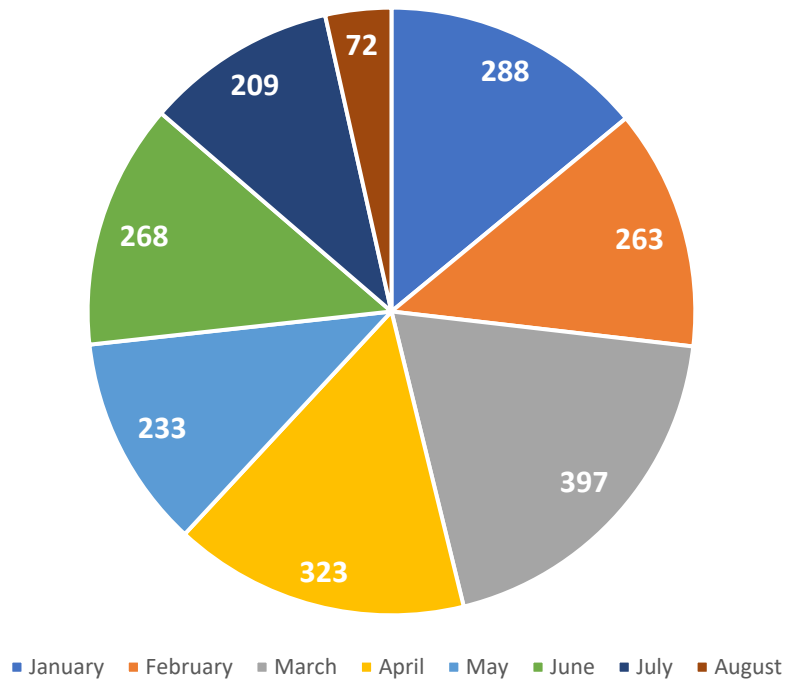
Call Summary July to August 10th



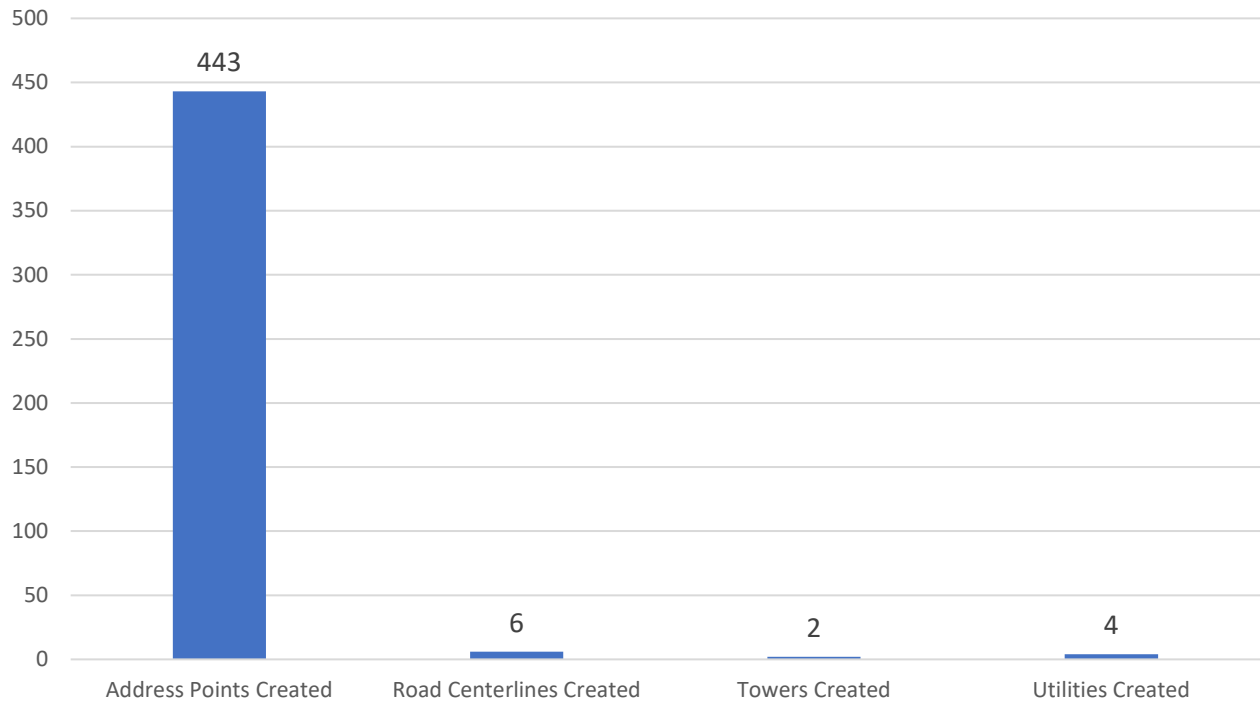
9-1-1 Texts from July to August 10th



Tickets Created from January to August 10th



July to August 10th Mapping Update



Lower Rio Grande Valley Development Council Board of Directors Meeting

Wednesday, August 25, 2021

Item #5: Department Reports

C. Public Safety

Criminal Justice Program

- Program staff participated in a conference call with the Criminal Justice Grants Division (CJD) regarding Victims of Crime regional projects submitted for FY2021-22. The Criminal Justice Advisory Committee's prioritized list of grant projects was approved by the CJD

Homeland Security Program

- **FEMA Advisory**

President Biden announced continued support for COVID-19 response and recovery assistance by extending 100% federal funding to state, local, tribal and territorial governments and certain private nonprofits for eligible emergency actions through Dec. 31, 2021. This policy will also continue 100% reimbursement for costs associated with deployment of National Guard personnel under Title 32 Orders for COVID-19 missions.

This is an extension of the President's order issued earlier this year for FEMA to fully reimburse governments at a 100% federal cost share through Sept. 30, 2021 for emergency response costs associated with COVID-19. This extension allows states to receive retroactive 100% federal reimbursement for costs associated with the safe opening and operation of public facilities dating back to Jan. 20, 2020. Reimbursement is specifically for COVID-19 emergency and major disaster declarations through FEMA's Public Assistance program. FEMA will release an updated policy in the coming days supporting the President's direction.

- Program staff conducted a Critical Infrastructure Working Group meeting on July 6 in Edinburg; special guest was Mr. Luu Do, Protective Security Advisor-San Antonio District (Department of Homeland Security).
- Staff attend a workshop for the 2021 Threat & Hazard Identification and Risk Assessment, Stakeholders Preparedness Review & Implementation Plan on July 28 in Austin. These documents are tied to homeland security funding for the region.
- Staff attended the meeting of the RGV-Emergency Training Alliance Board's Fire Academy on July 15. Program staff continues to manage the grant FY2020-21 Homeland Security Grant Division project which sustains the academy coordinator.

- Staff attended the Regional Animal Care Coalition Meeting on August 9 via conference call.
- Staff attended the Cameron County Local Emergency Planning Committee meeting on August 12 in Brownsville.
- Program staff attended FEMA Region 2's webinar, "You Are the Help Until Help Arrives" on August 12.
- Program staff participated on the Public Safety Office's monthly call on August 12 to discuss Homeland Security and Criminal Justice program updates.

FEMA Extends Full Funding for COVID-19 Emergency Costs

Today, [President Biden announced](#) continued support for COVID-19 response and recovery assistance by extending 100% federal funding to state, local, tribal and territorial governments and certain private nonprofits for eligible emergency actions through Dec. 31, 2021. This policy will also continue 100% reimbursement for costs associated with deployment of National Guard personnel under Title 32 Orders for COVID-19 missions.

This is an extension of the President's order issued earlier this year for FEMA to fully reimburse governments at a 100% federal cost share through Sept. 30, 2021 for emergency response costs associated with COVID-19. Today's extension allows states to receive retroactive 100% federal reimbursement for costs associated with the safe opening and operation of public facilities dating back to Jan. 20, 2020. Reimbursement is specifically for COVID-19 emergency and major disaster declarations through FEMA's Public Assistance program. FEMA will release an updated policy in the coming days supporting the President's direction.

Contact Us

If you have any questions, please contact FEMA Office of External Affairs:

- Congressional Affairs at (202) 646-4500 or at FEMA-Congressional-Affairs@fema.dhs.gov
- Intergovernmental Affairs at (202) 646-3444 or at FEMA-IGA@fema.dhs.gov
- Tribal Affairs at (202) 646-3444 or at FEMA-Tribal@fema.dhs.gov
- Private Sector Engagement at (202) 646-3444 or at nbeoc@max.gov

Follow Us

Follow FEMA on social media at: [FEMA Blog](#) on fema.gov, [@FEMA](#) or [@FEMAEspanol](#) on Twitter, [FEMA](#) or [FEMA Espanol](#) on Facebook, [@FEMA](#) on Instagram, and via [FEMA YouTube channel](#).

Also, follow Administrator Deanne Criswell on Twitter [@FEMA_Deanne](#).

FEMA Mission

Helping people before, during and after disasters



FEMA

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 25, 2021

Item #5: Department Reports

C. Public Safety

Regional Police Academy Status Report

- The 210th Basic Peace Officer Course at the Mission Police Department began on August 2, 2021. There are currently 24 Cadets assigned to this academy.
- The 205 and the 206th Basic Peace Officer Courses have graduated and all cadets have passed the state licensure exam. The first-time pass rate on the state exam was 93.33%.
- The 208th Basic Peace Officer Course is on pace and scheduled to graduate on August 27, 2021.
- In service training continues to be provided in person. Training is being offered at various locations throughout the region to provide officers the ability to meet their state requirements. This additional service provides officers with opportunities to attend training without having to travel long distances.
- Testing for upcoming Basic Peace Officer Courses continues, and tentative start dates are being evaluated on a weekly basis based on the applicants.

ITEM #5. D.

TRANSPORTATION

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 25, 2021

Item #5: Department Reports

D. Transportation

Valley Metro Status Report Tom Logan, Director

1. Consideration and **ACTION** to Authorize Executive Director to Negotiate and Enter into a Contract with Moore and Associates, Inc.

After completing the process of ranking proposals submitted by several contractors, the RTAP Sub-committee tasked with updating the Regional Public Transportation Coordination Plan has selected Moore and Associates, Inc. to perform work outlined in our 2020 Plan Update Application to TxDOT. Authorizing the LRGVDC Executive Director to negotiate and enter into the contract with Moore and Associates, Inc. will allow LRGVDC to adhere to the timeline for delivery set forth in the aforementioned Application.

Moore and Associates have sent a draft contract for consideration (see attached). State funding for the project is already in place at 100% with no local match required.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____ 2021, by and between **Lower Rio Grande Valley Development Council** (hereinafter the “Client”), and **Moore & Associates, Inc** (hereinafter the “Consultant”).

WHEREAS, the *Client* desires to engage the *Consultant* to perform certain services for the performance for the Regional Public Transportation Coordination Plan Update for TxDOT Region 21 (hereinafter the “Project”) under the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, the *Client* and the *Consultant* agree as follows.

1. Scope of Agreement. The *Consultant*’s relationship to the *Client* shall be that of independent *Consultant*; at all times this relationship shall be governed by and in strict compliance with the terms of this Agreement for Professional Services.
2. Period of Service. The *Consultant* shall be available to begin its services promptly after receipt of a fully executed copy of this Agreement and will complete the services within the timeframe indicated in individual work order assignments. However, the times for performance established in the work order schedules shall be extended for periods of delay resulting from strikes, natural disasters, delays by the *Client*, and similar circumstances over which the *Consultant* has no control. The *Consultant*’s receipt of a fully executed task work order pursuant to this Agreement shall constitute written notice for *Consultant* to proceed with the Services described in that task work order.
3. Compensation.
 - a. Completion for the services rendered shall be prescribed in the attached work order.
 - b. Anything to the contrary notwithstanding, no services undertaken by the *Consultant* or expenses incurred by the *Consultant* exceeding the identified fees and expenses shall be the liability of the *Client* unless such additional fees and expenses have been approved in writing by the *Client* in advance.
4. Additional Services. The *Consultant* shall provide services in addition to those described in task work orders only upon written request of the *Client*. *Consultant* shall be compensated for all authorized additional services only on the basis agreed upon in writing at the time such services are authorized.
5. Invoices. Invoices will be submitted by the *Consultant* upon completion of the work described in task work orders. Invoices shall be submitted ~~on a monthly basis and indicate the~~ upon 100 percent completion of each e-of-each task and resulting amount billed. *Client*’s payment of each such invoice shall be within thirty (30) days of receipt of *Consultant*’s invoice.

6. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination the *Consultant* will be paid as hereinafter provided for all authorized services rendered to the date of such termination. If the *Consultant's* compensation hereunder is a lump sum fee, the amount payable to the *Consultant* in the event of termination will be a pro rata amount of such fee, determined on the basis of the relationship of the amount and value of the work performed prior to the *Consultant's* receipt of notice of termination. If the *Consultant's* compensation hereunder is determined on an hourly basis pursuant to an amendment to this Agreement, the amount payable to the *Consultant* for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the project to the date of its receipt of notice of termination, subject to a determination by the *Client* and *Consultant* that the charges are fair and reasonable in view of the amount and value of the work performed.
7. Notices. Any notices, requests, or demands required or permitted to be given hereunder shall be given in writing and shall be deemed duly given when mailed by registered or certified mail, postage pre-paid, addressed or faxed as follows:

To Client: Lower Rio Grande Valley Development Council
Attn: Manuel Cruz
301 W. Railroad, Bldg. A
Weslaco, TX 78596
Telephone: (956) 682-3481
E-mail: mcruz@lrgvdc.org

To Consultant: Moore & Associates, Inc.
Attn: Stephanie Roberts
P.O. Box 3144
550 N. Central Expressway
McKinney, TX 75070
Telephone: (888) 743-5977
E-mail: stephanie@moore-associates.net

8. Insurance. The *Consultant* shall maintain insurance coverage² which shall be evidenced by (1) delivery to the *Client* of a Certificate of Insurance executed by the insurers and listing coverages and limits, expiration dates, and terms of policies and all endorsements, whether or not required by the *Client*, and listing all carriers issuing said policies; and (2) upon request, a certified copy of each policy, including all endorsements. The insurance requirement shall remain in effect throughout the term of the Agreement.

Each insurance policy shall include the following conditions by endorsements to the

policy:

- a. Except for workers compensation as required by law and comprehensive automobile and truck liability insurance, each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the *Client* by certified mail. *Consultant* shall also notify *Client*, in like manner, within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal, or material changes in coverage received by said *Consultant* from its insurer; and nothing contained herein shall absolve *Consultant* of this requirement to provide notice.
- b. Companies issuing the insurance policy, or policies, shall have no recourse against *Client* for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of *Consultant*.
- c. *Client* shall be endorsed to the required policy, or policies, as an additional insured.

9. Indemnification.

- a. Hold Harmless. The *Consultant* shall indemnify and hold *Client*, its officers, and employees, harmless from and against (1) personal injury, bodily injury (including death) or property damages (including destruction) received, or (2) losses, penalties, damages, professional fees, including reasonable attorney fees and all costs of litigation and judgments arising out of any willful misconduct or any negligent act, error or omission of the *Consultant*, or its employees arising directly out of the performance of this Agreement or work performed hereunder, including any claims brought against the *Client*, its officers and employees. Compliance with the insurance requirements in Section 7, Insurance, shall not relieve the *Consultant* of his liability and obligations under any other portion of this Agreement. This section shall not apply to *Consultant* when losses, penalties, damages, professional fees, including attorney's fees and all costs of litigation and judgments arising out of the performance of this contract are caused by the negligence of the *Client*.
- b. Completeness and Accuracy of Deliverables. The *Consultant* shall be responsible for the completeness and accuracy of its services, deliverables, plans, supporting data, computer programs and data files and other documents and information prepared or compiled under its direction and control, and shall correct at its expense all errors or omissions therein which may be disclosed. The time, effort, and cost of the work necessary to correct those errors attributable to the *Consultant* shall be borne by the *Consultant*. The fact that the *Client* has accepted or approved the *Consultant's* services shall in no way relieve the *Consultant* of any of its responsibilities. This provision shall not apply to any maps, official records, contracts, or other data that may be provided

by the *Client* or public or semi-public agencies which the *Consultant* should reasonably expect to be accurate and which the *Consultant* could not reasonably be expected to know to be inaccurate.

- c. Claims Against the *Client*. The *Consultant* agrees that no charges or claim for damages shall be made by it for any unreasonable delays or hindrances attributable to the *Client* during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by the *Client* by an extension of time for a reasonable period for the *Consultant* to complete the services. Such an agreement shall be made in writing between the parties.

10. Ownership of Documents. All documents including, but not limited to, tracings, drawings, illustrations, computer files and programs, estimates, field notes, investigations, design analysis, studies, and other data or documents which are obtained or prepared in the performance of this Agreement, are to be instruments of service and copies are to be delivered to the *Client* before the final payment is made to the *Consultant*.

11. Non-discrimination.

- a. The *Consultant* agrees that he will not discriminate against any of his employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State Laws regarding non-discrimination. Any violation of such provisions shall constitute a material breach of this Agreement.

- b. Immigration Affidavit Certification. Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The E-Verify program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility verification requirements.

Consultants are required to enroll in the E-Verify program within thirty (30) calendar days of contract award, and use E-Verify within thirty (30) calendar days thereafter to verify employment eligibility of their employees assigned to the contract at the time of enrollment in E-Verify. Additionally, Consultants shall flow down the requirement to use E-verify to their subcontracted vendors.

Consultant acknowledges and shall be fully responsible for complying with the provisions and regulations relating thereto, as either may be amended. Failure to comply with the laws referenced herein shall constitute a breach of agreement and the *client* and/or *Consultant* shall have the discretion to unilaterally terminate said agreement immediately.

12. Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated by one party to this Agreement against the other, the prevailing party shall be reimbursed by the other party its reasonable ~~attorneys~~attorney's fees and costs.
13. Controlling Law. This Agreement is to be governed by the laws of the State of Texas, and venue shall rest solely in Hidalgo County, Texas.
14. Hazardous Substances. It is understood and agreed that in seeking the professional services of the *Consultant* in this Agreement, the *Client* does not request the *Consultant* to undertake uninsurable obligations involving or related in any manner to hazardous substances.
15. Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.
16. Merger, Amendment. This Agreement constitutes the entire agreement between the *Client* and the *Consultant*, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both the *Client* and the *Consultant*.
17. Non-assignability. Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party.
18. Severability. Any provision in this Agreement that is prohibited or unenforceable under ~~Florida-Texas~~ or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.
19. Incorporation of Attachments. Attached hereto and incorporated fully herein by reference are the following Attachment:
- a. Attachment 1: Request for Proposals LRGVDC Five-Year RCTP Plan Update (dated 13 June 2021)
 - b. Attachment 2: Moore & Associates, Inc Submitted Proposal (dated 6 July 2021)

IN WITNESS WHEREOF, the *Client* and the *Consultant* have caused this instrument to be signed by their respective duly authorized officers, all on the day and year first above written.

Lower Rio Grande Valley Development Council (Client)

By: _____
Manuel Cruz, Executive Director

Date: _____

ATTEST: _____

Date: _____

Moore & Associates, Inc (Consultant)

By: _____

Date: _____

Print/Type Name & Title

ATTEST: _____

Date: _____

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 25, 2021

Item #5: Department Reports

D. Transportation

Valley Metro Status Report Tom Logan, Director

2. Consideration and **ACTION** to Approve Procurement of Fareboxes for Valley Metro Urban Fleet along with Farebox Management Software, Peripherals and Vault System.

Staff requests Board approval to purchase fareboxes and management software, as well as the vault system from Genfare to equip units in the Valley Metro fleet in preparation for the collection of fares. This will ensure that our farebox system is compatible with both Brownsville and McAllen metro systems. Furthermore, this will ensure that our goal of seamless fare systems in the Valley--as recommended by our regional plan--is achieved.

Purchase of these parts will be made using FTA and TxDOT grants, which will cover purchase at 100%, no local match is required.

August 12, 2021

Thomas F. Logan, CCTM
 Director of Regional Transit
 Lower Rio Valley Development Council
 510 S. Pleasantview Drive
 Weslaco, TX 78596

Re: System Upgrade Components

Dear Mr. Logan:

Genfare is pleased to provide you with the following pricing information regarding similar projects for fareboxes. Genfare has completed hundreds of these types of projects over the past thirty six years; we have a strong record of compliance with regulations for this type of work. Accordingly, the prices charged for the equipment in your procurement are very much in line with prices bid for similar projects within the past few years. A listing of several recent farebox projects is shown below:

Please note that information shown below is confidential and uncontrolled release will be harmful to Genfare. Please protect this information as protected data and contact Genfare if any requests to produce this information are received.

Fareboxes

Sold to	End User	PO	Description	Qty	Unit Price	Ship Date
New Flyer Industries	R T C Of Southern Nevada	30565922	G/A FAREBOX, FAST FARE, 41"-L	1	\$ 16,020.00	12/16/2019
Cities Area Transit	Cities Area Transit	2019-00000039	G/A FBOX,FAST FARE 41"-GRND	1	\$ 15,968.00	12/15/2019
Livermore Amador Valley Trans Auth	Livermore Amador Valley Trans Auth	6637	G/A FAREBOX,FAST FARE 41"-LN	20	\$ 15,935.00	05/01/2018
Gilling LLC	Transportation District	656472	G/A FAREBOX, FAST FARE-41"(M	3	\$ 15,935.00	05/21/2018
Gilling LLC	Norwalk Transit District	706580	G/A FAREBOX, FAST FARE-NORW	1	\$ 15,920.00	08/20/2019
Gilling LLC	City Of Brownsville	715233	G/A FAREBOX, FAST FARE, 41"-L	4	\$ 15,920.00	11/22/2019
City of San Luis Obispo Transit Div	City of San Luis Obispo Transit Div	603879	G/A FAREBX,FAST FARE-SAN LU	9	\$ 15,920.00	12/20/2019
Suffolk County Transportation	Suffolk County Transportation	52942	G/A FAREBOX, FAST FARE-SUFF	5	\$ 15,835.00	11/08/2019
City of Fargo	City of Fargo	209815	G/A FAREBX, FAST FARE-FARGO	30	\$ 15,835.00	12/20/2019
City of Moorhead	City of Moorhead	60023	G/A FAREBX, FAST FARE-FARGO	13	\$ 15,835.00	12/20/2019

Stationary Vault

Sold To	End user name	PO	Description	Qty	Unit Price	Ship Date
City of Tallahassee	City of Tallahassee	COTLH-0001068319	S/A VAULT,STATIONARY W/ V2 CBID & E-TIN	1.000	39,412.00	6/23/2020
Erie Metropolitan Transit Authority	Erie Metropolitan Transit Authority	RFP 03272019	S/A VAULT,STATIONARY W/ V2 CBID & E-TIN	1.000	39,412.00	9/23/2019
Board of County Commissioners	Board of County Commissioners	KDO 542 042820000169	S/A VAULT,STATIONARY W/ V2 CBID & E-TIN	2.000	39,108.00	11/2/2020
Duluth Transit Authority	Duluth Transit Authority	Contract Auto Fare C	S/A VAULT,STATIONARY W/ V2 CBID & E-TIN	1.000	36,613.00	9/18/2020
Cities Area Transit	Cities Area Transit	2019-00000039	S/A VAULT,STATIONARY W/ V2 CBID & E-TIN	1.000	36,513.00	12/17/2019
Broome County Transit	Broome County Transit	BCG0V-0000049013	S/A VAULT,STATIONARY W/ V2 CBID & E-TIN	1.000	35,962.00	7/16/2020

Data System

Sold to name	End user name	Purchase order	Description	Shipped Qty	Unit Price	Ship Date
Monterey-Salinas Transit	Monterey-Salinas Transit	14754	Garage Data System	1	54350	01/31/2020
San Diego Transit	San Diego Transit	4500037161	Single Garage, Single Lane Data Sys	4	54350	03/03/2021
Mass Transport Authority	Mass Transport Authority	92992-01	Data System	1	52850	08/29/2012
City of El Paso Public Transit	City of El Paso Public Transit	120000504	SINGLE GARAGE, SNGL LANE DA	1	52850	12/27/2013
Laketrans	Laketrans	26611	Data System	1	52015	04/01/2010
Franklin Regional Transit Aut	Franklin Regional Transit Aut	2006-039	Data System	1	52015	06/04/2010
Shaw Electric	City of Detroit, Department of	235S	Data System	1	51485	03/31/2011
Beaver County Trans Authorit	Beaver County Trans Authorit	10237	Single Garage, Single Lane Data Sys	1	48500	12/29/2016
New Flyer Industries	City of Albany	30712034	Single Garage, Single Lane Data Sys	1	48100	02/05/2021

Portable Data Unit

Sold to name	End user name	PO	Description	Qty	Unit Price	Ship Date
Transit Authority River City	Transit Authority River City	C51431	PORTABLE DATA UNIT-HI SPEED (STD)	1.000	19,400.000	6/26/2017
Wichita Transit	Wichita Transit	841043	PORTABLE DATA UNIT-Dell E6430 ATG	1.000	19,400.000	3/8/2019
Sacramento Regional Transit	Sacramento Regional Transit	4500056552	PORTABLE DATA UNIT-HI SPEED (STD)	1.000	19,400.000	3/22/2019
Cities Area Transit	Cities Area Transit	2019-00000039	PORTABLE DATA UNIT-E6430 ATG HISP	1.000	19,400.000	1/23/2020
LEE COUNTY TRANSIT(LEE TRAN	LEE COUNTY TRANSIT(LEE TRAN	20334267	PORTABLE DATA UNIT-HI SPEED (STD)	1.000	19,400.000	3/17/2020
City of Ceres	City of Ceres	9628	PORTABLE DATA UNIT	1.000	19,000.000	8/28/2014
Utah Transit Authority	Utah Transit Authority	Contract 20-03321	PORTABLE DATA UNIT-HI SPEED (STD)	2.000	18,854.000	11/17/2020

Genfare Link

Sold to name	End user name	PO	Description	Shipped Qty	Unit Price	Ship Date
Greater Richmond Transit	Greater Richmond Transit	100083	GENFARE LINK-CARD BASE-RICHMOND,VA	1.000	186,000.000	1/7/2019
City of Porterville	City of Porterville	14-08571	GENFARE LINK Module	1.000	171,750.000	5/18/2018
Metro Bus	Metro Bus	A0000412-000	GENFARE LINK-(ALL MODULES)ST CLOUD, MN	1.000	160,025.750	9/21/2020
Chemung County Transit System	Chemung County Transit System	5015597	GENFARE LINK-ADMIN.,eFARE (CHEMUNG)	1.000	150,000.000	6/15/2018
Sangamon Mass Transit District	Sangamon Mass Transit District	9940_FY2022	GENFARE LINK, Implementation	1.000	142,314.000	7/19/2021
Dubuque Jule Transit	Dubuque Jule Transit	Automatic Fare Coll	GENFARE LINK ALL MODULES-DUBUQUE, IA.	1.000	128,200.000	8/5/2020

Administrative Point of Sale

Sold to name	End user name	Purchase order	Description	Qty	Unit Price	Ship Date
City Of Brownsville	City Of Brownsville	2020-00001006	APOS-SALE & FULFILLMENT	1	28050	08/04/2020
The Wave Transit System	The Wave Transit System	27354	APOS-SALE & FULFILLMENT	2	28050	11/17/2020
Green Bay Metro	Green Bay Metro	2000132-00	APOS-SALE & FULFILLMENT	1	28050	02/26/2021
Broome County Transit	Broome County Transit	52351	APOS-SALE & FULFILLMENT W/O	1	28050	05/25/2021
Stark Area Regional Transit	Stark Area Regional Transit	17886-1	APOS - printer/encoder workstation	4	27500	10/23/2019
LEE COUNTY TRANSIT(LEE	LEE COUNTY TRANSIT(LEE	20334267	APOS-SALE & FULFILLMENT(TKT	3	27500	03/18/2020
Sangamon Mass Transit Dist	Sangamon Mass Transit Dist	9940_FY2022	APOS-SALE & FULFILLMENT W/O	1	25245	06/25/2021

Retail Point of Sale

Sold to name	End user name	PO	Description	Qty	Unit Price	Net Value	Ship Date
Transit Authority River City	Transit Authority River City	C51688	RPOS, BIXOLON	20.000	920.000	18,400.00	6/20/2019
Stark Area Regional Transit	Stark Area Regional Transit	17886-1	RPOS, BIXOLON	4.000	920.000	3,680.00	9/23/2019
City of Fargo	City of Fargo	209815	RPOS, BIXOLON	2.000	920.000	1,840.00	12/20/2019
Metro Bus	Metro Bus	A0000508-000	RPOS, BIXOLON-W/O	5.000	920.000	4,600.00	9/22/2020
City of Tucson	City of Tucson	42162	RPOS, BIXOLON-W/O	45.000	920.000	41,400.00	3/25/2021
Sangamon Mass Transit District	Sangamon Mass Transit District	9940_FY2022	RPOS, BIXOLON-W/O	2.000	920.000	1,840.00	6/25/2021

Difference in pricing for the projects above can mainly be attributed to variations in optional features selected by the transit agency, and potentially for volume of fareboxes ordered. Other items included in the project are spare parts and installation services at nominal value. Genfare has included training, configuration, manuals and other supporting services within the package.

If there is any additional information that would be helpful for you, please feel free to contact me. We look forward to providing Valley Metro with this next-generation fare system and to many more years of service together.

Best regards,



Laurence Chefalo
Director of Sales
Central Region

August 12, 2021

Mr. Thomas F. Logan, CCTM
 Director of Regional Transit
 510 S. Pleasantview Drive
 Weslaco, TX 78596

Re: Farebox Upgrade Sole Source

Dear Mr. Logan:

Pursuant to your request, I am pleased to offer the following reasons which justify a sole source upgrade for Genfare fare collection equipment. Valley Metro is currently using fareboxes provided by Genfare. These fareboxes are Genfare's Fast Fare model. As Valley Metro seeks to expand functionality of their fare collection system, the components and software to upgrade the existing Fast Fare and related components of the fare collection system are only available from Genfare. Genfare owns the technology patents and software source code and all related documentation for the system, and no other manufacturer has offered similar upgrade capability to users of Fast Fare equipment and related systems.

Genfare is the only manufacturer and the only domestic distributor of the Fast Fare farebox and related security components as utilized in Valley Metro. Genfare has introduced a current technology farebox enhancement that is compatible in fleet with the Fast Fare.

1. System Compatibility –

- a. Existing Infrastructure – Many coaches at Valley Metro are already utilizing the Genfare farebox. The fleet of fixed route coaches at Valley Metro are using on-board fare collection fareboxes originally provided by Genfare. The new Fast Fare components are compatible with the controls, operating software and security systems of the existing Valley Metro system. This includes the operator's control along with computer data security and audit systems.
- b. Fare Security – Collected revenues are stored securely in audited removable cashboxes that employ a sophisticated system of revenue tracking, component monitoring and physical elements such as secure key combinations. Use of the Fast Fare equipment will ensure that revenue transfers may continue to be securely conducted at Valley Metro and that appropriate reconciliation may continue. Fare collection vaults are keyed exclusively for use with the Valley Metro fareboxes and interact directly with the Genfare data system to ensure security and auditability throughout the cash handling process.
- c. Ticket Compatibility – The ticket vending and onboard ticketing equipment used at Valley Metro all encrypt the pass information using a proprietary encoding format designed and engineered by Genfare to maximize security and minimize fraud. Tickets, passes, transfers and other documents issued by the farebox and Fast Fare models are compatible. Continued use of the existing ticket data format also eliminates the need to "swap-out" existing fare media with riders already holding passes. To ensure regional system interoperability, the tickets, transfers and passes must be implemented in the same secure data format. Genfare is the only authorized manufacturer that can support this encoding from the farebox through the entire system to ensure system compatibility and security.

- d. Reporting - The encryption formatting described above also contains data that is used in reporting the fare type and usage to the Administrative Data Collection and Reporting System, which had also designed and provided by Genfare. In procuring from the same manufacturer as the existing equipment, all encrypted data will be gathered, read and reported in the upgraded Genfare Reporting System correctly.
- e. Regional Interoperability – Regional transportation partners Brownsville Metro and McAllen Metro both also utilize Genfare equipment. The planned system expansion at Valley Metro will allow the agency to operate independently of the other agencies, but to coordinate services and fare programs among the regional partners. This cooperative functionality is structured upon a common technology platform among the regional agencies, allowing recognition and appropriate business rule application for the partnering agencies' fare media.
- f. Rider Services Enhancements – The planned system upgrade and expansion integrates the existing rider ticketing phone application into a multi-media system, allowing riders to access their account funds through additional means; for example allowing a parent to authorize a child's fare card to access the balance of the family account. All existing functions of the ticketing application will be continued and supplemented with improved access and functionality.

2. **System Integration –**

- a. Technical Integration - As described above, the fareboxes together with the revenue consolidation vaults and the Electronic Fare Collection and Reporting Software comprise an integrated system. Over time the agency will need to adjust the system fare structure: changing the price, adding new ticket types or removing ticket types, and adding new types of media such as smartcards. In order to ensure the entire fare collection system is compatible with the desired change(s), the software/firmware of all devices must be compatible. By operating an integrated fare collection system from a single manufacturer, Valley Metro is assured that these changes can be made and will flow down correctly to all devices without re-customizing software and incurring major software rewrites each time a change needs to be made.
- b. Integration Liability – Until now, Valley Metro has used a single fare collection system provider (Genfare) who ensures system integration. Should multiple suppliers provide various components of the fare collection system, Valley Metro would assume system-wide integration / compatibility responsibility. The agency alone would be responsible for keeping its system design current with the developments among multiple providers.

3. **Fleet Compatibility –**

- a. Service – The farebox and ticket vending equipment require a trained specialist to perform repairs. Valley Metro has experienced technicians that have been performing the maintenance on the existing fareboxes and ticket units; they would not have to be retrained for implementing the added devices. When similar components are added, the service technician's existing skills enable him to maintain the entire system reliably. Moreover there remains a single source for technical training and service bulletins.

- b. Spare Parts - The farebox, vault and data probing systems contain highly specialized and proprietary components including microprocessor boards, power supply PC boards, PC control boards, and assemblies that impose a cost to the agency inventory. By utilizing the same manufacturer equipment as is currently being operated on the Valley Metro bus fleet, Valley Metro will be assured of significant spare parts compatibility and will not have to run two completely separate sets of parts inventories.

4. **Delivery –**

- a. Genfare offers a 90-120 day delivery schedule, which any other perspective supplier would not be able to meet.

I trust the proceeding is acceptable and satisfactory for your purposes. If there are any additional questions please feel free to contact me for a prompt response.

Regards,



Laurence Chefalo
Director of Sales, Central Region

LRGVDC System Expansion Budgetary Listing

Revision A

Farebox and Vault System

Item	Quantity	Description	Unit Price		Extension
1	40	Fast Fare Farebox	\$	15,732.00	\$ 629,280.00
1a	1	Training Farebox	\$	16,032.00	\$ 16,032.00
2		Farebox Installation To be performed by LRGVDC			
3	1	Stationary Vault and CBID Controller	\$	36,568.00	\$ 36,568.00
4	1	Garage Data System / NM	\$	48,100.00	\$ 48,100.00
4a	1	Portable Data Unit	\$	19,400.00	\$ 19,400.00
5	50	Cashbox (Exchange Units)	\$	645.00	\$ 32,250.00
6	1	Keys	Included		
7	1	Training	Included		
8	3	Electronic Key	\$	900.00	\$ 2,700.00
9	1	Maintenance Spare Parts	\$	56,635.20	\$ 56,635.20
10	1	Maintenance Bench Workstand	\$	16,230.00	\$ 16,230.00
		Farebox Subtotal			\$ 857,195.20

Optional Genfare Link System (Contactless Payments)

11	1	Deleted Cell data connection from LRGVDC			
12	1	Genfare Link eFare Rider Website Organizations Module Mobile Link Integration	\$ 119,000.00	\$	119,000.00
13	3000	Media (Card Allowance)			
14	1	Genfare Link Test Lab (UAT System)	\$ 16,500.00	\$	16,500.00
15	1	APOS - Administrative Point of Sale	\$ 28,500.00	\$	28,500.00
16	2	RPOS - Retail Point of Sale	\$ 950.00	\$	1,900.00
17	1	Training	Included		
18	1	Program Management	\$ 12,000.00	\$	12,000.00
Link Subtotal				\$	177,900.00

Annual Support and Hosting for Genfare Link

1	Year 1	\$ 29,940.00	\$	29,940.00
1	Year 2	\$ 30,838.20	\$	30,838.20
1	Year 3	\$ 31,763.35	\$	31,763.35
1	Year 4	\$ 32,716.25	\$	32,716.25
1	Year 5	\$ 33,697.73	\$	33,697.73
Five Year Support Subtotal			\$	158,955.53
Project Total			\$	1,194,050.73

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 25, 2021

Item #5: Department Reports

D. Transportation

Valley Metro Status Report Tom Logan, Director

3. Consideration and **ACTION** to Approve Revisions to Valley Metro Transit Service Policy

Staff requests Board approval to adopt revisions to Valley Metro Transit Service Policy. Revisions are related to definitions on the various types of route cancellations, a Standard Operating Procedure on the approval of cancellations, and a system for reporting cancellations to TxDOT and FTA. Adoption of these revisions will ensure Valley Metro/LRGVDC maintains sufficient oversight of scheduled service, while remaining in compliance with FTA and TxDOT regulations.

Route Cancellation Process

The following materials are intended for the designated Valley Metro “Administrative” team which will consist solely of **Valley Metro Operations Supervisors, Valley Metro Planning**, the **Valley Metro Director** as well as the **LRGVDC Executive Director**. The purpose of this document is to define the different scenarios that would bring about route cancellations, to outline a “Standard Operating Procedure” in the event a route cancellation becomes necessary, and to establish a standardized documentation system to facilitate accurate and timely reporting to our State and Federal partners.

I Types of Route Cancellations

- A. Cancellations as a result of **staffing/fleet issues**
 - a. Driver absence (temporary)
 - b. Driver shortage (long-term)
 - c. Fleet shortage (temporary/long-term)
- B. Cancellations as a result of **partner discretion**
 - a. UTRGV discretionary cancellation
 - b. STC discretionary cancellation
 - c. Governmental (City, County, State, Federal) discretionary cancellation
- C. Cancellations as a result of **agency discretion**
 - a. Disaster response (temporary)
 - b. Low performance (long-term)
 - c. Funding (long-term)

II SOP on Approval of Cancellations

A. Flowchart

- a. Discussion with Planning
- b. **Cancellation Form** Completion
- c. Submission to Planning
- d. Administrative Approval
 - i. Planning
 - ii. Operations
 - iii. Director
 - iv. Executive Director

B. Documentation

- a. Signed/Approved Cancellation Form
- b. Submission to Cloud for reference

III Reporting Cancellations

A. PTN-128

- a. Signed Cancellation Form

B. National Transit Database

- a. Signed Cancellation Form

C. Local General Public Notification

- a. Website
- b. Social Media

Route Cancellation Approval Flowchart

“Initiation”

- Driver absence (short-term)
- Driver shortage (long-term)
- Fleet shortage (long-term)
- Cancellation report (from partner)

“Application”

- Collection of info
- Who reported
- Who responded
- Brief summary

“Approval”

- Forward to Planning
- Planning determines impact of cancellation
- Administration conferences to determine decision approval
- Approval determines “short-term” or “long-term” cancellation

IF “SHORT-TERM”

- 2 of 3 Administrators sign cancellation approval

IF “LONG-TERM”

- 2 of 3 Administrators sign
- LRGVDC Executive Director signs cancellation approval

Route Cancellation Application Form

[illegible]

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 25, 2021

Item #5: Department Reports

D. Transportation

Valley Metro Status Report Tom Logan, Director

4. Consideration and **ACTION** to Approve Procurement of Revenue Vehicles for Valley Metro Rural Fleet.

Staff requests Board approval to purchase up to eight (8) Type II buses. These buses will be incorporated into the Valley Metro Rural Motor Bus Fleet and will be added to the new FAST RIDE Microtransit service.

Purchase of these vehicles will be made using TxDOT grants at 100%. The cost of the eight Type II buses is \$612,1138.56.

12/17/2020



Creative Bus Sales

Texas Comptroller of Public Accounts

Contract ID No. 556A1-2718 / IFB No. 304T-20-556A1
FY 2021
Preparer: Jeffrey E. Johnson
Base Model
 Starcraft Starlite

Base Model Price: \$ 67,679.00

Options: \$ -

or Available Options: \$ -

npublished Options: \$ 8,838.32

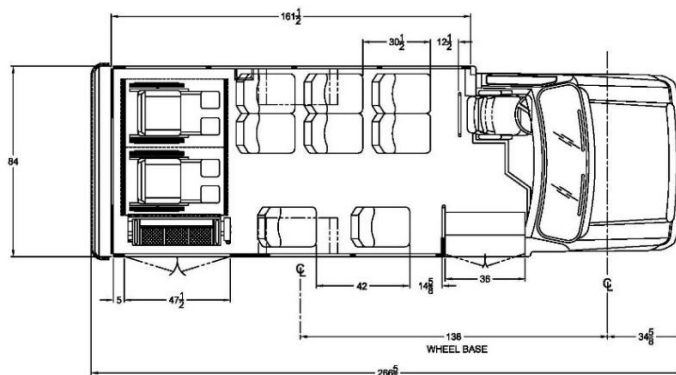
Quantity To Be Determined by LRGVDC, up to 8 units. Quotation is valid for 15 days

Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
20	Rear	2	8	No

QTY Vehicles: 8
Total Contract Price: \$ 612,138.56
Per Vehicle Price: \$ 76,517.32

Customer Info

Customer:	LRGVDC-Valley Metro
Address:	301 West Railroad, Weslaco, TX 78596
Contact:	Rick Carrera
Office Phone:	956-682-3481
Mobile Phone:	956-330-7797
E-Mail:	rcarrera@lrgvdc.org

Floorplan


8/18/2021



OPTIONS

Type 2 Transit Vehicle - Starcraft Starlite

Qty	Description	FY 2020 List Price	QTY Total
1	OPT 29 - Street side exhaust	\$ -	\$ -
1	OPT 46 - Floor plan with wheelchair lift located at rear of vehicle	\$ -	\$ -
-	Subtotal Manufacturer Options:	\$ -	\$ -



CBS UNPUBLISHED OPTIONS Type 2 Transit Vehicle - Starcraft Starlite

Qty	Description	FY 2021 List Price	QTY Total
1	Pre-Wire for Farebox	\$334.96	\$334.96
1	Pre-Wire for two-way radio	\$328.60	\$328.60
1	Pre-Wire for mobile routers	\$250.16	\$250.16
1	Strobe Light	\$386.90	\$386.90
1	Braun Standard	\$0.00	\$0.00
1	Seon Safe Fleet Camera System	\$5,644.50	\$5,644.50
1	Starlite Chassis and Body Package	\$1,680.00	\$1,680.00
2	Q-8101-L DELUXE RETRACTOR TIE DOWN, Q8-6326-A1 COMBO LAP/SHOULDER, L TRACK	\$381.60	\$763.20
1	Graphics	\$950.00	\$950.00
1	Creative Bus Sales Credit based on Option Content	(\$1,500.00)	(\$1,500.00)
-	Subtotal CBS Unpublished Options:		\$8,838.32

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 25, 2021

Item #5: Department Reports

D. Transportation

Valley Metro Status Report Tom Logan, Director

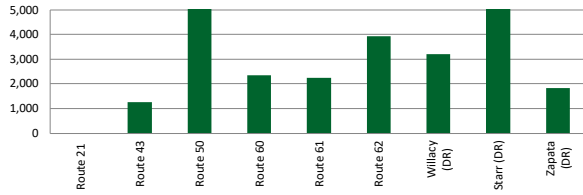
- **Ridership Report**
Both the rural and urban transit systems are in operation and all systems are monitored daily. For the month of July 2021, ridership for the urban system, which operates Monday through Saturday in the urban areas of Cameron, Hidalgo, and Starr Counties has been averaging **2,982** passengers a week. Ridership for the rural system which operates in the rural areas of Cameron, Hidalgo, Willacy, Starr, and Zapata Counties has an average of **1,755** passengers per week for the month of July.
- **COVID-19 Precautionary Measures**
 - Facial-covering requirement for all passengers
 - Daily cleaning with CDC-approved disinfectant
 - Usage of rear-doors to board/deboard passengers
 - Cordoning-off driver area
 - Installation of hand sanitizer dispensers inside buses
 - Issuing safety memos to staff
- **Regional Transportation Advisory Panel (RTAP) Activity**

The RTAP met in May to discuss regional planning and service coordination. The next RTAP meeting will be held on August 31, 2021, via TEAMS video conference.

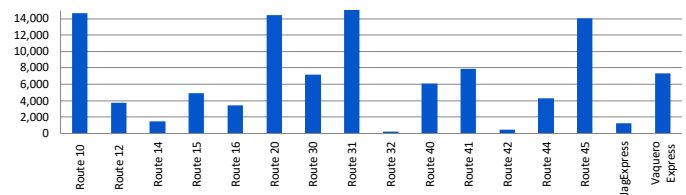


LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL Valley Metro Service Summary FY 2021 July

RURAL Ridership by Route

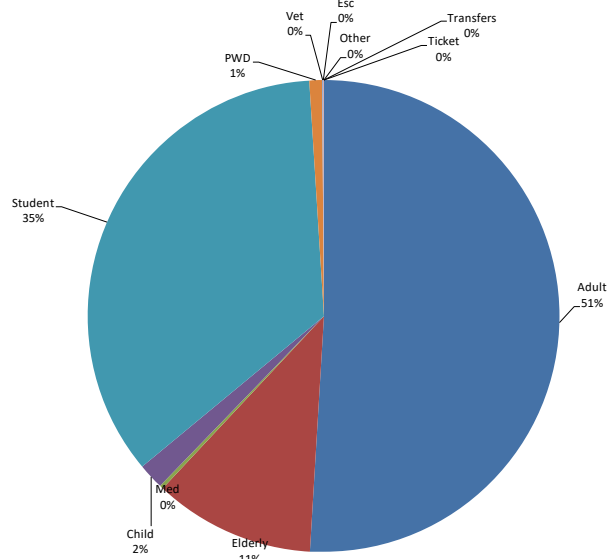


URBAN Ridership by Route



	Route	Total Passenger Trips	Route Activity	Area(s) Served
RURAL	Route 21	0	0%	Sullivan City, West Hidalgo County
	Route 43	1,243	1%	South Cameron County
	Route 50	26,803	14%	Brownsville, Port Isabel
	Route 60	2,354	1%	Roma, Rio Grande City
	Route 61	2,247	1%	Rio Grande City
	Route 62	3,922	2%	Rio Grande City
	Willacy (DR)	3,197	2%	Willacy County
	Starr (DR)	5,204	3%	Starr County
	Zapata (DR)	1,821	1%	Zapata County
URBAN	Metro Express	19,171	10%	Rio Grande Valley
	Route 10	14,606	8%	Edinburg
	Route 12	3,718	2%	Edcouch, Elsa, Edinburg
	Route 14	1,493	1%	Edinburg
	Route 15	4,867	3%	Edinburg
	Route 16	3,412	2%	Edinburg
	Route 20	14,412	8%	Mission
	Route 30	7,192	4%	Pharr, San Juan
	Route 31	29,823	16%	Hidalgo County
	Route 32	264	0%	Donna
	Route 40	6,069	3%	Harlingen
	Route 41	7,848	4%	Harlingen
	Route 42	443	0%	San Benito
	Route 44	4,310	2%	Primera, La Feria, Santa Rosa
	Route 45	13,999	7%	Cameron County
	JagExpress	1,254	2%	Weslaco, Pharr, McAllen
	Vaquero Express	7,281	4%	Edinburg
	Hidalgo	247	0%	City of Hidalgo
TOTAL		187,200	100%	

Ridership Breakdown by Category



FY 2020 Sept-June
589,263

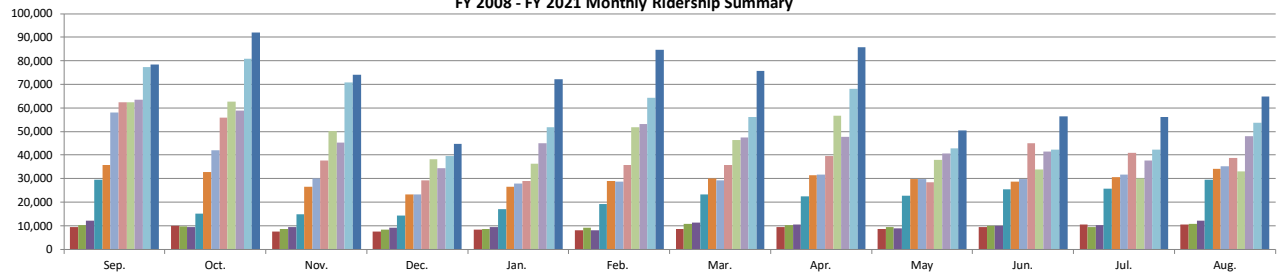
YEAR TO DATE RIDERSHIP REPORT
FY 2021 Sept-June
187,200

DIFFERENCE
-402,063

% DIFFERENCE
-68%

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

FY 2008 - FY 2021 Monthly Ridership Summary



Fiscal Year	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Total	Difference	%Change
FY 2008	9,978	4,927	4,378	4,077	9,057	9,065	8,832	9,195	9,624	9,031	8,706	9,568	96,438	45,095	88%
FY 2009	9,538	9,913	7,540	7,562	8,323	8,113	8,567	9,344	8,720	9,363	10,483	10,428	107,894	11,456	12%
FY 2010	10,274	9,702	8,580	8,471	8,670	9,204	10,836	10,274	9,566	10,107	9,537	10,931	116,152	8,258	8%
FY 2011	12,184	9,480	9,336	9,254	9,445	8,016	11,255	10,460	8,801	10,046	10,176	12,111	120,564	4,412	4%
FY 2012	29,644	15,256	14,982	14,267	17,057	19,196	23,184	22,450	22,827	25,436	25,807	29,518	259,624	139,060	115%
FY 2013	35,707	32,758	26,634	23,293	26,542	28,858	30,087	31,465	29,911	28,744	30,596	34,255	358,850	99,226	38%
FY 2014	58,118	41,893	30,069	23,338	28,011	28,593	29,386	31,638	29,761	29,806	31,733	35,241	397,587	38,737	11%
FY 2015	62,315	55,976	37,648	29,214	29,063	35,854	35,785	39,503	28,431	45,056	40,891	38,683	478,419	80,832	20%
FY 2016	62,317	62,627	50,274	38,130	36,305	51,887	46,286	56,675	37,990	33,822	30,148	32,939	539,400	60,981	13%
FY 2017	63,305	58,773	45,397	34,433	45,012	53,051	47,542	47,628	40,601	41,409	37,719	47,917	562,787	23,388	4%
FY 2018	77,255	80,744	70,823	39,507	51,877	64,209	56,076	68,058	42,956	42,169	42,264	53,725	689,663	126,876	23%
FY 2019	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	91,929	98,308	83,799	56,545	78,630	89,404	46,276	11,431	15,009	17,932	14,182	16,121	619,566	-215,340	-26%
FY 2021	17,146	16,894	15,751	16,072	16,620	14,593	19,164	16,231	16,199	17,850	18,244	0	184,764	-650,142	-78%
Monthly Change from Previous FY	-74,783	-81,414	-68,048	-40,473	-62,010	-74,811	-27,112	4,800	1,190	-82	4,062		-650,142	18,367	2%
% Change	-81%	-83%	-81%	-72%	-79%	-84%	-59%	42%	8%	0%	29%		-116%	79%	51%

FY 2018 URBANIZED PERFORMANCE MEASURES*

COST EFFECTIVENESS
Cost per revenue mile =
Cost per revenue hour =
Cost per passenger =

\$2.40 State Avg. = \$4.85
\$46.22 State Avg. = \$73.39
\$4.16 State Avg. = \$5.21

SERVICE EFFICIENCY

Passengers per revenue mile = 0.58 State Avg. = .93
Passengers per revenue hour = 11.12 State Avg. = 14.10

FY 2018 NONURBANIZED PERFORMANCE MEASURES*

COST EFFECTIVENESS
Cost per revenue mile =
Cost per revenue hour =
Cost per passenger =

\$3.03 State Avg. = \$2.99
\$71.08 State Avg. = \$59.91
\$14.83 State Avg. = \$20.21

SERVICE EFFICIENCY

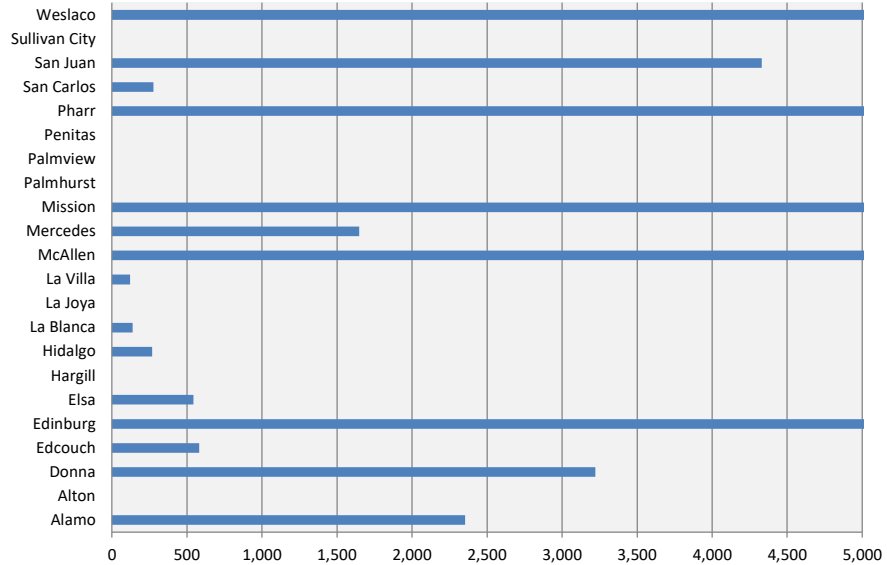
Passengers per revenue mile = 0.20 State Avg. = .15
Passengers per revenue hour = 5.44 State Avg. = 2.96

Distribution of Ridership

Hidalgo County

Alamo	2,354
Alton	0
Donna	3,222
Edcouch	582
Edinburg	27,546
Elsa	543
Hargill	0
Hidalgo	269
La Blanca	138
La Joya	0
La Villa	121
McAllen	29,033
Mercedes	1,648
Mission	7,639
Palmhurst	0
Palmview	0
Penitas	0
Pharr	8,493
San Carlos	276
San Juan	4,331
Sullivan City	0
Weslaco	5,385
Total	91,580

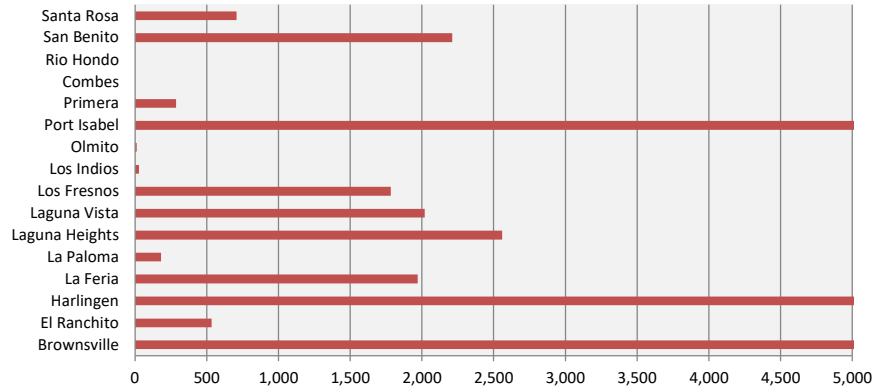
Hidalgo County by Cities



Cameron County

Brownsville	28,535
El Ranchito	533
Harlingen	22,545
La Feria	1,970
La Paloma	180
Laguna Heights	2,560
Laguna Vista	2,019
Los Fresnos	1,782
Los Indios	26
Olmito	10
Port Isabel	11,097
Primera	285
Combes	0
Rio Hondo	0
San Benito	2,211
Santa Rosa	708
Total	74,461

Cameron County by Cities



Willacy County

Total 3,197

Starr County

Total 13,727

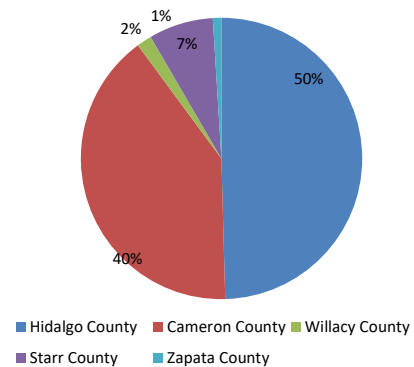
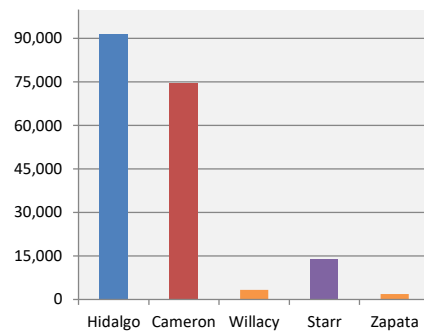
Zapata County

Total 1,821

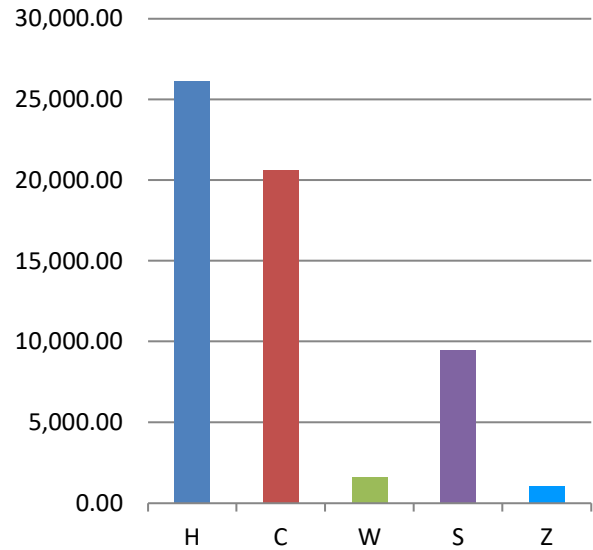
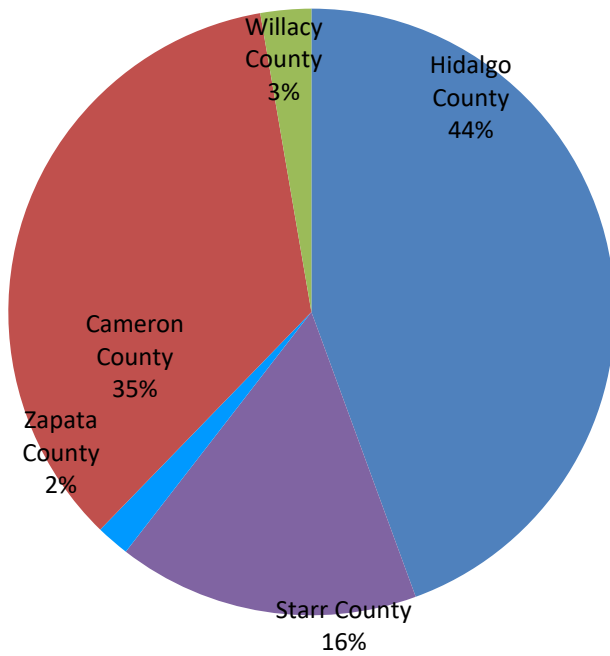
SYSTEM TOTAL

184,786

Ridership by County



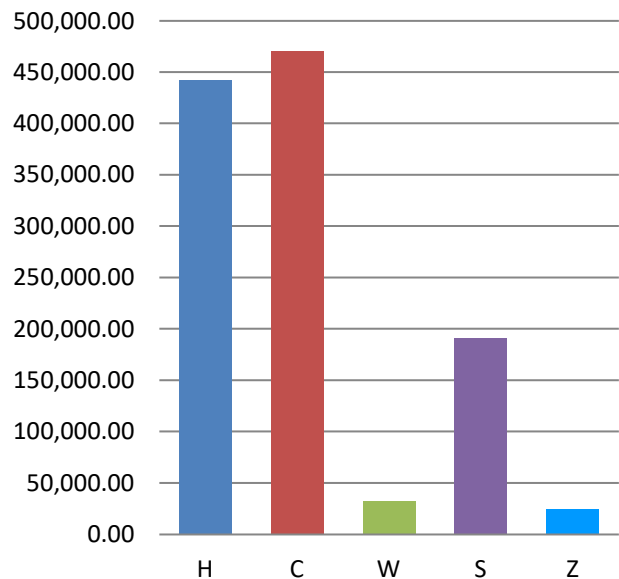
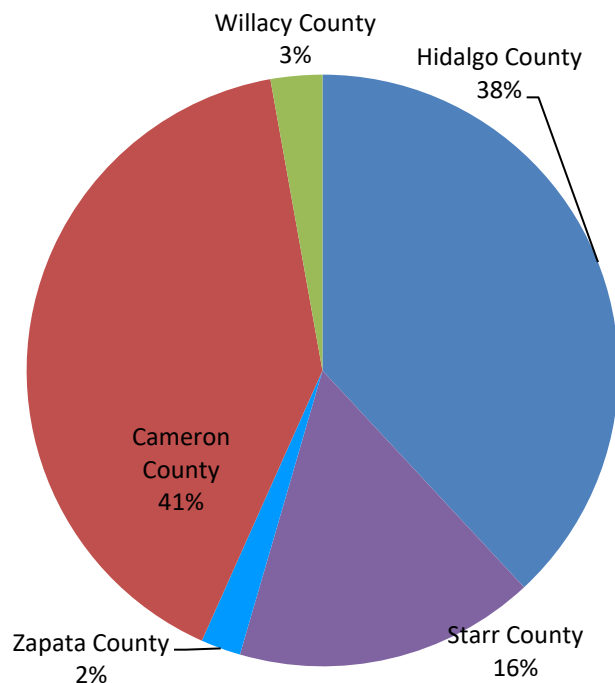
Distribution of Revenue Hours



Revenue Hours Provided

Hidalgo County	26,095.00
Starr County	9,441.00
Zapata County	1,043.54
Cameron County	20,574.00
Willacy County	1,588.00
Total Revenue Hours	58,741.54

Distribution of Revenue Miles



Revenue Miles Provided

Hidalgo County	442,223
Starr County	190,818
Zapata County	25,215
Cameron County	470,247
Willacy County	32,767
Total Revenue Miles	1,161,270



**FY 2021 TSTC
Valley Metro Routes
Monthly Cumulative Passenger Counts**

Routes	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Total
10	0	0	0	0	0	0	0	0	0	0	0		0
12	0	0	0	0	0	0	0	0	0	0	0		0
14	0	0	0	0	0	0	0	0	0	0	0		0
31	0	0	0	0	2	0	0	0	4	2	1		9
40	0	0	0	0	0	0	0	0	0	0	0		0
41	0	0	0	0	0	0	0	0	0	0	0		0
42	0	0	0	0	0	0	0	0	0	0	0		0
43	0	0	0	0	0	0	0	0	0	0	0		0
44	6	4	7	3	1	0	1	0	3	0	0		25
45	9	16	10	6	11	2	1	3	1	0	0		59
50	0	0	0	0	0	0	0	0	0	0	0		0
Willacy	0	0	0	0	0	0	0	0	0	0	0		0
Total	15	20	17	9	14	2	2	3	8	2	1	0	93
Change Over Previous Month		5	-3	-8	5	-12	0	1	5	-6	-1	-1	-15

TSTC Student Ridership

