

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL



AGENDA VIRTUAL MEETING OF THE LRGVDC BOARD OF DIRECTORS

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

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Wednesday, August 26, 2020, 12:00 Noon

GoToMeeting Video Conference

Presiding: President Jim Darling

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Item #1: Call to Order

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

Item #2: Consideration and ACTION to Approve Meeting Minutes (June 24, 2020) President

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

**Item #4: AdministrationManuel Cruz
Executive Director**

**A. Presentation on State Action Plans for FY 2018/19
Disaster Funding Allocations Esmeralda Sanchez
Texas GLO**

**B. Presentation and Consider ACTION on
2019 Annual AuditMelissa Gonzalez
Oscar R. Gonzalez, CPA & Associates**

**C. Consideration and ACTION on Quarterly
Investment Report..... Crystal Balboa
Finance Director**

**D. Consideration and ACTION to Approve Memorandum of Understanding (MOU) for Trail Counter ProjectManuel Cruz
Executive Director**

**E. Consideration and ACTION to Approve Interlocal Agreement for RGV B-Cycle Project.....Manuel Cruz
Executive Director**

**F. Consideration and ACTION to Approve Interlocal Agreement for Hidalgo County Active Mobility Plan ProjectManuel Cruz
Executive Director**

G. Executive Director Report

ACTION MAY BE TAKEN ON ANY OF THE FOLLOWING

LRGVDC Updates & Activities

1. Introduction of New Staff Members
2. Census 2020

Item #5: Department Reports

**A. Community & Economic DevelopmentManuel Cruz
Executive Director**

Program Action Items:

1. Consideration and ACTION to Approve Acceptance of Texas Water Development Board (TWDB) Funding in the Amount of \$100,044.00, and Contingent upon TWDB Approval, Execute Subcontract with Research, Applied Technology, Education, and Services (RATES) to Conduct Freshwater Flow Monitoring and Reporting
2. Consideration and ACTION to Approve Nominee to Solid Waste Advisory Committee (SWAC)
3. Consideration and ACTION to Approve Solid Waste Advisory Committee's (SWAC) Recommendation to Redistribute TCEQ Solid Waste Funds

Program Status Reports:

- Economic Development Administration
- 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

Program Status Reports:

- Additional Food Bags Distributed in All Three Counties
- Special Initiatives
- Quality Assurance Survey
- Telephone Reassurance Program

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

Program Action Items:

1. Consideration and **ACTION** to Approve Contract Extension to Next Generation 9-1-1 for Enterprise Geospatial Database Management System (EGDMS) Managed Service Project
2. Consideration and **ACTION** to Approve Purchase of Emergency Communications/9-1-1 Server Network Systems and Accessories
3. Consideration and **ACTION** to Approve Purchase of 9-1-1 Recording Equipment for Public Safety Answering Points (PSAPs) in Hidalgo & Willacy Counties
4. Consideration and **ACTION** to Approve Resolution for FY 2020-22 COG-21 Interoperable Communications Infrastructure Regional Project Grant
5. Consideration and **ACTION** to Approve Entering into Interlocal Agreement with City of Weslaco

Program Status Reports:

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

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

Program Action Items:

1. Consideration and **ACTION** to Approve Valley Metro/Hidalgo County MOU
2. Consideration and **ACTION** to Approve Procurement of Heavy-Duty Parts from Gillig Bus Manufacturing for Bus Fleet

Program Status Reports:

- Valley Metro
 - Ridership Report
 - COVID-19 Precautionary Measures
 - Regional Transportation Advisory Panel (RTAP) Activity
- Rio Grande Valley MPO

Item #6: New or Unfinished Business

Item #7: Adjourn

REMINDER

Next Meeting Date:
Wednesday, September 30, 2020
12:00

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

ONLINE MEETING OF THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL BOARD OF DIRECTORS AND LRGVDC CORPORATION

12:00 PM WEDNESDAY, JUNE 24, 2020
GLOBAL GOTOMEETING VIDEO CONFERENCE PLATFORM
INITIATED AND CHAIRED FROM
LRGVDC MAIN CAMPUS - 301 W. RAILROAD STREET, WESLACO, TEXAS
BUILDING B, SMALL BOARD ROOM

PRESIDING: MAYOR JIM DARLING, PRESIDENT

- DRAFT -

President Jim Darling, called the meeting to order at 12:01 p.m. Roll call was taken, and a quorum was declared.

President Darling then moved to item 2: Consideration and Action to Approve Meeting Minutes (May 27, 2020)

Commissioner David Garza made a motion to approve the minutes of the May 27, 2020 Board Meeting as presented. Commissioner Edward Gonzalez seconded; Mayor Benjamin Gomez abstained. Upon a vote the motion carried unanimously.

President Darling then moved to item 3: Public Comment and/or Report from Legislative Delegation. There being none, he moved to item 4: Administration.

A. Consideration and Action to Approve Resolution 2020-04 honoring Ms. Norma G. Garcia

President Darling read the resolution and upon conclusion ***Mayor Benjamin Gomez made a motion to approve resolution 2020-04 as presented. Ms. Celeste Sanchez seconded the motion, and upon a vote the motion carried unanimously.***

B. Consideration and Corporation Action to Update/Open Checking Account for Lower Rio Grande Valley Development Council Corporation with Executive Director, Manuel Cruz, and Finance Director Crystal Balboa as signatories

President Darling stated that the LRGVDC Corporation is the 501(c)(3) designated economic development district in this region and that its board of directors is comprised of the LRGVDC Executive Committee members. As the Executive Director, Manuel Cruz needs to have board authorization to become the signatory on the Corporation's bank account. ***Mayor David Suarez made a motion to approve updating the checking account information for the Lower Rio Grande Valley Development Council Corporation signatories with Executive Director Manuel Cruz and Finance Director Crystal Balboa as signatories. Mayor Jim Darling seconded the motion, and upon a vote the motion carried unanimously.***

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

President Darling stated that he is currently the LRGVDC designee to the TARC Board of Directors and that the previously designated alternate was no longer on the LRGVDC Board of Directors. This action is to designate a new alternate. Commissioner David Garza expressed interest in serving as the alternate and Mr. Javier Deleon would like to serve as the second alternate. Upon conclusion of discussion ***Mr. Javier Deleon made a motion to approve Commissioner David Garza as the alternate to the TARC board of directors***

and himself as the second alternate. Mayor David Suarez seconded and upon a vote the motion carried unanimously.

D. Consideration and Action to Explore Creation of Emergency Communications District Designation for LRGVDC Encompassing Hidalgo and Willacy Counties.

Executive Director Manuel Cruz was recognized and informed the Board that the 9-1-1 Emergency Communications Advisory Committee (9-1-1 ECAC) believes there is a positive opportunity for the LRGVDC Emergency Communications/9-1-1 program to have a larger impact on policy and fiscal matters than is now available through the state administrative program and recommends moving forward with forming its own Emergency Communications District in order to keep funding and decision making locally. Cities in Hidalgo and Willacy Counties will need to pass a resolution in order to make this happen. ***Mayor Pro-tem Norie Gonzalez Garza made a motion to approve exploring the creation of an Emergency Communications District Designation for the LRGVDC that would encompass Hidalgo County and Willacy County. Mayor David Suarez seconded the motion, and upon a vote the motion carried unanimously.***

Upon conclusion of Administration Items President Darling moved to item 5: Department Reports.

A. Community & Economic Development

Director Blanca Davila was recognized to address the following:

Program Action Items:

1. Consideration and Action to Approve Regional Water Resource Advisory Committee's (RWRAC) Regional Priority List Resolution

Ms. Davila stated that staff recommends approval of this resolution for use as a living document to continue identifying regional projects to add to existing Hazardous Mitigation Plans as an addendum. The Lower Rio Grande Valley has several jurisdictional Hazard Mitigation Plans, and identification of regional projects with greatest mitigation impact would give the region additional competition leverage for funding opportunities. ***Commissioner David Fuentes made a motion to approve the RWRAC's Regional Priority List resolution as presented. Commissioner David Garza seconded the motion and upon a vote the motion carried unanimously.***

2. Consideration and Action to Approve Two (2) Members to the Regional Water Resource Advisory Committee (RWRAC)

Ms. Davila reported that the RWRAC unanimously recommended approval of the following Nominees:

Mr. Ron Mills, Port Mansfield Navigation District for the Special Purpose District: Drainage (Willacy) category

Mr. Martin Knecht, South Texas College for the Institute of Higher Education category

Commissioner David Fuentes made a motion to approve the nominees as presented. Commissioner David Garza seconded the motion, and upon a vote the motion carried unanimously.

3. Consideration and Action to Approve Regional Water Resource Advisory Committee (RWRAC) recommendation for LRGVDC to Submit a Solicitation as a Political Subdivision to Texas Water Development Board for the Regional Flood Planning Group, Region 15

Ms. Davila reported that the Executive Administrator of the TWDB is in the process of compiling a list of political subdivisions that are interested in supporting Regional Flood Planning Groups (RFPG) by serving as the designated planning group sponsor and/or providing free public meeting space for the

RFPG and attending public to use regularly. ***Commissioner David Garza made a motion to approve the RWRAC recommendation for the LRGVDC to submit a solicitation as a political subdivision to TWDB for the Regional Flood Planning Group; Commissioner David Fuentes seconded, and upon a vote the motion carried unanimously.***

4. Consideration and Action to Approve Regional Water Resource Advisory Committee's (RWRAC) Nomination to Regional Flood Planning Group

Ms. Davila reported that the RWRAC unanimously recommended approval of Dr. Andrew Ernest, President & CEO at Research, Applied Technology, Education and Service (RATES) to fill the Environmental Interest seat on the RWRAC. ***Commissioner David Fuentes made a motion to approve the nomination of Dr. Ernest to fill the Environmental Interest seat on the RWRAC. Mayor David Suarez seconded the motion, and upon a vote the motion carried unanimously.***

Program Status Reports

The program status reports were available for review in the meeting packet and Ms. Davila provided an update on the 2020 Census.

B. Health & Human Services

Director Jose Gonzalez was recognized to address the following items:

Program Action Items:

1. Consideration and Action to Authorize Manuel Cruz, Executive Director to Sign all Documents Related to CDBG Funding

Mr. Gonzalez reported that the Advisory Council recommends approval to Authorize Mr. Cruz to sign all applications and agreements on behalf of the Area Agency on Aging for CDBG funding. This authorization is for the cities of McAllen, Mission, Pharr, Edinburg, Harlingen, Brownsville, and San Benito for the program years of 2020-2021. ***Mayor Benjamin Gomez made a motion to authorize Executive Director Manuel Cruz to sign all documents related to CDBG funding. Commissioner David Garza seconded the motion, and upon a vote the motion carried unanimously.***

Program Status Reports

The status reports on special initiatives for COVID-19 Funding and home delivered meals were in the meeting packet for review. Mr. Gonzalez added that the process for providing home delivered meals is progressing and staff will conduct a quality survey on this new program, the results of which will be presented at the next board meeting.

C. Public Safety

Program Action Items:

1. Consideration and Action to Approve Migration of Legacy network to AT&T ESInet

Mr. Cruz was recognized and reported that AT&T ESInet is a new call delivery solution that is recommended by the Commission on State Emergency Communications (CSEC). ESInet will replace the legacy analog network. Legacy is voice centric and incapable of carrying the volume of data that has come to be expected in communications technology. ESInet will provide the capability to carry voice and a tremendous amount of data and will revolutionize the way 9-1-1 calls are routed. As part of our 2021 Strategy Plan and state project this migration will take place under a vendor contract with the State of Texas DIR contract #DIR-TEX-AN-NG-CTSA-005. The cost of \$111,616.59 will be covered by CSEC's capital project allocation funding upon submission of an Encumbrance Fund Request. ***Mayor David Suarez made a motion to approve migration of Legacy Network to AT&T ESInet as***

recommended by the CSEC. Mayor Benjamin Gomez seconded the motion, and upon a vote the motion carried unanimously.

2. Consideration and Action to Approve Homeland Security Advisory Committee's Project Recommendation to Receive Additional Funds from FY 2018 Homeland Security Division (HSGD) Block Funds

Mr. Cruz stated that the Homeland Security Advisory Committee (HSAC) reviewed the LRGVDC's FY 2018 HSGD completed projects and selected the City of Brownsville's Police Department to receive an additional \$14,548.09 which are unused funds from the LRGVDC's FY 2018 HSGD grant year. These funds will be used to purchase additional Tactical 3A Protection Shields for the police department; the equipment is used to aid in addressing terrorism risks at the local and regional level. ***Commissioner David Garza made a motion to approve the HSAC's project recommendation to receive additional funds from FY 2018 HSGD Block funds. Mayor Trey Mendez seconded and upon a vote the motion carried unanimously.***

Program Status Reports:

Upon conclusion of action Mr. Cruz noted that the status reports were available for review in the meeting packet.

D. Transportation

Valley Metro Program Director Tom Logan was recognized to report on the following items:

Program Action Items:

1. Consideration and Action to Approve Procurement of Revenue Vehicles for Valley Metro Fleet

Mr. Logan stated that staff requests Board approval to purchase up to ten (10) Heavy-duty 32-foot revenue vehicles, one (1) wheelchair accessible van, and one (1) commuter coach. These busses will be incorporated into the Valley Metro Motor Bus Fleet and will replace units that have met the end of their useful life. The purchase of these vehicles will be made using FTA and TxDOT grants with matching TDCs from TxDOT as local match. ***Mayor Benjamin Gomez made a motion to approve the purchase of revenue vehicles for the Valley Metro fleet as presented. Mayor David Suarez seconded the motion, and upon a vote the motion carried unanimously.***

2. Consideration and Action to Approve Valley Metro Public Transit Agency Safety Plan (PTASP)

Mr. Logan stated that staff requests Board approval to adopt the Valley Metro PTASP. The Federal Transit Administration (FTA) has ruled that all Section 5301 transit operators must have an agency safety plan in place no later than July 20, 2020. The adoption of this plan will ensure Valley Metro/LRGVDC remains in compliance with FTA regulations. ***Mayor Benjamin Gomez made a motion to approve the Valley Metro Public Transit Agency Safety Plan as presented. Commissioner David Garza seconded the motion, and upon a vote the motion carried unanimously.***

Program Status Reports:

Mr. Logan reported that ridership is currently down by 13% which was expected due to the COVID-19 pandemic cautionary measures. However, staff has seen increases in ridership for the past few months.

RGVMPO

Executive Director Andrew Cannon was recognized and reported that the Policy Board is scheduled to meet today at 1:30 pm. On the agenda is adoption of the four -year Transportation Improvement Program and updates on the Invest Transportation Bill.

Andrew has a meeting today at 1:30 and will adopt a 4-year Transportation & Improvement Plan and will provide updated on INVEST in America Act Transportation Infrastructure bill.

Item 6. – New or Unfinished Business.

Ms. Christina Patiño Houle requested that the option of meeting online remain available even when in-person meetings are once again allowed.

There being no further business to come before the Board, ***President Darling adjourned the meeting at 12:43 pm.***

Mayor Jim Darling, President

ATTEST:

Deborah Morales, Recording Secretary

ITEM #4. B.

ADMINISTRATION

2019

ANNUAL AUDIT

DRAFT

**Lower Rio
Grande Valley
Development
Council**

**Audited Financial Report
Year Ended December 31, 2019**

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

ITEM #4. C.

ADMINISTRATION

**INVESTMENT
REPORT**

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
Quarterly Investment Report
April 1, 2020 through June 30, 2020

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		\$1,747.09
	Beginning 04/01/20	Ending 06/30/20
Investments in TexPool Prime:		
Water Plan	\$62,876.07	\$62,992.07
9-1-1	150,655.74	433,773.89
TCEQ	168,340.44	168,651.02
Transit	310,920.37	28,653.77
TWDB	326.82	327.42
GLO-Closing Cost	98,867.32	99,049.73
Kari's Law	75,661.66	75,801.24
Tire Project	22,842.80	22,884.94
RGV Explorer	56,494.43	56,598.66
Total	\$ 946,985.65	\$ 948,732.74

TexPool Prime Rate as of June 30, 2020 – 0.4731%



Crystal Balboa
Director of Finance

ITEM #4. D.

ADMINISTRATION

**TRAIL COUNTER
PROJECT**

**Lower Rio Grande Valley Development Council
Board of Directors Meeting**

Wednesday, August 26, 2020

Item #4: Administration

D. Consideration and ACTION to Approve Memorandum of Understanding (MOU) for Trail Counter Project

The LRGVDC was awarded a grant through the Valley Baptist Legacy Foundation to purchase 18 bicycle pedestrian counters to collect data. This data will be collected and analyzed by staff from the RGVMPD and shared with cities and the Texas Department of Transportation. The goal of this project is to create a methodology to collect data and use this data to plan and prepare for trails and bicyclist and pedestrian facilities in the future. To date, this is the largest collective effort and partnership to collect bicycle and pedestrian data on trails in Texas.

Cities participating in the program were selected by partners and the LRGVDC for meeting various criteria including length; access to public transportation, public and state parks; connection to schools, residential, and civic services; and if the trails are promoted.

Staff recommends approval of the MOU for the following cities:

Brownsville (Southmost Hike and Bike Trail)
San Benito (Heavin Resaca Trail)
Harlingen (McKelvey/Arroyo Park Trail)
McAllen (Bicentennial Hike and Bike Trail)
Mission (Mission Hike and Bike Trail)

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROWNSVILLE, TEXAS,
THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, AND THE RIO
GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION
REGARDING IMPLEMENTATION OF THE RGV BICYCLE PEDESTRIAN
COUNTER DATA PROGRAM**

This Interlocal Agreement (the “Agreement”) is entered into by and between the Lower Rio Grande Valley Development Council (“LRGVDC”), Rio Grande Valley Metropolitan Planning Organization (“RGVMPO”), a regional council of government and political subdivision of the State and the City of Brownsville, (“City”), a home rule municipality, regarding the implementation of a regional RGV Bicycle Pedestrian Counter Data program under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). The City, the RGVMPO, and the LRGVDC are collectively referred to herein as the “Parties” and are each a “Party”.

WITNESSETH:

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

WHEREAS, bicycle and pedestrian infrastructure ensures the continued quality of life which includes multimodal transportation options, reduces air pollution, contributes to a healthy and active lifestyle, and promotes livable and safe communities; and,

WHEREAS, the Valley Baptist Legacy Foundation is committed to investing in programs in organizations to improve the quality of life and health of the Rio Grande Valley; and,

WHEREAS, the LRGVDC was awarded a grant through the Valley Baptist Legacy Foundation to obtain bicycle pedestrian counters and software with the purpose of collecting and monitoring bicycle and pedestrian empirical data to help understand and improve trail and sidewalk networks; and,

WHEREAS, the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) works with communities in the Rio Grande Valley to plan, develop, and improve the region’s transportation; and,

WHEREAS, the Parties desire to jointly pursue a regional bicycle pedestrian counter project, whereby the LRGVDC and the RGVMPO will develop and implement the project, and City will provide support for the program; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I. Findings

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

II. RESPONSIBILITIES/DUTIES

2.1 LRGVDC will:

- A. Serve as the administrator of the RGV Bicycle Pedestrian Counter Data Program including planning, development, and implementation of a regional program;
- B. Coordinate the purchase, shipment, and installation of permanent counters;
- C. Provide the necessary insurance and soft costs associated with the project;
- D. Consult with Eco-Counter LLC for system and account errors, and other events;
- E. Enter into and manage contracts for the counters and related software/equipment;
- F. Encourage and promote the RGV Bicycle Pedestrian Counter Data Program;
- G. Ensure count data for the region is submitted to the statewide database through the Texas Department of Transportation by the RGVMPO;
- H. Work directly with RGV Bicycle Pedestrian Counter Data Program partners such as the Rails to Trails Conservancy, and monitor, manage, and report all criteria in accord with the requirements of the Valley Baptist Legacy Foundation;
- I. Evaluate the success of this project utilizing the performance measures:
 - 1. Total users;
 - 2. Deployment efficiency;
 - 3. Coordination with TxDOT;
 - 4. Satisfaction from partners; and
 - 5. Meeting goals as identified in the grant application to Valley Baptist Legacy Foundation.

2.2 RGVMPO will:

- A. Serve as the project manager for the RGV Bicycle Pedestrian Counter Data Program;
- B. Assist partners with the determination of Bicycle Pedestrian counter deployment sites;

- C. Engage and assist the City as a partner with the Bicycle Pedestrian counter site preparation;
- D. Coordinate with the City and LRGVDC for Bicycle Pedestrian counter deployment;
- E. Assist the LRGVDC Business Operations Department with an inventory of equipment;
- F. Publish collected and reviewed data to the publicly available UMAP data site, and other means;
- G. Publish and promote the public data at RGVMPO events;
- H. Prepare and conduct a review of collected data and submit reports to TxDOT on a regular and consistent basis; and
- I. Support partners with the accessibility of bicycle pedestrian counter data for the benefit of commerce, health, transportation, economic and community development, and investment research.

2.3 City will:

- A. Assist with site selection, accessibility, and preparation for bicycle pedestrian counter installation;
- B. Determine a City staff member who will act as the Point of Contact on behalf of the City in collaborating with the LRGVDC and RGVMPO;
- C. Provide support to the overall multimodal transportation programs within the LRGVDC which includes, but is not limited to the promotion of a regional bikeshare program for the Rio Grande Valley region (RGV BCycle), Valley Metro, and regional trail networks across Cameron and Hidalgo Counties;
- D. Participate in joint planning between the LRGVDC and RGVMPO for the purposes of:
 - a. Facilitating in discussions to ensure a seamless count monitoring process for pedestrians and bicyclists in the Rio Grande Valley;
 - b. Coordinate and communicate all plans for current and future hike and bike trail networks in the Rio Grande Valley;
 - c. Contribute to a reduction in vehicle trips and traffic;
 - d. Encourage new hike and bike trail users;
 - e. Participate in events and activities which support the health, safety, and education to the public for the importance of pedestrian and bicycle initiatives;
 - f. Emphasize the importance of active living and healthy lifestyles; and
 - g. Promote commerce in the Rio Grande Valley region by enhancing access to economic drivers such as hike and bike trails.

- E. Provide routine landscaping for the area surrounding the bicycle pedestrian counters ensuring the visibility of the counters is maintained and area is kept free from trash and debris;
- F. Allow the use of City rights-of-way, bike lanes, sidewalks, trails, and other roadway areas designated for bicycle and pedestrian use for the purposes of collecting pedestrian and bicycle user data; and
- G. In the event a relocation of bicycle pedestrian counter is requested, approval must be obtained through the LRGVDC and RGVMPO to ensure all logistical requirements are met.

III. Binding Effect; Benefiting Parties

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

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

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

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

4.1.1 The services provided for herein are governmental functions, and the LRGVDC and the City shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

4.1.2 The relationship of the LRGVDC and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

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

4.2 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the LRGVDC shall be held legally

liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

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

V. Notices

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

LRGVDC: Manuel Cruz, Executive Director
301 W. Railroad Street
Weslaco, TX 78596

CITY: Noel Bernal, City Manager
City of Brownsville
1001 E Elizabeth Street
Brownsville, TX 78520

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

VI. Severability

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

VII. Entire Agreement

7.1 This Agreement is the entire agreement between the City and the LRGVDC as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

VIII. Governing Law; Venue

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

IX. Term and Termination

9.1 This Agreement shall be for an initial term of two (2) years and will renew upon signed and written agreement by the parties to this agreement with adjustments made to the cash-match contributions as agreed to among the parties, unless terminated as herein provided and subject to any necessary funding being appropriated by the governing bodies of the Parties.

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

X. Current Revenues

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

XI. General Terms

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

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

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

[SIGNATURE PAGE TO FOLLOW]

LRGVDC

By: _____
Executive Director

Date: _____

APPROVED AS TO FORM

Legal Counsel

City of Brownsville

By: _____
Mayor

Date: _____

ATTEST:

City Secretary, City of Brownsville

APPROVED AS TO FORM

City Attorney, City of Brownsville

EXHIBIT A

LRGVDC Point of Contact: Sarah Dierlam
956-543-8752
sdierlam@lrgvdc.org

301 W Railroad
Weslaco, TX 78596

City of Brownsville Point of Contact: _____

DRAFT

EXHIBIT B

Number of Bicycle Pedestrian Counters:

Type:

Location: Southmost Hike and Bike Trail

DRAFT

EXHIBIT C

Map

DRAFT

ITEM #4. E.

ADMINISTRATION

**RGV B-CYCLE
PROJECT**

**Lower Rio Grande Valley Development Council
Board of Directors Meeting**

Wednesday, August 26, 2020

Item #4: Administration

E. Consideration and ACTION to Approve Interlocal Agreement for RGV B-Cycle project

The LRGVDC was awarded a grant through the Valley Baptist Legacy Foundation and through the Transportation Alternatives Program through the RGVMPO (formerly the HCMPO) to create the RGV B-Cycle Program. The RGV B-Cycle Program is a regional bikeshare initiative which focuses on improving the quality of life for Valley residents by providing health and wellness options through active transportation, and “last mile” support for the various public transportation networks in the region. This program will allow residents to “rent” bicycles at a low-cost option for the purpose of recreation or transportation.

The interlocal agreement is required by the funding agency in order to move forward with the application process. At this time, the following cities are participants: Alamo, Edinburg, McAllen, & Pharr.

Staff recommends approval of the Interlocal Agreement for the RGV B-Cycle project.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF _____, TEXAS AND
THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL/VALLEY
METRO
REGARDING IMPLEMENTATION OF A REGIONAL BIKESHARE PROGRAM**

This Interlocal Agreement (the “Agreement”) is entered into by and between the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL/VALLEY METRO (“LRGVDC”), a regional council of government and political subdivision of the State and the City of _____, Texas, (“City”), a home rule municipality, regarding the implementation of a regional bikeshare program under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). The City and the LRGVDC are collectively referred to herein as the “Parties” and are each a “Party”.

WITNESSETH:

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

WHEREAS, bikeshare systems have been expanding across the State and serve as an alternative mode of transportation; and,

WHEREAS, the bikeshare systems provide a range of economic, environmental, health and safety, and mobility benefits to communities, including but not limited to: business recruitment and retention, reduced greenhouse gas emissions and improved air quality, reduced single occupant vehicle use through first mile and last mile connections of public transportation, and improved health and wellness; and,

WHEREAS, the LRGVDC and the City have identified capital equipment available for the development, implementation and operation of a bikeshare program which the Parties, including other area municipalities, demonstrate interest in partnering to pursue; and,

WHEREAS, the Parties desire to jointly pursue a regional bikeshare program, whereby the LRGVDC and City will provide support for the program and the LRGVDC will administer such program; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I. Findings

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

II. RESPONSIBILITIES/DUTIES

2.1 LRGVDC will:

- A. Serve as the administrator and project manager of the RGV Bikeshare Program including planning, development, and implementation of a regional program;
- B. Develop and manage a sustainable funding mechanism to support the RGV Bikeshare Program;
- C. Will conduct routine rebalancing and maintenance to the B-Cycle docking stations, bicycles, and kiosks and ensure the systems are in good working order;
- D. Coordinate the purchase, shipment, and installation of the docking stations, kiosks, and bicycles;
- E. Consult with B-Cycle LLC for system and account errors, and other events;
- F. Enter into and manage contracts for the bikes and related software/equipment;
- G. Encourage and promote the RGV Bikeshare Program at outreach and community events;
- H. Work directly with RGV Bikeshare Program partners and monitor, manage, and report all criteria in accord with the requirements of Texas Department of Transportation (TxDOT) and other funders;
- I. Evaluate the success of this project utilizing the performance measures:
 - 1. Total trips;
 - 2. Station Checkout;
 - 3. Total Miles;
 - 4. Station Checkout Time;
 - 5. Average Calories Burned;
 - 6. New Users;
 - 7. Total Member Usage;
 - 8. Fare Revenue; and
 - 9. Rider Feedback
- J. Provide QUARTERLY updates to the Rio Grande Valley Metropolitan Planning Organization and to the LRGVDC Board of Directors;

- K. Determine the following rates for B-Cycle Memberships, which are subject to change as needed to support the RGV Bikeshare Program. Adjustments to the cost of membership will be approved through the LRGVDC Board of Directors.

<u>Cost</u>	<u>Pass Type</u>
\$2	1-Hour Pass
\$6	24-Hour Pass
\$15	Weekly Pass
\$30	Monthly Pass
\$65	Annual Pass

- L. Gather community input by interviewing participants and taking surveys on customer satisfaction, trip origin and destination, customer complaints and personal cost effectiveness (personal vehicles or walking versus bikeshare). The information obtained will be used to study the project's value to the community and make any possible modifications if warranted.

2.2 City will:

- A. Contribute a cash match contribution of XXXX for the initial total cost of a bikeshare station package. This includes the shipping and installation of the bikeshare docking station and kiosk by certified B-Cycle LLC staff, insurance costs, advertisement, and includes the cost of an RGV B-Cycle "Unit" which is described as a docking bikeshare station with kiosk and four bicycles;
- B. Support the sustainability of the RGV Bikeshare Program by contributing an annual cash match based on the funding mechanism to purchase the materials specific to the success of the program;
- C. Complete and certify an environmental assessment or categorical exclusion for the bikeshare station site which adheres to the regulations as determined by the Federal Transit Administration and the Federal Highway Administration and satisfies the requirements of the Texas Department of Transportation;
- D. Will direct the public to contact the LRGVDC Regional Bikeshare Coordinator for troubleshooting basic account issues, bicycle access, refunds, complaints, and general inquiry;
- E. Determine a City staff member who will act as the Point of Contact on behalf of the City in collaborating with the LRGVDC Regional Bikeshare Coordinator;
- F. Will have a voting membership seat within the bikeshare governing advisory committee;
- G. Allow for each bike sharing docking station, kiosk, and bicycles to include the display of advertisements which benefit the overall regional bikeshare program;

- H. Limit competing or outside bikeshare companies to operate within City limits so as not to impede the overall programming of a seamless bikeshare network in the region. Other forms of micro-mobility such as scooters and mopeds should be coordinated with the Regional Bikeshare Coordinator;
- I. Provide support services to the overall RGV B-Cycle program which includes, but is not limited to the promotion of a regional bikeshare program for the Rio Grande Valley region (RGV B-Cycle);
- J. Participate in joint planning between the LRGVDC and RGV B-Cycle Partners for the purposes of:
 - a. Facilitating an increase in access to transit by providing a low-cost option for commuters;
 - b. Provide a low-cost transportation alternative which complements the efforts of the transit providers in the Rio Grande Valley, including Valley Metro;
 - c. Contribute a reduction in vehicle trips and traffic;
 - d. Encourage new bicycle users;
 - e. Emphasize the importance of active living and healthy lifestyles;
 - f. Promote commerce in the Rio Grande Valley region by enhancing access to economic drivers;
- K. Provide routine landscaping for the area surrounding bikeshare docking stations ensuring the visibility of the stations is maintained and area is kept free from trash and debris;
- L. Provide electricity connections and utility support for bikeshare kiosks;
- M. Allow the use of City rights-of-way, bike lanes, and other roadway areas designated for bike use;
- N. In the event a relocation of bikeshare stations is requested, approval must be obtained through the Bikeshare Coordinator to ensure all logistical requirements are met.

III. Binding Effect; Benefiting Parties

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

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

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

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

4.1.1 The services provided for herein are governmental functions, and the LRGVDC and the CITY shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

4.1.2 The relationship of the LRGVDC and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

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

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

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

V. Notices

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

LRGVDC: Manuel Cruz, Executive Director
301 W. Railroad Street
Weslaco, TX 78596

CITY: Benjamin Gomez, Mayor
401 N Sam Houston Blvd
San Benito, TX 78586

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

VI. Severability

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

VII. Entire Agreement

7.1 This Agreement is the entire agreement between the City and the LRGVDC as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

VIII. Governing Law; Venue

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

IX. Term and Termination

9.1 This Agreement shall be for an initial term of two (2) years and will renew upon signed and written agreement by the parties to this agreement with adjustments made to the cash-match contributions as agreed to among the parties, unless terminated as herein provided and subject to any necessary funding being appropriated by the governing bodies of the Parties.

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

X. Current Revenues

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

XI. General Terms

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

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

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

[SIGNATURE PAGE TO FOLLOW]

LRGVDC

By: _____

Date: _____

APPROVED AS TO FORM

Legal Counsel

CITY OF SAN BENITO

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

APPROVED AS TO FORM

City Attorney, City of San Benito

EXHIBIT A

LRGVDC Point of Contact: Juan Macias, Regional Bikeshare Coordinator – RGV B-Cycle
301 W Railroad Ave. / Weslaco, TX 78596
p: 512-417-0097
jmacias@lrgvdc.org

City of San Benito Point of Contact: _____

DRAFT

ITEM #4. F.

ADMINISTRATION

**HIDALGO COUNTY
ACTIVE MOBILITY
PLAN PROJECT**

**Lower Rio Grande Valley Development Council
Board of Directors Meeting**

Wednesday, August 26, 2020

Item #4: Administration

F. Consideration and ACTION to Approve Interlocal Agreement for Hidalgo County Active Mobility Plan Project

The LRGVDC was awarded a grant through the Rio Grande Valley Metropolitan Planning Organization (formerly HCMPO) and through TxDOT through the Transportation Alternatives Program for the Hidalgo County Active Transportation Master Plan – This project will unify all trail and sidewalk systems in Hidalgo County and provide plans for opportunities of connection and highlight tourism destinations using active transportation. Components of active transportation include hiking, biking, horseback riding, kayaking, etc. The engineering and design firm that will be hired by the LRGVDC will be experts in bicycle and pedestrian planning, alternative transportation master plans, and tourism development plans. All cities/towns and public private partnerships in Hidalgo County are invited to be part of this plan and provide feedback as valuable stakeholders to ensure the most comprehensive plan is created.

Staff recommends approval of the Interlocal Agreement for the Hidalgo County Active Mobility Plan project.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF _____, TEXAS AND
THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL/VALLEY
METRO
REGARDING THE DEVELOPMENT AND CREATION OF THE HIDALGO COUNTY
ACTIVE TRANSPORTATION MASTER PLAN**

This Interlocal Agreement (the “Agreement”) is entered into by and between the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL/VALLEY METRO (“LRGVDC”), a regional council of government and political subdivision of the State and the City of _____, Texas, (“City”), a home rule municipality, regarding creation of an active transportation master plan under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). The City and the LRGVDC are collectively referred to herein as the “Parties” and are each a “Party”.

WITNESSETH:

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

WHEREAS, active tourism is a component of economic and community development that combines the activities like walking, biking, paddling, and bird watching which spur growth in tourism and travel while also contributing to a regions quality of life and to highlight the culture, history, and natural resources of a region; and,

WHEREAS, the Rio Grande Valley region is comprised of many tourism destinations and a subtropical climate which allows for active transportation and recreation year-long; and,

WHEREAS, the Lower Rio Grande Valley Development Council was awarded a grant through the Rio Grande Valley Metropolitan Planning Organization and the Texas Department of Transportation to develop a regional active transportation master plan for Hidalgo County with the goal of creating a seamless hike and bike trail network in the Rio Grande Valley; and,

WHEREAS, the Hidalgo County Active Transportation plan will identify opportunities for developing a comprehensive seamless network in Hidalgo County of trails, sidewalks, and infrastructure and includes components for drainage improvements, connections to public transportation, and multimodal options; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I. Findings

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

II. RESPONSIBILITIES/DUTIES

2.1 LRGVDC will:

- A. Serve as the administrator and project manager of the Hidalgo County Active Transportation Plan including planning, development, and implementation of a regional program;
- B. Procure an engineering and design firm to assist in developing the Hidalgo County Active Transportation Plan;
- C. Create a foundation for collaboration which incorporates cities, governmental agencies, and fosters public-private partnerships;
- D. Enter into and manage contracts in relation to the Hidalgo County Active Transportation Plan;
- E. Encourage and promote the Hidalgo County Active Transportation Plan at outreach and community events;
- F. Work directly with Hidalgo County Active Transportation Plan partners and monitor, manage, and report all criteria in accord with the requirements of Texas Department of Transportation (TxDOT) and other funders; and
- G. Provide QUARTERLY updates to the Rio Grande Valley Metropolitan Planning Organization and to the LRGVDC Board of Directors.

2.2 City will:

- A. Contribute a cash contribution as a local match to support the program and ensures the investment into a seamless regional network;
- B. Support the sustainability of the Hidalgo County Active Transportation Plan;
- C. Determine a City staff member who will act as the Point of Contact on behalf of the City in collaborating with the LRGVDC;

- D. Support active transportation initiatives like bikeshare, bicycle pedestrian counters, and public transportation;
- E. Participate in joint planning between the LRGVDC and Hidalgo County Active Transportation Partners for the purposes of:
 - a. Facilitating an increase in access to transit and hike and bike facilities;
 - b. Expanding active tourism and transportation networks to connect beyond Hidalgo County limits;
 - c. Contribute to a reduction in vehicle trips and traffic;
 - d. Emphasize the importance of active living and healthy lifestyles;
 - e. Promote commerce in the Rio Grande Valley region by enhancing access to economic drivers such as through active tourism and active transportation.

III. Binding Effect; Benefiting Parties

- 3.1 This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either Party without first obtaining the written consent of the other Party.
- 3.2 This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

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

- 4.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.
 - 4.1.1 The services provided for herein are governmental functions, and the LRGVDC and the City shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
 - 4.1.2 The relationship of the LRGVDC and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
 - 4.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures', or any other similar such relationship between the Parties.
- 4.2 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the

right to any claim or cause of action, and neither the City nor the LRGVDC shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

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

V. Notices

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

LRGVDC: Manuel Cruz, Executive Director
301 W. Railroad Street
Weslaco, TX 78596

CITY: XXXXX

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

VI. Severability

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

VII. Entire Agreement

7.1 This Agreement is the entire agreement between the City and the LRGVDC as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

VIII. Governing Law; Venue

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

IX. Term and Termination

1.1 This Agreement shall be for an initial term of two (2) years and will renew upon signed and written agreement by the parties to this agreement with adjustments made to the cash-match contributions as agreed to among the parties, unless terminated as herein provided and subject to any necessary funding being appropriated by the governing bodies of the Parties.

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

X. Current Revenues

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

XI. General Terms

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

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

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

[SIGNATURE PAGE TO FOLLOW]

LRGVDC

By: _____

Date: _____

APPROVED AS TO FORM

Legal Counsel

CITY OF XXXX

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

APPROVED AS TO FORM

City Attorney, City of XXXX

EXHIBIT A

LRGVDC Point of Contact: Sarah Dierlam, Executive Analyst

sdierlam@lrgvdc.org

301 W Railroad

Weslaco, TX 79596

City of XXXX Point of Contact: _____

DRAFT

ITEM #4. G.

ADMINISTRATION

**EXECUTIVE
DIRECTOR
REPORT**

ITEM #4. G. 1.

New Staff Members



Claudia Olmedo

Was promoted within **Valley Metro** to **Administrative Assistant III** on April 20.



Armando Perez

Was promoted from Valley Metro to **Business Operations** in Administration on May 4.



Yesenia Vallejo

Was hired on May 4 as an **Accountant I** in the **Finance Department**.



Bertha De La Garza

Was assigned to Area Agency on Aging as a Temp in July 2019 and hired full time as a **Case Manager I** with the Area Agency on Aging on May 4.



Ivonne Desiga

Was hired May 4 as an **Ombudsman I** with the **Area Agency on Aging**.



Derek Katznelson

Was hired May 18 as a **Program Specialist** in **Community & Economic Development**.



Gabriel Navarro

Was hired June 15 as a **Contract Tech II** for the **Area Agency on Aging**.



Sergio Granado

Was hired July 27 as a **Vehicle Driver II** for the **Valley Metro**.



Hector Chapa

Was promoted to Assistant Director of
Public Safety- Emergency
Communications / 9-1-1 on August 10.

ITEM #4. G. 2.

CENSUS 2020

ITEM #5. A.

**COMMUNITY
&
ECONOMIC
DEVELOPMENT**

**Lower Rio Grande Valley Development Council
Board of Directors Meeting**

August 26, 2020

Item #5: Department Reports

A. Community & Economic Development

Program Action Item

1. Consideration and **ACTION** to Approve Acceptance of Texas Water Development Board (TWDB) Funding in the Amount of \$100,044.00 and Contingent upon TWDB Approval, Execute Subcontract with Research, Applied Technology, Education, and Services (RATES) to Conduct Freshwater Flow Monitoring and Reporting

In December 2019, under the direction of the Regional Water Resource Advisory Committee (RWRAC), the LRGVDC submitted an application for funding to the TWDB to conduct Real-time Hydrologic Fresh Water Monitoring in the IBWC Floodway, Hidalgo & Willacy Drains and Raymondville Drain. In early 2020, the LRGVDC received notice of the award and most recently submitted the Interagency Cooperation Contract to the TWDB, as well as the statement of work for the project for review and approval.

As recommended by the RWRAC and contingent upon approval by the TWDB, the LRGVDC will execute a subcontract with RATES to complete the statement of work.

The LRGVDC recommends approval for the Authorized Official to execute the necessary documents with TWDB and RATES.

**Lower Rio Grande Valley Development Council
Board of Directors Meeting**

August 26, 2020

Item #5: Department Reports

A. Community & Economic Development

Program Action Item

2. Consideration and **ACTION** to Approve Nominee to Solid Waste Advisory Committee (SWAC)

The SWAC unanimously recommends Mr. David Avila with RDA Technologies to fill the vacancy in the Private Sector category on the SWAC.

3. Consideration and **ACTION** to Approve Solid Waste Advisory Committee's (SWAC) Recommendation to Redistribute TCEQ Solid Waste Funds Allocated for Tire Study

The LRGVDC did not receive any responses to the Request for Qualifications to do a Tire Study. Therefore, the SWAC recommends redistributing the \$40,000 budgeted for this Tire Study to fund the 2021 Road to Recycling program events, and to hire one or more interns to research and gather data to update the Regional Solid Waste Management Plan.

Lower Rio Grande Valley Development Council Board of Directors Meeting

August 26, 2020

Item #5: Department Reports

A. Community & Economic Development

Program Status Reports

- Economic Development Administration

The LRGV Economic Development District is currently providing grant administration services for the Public Works and Economic Adjustment Assistance Opportunity for the following projects: Town of Laguna Vista, Brownsville Community Improvement Corporation (BCIC), and City of Weslaco. The projects are in different phases; these projects continue to move forward to finalize project designs, construction, and project close-outs.

Economic Development Administration (EDA) funding opportunities can be found under the LRGVDC Community & Economic Development web page, <http://www.lrgvdc.org/business.html>.

- Regional Small Cities Coalition

The Regional Small Cities Coalition (RSCC) held a meeting on August 13, 2020 at 11:30 a.m. via GoToMeeting.

Chief Judy Lucio and her team from Texas Division of Emergency Management (TEDM) gave an update on CARES Act Relief Funds that included eligibility and how to apply. Should you have any questions regarding these funds and the application process, Judy Lucio and Nancy Cuellar can be reached via email at the following addresses: Judy.Lucio@tdem.texas.gov; Nancy.Cuellar@tdem.texas.gov.

The next RSCC meeting is scheduled for Thursday, November 12, at 11:30 a.m. via GoToMeeting.

- Explore RGV

The Regional Tourism & Travel Advisory Committee (RTTAC) held a meeting on August 11, 2020 at 10:00 a.m. via GoToMeeting. Staff provided updates regarding the Explore RGV website and marketing strategies for the RGV. Partners cities will be able to promote their city, county and regional events through the Explore RGV Regional Events Calendar. The committee is working to establish effective marketing for our region through the Explore RGV website.

The next meeting has been scheduled for November 10, 2020 at 10:00 a.m. via GoToMeeting.

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

- Community & Economic Development Assistance Fund

Staff created a “Fair Housing” webpage to provide information and resources on the Fair Housing Act. This Act protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities. Anyone who feels they have been discriminated against may file a housing discrimination complaint. Visit our webpage to file a complaint to Housing Urban Development (HUD) via mail, online, or by phone at <http://www.lrgvdc.org/fairhousing.html>

The Texas Department of Agriculture (TDA) held the TxCDBG Unified Scoring Criteria virtual meeting July 9, 2020. Mayor Pro-Tem Rick Salinas from Lyford is the representing Unified Scoring Committee member, and he attended on behalf of the Region. The TxCDBG funding is a key federal source of funding that provides direct grant assistance to rural areas for public infrastructure improvements, disaster relief, housing and economic development. During this meeting TDA provided training for the scoring factors and shortly after committee members discussed, established and adopted point values assigned to each scoring factor that would be used to evaluate applicants for funding under the Community Development Fund. The adopted Scoring Criteria can be found here, [Adopted 2020-2021 CD Unified Scoring Criteria](#).

- Solid Waste Management Program

The Solid Waste Advisory Committee (SWAC) held a meeting on August 11, 2020 at 1:30 p.m. via GoToMeeting. Staff was pleased to provide an update on another successful Road to Recycling Tire Collection event and the start of two new project contracts.

The Road to Recycling was established in 2017, the latest event held on Saturday, June 6, 2020 is our eighth tire collection. With the help of our Region’s Stakeholders participation we had a total of 44 collection sites and 29 participating entities. An estimated 20,000 tires were collected and removed from our roads and drains and have been disposed of properly. Additionally, the approved applicant contracts for City of Alamo and City of Penitas projects will commence on September 2020 – July 2021.

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

The next SWAC meeting is scheduled for November 17, 2020 at 10:00 am via GoToMeeting.

- **Water Quality Program**

Staff continues to provide education and outreach to cities/communities on water quality issues by adapting to COVID-19 social distancing guidelines. LRGVDC's social media page has expanded to provide Hurricane Hanna related information on mosquitos, debris removal, and American Red Cross Assistance.

- **Regional Water Resource Advisory Committee**

The Regional Water Resource Advisory Committee (RWRAC) held a virtual meeting Wednesday, August 12, 2020 at 2:00 pm via GoToMeeting.

Discussion and advice were received on revisiting the 2012 Lower Rio Grande Valley Regional Economic Adjustment Plan to investigate the process of updating the region's GIS maps and compiling regional Capital Improvement Projects. The RWRAC will follow up on this topic at their September 9, 2020 meeting.

Dr. Chris Fuller presented a white paper on the current status of the Clean River Program (CRP) boundaries for the LRGV. RWRAC recommends the creation of an exploratory committee to investigate the process for the Rio Grande Regional Water Authority to be appointed as a CRP sponsor, with the LRGVDC as the administrative agent.

The next virtual meeting for the RWRAC is scheduled for September 9, 2020 at 2:00 pm via GoToMeeting.

- **Rio Grande Regional Water Planning Group (Region M)**

The Region M Group is wrapping up the 5th Round of Regional Water Planning. In the next few months, the Group will be making final revisions to the 2021 Initially Prepare (DRAFT) Plan. A special meeting focusing on Water Management Strategies is scheduled for September 16 at 10:00 am via GoToMeeting, and the next regular business meeting is scheduled for October 7, also at 10:00 am via GoToMeeting. Adoption of the final 2021 Rio Grande Regional Water Plan will be on the October 7 agenda, and the deadline to submit the Plan to the Texas Water Development Board has been moved from October 14 to November 5, 2020.

Region M meetings are open to the public, if you would like to receive their meeting notices, please contact Debby Morales, LRGVDC Executive Assistant at dmorales@lrgvdc.org.

For more information on Region M, we invite you to visit their website at www.riograndewaterplan.org.

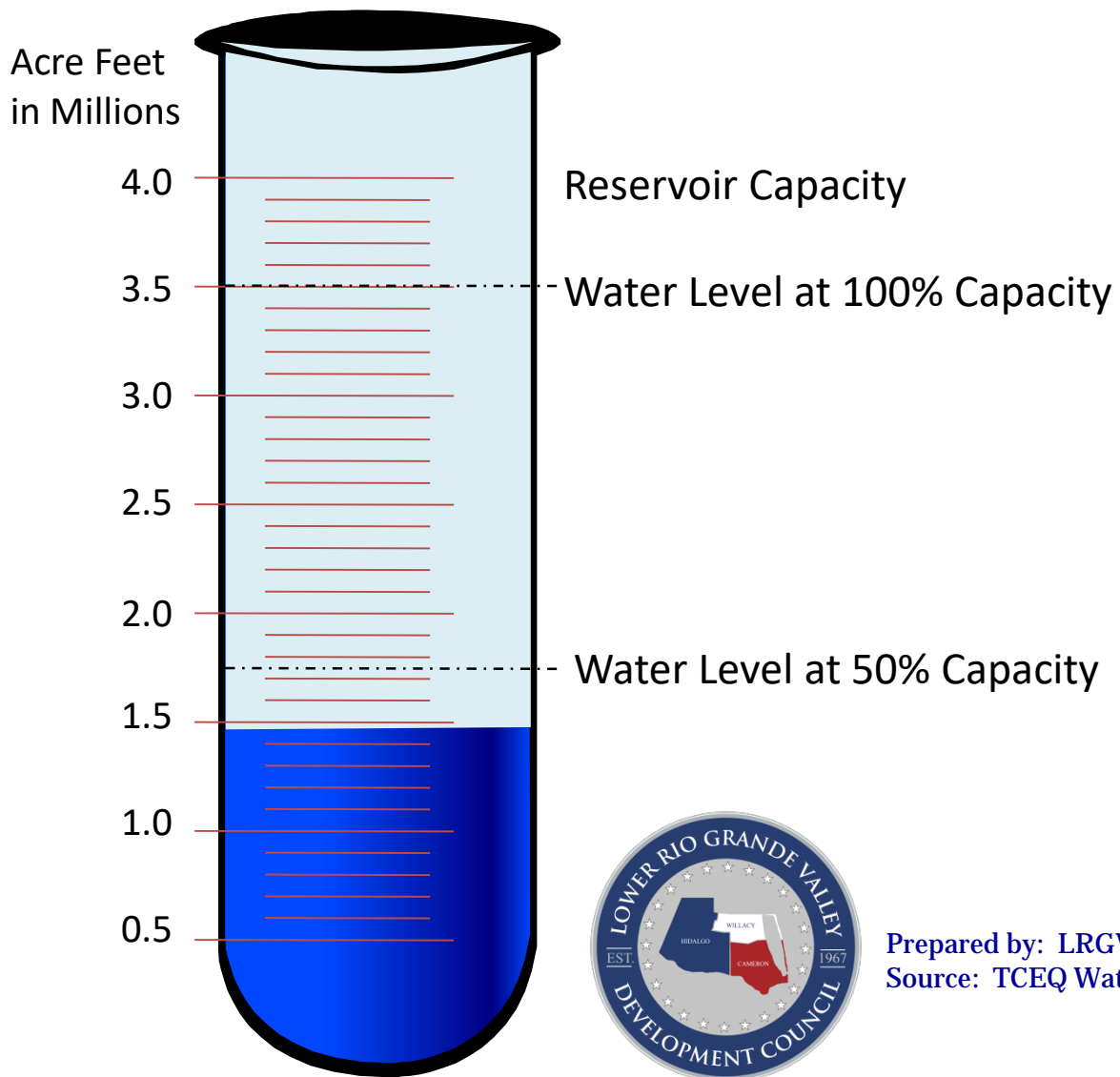
- **Reservoir Levels**

On August 15, 2020, the U.S. combined ownership at Amistad/Falcon stood at 43.02% of normal conservation capacity, impounding 1,459,278 acre-feet, down from 56.17% (1,905,005 AF) of normal conservation a year ago. Overall the system is holding 28.24% of normal conservation capacity, impounding 1,672,495 acre-feet with Amistad at 34.43% of conservation capacity, impounding 1,127,698 acre-feet and Falcon at 20.58% of conservation capacity, impounding 544,797 acre-feet. Mexico has 8.43% of normal conservation capacity, impounding 213,217 acre-feet at Amistad/Falcon.

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

8/15/2020, 43.02% of Capacity or 1,459,278 AF

Down from 1,905,005 AF of Normal Conservation a year ago



Prepared by: LRGVDC
Source: TCEQ Watermaster

**NOTE: Mexico Ownership/Reservoir Capacity for
August 15, 2020: 8.43% (213,217) A.F.**

ITEM #5. B.

**HEALTH
&
HUMAN SERVICES**

Lower Rio Grande Valley Development Council Board of Directors Meeting

Wednesday, August 26, 2020

Item #5: Department Reports

B. Health & Human Services

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

- **Additional Food Bags Distributed in All Three Counties**

The Area Agency on Aging (AAoA) received a \$12,500 contribution from Superior HealthPlan to provide food assistance to seniors in the Lower Rio Grande Valley. The Rio Grande Valley Foodbank was contacted again for the acquisition of 3,125 food bags. Each bag weighs 20 pounds and provides 17 meals for a family of four. This is in addition to the 2,500 bags that were previously distributed; this service is much needed for our senior citizens.

- **Special Initiatives**

The Texas Health and Human Services Commission has approved the request for the Los Fresnos and WellMed Senior Centers to provide packages for seniors that are sheltering at home. The packages will contain PPE, cleaning supplies, and groceries. Los Fresnos is coordinating with home health agencies to identify the seniors in need of such assistance.

The AAoA received 5,000 cotton face coverings (1,000 packages of 5) from the Health and Human Services Commission and senior centers distributed the face coverings along with the meal distribution.

The AAoA is purchasing face coverings, gloves, hand sanitizers, and oral care products to include in health kits for seniors sheltering in place.

- **Quality Assurance Survey**

Staff is completing a quality assurance survey on the meals program. The survey consists of mail-in and telephonic questions. The report will be available for review by the Board at the September Board of Directors meeting.

- **Telephone Reassurance Program**

A new service has been initiated to address the issue of senior citizen's feelings of isolation due to the need to shelter at home to prevent the spread of COVID-19. The Telephone Reassurance Program provides telephonic contacts to seniors who have been identified as being in need of contact. The AAoA and the Aging and Disability Resource Center are providing staff support for this program. Referrals are being accepted from all partners and sources.

ITEM #5. C.

PUBLIC SAFETY

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 26, 2020

Item #5: Department Reports

C. Public Safety

Emergency Communications Action ItemManuel Cruz
Executive Director

1. Consideration and **ACTION** to Approve Contract Extension to Next Generation 9-1-1 for Enterprise Geospatial Database Management System (EGDMS) Managed Service Project

As part of the Emergency Communications 9-1-1 FY20-21 Strategic Plan and as required by the Commission of State Emergency Communications (CSEC), our funding agency, the Next Gen 9-1-1 EGDMS managed service project will continue not only to improve the GIS data for 9-1-1 services but also to improve the current wireless 9-1-1 call mapping to provide accurate addresses.

The vendor was selected by (CSEC) under Statement of Work (SOW) No. 477.8.00127 as authorized by and subject to the terms and conditions of the contract with the Department of Information Resources (DIR) Contract number DIR-TSO-3441. This is a CSEC and legislatively approved budget line item. GEO-Comm Inc. is the vendor and the cost will be \$116,887.42

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 26, 2020

Item #5: Department Reports

C. Public Safety

Emergency Communications Action ItemManuel Cruz
Executive Director

2. Consideration and **ACTION** to Approve Purchase of Server Networking Equipment and Accessories for Emergency Communications/9-1-1 Division

In accordance with the Emergency Communications/9-1-1 FY2020/21 Strategic Plan and 10-year equipment replacement cycle, the new system and accessories will be replacing the current outdated systems. The estimated cost for a turn-key project is \$256,393.40. Our current equipment has met its ideal life expectancy. This new server networking system is a critical component of our day-to day-operations and the up-to-date hyper-convergence technology will allow us to operate more efficiently and will allow for future expansion.

This is a Commission on State Emergency Communications approved budget item and the recommended purchase of this equipment will be made through Texas DIR #TS03763 with TranChes Global Management, Inc.

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 26, 2020

Item #5: Department Reports

C. Public Safety

Emergency Communications Action ItemManuel Cruz
Executive Director

3. Consideration and **ACTION** to Approve Purchase of 9-1-1 Recording Equipment for Public Safety Answering Points (PSAPs) in Hidalgo & Willacy Counties

In accordance with the Emergency Communications/9-1-1 FY2020/21 Strategic Plan and 10-year equipment replacement cycle, the 9-1-1 recording equipment must be replaced. The total cost will be \$196,922.00 and the new equipment will replace the current equipment that has met its life expectancy and will be used to record 911 emergency calls and text messages at all PSAPs. The new regional design proves to be much more cost-effective as compared to the current traditional systems at each PSAP.

This is a Commission on State Emergency Communications approved budget item and the recommended purchase of this equipment will be made through HGAC Contract #RP07-20 with Vista Com as the vendor.

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 26, 2020

Item #5: Department Reports

C. Public Safety

Homeland Security Program Action Item Manuel Cruz
Executive Director

4. Consideration and **ACTION** to Approve Resolution for FY2020-22 COG-21
Interoperable Communications Infrastructure Regional Project Grant

The LRGVDC's Homeland Security program applied for this grant and is slated to receive \$1.1 million in funding. The grant will be used to purchase repeaters, and infrastructure hardware/software. The equipment will fill regional gaps in operable/interoperable communications identified in the LRGVDC's Regional Interoperable Communications Plan (RICP) which includes creating interconnectivity between bordering counties' radio communication systems; and adding repeater capacity to radio sites.



LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

RESOLUTION : COG-21 INTEROPRABLE COMMUNICATIONS INFRASTRUCTURE REGIONAL PROJECT

WHEREAS, the LRGVDC Board of Directors finds it in the best interest of the local governments of the LRGVDC Region that the *COG-21 Interoperable Communications Infrastructure Regional Project* be operated for 09/01/2020 – 8/31/22; and,

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

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

NOW THEREFORE, BE IT RESOLVED that the LRGVDC Board of Directors approves submission of the grant application for the *COG-21 Interoperable Communications Infrastructure Regional Project*.

Passed and approved this 26th day of August 2020.

Signed by:

The Honorable James E. Darling, LRGVDC President

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 26, 2020

Item #5: Department Reports

C. Public Safety

Regional Police Academy Program Action Item Manuel Cruz
Executive Director

5. Consideration and **ACTION** to Approve Entering into Interlocal Agreements with the City of Weslaco

The RPA requests approval to enter into an Interlocal Agreement with the City of Weslaco. This agreement is for the use of the Weslaco Police Department Firing Range and will allow the RPA to utilize the facility for academy training purposes. The Interlocal Agreement is attached for review.

Staff recommends approval to proceed with execution of the interlocal cooperation agreement with the City of Weslaco.

STATE OF TEXAS

COUNTY OF HIDALGO

**INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN
THE CITY OF WESLACO, TEXAS BY AND THROUGH
THE WESLACO POLICE DEPARTMENT
AND LOWER RIO GRANDE VALLEY REGIONAL POLICE ACADEMY FOR SHOOTING
RANGE USE/TRAINING**

This Agreement is entered into, by and between the CITY OF WESLACO, TEXAS (CITY) by and the WESLACO POLICE DEPARTMENT (POLICE DEPARTMENT) and the Lower Rio Grande Valley Regional Police Academy, hereinafter referred to as POLICE ACADEMY, pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code as follows:

WHEREAS, the Act, provides that any one or more local government entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and,

WHEREAS, the CITY, for the purpose of performing functions of law enforcement through its POLICE DEPARTMENT, has a shooting range/training facility (RANGE); and,

WHEREAS, the POLICE ACADEMY has a need for the use of the RANGE which will be utilized in the service of crime prevention and for law enforcement purposes, such as training; and,

WHEREAS, the POLICE DEPARTMENT and the POLICE ACADEMY are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and,

WHEREAS, the POLICE DEPARTMENT and the POLICE ACADEMY have heretofore entered into this Agreement providing for the facility sharing and use of the RANGE to the POLICE ACADEMY for law enforcement purposes; and

NOW, THEREFORE to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the POLICE DEPARTMENT and the POLICE ACADEMY hereby agree as follows:

1. **FACILITY SHARING:** the POLICE DEPARTMENT will share and allow use of its RANGE to the POLICE ACADEMY for use in training related to law enforcement purposes under the following terms and conditions outlined below.

2. **IN CONSIDERATION OF THE FACILITY SHARING:** the POLICE ACADEMY further agrees to the following:
- a. The POLICE ACADEMY shall schedule use of the RANGE at a mutually agreeable time and date.
 - b. The POLICE ACADEMY shall abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".
 - c. The POLICE ACADEMY ACCEPTS the RANGE facility in "as is" condition and acknowledges that the CITY and POLICE DEPARTMENT make no warranty in any manner as to the fitness of the facility for any specific purpose.
 - d. The RANGE is the property of the CITY and the POLICE DEPARTMENT and the use of said RANGE is subject to the policies, rules and procedures established by the POLICE DEPARTMENT.
 - e. The POLICE ACADEMY shall use the RANGE solely in the service of crime prevention and for law enforcement purposes, such as training.
 - f. To the extent permitted under the Constitution and the laws of the State of Texas, the POLICE ACADEMY shall be solely responsible for any injuries or damages to persons or property when the RANGE is used by its employees.
 - g. The POLICE ACADEMY shall provide executed Waiver Agreements for Law Enforcement (attached as Exhibit "B") to the WESLACO POLICE DEPARTMENT prior to any scheduled use of the RANGE.
3. **INDEMNITY:** TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE POLICE ACADEMY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HERBY RELEASE, RELINQUISH, AND DISCHARGE THE CITY OF WESLACO, WESLACO POLICE DEPARTMENT, THEIR PREDECESSORS, ASSIGNS LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS, AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE RANGE(identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAMGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE RANGE PROVIDED FOR UNDER THIS AGREEMENT.
4. **LAW GOVERNING VENUE:** This Agreement will be governed by and construed in accordance with the laws of the State of Texas and, the obligations and undertakings of each of the parties to this Agreement will be performable in the City of Weslaco, Hidalgo County Texas.

THE POLICE DEPARTMENT WILL RECEIVE NO COMPENSATION FROM THE POLICE ACADEMY FOR ANY FACILITY SHARING PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE

DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) CALENDAR DAYS WRITTEN NOTICE OF INTENT TO TERMINATE.

EXECUTED IN DUPLICATE COPIES EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

CITY OF WESLACO

By: _____

Mike Perez, City Manager

Date

WESLACO POLICE DEPARTMENT

By: _____

Joel Rivera, Chief of Police

Date

Attest:

By: _____

Norma A. Cantu, City Secretary

Date

Lower Rio Grande Valley Development Council

By: _____

Date

APPROVED AS TO FORM

By: _____

EXHIBIT “A”



WESLACO POLICE DEPARTMENT
RANGE RULES

1. A RANGE MASTER MUST BE PRESENT AT ALL TIMES
2. FOLLOW YOUR DEPARTMENTS CODE OF CONDUCT. (NO HORSEPLAY)
3. NO ALCOHOLIC BEVERAGES ALLOWED.
4. NO TOBACCO PRODUCTS ON THE FIRING LINE.
5. NO ONE IS ALLOWED ON RANGE TAKING ANY SUBSTANCE THAT COULD IMPAIR THE ABILITY TO CORRECTLY RESPOND TO AUDIBLE OR VISUAL COMMAND. THIS INCLUDES, BUT IS NOT LIMITED TO, ALCOHOL OR ANY PRESCRIBED OR OVER THE COUNTER MEDICATIONS.
6. DAMAGES OR UNSAFE CONDITIONS SHALL BE REPORTED TO THE WESLACO POLICE DEPARTMENT TRAINING DIVISION IMMEDIATELY. (OR AS SOON AS PRACTIBLE)
7. RANGE MUST BE CLEANED OF DEBRIS, TRASH, AND BRASS CASING. (USE APPROPRIATE BINS).
8. RANGE MASTER IS RESPONSIBLE FOR ENSURING THAT ALL SHOOTERS CONTAIN THEIR SHOTS INSIDE THE RANGE. STRAY ROUNDS SHOULD NOT BE PERMITTED TO LEAVE THE RANGE. ENSURE PROPER TARGET ACQUISITION AND MARKSMANSHIP IS ADHERED TO.
9. RANGE MASTER SHALL ENSURE THAT ALL SHOOTERS/OBSERVERS FOLLOW THE 4 CARDINAL RULES OF WEAPONS HANDLING AT ALL TIME. 1) TREAT ALL GUNS AS IF THEY ARE LOADED. 2) KEEP MUZZLE POINTED IN A SAFE DIRECTION. 3) KEEP YOUR FINGER OFF THE TRIGGER UNTIL READY TO FIRE. 4) KNOW YOUR TARGET AND WHAT IS BEYOND IT.
10. NO ONE SHOULD BE ON THE FIRING LINE EXCEPT THOSE FIRING.
11. THE RANGE SHALL ONLY BE USED BY AGENCY/LAW ENFORCEMENT/MILITARY PERSONNEL AND MAY NOT BE USED FOR PERSONAL PROFIT.
12. NO CIVILIAN PERSONNEL SHALL BE ALLOWED ON THE RANGE UNLESS APPROVED BY WESLACO PD TRAINING DEPARTMENT.
13. NO SHOOTING WILL BE CONDUCTED FROM AN ELEVATED POSITION.
14. TARGETS MAY ONLY BE PLACED AT THE DESIGNATED TARGET AREA. THEY MAY NOT BE PLACED ON THE BERM OR NEAR THE SHOOTING LINE. (CONCRETE)
15. NO CALIBER WEAPONS ABOVE A (.223/556).
16. THESE RULES APPLY TO ALL PERSONNEL REGARDLESS OF RANK OR AGENCY.

WESLACO POLICE DEPARTMENT TRAINING

Sergeant Brooks Ditto
(956)968-8591 ext. 2007
bditto@weslacotx.gov

Lieutenant Armando Espinoza Jr.
(956)968-8591 EXT. 2009
aespinoza@weslacotx.gov

EXHIBIT “B”

WAIVER AGREEMENT

FOR USE OF THE WESLACO POLICE DEPARTMENT SHOOTING RANGE BY LAW ENFORCEMENT

Agency: _____

Instructor (s)/ Range Master(s): _____

Weapon Calibers (list all): _____

I _____ DO HEREBY CERTIFY THAT I AM OVER THE AGE OF EIGHTEEN (18) AND MAY CONSENT TO THIS AGREEMENT AND WAIVE, HOLD HARMLESS, AND INDEMNIFY THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS AND ITS EMPLOYEES AND ELECTED OFFICIALS FOR TH FOLLOWING.

- THE USE OF THE WESLACO POLICE DEPARTMENT SHOOTING RANGE AS OPERATED BY THE WESLACO POLICE DEPARTMENT.

I AM FULLY AWARE OF ANY AND ALL RISKS ASSOCIATED WITH THE ABOVE-MENTIONED UNDERTAKING AND FULLY AND EQUIVICALLY ASSUME THESE RISKS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- INJURY AND/OR DEATH TO PERSON
- INJURY AND/OR DAMAGE TO REAL AND OR PERSONAL PROPERTY.

FURTHMORE I FULLY UNDERSTAND AND AGREE THAT I WILL USE THE SHOOTIONG RANGE IN "AS IS" CONDITION AND THAT THE CITY OF WESLACO EXPRESSLY WANES ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

INDEMNIFICATION:

I HEREBY VOLUNTARILY RELEASE, DISCHARGE, WAIVE, AND RELINQUISH ANY AND ALL ACTION OR CAUSES OF ACTION FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OCCURRING TO ME AS A RESULT OF MY USE OF THE WESLACO POLICE DEPARTMENT SHOOTING RANGE. I HEREBY RELEASE , WAIVE, DISCHARGE, AND RELINQUISH ANY ACTIONS OR CAUSES OF ACTIONS AFOREMENTIONED , WHICH MAY HEREAFTER ARISE FOR ME AS MY ESTATE, AND AGREE THAT UNDER NO CIRCUMSTANCES WILL I PROSECUTE OR PRESENT ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AGAINST THE CITY OF WESLACO OR ANY OF ITS AGENTS AND EMPLOYEES FOR ANY SAID CAUSE OF ACTION, WHETHER THE SAME SHALL ARISE BY NEGLIGENCE OF ANY SAID PERSONS, OR OTHERWISE. IT IS MY INTENT BY SIGNING THIS WAIVER AGREEMENT TO EXEMPT AND RELEASE, INDEMNITY AND HOLD HARMLESS THE CITY OF WESLACO AND ANY OF ITS EMPLOYEES, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES AND AGENTS FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH.

MY SIGNATURE ON THIS FORM CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE
TO THIS WAIVER AGREEMENT AND TO VERIFY MY STATUS AS A LAW ENFORCEMENT OFFICER.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Agency: _____

Address/Location: _____

Witness/Weslaco Police Department Representative

Signature: _____ Date: _____

Print Name: _____

Lower Rio Grande Valley Development Council Board of Directors Meeting

Wednesday, August 26, 2020

Item #5: Department Reports

C. Public Safety

Emergency Communications/9-1-1 Status Report

- **Location Validation Program**
LV staff continues working routinely issuing 9-1-1 physical addresses and addressing new subdivisions for Hidalgo and Willacy Counties.
- **Database Program**
Database staff continue validating addresses and updating the 9-1-1 database via its new Geodatabase application. In July and August staff updated over 170 streets in the 911Net and over 500 address request calls were received which resulted in 523 address tickets for 9-1-1 physical addresses. The implementation of our web site for customers to download their physical address to their electronic device has been a big success. This method was implemented due to social distancing mandates during the COVID-19 pandemic.
- **Mapping Program**
Mapping GIS team continues its daily work mapping all the daily address tickets while maintaining data quality. The GIS team has finished with the Geo MSAG conversion and will continue with its maintenance. The mapping team will begin a more robust training plan to prepare for higher GIS needs within the organization. They have completed our foundation training, and ArcGIS Pro foundational training, as well as our Mapping, visualization, and Data Collection training plans. Beginning August 14, we began cross-training three other ECOMMs staff members in ArcGIS.
- **System and Public Safety Answering Point (PSAP) Operations**
The Systems team completed the 4th quarter PSAP audit with no findings and have reported the quarterly calls report to CSEC. Additionally, staff continues delivering COVID-19 information and technical assistance in collaboration with GIS staff. The Systems team is preparing to receive and install new 9-1-1 recorders, provide training to the agencies that will use them, and archive data from the previous recording system. The team is also preparing to migrate to the new hyperconvergence technology servers for day to day operations.

The Systems team presented an action item at the Regional Emergency Communications Advisory Committee (ECAC) regarding “abandoned call procedure”. An abandoned call is one where the caller hangs up, for a variety of reasons, before the operator can answer. The ECAC approved the use of the recommendations from Western State Communications.

During Hurricane Hanna and its devastating aftermath, the LRGVDC Systems team supported the region by ensuring that first responders were able to respond to emergency calls, coordinate resources and send boots on the ground to where they were needed.

- **Public Education /Training Program**

Pub Ed staff continue to reach out through the LRGVDC Facebook page to educate residents on ECOMMS/9-1-1 and COVID-19. National Public Safety Telecommunicators Appreciation Week was on April 12-18 but due to social distancing mandates, distribution was placed on hold until mid-July. As we have done in previous years, special items were delivered to our PSAP first responders in appreciation and recognition of their hard work. Staff carefully followed social distancing protocols when they were able to make delivery to the PSAPs.

Public Education staff collaborated with Systems staff in a continued effort to revamp ECOMMS/9-1-1 website to make it more user friendly. And staff continues reaching out to communities through social media to educate residents on ECOMMS/9-1-1 and COVID-19.



**Lower Rio Grande Valley Development Council
Board of Directors Meeting**

Wednesday, August 26, 2020

Item #5: Department Reports

C. Public Safety

Homeland Security Program

Staff attended the Texas COG THIRA/SPR/IP Development Workshop on July 9 via teleconference; the event was hosted by the Texas Office of Homeland Security.

Staff attended the 2021 DHS Special Events Data Call Webinar on July 17; the event was hosted by the Department of Homeland Security's Special Events Program.

Staff is currently collecting special events scheduled in the region for December 1, 2020 – November 30, 2021 as part of the 2020 Special Events Data Collection; special events are part of the region's risk profiles and play a part in the COG's regional allocation.

**Lower Rio Grande Valley Development Council
Board of Directors Meeting**

Wednesday, August 26, 2020

Item #5: Department Reports

C. Public Safety

Regional Police Academy Status Report

- The Regional Police Academy (RPA) has resumed in-person instruction. Both academy classes are in session and classes are currently being held at the old Weslaco City Hall at 255 S. Kansas. The anticipated completion date of both the day and night academy is now October 2020.
- The RPA has applied for renewal of the TCOLE Law Enforcement Academy Provider Contract. The current contract expires March 31, 2021. Once approved the new contract will be valid through March 31, 2026.

ITEM #5. D.

TRANSPORTATION

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 26, 2020

Item #5: Department Reports

D. Transportation

Valley Metro Action Item Tom Logan, Director

1. Consideration and **ACTION** to Approve Valley Metro/Hidalgo County MOU

Staff requests Board approval to enter into an MOU with Hidalgo County Precinct 4 for the construction and installation of a bus stop at the HEC Clinic in San Carlos. In accordance with the need for bus stop improvement to serve the patrons of the clinic, a cooperative effort was agreed upon involving UTRGV, Hidalgo County Precinct 4 and LRGVDC/Valley Metro. Valley Metro will provide the shelter, Hidalgo County Precinct 4 will provide A&E and the hiring of a contractor, and UTRGV will supervise operation of the clinic.

Staff recommends board approval for LRGVDC Authorized Official to execute related documents.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOWER GRANDE VALLEY DEVELOPMENT COUNCIL AND THE
COUNTY OF HIDALGO**

This Memorandum of Understanding (“MOU”) is entered into on the effective date by and between the Agreement Parties shown below.

AGREEMENT PARTIES:

The County of Hidalgo, Texas (“County”), a “local government” and a political subdivision of the State of Texas provides various services for the community of Hidalgo County, Texas

Lower Rio Grande Valley Development Council (“LRGVDC”), a voluntary association of local government of the State of Texas organized under Chapter 391 of the Loc. Gov’t. Code (formerly TRCS sec. 1011m). LRGVDC Valley Metro Transit Center currently operates a bus route, identified as Route 12, that passes through the community of San Carlos in Hidalgo County, Texas, on State Highway 107, and provides transportation between urbanized areas.

PURPOSE: The Parties have identified a need for a bus stop and bus passenger shelter on Route 12 in the San Carlos Community to serve the constituent’s of the County. (“bus shelter”). The purpose of this MOU is to stipulate the rights and responsibilities for each agreement party regarding the installation and maintenance of a bus passenger shelter on property owned by the County, however, the property abuts in the Right of Way of a Texas Department of Public Transportation (TxDOT) State Highway. This bus shelter will be used by passengers on the Valley Metro bus system operated by the LRGVDC. Both parties agree that the installation of this bus shelter will serve a public purpose and be beneficial by encouraging an increase in ridership of the bus system and improving mobility for passengers in the entire County in order to access social services, healthcare facilities, education services and private businesses.

RIGHTS AND RESPONSIBILITIES:

Each agreement party will have the following rights and responsibilities under this MOU.

1. The County is responsible for approving the bus stop location along Valley Metro Route #12 within the area of the San Carlos Community where the bus shelter will be placed. The County designates the following County of Hidalgo property as the bus stop location for the bus shelter: at 8633 E. State Highway 107, San Carlos, Texas 78542 (Lot 27 Block 9 San Carlos Map-Corner of State Highway 107 and 86th Street in San Carlos, Texas).
2. The County will secure any and all permits and clearance for placement of the bus shelter on TxDOT’s right of way, including entering into applicable agreements with TxDOT as needed.

3. The LRGVDC is responsible for providing, at LRGVDC's sole expense, a bus stop passenger shelter for placement at the designated bus stop on the foundation described below. The LRGVDC shall provide the recommended design and dimension specifications of the bus shelter to the County for approval prior to the County executing its obligations under this agreement. The County shall be responsible for the pick-up, delivery and assembly and installation of the bus shelter to the designated bus stop location.
4. The County is responsible for the construction of the bus shelter foundation and the installation of the bus shelter. This bus shelter will be placed on a cement pad approximately seven (7) feet by twelve (12) feet in the area. The width will be approximately six (6) inches. The bus shelter will stand approximately ten (10) feet tall. The County will follow all necessary guidelines, as needed, with the survey, metes and bounds.
5. The design and construction of the bus shelter and the bus shelter foundation will be of standard type and in compliance with applicable law, including, but not limited to the American's with Disabilities Act (ADA) guidelines.
3. The County will be responsible for maintaining the bus shelter in a clean, safe, and usable condition. The determination of "clean, safe, and usable" will be determined by the LRGVDC, following state and Federal guidelines.
4. The County will, within seven (7) calendar days of becoming aware, contact the LRGVDC if there is any visible damage, safety hazard or security concern of any kind to or at the bus shelter. The County will not in any way attempt to refurbish the bus shelter, remove or manipulate any informational posters, flyers, or other material from the bus shelter, or place anything on the bus shelter without prior written permission from the LRGVDC. The LRGVDC is responsible for placing any informational posters, flyers, or other material on the bus shelter as required by law.
5. The bus shelter may be moved at the end of its useful life or at another time through mutual agreement of the parties.
6. The County agrees to maintain sufficient insurance coverage on the bus shelter for any loss, damage, or legal claims at the statutorily required limits, pursuant to the Texas Tort Claims Act.
7. Ownership of the bus shelter will remain entirely with the LRGVDC and the Federal Transit Administration for a period of seven (7) years from the date of the execution of this agreement. Ownership of the bus shelter will transfer to the County at the expiration of this period.

TERM:

The term of this MOU begins on the effective date and will continue indefinitely. This agreement may be amended or terminated upon mutual agreement of both parties.

TERMINATION:

In the event of a material failure by an Agreement Party to perform its duties and obligation in accordance with the terms of this MOU the other party may terminate this Agreement upon thirty (30) days advance written notice of termination setting forth the nature of the material failure; provided that the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty (30) day period. Either Party may terminate this Agreement without cause upon sixty (60) days written notice to each other.

MISCELLANEOUS:

1. **Immunities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.
2. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
3. **Nature of Relationship:** Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. The Parties shall maintain exclusive control, direction and management of their own employees, and the other shall have no rights with respect thereto.
4. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the Parties and not otherwise.
5. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
6. **Invalidity:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
7. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability or any other category protected by law.

8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.
9. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
10. **Notices.** All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt requested, to the last known business address of each party.
11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
12. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
13. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon (90) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903
14. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
15. **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
17. **Authority to Execute.** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

Executed effective as of the Effective Date by the following duly authorized representatives of the Agreement Parties:

County of Hidalgo County, Texas

By: Richard F. Cortez

Name: Richard F. Cortez

Title: County Judge, Hidalgo County Texas

Date: 7/21/20

Lower Rio Grande Valley Development Council

By: _____

Name: Manuel Cruz

Title: Executive Director

Date: _____

ATTEST:

By: Arturo Guajardo, Jr.

Arturo Guajardo, Jr.
Hidalgo County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 7/21/20 ms

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, August 26, 2020

Item #5: Department Reports

D. Transportation

Valley Metro Action Item Tom Logan, Director

2. Consideration and **ACTION** to Approve Procurement of Heavy-Duty Parts from Gillig Bus Manufacturer for Bus Fleet

Staff requests Board approval to purchase heavy-duty parts from Gillig Bus Manufacturer to refurbish Gillig buses in the Valley Metro fleet.

Purchase of these parts will be made using TxDOT grant #ICB-2018-LRGVDC-00031. Grant will cover purchase at 100%, no local match is required.



Quotation number 8063602

Quotation date
08/10/20

Print date
08/10/20

Terms of payment
NET 30 DAYS

Sales Rep
TERRY WALKER

Your reference

Quotation address
LOWER RIO GRANDE VALLEY DEVELOPMENT
510 S. PLEASANTVIEW
WESLACO TX 78596

Customer number
45307201

Item	Qty Ordered	Estimated Ship Date	Description	Unit	Price Each	Ext Price
82-52822-000	1	09/30/20	COMPRESSOR, REMAN X426R	EA	3,590.00	3,590.00
Above p/n cross references from: 82-72216-000						
82-64570-016	1	08/10/20	MOTOR & FAN	EA	1,826.66	1,826.66
82-64570-019	4	09/30/20	MOTOR & BLOWER, FOR G04 (CCW)	EA	2,177.13	8,708.52
82-64570-020	4	09/30/20	MOTOR & BLOWER, FOR G03-(CW)	EA	2,127.08	8,508.32
82-91271-000	4	09/30/20	KIT, ALTERNATOR	EA	3,372.00	13,488.00
Above p/n cross references from: 13-67462-006						
82-70767-011	4	08/10/20	FAN, RAD COOLING 24V BRUSHLESS	EA	386.51	1,546.04
82-70767-000	4	08/10/20	RADIATOR ASSY W/ BLACK PAINT	EA	1,830.84	7,323.36
26-55079-003	10	08/18/20	WINDSHIELD,BRTw/EDGE SEAL	EA	1,223.33	12,233.30
82-56490-005	2	09/09/20	WINDSHIELD,BRT W/26-56719R002	EA	4,896.16	9,792.32
5 pack for 26-55079-003						
Quote line total.....						67,016.52
Total.....						67,016.52

Lower Rio Grande Valley Development Council Board of Directors Meeting

Wednesday, August 26, 2020

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 2020, ridership for the urban system, which operates Monday through Saturday in the urban areas of Cameron, Hidalgo, and Starr Counties has been averaging **2,322** 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 **1,272** 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

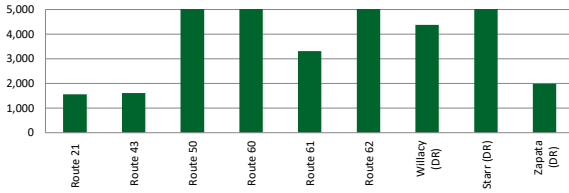
- Regional Transportation Advisory Panel (RTAP) Activity

The RTAP met in January to discuss regional planning and service coordination. The next RTAP meeting is scheduled for Tuesday, August 25, 2020 at 9:00 AM, via Microsoft TEAMS video conferencing.

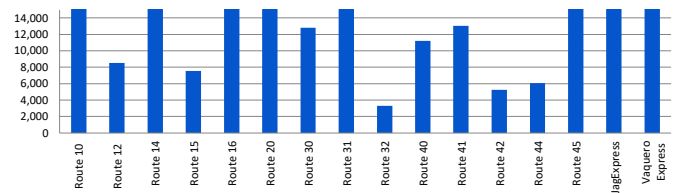


LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL Valley Metro Service Summary FY 2020 July

RURAL Ridership by Route

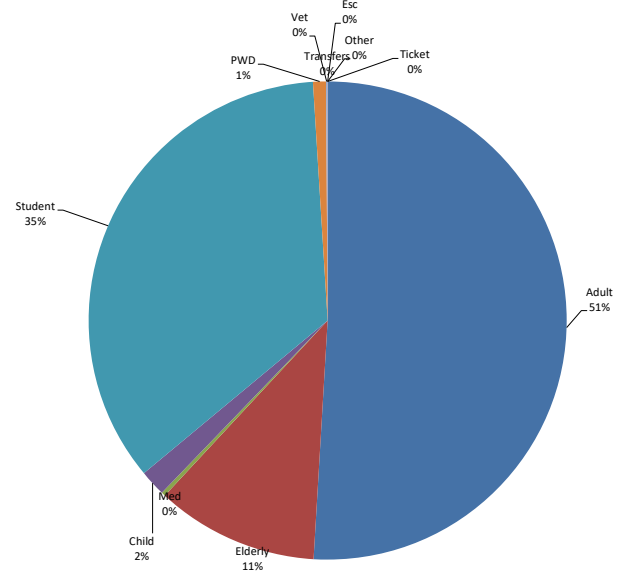


URBAN Ridership by Route



	Route	Total Passenger Trips	Route Activity	Area(s) Served
RURAL	Route 21	1,556	0%	Sullivan City, West Hidalgo County
	Route 43	1,612	0%	South Cameron County
	Route 50	42,534	7%	Brownsville, Port Isabel
	Route 60	5,443	1%	Roma, Rio Grande City
	Route 61	3,307	1%	Rio Grande City
	Route 62	5,304	1%	Rio Grande City
	Willacy (DR)	4,370	1%	Willacy County
	Starr (DR)	7,901	1%	Starr County
	Zapata (DR)	1,987	0%	Zapata County
URBAN	Metro Express	43,054	7%	Rio Grande Valley
	Route 10	22,933	4%	Edinburg
	Route 12	8,543	1%	Edcouch, Elsa, Edinburg
	Route 14	18,476	3%	Edinburg
	Route 15	7,542	1%	Edinburg
	Route 16	41,224	7%	Edinburg
	Route 20	21,736	4%	Mission
	Route 30	12,816	2%	Pharr, San Juan
	Route 31	47,429	8%	Hidalgo County
	Route 32	3,302	1%	Donna
	Route 40	11,212	2%	Harlingen
	Route 41	13,023	2%	Harlingen
	Route 42	5,259	1%	San Benito
	Route 44	6,084	1%	Primera, La Feria, Santa Rosa
	Route 45	29,024	5%	Cameron County
	JagExpress	43,006	8%	Weslaco, Pharr, McAllen
	Vaquero Express	194,378	32%	Edinburg
	Hidalgo	353	0%	City of Hidalgo
TOTAL		603,408	100%	

Ridership Breakdown by Category



FY 2019 Sept-July
770,133

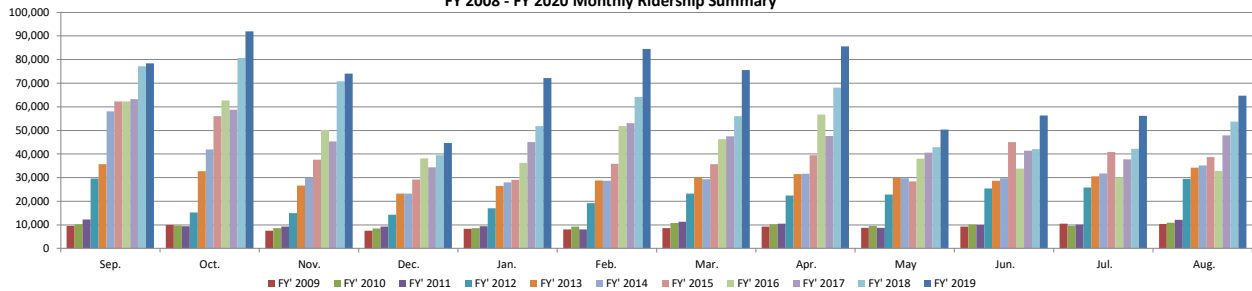
YEAR TO DATE RIDERSHIP REPORT
FY 2020 Sept-July
603,408

DIFFERENCE
-166,725

% DIFFERENCE
-22%

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

FY 2008 - FY 2020 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	47,917	56,787	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	14,145		603,408	-231,498	-28%
Monthly Change from Previous FY	13,489	6,378	9,662	11,836	6,431	4,842	-29,328	-74,239	-35,309	-38,398	-42,089				
% Change	17%	7%	13%	26%	9%	6%	-39%	-87%	-70%	-68%	-75%				

FY 2018 URBANIZED PERFORMANCE MEASURES*

COST EFFECTIVENESS

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

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 = \$3.03 State Avg. = \$2.99
Cost per revenue hour = \$71.08 State Avg. = \$59.91
Cost per passenger = \$14.83 State Avg. = \$20.21

SERVICE EFFICIENCY

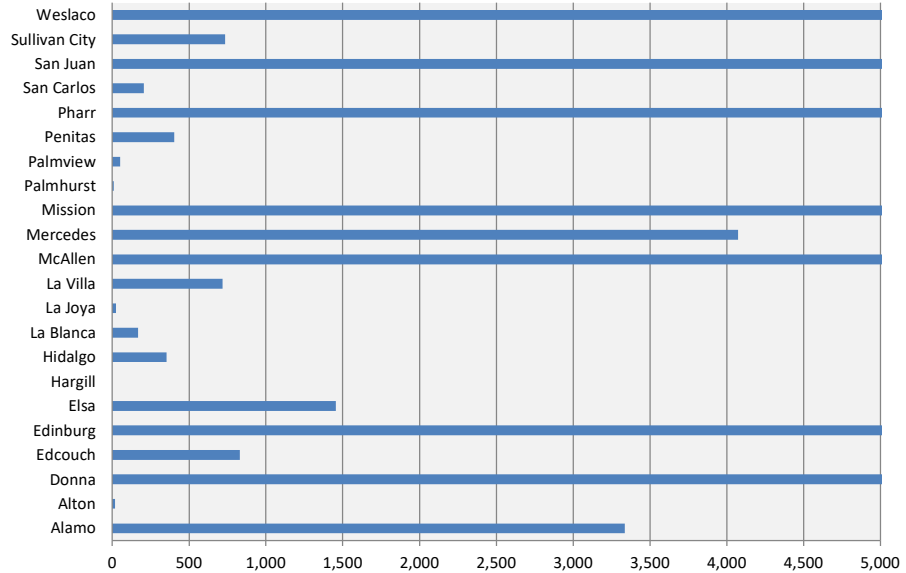
Passengers per revenue mile = 0.20 State Avg. = .15
Passengers per revenue hour = 5.44 State Avg. = 2.96

Distribution of Ridership

Hidalgo County

Alamo	3,335
Alton	18
Donna	7,567
Edcouch	830
Edinburg	277,635
Elsa	1,455
Hargill	0
Hidalgo	353
La Blanca	169
La Joya	25
La Villa	718
McAllen	89,987
Mercedes	4,072
Mission	11,944
Palmhurst	11
Palmview	51
Penitas	404
Pharr	16,945
San Carlos	205
San Juan	5,373
Sullivan City	734
Weslaco	11,128
Total	432,959

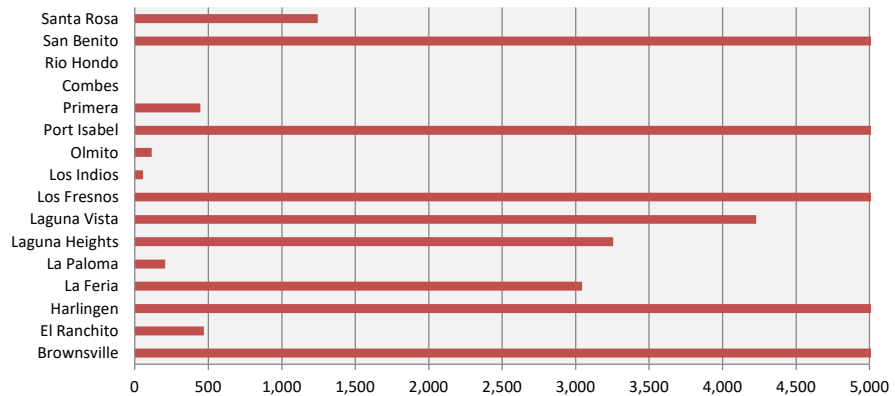
Hidalgo County by Cities



Cameron County

Brownsville	53,955
El Ranchito	468
Harlingen	43,981
La Feria	3,044
La Paloma	207
Laguna Heights	3,254
Laguna Vista	4,229
Los Fresnos	5,272
Los Indios	56
Olmito	115
Port Isabel	17,529
Primera	444
Combes	0
Rio Hondo	0
San Benito	8,339
Santa Rosa	1,244
Total	142,137

Cameron County by Cities



Willacy County

Total 4,370

Starr County

Total 21,955

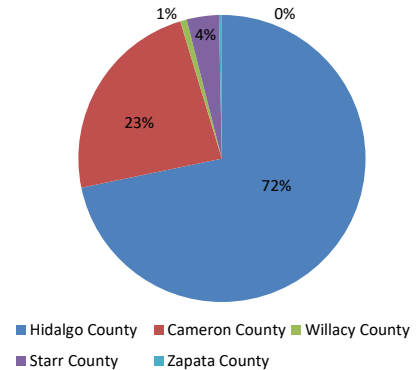
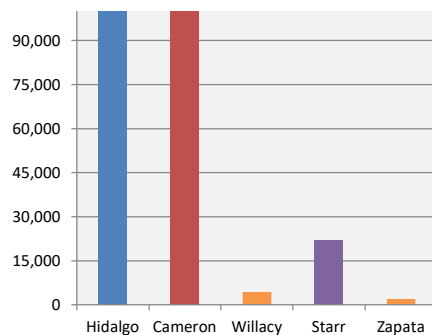
Zapata County

Total 1,987

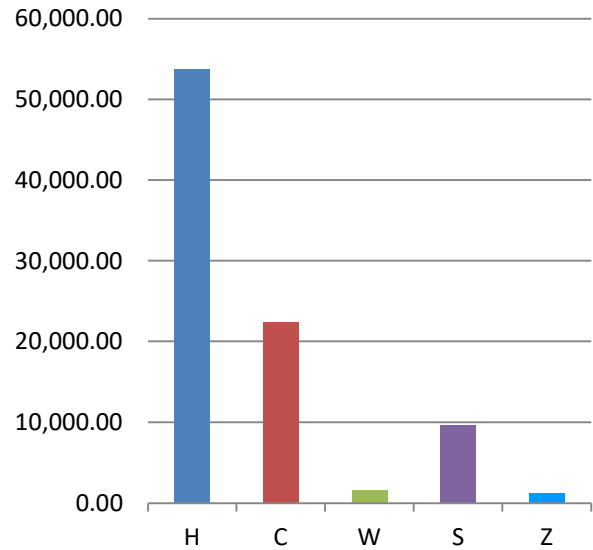
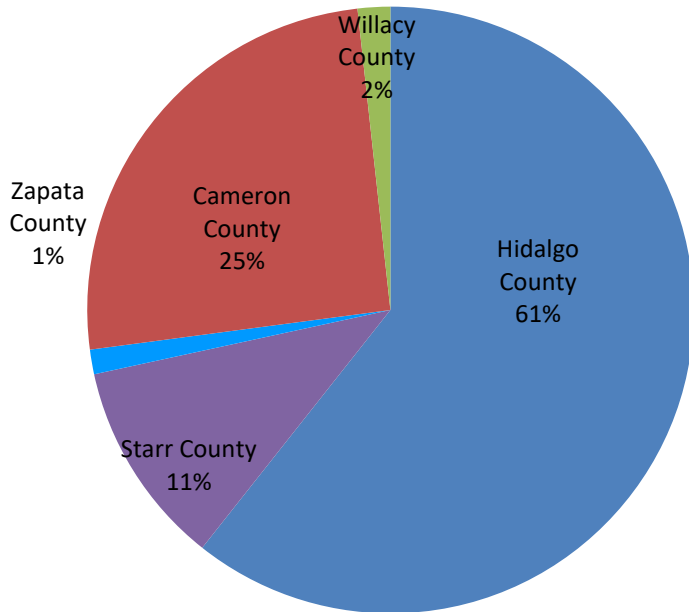
SYSTEM TOTAL

603,408

Ridership by County



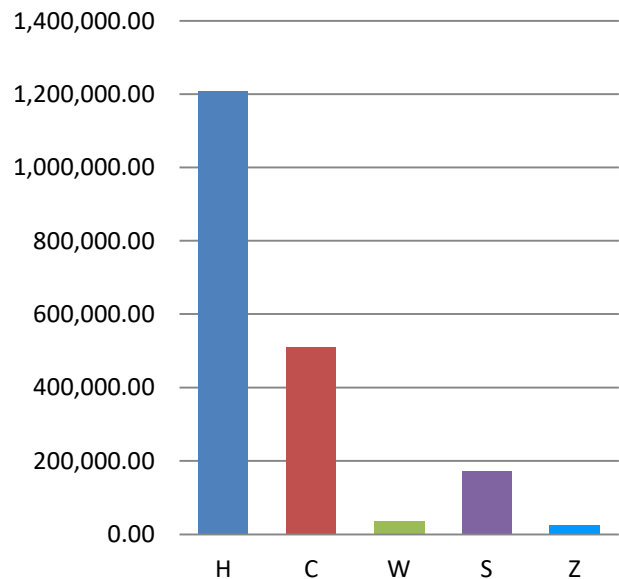
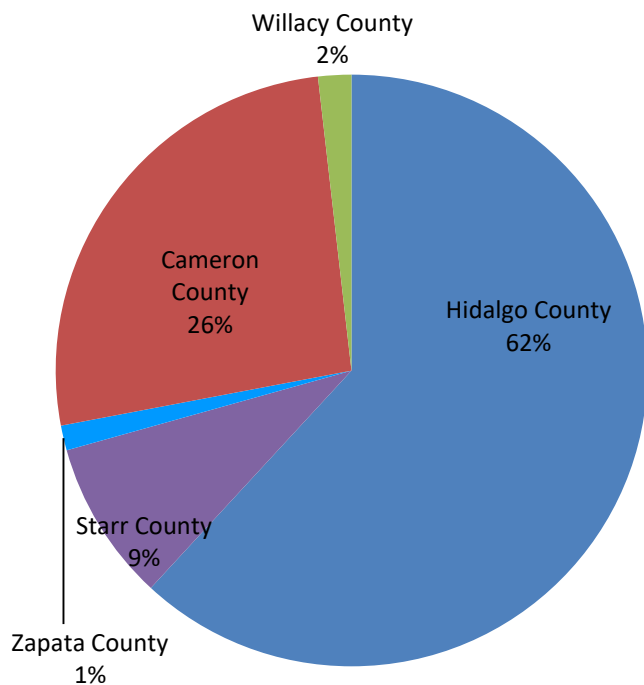
Distribution of Revenue Hours



Revenue Hours Provided

Hidalgo County	53,679.08
Starr County	9,688.24
Zapata County	1,152.75
Cameron County	22,440.25
Willacy County	1,538.45
Total Revenue Hours	88,498.77

Distribution of Revenue Miles



Revenue Miles Provided

Hidalgo County	1,209,508
Starr County	171,949
Zapata County	26,683
Cameron County	511,406
Willacy County	35,708
Total Revenue Miles	1,955,254

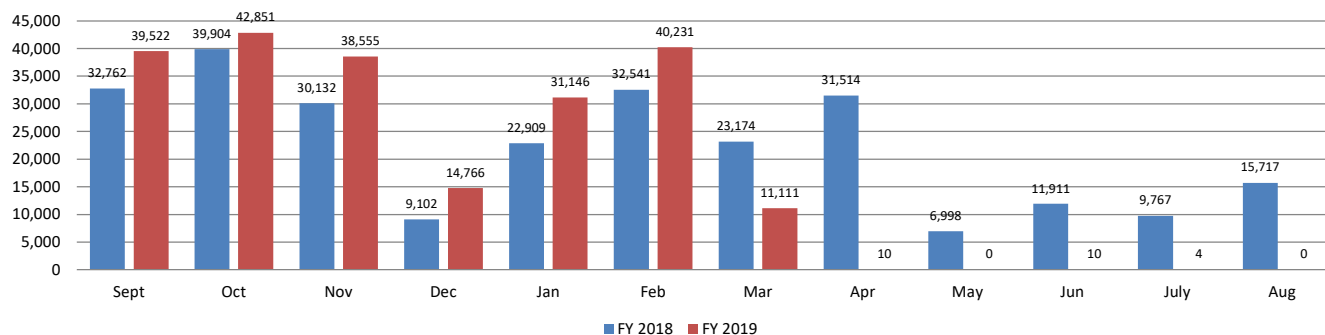


**FY 2020 University of Texas Rio Grande Valley
Valley Metro Routes**

Monthly Cumulative Passenger Counts

Routes	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Total
10	176	203	201	116	170	156	39	0	0	0	0		1,061
12	521	538	400	171	236	454	211	8	0	6	3		2,548
14	3,555	3,918	2,433	828	2,395	3,059	749	1	0	0	0		16,938
15	38	10	8	0	0	19	3	0	0	0	0		78
16	0	0	0	0	0	0	0	0	0	0	0		0
20	217	251	179	139	198	270	117	0	0	0	0		1,371
21	0	0	0	0	0	0	0	0	0	0	0		0
30	53	61	50	35	58	64	18	0	0	0	0		339
31	3	3	0	2	4	4	0	0	0	4	1		21
32	0	0	0	0	0	0	0	0	0	0	0		0
40	0	0	0	0	0	0	0	0	0	0	0		0
41	0	7	0	0	0	11	0	0	0	0	0		18
42	0	0	0	0	3	10	2	0	0	0	0		15
44	9	3	3	0	1	0	0	0	0	0	0		16
45	147	298	241	114	172	270	112	0	0	0	0		1,354
50	24	12	10	5	9	4	5	0	0	0	0		69
Vaquero Express	34,779	37,547	35,030	13,356	27,900	35,910	9,855	1	0	0	0		194,378
Total	39,522	42,851	38,555	14,766	31,146	40,231	11,111	10	0	10	4	0	218,206
FY 2018	32,762	39,904	30,132	9,102	22,909	32,541	23,174	31,514	6,998	11,911	9,767	15,717	266,431
Change Over Previous FY	6,760	2,947	8,423	5,664	8,237	7,690	-12,063	-31,504	-6,998	-11,901	-9,763		

2018 - 2019 Valley Metro Routes UTRGV Student Passenger Count





**South Texas College - FY 2020
Valley Metro Routes
Monthly Cumulative Passenger Counts**

Routes	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Total
10	7	10	24	10	3	18	14	0	0	0	0		86
12	161	173	108	37	96	241	148	0	0	0	0		964
14	0	0	0	0	0	0	2	0	0	0	0		2
15	0	0	0	0	0	0	0	0	0	0	0		0
16	0	0	0	0	0	0	0	0	0	0	0		0
20	18	24	0	0	0	0	0	0	0	0	0		42
30	0	1	0	0	0	1	0	0	0	0	0		2
31	8	66	69	72	132	96	79	12	44	47	17		642
32	0	0	0	0	0	0	0	0	0	0	0		0
40	0	0	0	0	0	0	0	0	0	0	0		0
41	10	1	3	1	0	7	0	0	0	0	0		22
42	0	2	3	0	18	4	0	0	0	0	0		27
44	16	2	11	5	0	0	0	0	0	0	0		34
45	145	113	101	88	62	103	98	0	0	0	0		710
60	880	1,037	744	339	337	631	309	0	0	0	0		4,277
61	100	177	128	76	101	169	83	0	0	0	0		834
62	62	136	108	58	80	151	71	0	0	0	0		666
DR-RGC	71	94	100	79	61	87	43	0	0	0	0		535
Purpleline	896	845	562	236	433	837	458	0	0	0	0		4,267
Greenline	1,361	1,558	1,205	564	585	1,144	511	0	0	0	0		6,928
Total	3,735	4,239	3,166	1,565	1,908	3,489	1,816	12	44	47	17	0	20,038

Non Valley Metro Routes

Yellowline	2,638	2,862	2,160	898	1,259	2,371	1,101	0	0	0	0	0	13,289
Park & Ride	4,075	4,608	2,817	1,040	1,659	2,715	1,156	0	0	0	0	0	18,070
Total	6,713	7,470	4,977	1,938	2,918	5,086	2,257	0	0	0	0	0	31,359
Grand Total	10,448	11,709	8,143	3,503	4,826	8,575	4,073	12	44	47	17	0	51,397
Change Over Previous Month			-3,566	-4,640	1,323	3,749	-4,502	-4,061	32	3	-30	-17	



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

Direct Service

Routes	STC	UTRGV	General Public	Total
Route 12 Ecouch/Elsa-Edinburg	964	2,548	5,031	8,543
Route 31 Business 83	642	21	46,766	47,429
Purple Line	4,267		1	4,268
Yellow Line	13,289		0	13,289
Green Line	6,928		5,894	12,822
Park & Ride	18,070		-55	18,015
Route 60 Greenline Roma	4,277		1,166	5,443
Route 61 RGC West	834		2,473	3,307
Route 62 RGC East	666		4,638	5,304
DR-RGC	535		7,366	7,901
Vaquero Express		194,378	0	194,378
Total	50,472	196,947	73,280	320,699

Connecting Service

Routes	Connection	STC	UTRGV	General Public	Total
Route 10 Edinburg - McAllen	12, 31	86	1,061	21,786	22,933
Route 14 UTRGV VABL	12	2	16,938	1,536	18,476
Route 15 Edinburg	12	0	78	7,464	7,542
Route 20 Mission - McAllen	31	42	1,371	20,323	21,736
Route 30 Pharr San Juan - Edinburg	31	2	339	12,475	12,816
Route 32 Donna International Bridge	31	0	0	3,302	3,302
Route 40 Harlingen Medical	31	0	0	11,212	11,212
Route 41 Harlingen Retail	31	22	18	12,983	13,023
Route 42 San Benito Harlingen	31	27	15	5,217	5,259
Route 44 La Feria/Santa Rosa/Primera	31	34	16	6,034	6,084
Route 45 Cameron Career Connection	31	710	1,354	26,960	29,024
Total		925	21,190	129,292	151,407

Total Service

	STC	UTRGV	General Public	Total
Grand Total	51,397	218,137	202,572	472,106



**FY 2020 TSTC
Valley Metro Routes
Monthly Cumulative Passenger Counts**

Routes	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Total
10	13	11	0	0	3	0	0	0	0	0	0		27
12	18	2	9	16	6	10	18	0	0	1	0		80
14	0	0	0	0	0	0	0	0	0	0	0		0
31	1	5	0	72	2	1	2	1	1	0	0		85
40	0	1	0	0	0	0	0	0	0	2	0		3
41	67	65	24	20	22	6	0	0	0	0	0		204
42	120	82	52	17	89	108	55	0	0	0	0		523
43	0	0	0	0	0	0	0	0	0	0	0		0
44	75	175	126	31	37	98	39	0	0	0	0		581
45	227	441	319	123	214	232	113	0	1	12	6		1688
50	1	0	1	0	0	0	0	0	0	0	0		2
Willacy	1	0	0	0	0	0	0	0	0	0	0		1
Total	523	782	531	279	373	455	227	1	2	15	6	0	3194
Change Over Previous Month		259	-251	-252	94	82	-228	-226	1	13	-9	-6	-523

TSTC Student Ridership

