

# LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL



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

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Wednesday, December 11, 2019

12:00 Noon

Ken Jones Executive Board Room

Presiding: Mayor David Suarez

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(The complete meeting packet is available for download at <http://www.lrgvdc.org/meetings.html>)

### **Item #1: Call to Order**

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

### **Item #2: Consideration and ACTION to Approve Meeting Minutes (October 30, 2019)**

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

### **Item #4: Administration**

- A. Consideration and ACTION on Date and Time for  
Annual Work Program & Budget Committee Meeting..... President**
- B. Executive Director Report..... Ron Garza**

**ACTION MAY BE TAKEN ON ANY OF THE FOLLOWING ITEMS**

#### LRGVDC Updates & Activities

1. Introduction of New Staff Members
2. 2020 Board Meeting Calendar/Schedule

3. GLO Mitigation Action Plan
4. Census 2020
5. Explore RGV
6. RGV B-Cycle
7. 2020 Mayors' Walk for Wellness (It's Time Texas Community Challenge)

## **Item #5: Department Reports**

### **A. Community & Economic Development**

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

1. Consideration and **ACTION** to Approve the Professional Services Agreement for Economic Development Administration (EDA) Grant Administration by and between the Lower Rio Grande Valley Development Council (LRGVDC) and City of Weslaco and Brownsville Community Improvement Corporation
2. Consideration and **ACTION** to Approve Regional Small Cities Coalition (RSCC) Officers for Year 2020
3. Consideration and **ACTION** to Appoint Member to the Regional Water Resources Advisory Committee (RWRAC)

Program Status Reports:

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

### **B. Health & Human Services**

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

- Medicare Open Enrollment
- Opioid Awareness and Prevention Project

C. Public Safety

Program Action Items:

- 1. Consideration and **ACTION** to Approve Revisions to LRGVDC 9-1-1 Regional Advisory Committee Bylaws and Committee Name Change
- 2. Consideration and **ACTION** to Nominate an LRGVDC Board Director to Serve as Ex-Officio Liaison Member to the Criminal Justice Advisory Committee (CJAC)
- 3. Consideration and **ACTION** to Approve the Homeland Security Advisory Committee’s (HSAC) Scoresheet and Updates to the Policy Manual for FY 2020-21 HSGD Funding Cycle
- 4. Consideration and **ACTION** to Approve the Regional Animal Care Coalition (RACC) Nominations for Officers

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

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

D. Transportation

Program Status Reports: ..... Tom Logan, Director  
Andrew Canon, Director

- Valley Metro
- Rio Grande Valley MPO

Item #6: Executive Session

- A. Consultation with Attorney: (advice of counsel concerning pending, potential and/or contemplated litigation, settlement offers, and or/or legal matters subject to the attorney-client privilege): *in accordance with Texas Government Code, Section 551.071, the Board reserves the right to retire into executive session for consultation with attorney.*
- B. Reconvene into Open Session to Consider **ACTION**, if any, on Items Related to Executive Session as Described above.

Item #7: New or Unfinished Business

## **Item #8: Adjourn**

### **\*REMINDER\***

Next Meeting Date:  
**Wednesday, January 29, 2020**  
**12:00 PM**

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

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

#### **PUBLIC INPUT POLICY:**

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

**ITEM #2.**

**MINUTES**

# MINUTES

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

WEDNESDAY, OCTOBER 30, 2019 – 12:00 PM  
LRGVDC MAIN CAMPUS - 301 W. RAILROAD ST., WESLACO, TEXAS  
BUILDING B, KEN JONES EXECUTIVE BOARD ROOM

PRESIDING: MAYOR JIM DARLING, 1<sup>ST</sup> VICE PRESIDENT

- DRAFT -

Vice President Jim Darling called the meeting to order at 12:00 p.m. Roll call was taken and a quorum was declared.

He then moved to item 2: Consider Approval of Meeting Minutes (September 25, 2019). ***Commissioner David Garza made a motion to approve the September 25, 2019 Board Meeting minutes as presented. Judge Aurelio Guerra seconded, and upon a vote, the motion carried unanimously.***

Vice President Darling then moved to item 3: Public Comment and/or Report from Legislative Delegation and recognized Josue Ramirez, Mi Casita Program Coordinator for Community Development Corporation of Brownsville. Mr. Ramirez informed the Board that Somos Vecinos has scheduled a housing fair at the Knapp Conference Center in Weslaco on November 16 from 8:30 am – 2:00 pm. He encouraged Board Members to attend and spread the word about this event.

Upon conclusion of public comment, Vice President Darling moved to item 4: Administration and recognized Executive Director Ron Garza. Mr. Garza acknowledged that October is Breast Cancer awareness month, an annual campaign to increase awareness of this disease, and noted that many staff members wore pink in recognition of this important health message.

Vice President Darling then moved to item 4. A. and recognized Mr. Garza to address the following:

A. Consideration and Action to Adopt Annual Investment Policy and Accept Quarterly Investment Report. Finance Director Crystal Balboa was recognized and stated that staff recommends the adoption of the Annual Investment Policy and acceptance of the quarterly investment report. ***Mayor Henry Hinojosa made a motion to adopt the Annual Investment Policy and accept the quarterly investment report as presented. Mr. Troy Allen seconded the motion; and upon a vote, the motion carried unanimously.***

B. Executive Director Report

### LRGVDC Updates & Activities

#### 1. Introduction of New Staff Members

Mr. Garza announced that the following individuals have recently joined the LRGVDC staff:

Ms. Melany Rodriguez, Intern for Community & Economic Development

Ms. Maribel Alonzo, Customer Service Rep for 9-1-1

Valley Metro has two new drivers: Mr. Alfonso Garza and Mr. Daniel Hernandez who were in training and unable to attend. The Board warmly welcomed our new staff members.

2. Copier Renewal Agreement for 9-1-1/ECOMMS and RGVMPPO

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

The Xerox C70Pro with Fiery E300 efi copier renewal lease agreement for 36 months in the amount of \$1,231.86 is for the RGVMPPO. Mr. Garza explained that there was a typo in the board report and that the total value of the contract is \$44,346.96, and not \$444,346.96. This renewal will also be made through the cooperative purchasing contract, Omnia Partners Contract #R150302, satisfying requirements for formal competitive solicitation and bidding. Upon conclusion of discussion ***Mayor Henry Hinojosa made a motion to approve the contracts with the correction in price for the Xerox C70Pro for RGVMPPO from \$444,346.96 to \$44,346.96. Mr. Ronald Mills seconded the motion, and upon a vote, the motion carried unanimously.***

3. Texas Gas Service (Energy Efficiency Program)

Mr. Garza reminded the Board that Texas Gas Services (TGS) offers customers an equipment rebate program to encourage the use of energy efficient natural gas appliances. TGS works with Hidalgo County Community Services and Cameron/Willacy County Community projects to find eligible applicants. In 2018 TGS offered \$159,000 in commercial and residential rebates to customers in the Valley. To continue to fund this program, TGS has filed a proposed 8¢ increase per month. The TGS tariff states that the LRGVDC is the regulatory body for the Valley Cities Gas Coalition (34 city members).

There are three (3) options moving forward to fund the Energy Efficiency Program:

1. Deny Action. This would begin an appeal process and remove the RGV from eligibility of the Rebate program
2. Approve Action. Approving would increase the rate effective November 19, 2019. This would NOT allow a city to deny.
3. Take no action. Taking no action would increase the rate effective November 19, 2019 and would still allow a city to deny.

Taking no action is the recommended course as it provides cities with the most flexibility. ***Mr. Ron Mills made a motion to approve option #2 approving the rate increase effective November 19, 2019, and not allowing VCGC cities to deny. Mayor Henry Hinojosa seconded the motion. Upon a vote, the motion failed.***

***Ms. Celeste Sanchez made a motion to approve option #3 to take no action therefore making the rate effective November 19, 2019 and allowing VCGC cities to deny. Commissioner Rick Salinas seconded the motion, and upon a vote, the motion passed.***

4. Powering Texas Wind Energy Alliance

Mr. Garza stated that he would like the Board to consider action on this item. It is an alliance to advocate for economic policies that support the wind energy industry. There is no financial commitment to joining this alliance, and their current partners are the South Padre Island Chamber of Commerce, the RGV Partnership, and the Pharr Economic Development Corporation.

He added that Texas is the #1 wind energy generator in the country. Texas produces ¼ of the national total of wind energy and nearly 19% of all in-state electricity generation. This industry employs over 25,000 Texans, has invested over \$46.5 billion across the state revitalizing rural communities, generates more than \$237 million in state and local taxes each year, and powers over 7.3 million Texans' homes. Mr. Garza asked for Board approval to join an alliance for being partners in this initiative, allow the initiative to use the LRGVDC logo. ***Ms. Celeste Sanchez made a motion to approve LRGVDC joining the Powering Texas wind Energy Alliance. Commissioner David Garza seconded the motion, and upon a vote, the motion carried unanimously.***

5. Mitigation Forum / GLO Feedback Report

Mr. Garza informed the Board that the Stakeholder & Public Feedback Report was developed from input from participants at the Regional Water Resource Advisory Committee Special Meeting held on October 3, 2019. The RWRAC and LRGVDC stakeholders held this forum and gathered this input and make sure the Valley was represented in the Texas General Land Office's State Action Plan. He reported that the forum was well attended by over 50 individuals representing more than 25 different stakeholder organizations. The Action Plan will include how \$4.3 billion will be allocated for mitigation activities, and the Valley is eligible for a portion of that funding. There is another appropriation for \$43 million specific to disaster recovery that will soon be available. He assured the Board that staff is on top of these activities and actively engaged with the GLO.

Commissioner David Fuentes added that the GLO encouraged input from multiple entities because the more often they hear the same comments from many different sources, the more likely they will heed those comments. He recommended developing unified comments to be submitted by individual cities, municipalities, counties, drainage districts, etc. and follow that up through the LRGVDC.

6. Regional Watershed Coordinator (Memorandum of Agreement)

Mr. Garza stated that the goal of this proposal is to develop a regional watershed protection plan program and establish a coordinator. The coordinator would oversee and provide regional leadership to the Lower Rio Grande Valley watershed including, but not limited to the Lower Laguna Madre and Brownsville Ship Channel, Arroyo Colorado, Hidalgo/Willacy Floodway, U.S. International Boundary & Water Commission (IBWC) Floodway/Pilot channel, Rio Grande River, and the Raymondville Drain Floodway.

He asked the Board to consider action to enter into a Memorandum of Agreement (MOA) with Research, Applied Technology, Education & Service (RATES) for in-kind support of the Regional Watershed Coordinator.

The RATES organization has applied for a grant for this position and all three (3) counties have contributed. This individual could serve as a resource for the entire region and be housed at the LRGVDC main campus with an in-kind rate of \$10,000 per year for 3 years for office space, administrative support, and access to meeting areas, there will be no cash commitment. Commissioner David Garza stated that there are 5 watershed studies going on now. 3 counties have committed to funding this position, and the consensus of all involved is that this is a good decision, a regional decision.

Commissioner David Fuentes stated that this makes sense from a regional stance. There is going to be a requirement to have a statewide flood plan in the next 5 years, moving forward with this MOU would be proactive instead of reactive. Upon conclusion of discussion ***Commissioner David Fuentes made a motion to approve entering into a Memorandum of Agreement (MOA) with Research, Applied Technology, Education & Services (RATES) for in-kind support of the Regional Watershed Coordinator. Ms. Celeste Sanchez seconded the motion, and upon a vote, the motion carried unanimously.***



7. RGV 2020

Mr. Garza announced that as a part of the RGV 2020, a regional, collaborative effort delivering positive action by the year 2020, the LRGVDC scheduled a workshop focused on “Workforce Systems Alignment” on Friday, November 8 at 9:00 am.

8. RGV B-Cycle

Mr. Garza informed the Board that on Monday, October 28, the McAllen City Commission approved the agreement to pass their McAllen B-Cycle infrastructure to RGV B-Cycle. The next step is for the participating cities to receive interlocal agreements, provide their matching funds and submit their fully executed agreements. The matching cost per unit is \$9K which includes one 10-bicycle docking station and four bicycles; the six open docks will be used by cyclists coming and going. Mr. Garza asked the Board to take action and approve the purchase of the initial 50 bicycles, required equipment, and subsequent bicycles and equipment hereafter as cities take action to participate. ***Mayor Pro-tem Norie Gonzalez Garza made a motion to approve the purchase of bicycles, docking stations, and required equipment for RGV B-Cycle initially and hereafter as cities formally take action to participate in the RGV B-Cycle Program. Mr. Ronald Mills seconded the motion, and upon a vote, the motion carried unanimously.***

9. Census 2020

March 12, 2020 is the first date that households will be able to respond to the census. A 2020 U. S. Census Forum is scheduled on Monday, November 18 at 6:00 pm at the McAllen Convention Center with Mr. Timothy Olson, Associate Director of U.S. Census Field Operations as the keynote speaker.

10. Texas Walks (It’s Time Texas)

“It’s Time Texas” is a statewide health initiative and “Texas Walks” is a 10-minute walking event scheduled for 10:00 am on November 8 that leads up to the 3<sup>rd</sup> Annual Mayor’s Walk for Wellness which will be scheduled in January 2020.

11. Explore RGV (Adventure Guide)

Mr. Garza thanked the 18 Explore RGV partner cities for their participation. These cities will become members of the new Tourism & Travel Advisory Committee. Their responsibility will be to issue governance recommendations for the marking campaign. Copies of the updated Birding Adventure Guide was distributed to Board Members, and the new Bicycling Adventure Guide was introduced and also distributed. Mr. Garza thanked the Explore RGV partners that helped develop content for these adventure guides and he proudly announced that this project has received the NADO Innovation Award!

Vice President Darling next moved to item 5: Department Reports.

A. Community & Economic Development

Assistant Director Blanca Davila was recognized to address the following:

Program Action Items:

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

Ms. Davila informed the Board that this professional services agreement reflects a recent reduction in Texas PACE Authority project fees to make PACE projects less expensive and makes the LRGVDC fees consistent with fees in the rest of the state. This agreement also increases the percentage of administrative fees shared with the LRGVDC from 10% to 25%. LRGVDC’s education and outreach of the PACE program is also added into the agreement.

***Commissioner David Garza made a motion to approve the Professional Services Agreement***

*by and between the LRGVDC and the PACE Authority as presented. Mr. Javier Deleon seconded the motion, and upon a vote, the motion carried unanimously.*

Program Status Reports

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

B. Health & Human Services

Program Action Items:

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

1. Consideration and Action to Approve Direct Purchase Service Contractors

Mr. Gonzalez informed the Board that following the second round of competitive bid procedures, staff submitted for consideration four (4) additional applicants for the Direct Purchase Service Contractor Pool for Fiscal Year 2020. Services under these contractors include medication assistance, medical supplies and equipment, homemaker services, caregiver respite care, and medical transportation.

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

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

***Mr. Ronald Mills made a motion to approve the Direct Service Contractors as presented. Commissioner David Fuentes seconded, and upon a vote, the motion carried unanimously.***

Program Status Report

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

C. Public Safety

Program Action Items:

Public Safety Director Manuel Cruz was recognized to report on the following:

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

- Regional Criminal Justice Strategic Plan
- Policy Manual
- Committee Bylaws
- Application Score Sheet

Reviewing and revising these four (4) documents annually is required by the Interlocal Cooperation Agreement entered into with the Public Safety Office within the Office of the Governor. A copy of each document was provided in the meeting packet for Board review.

***Commissioner David Fuentes made a motion to approve the revised Regional Criminal Justice Strategic Plan, the Policy Manual, Committee Bylaws, and the Application Score Sheet as presented. Mr. Troy Allen seconded the motion, and upon a vote, the motion carried unanimously.***

2. Consideration and Action to Approve the Criminal Justice Advisory Committee's Biennial (2-Year) Term appointments  
Mr. Cruz stated that the following current CJAC members have completed their 2-year term. As per the bylaws the committee recommended reappointing them for an additional 2-year term.  
***Mayor Pro-tem Norie Gonzalez Garza made a motion to approve the CJAC's Biennial (2-year) Term appointments as recommended. Ms. Veronica Gonzales seconded the motion, and upon a vote, the motion carried unanimously.***
3. Consideration and Action to Approve Nominee to Fill Vacancy on the Criminal Justice Advisory Committee  
Mr. Cruz informed the Board that the CJAC recommends appointing Mr. Antonio Ricard Gonzalez to fill the vacancy in the Hidalgo County – Law Enforcement Discipline. Mr. Gonzalez' 31 years of experience in law enforcement qualifies him to serve in this capacity.  
***Mr. Ronald Mills made a motion to approve the appointment of Mr. Antonio Ricardo Gonzalez to the CJAC. Mayor Chris Boswell seconded, and upon a vote, the motion carried unanimously.***

Program Status Reports:

Mr. Cruz reported that staff is scheduled to begin implementing NexGen systems in February 2020 and finish by August 2021. The department status reports were provided in the meeting packet for review.

D. Transportation

Program Action Items:

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

1. Consideration and Action to Enter into a Contract for Diesel and Gas Engine Repair  
Mr. Logan informed the Board that staff requests approval to enter into a contract with Superior Oil Express for diesel and gas engine repair. Superior Oil Express was selected through a formal Request for Proposals (RFP) process and was the sole bidder. Superior Oil Express representatives were interviewed, and the selection was made based on their qualifications and proposal. This contractual service is required for the transit fleet to minimize downtime of fleet buses and to operate bus routes as scheduled. ***Mayor Henry Hinojosa made a motion to approve entering into a contract for diesel and gas engine repair as presented. Ms. Celeste Sanchez seconded the motion, and upon a vote, the motion carried unanimously.***
2. Consideration and Action to Revise Equal Employment Opportunity (EEO) Policy  
Mr. Logan stated that staff requests approval to incorporate revisions into the Equal Employment Opportunity (EEO) Policy to ensure compliance with Federal Transit Administration regulations. ***Commissioner Rick Salinas made a motion to approve the revised EEO Policy as presented. Mayor Dave Kusch seconded, and upon a vote, the motion carried unanimously.***

Program Status Reports:

Mr. Logan informed the Board that Valley Metro has closed FY 2019 with over 125,000 more riders which reflects a 21% increase in ridership and continues their 12-year trend of increasing ridership.

Vice President Darling next moved to item 6. – Executive Session

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

*Executive Session was not held at this meeting.*

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

*No action was taken.*

Vice President Darling next moved to item 7. – New or Unfinished Business.

There being no further business to come before the Board, Vice President Darling adjourned the meeting at 1:00 pm.

\_\_\_\_\_  
Mayor Jim Darling, Vice President

ATTEST:

\_\_\_\_\_  
Deborah Morales, Recording Secretary

**ITEM #4. A.**

**ADMINISTRATION**

**AWP & BUDGET  
COMMITTEE  
MEETING**

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

Wednesday, December 11, 2019

**Item #4: Administration**

**A. Consideration and ACTION on Date and Time for Annual Work Program & Budget Committee Meeting**

The Annual Work Program is our service program that outlines our goals, objectives and performance measures.

All members of the LRGVDC Board of Directors are included. There is no quorum requirement to conduct business at this committee meeting.

This document will be placed on the January 29, 2020 Board & Membership Meeting agenda, therefore in order to make a recommendation, the committee must meet prior to that date.

**ITEM #4. B.**

**ADMINISTRATION**

**EXECUTIVE  
DIRECTOR  
REPORT**

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

Wednesday, December 11, 2019

**Item #4: Administration**

**B. Executive Director Report**

**2. 2020 Board Meeting Calendar/Schedule**

PROPOSED 2020 LRGVDC BOARD OF DIRECTORS MEETING SCHEDULE	
* All meetings scheduled on Wednesdays at 12:00 noon	
January 29, 2020	<b>Semi-Annual Membership Meeting</b>
February 26, 2020	
March 25, 2020	
April 29, 2020	
May 27, 2020	<b>Annual Elections Meeting</b>
June 24, 2020	
July	(no meeting scheduled)
August 26, 2020	
September 30, 2020	
October 28, 2020	
November	(no meeting scheduled)
December 9, 2020	



**ITEM #5. A.**

**COMMUNITY  
&  
ECONOMIC  
DEVELOPMENT**

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

December 11, 2019

**Item #5: Department Reports**

**A. Community & Economic Development**

**Program Action Items:**

1. Consideration and **ACTION** to Approve the Professional Services Agreement for Economic Development Administration (EDA) Grant Administration by and between the Lower Rio Grande Valley Development Council (LRGVDC) and City of Weslaco and Brownsville Community Improvement Corporation

Approval is needed for LRGVDC to execute the Grant Administration Professional Agreement for:

- Weslaco Mid Valley Airport Hangar Expansion & Infrastructure Development: EDA Grant No. 08-79-05334
  - eBridge: Center for Business & Commercialization: EDA Grant No. 08-79-05333
- 
2. Consideration and **ACTION** to Approve Regional Small Cities Coalition (RSCC) Officers for Year 2020
    - Chair: City of Palm Valley - Mayor George Rivera
    - Vice Chair: City of Primera – Mayor R Dave Kusch
    - Secretary: City of Lyford – Mayor Pro-Tem Rick Salinas
  
  3. Consideration and **ACTION** to Appoint Member to the Regional Water Resource Advisory Committee (RWRAC)
    - Special Purpose District: Drainage (Willacy) – Mr. Paul Greenhill

# PROFESSIONAL SERVICES AGREEMENT

## PART I - AGREEMENT

**THIS AGREEMENT**, entered into this 11<sup>th</sup> day of Decemeber, 2019, by and between the Lower Rio Grande Valley Economic Development District, hereinafter called the “**District**,” acting herein by Ron Garza, Executive Director of the District, hereunto duly authorized, and the City of Weslaco, hereinafter called the “**City**,” acting herein by David Suarez, Mayor for the City of Weslaco.

### WITNESSETH THAT:

**WHEREAS**, the **City** desire to implement **EDA Project Number 08-79-05334**, an Economic Adjustment Assistance project funded by the U. S. Department of Commerce and administered by the Southwest Regional Office of the Economic Development Administration;

**WHEREAS**, the **City** is and will act with authority as the Fiscal Agent for the EDA funded project identified above, and

**WHEREAS**, the **City** desire to engage the District to render certain project management, reporting and support services in connection with the oversight of the EDA project.


**NOW THEREFORE**, the parties do mutually agree as follows:

1. **Scope of Services**  
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. **Time of Performance** - The services of the District shall commence on September 23, 2019, contingent upon approval of this Agreement by the LRGVEDD Board of Directors at their meeting scheduled for Wednesday, December 11, 2019. All of the services required and performed hereunder shall be completed within the grant period as agreed by both parties.
3. **Access to Information** - It is agreed that all information, data, reports and records and/or other information as is existing, available and necessary for the carrying out of the work outlined above shall be furnished to the District by the **City** and its agents. No charge will be made to the District for such information and the **City** and its agents will cooperate with the District in every way possible to facilitate the performance of the work described in the contract.
4. **Compensation and Method of Payment** – The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed forty-one thousand, three hundred fifty-nine dollars (\$41,359.00). Payment to the District shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Agreement. Should the Project be completed in its entirety prior to the period allowed for its completion, all of the District’s responsibilities and services required under this agreement be fully completed, and all obligations to the EDA are met, full compensation to the District in the amount of forty-one thousand, three hundred fifty-nine dollars (\$41,359.00) shall be completed at that time. Interim payment to the District shall be upon percentage completion of the scope of work.
5. **Indemnification** – The District shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the **City** and its agents from and against them, and shall assume full responsibility for administering the project identified above.

6. **Miscellaneous Provisions**

- a) This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
  - b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
  - c) In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
  - d) If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  - e) This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
7. **Warranties and Representations** – District affirms that is familiar with the terms of EDA award number **08-79-05334**, and that it has the organizational, technical, financial and logistical capability and necessary authority for carrying out its responsibilities under this Agreement.
8. **Terms and Conditions** - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

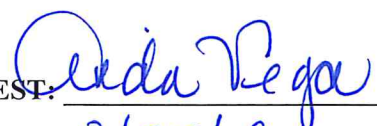
IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals as of the date first affixed above.

  
\_\_\_\_\_  
(Grantee)  
*wcc 10/15/19*

**City of Weslaco**  
**David Suarez**  
**Mayor of Weslaco**

\_\_\_\_\_  
(District)

**Lower Rio Grande Valley Economic**  
**Development District**  
**Ron Garza**  
**Executive Director**

ATTEST:   
\_\_\_\_\_  
DATE: 10/25/19

ATTEST: \_\_\_\_\_  
DATE: \_\_\_\_\_

## PROFESSIONAL SERVICES AGREEMENT

### PART II - SCOPE OF SERVICES

The District shall provide the following scope of services:

1. **Project Management**

- a) Provide assistance to the **City** on preparing application, required forms, documents, attachments, and other required EDA requests prior to project award.
- b) Provide general advice and technical assistance to the **City** on preliminary and final budget, environmental narrative and preliminary engineering report.
- c) Provide the **City** with technical assistance and support on an as needed basis throughout the duration of the EDA project agreement. (*application phase, agreement/plan development phase, bidding phase, construction phase and close-out phase*)
- d) Develop and establish a record keeping and filing system consistent with program guidelines.
- e) Maintenance of filing system.
- f) Provide general advice and technical assistance to the **City** personnel on implementation of the EDA project and regulatory matters pertaining thereto.
- g) Furnish the **City** with necessary forms and procedures required for implementation of the EDA project.
- h) Assist the **City** in meeting all special condition requirements that may be stipulated in the Agreement between the **City** and U. S. Department of Commerce, Economic Development Administration, Southwest Regional Office.
- i) Prepare and submit all project reporting required by EDA regarding Project Number 08-79-05334 , including but not limited to progress reporting, quarterly reporting, and other reporting included in the EDA Project Agreement between the **City** and the U.S. Department of Commerce, Economic Development Administration, Southwest Regional Office.
- j) Establish internal system to document expenditures associated with local administration of the project.
- k) Serve as liaison for the **City** during the implementation and completion of the EDA project with any monitoring visit by staff representatives from EDA or its Southwest Regional Office.

2. **Financial Management**

- a) Assist the **City** by improving its ability to manage and report progress and use of funds from federal sources through the Southwest Regional Office of the EDA for the project identified above.



- b) Assist the *City* in compliance with all EDA rules, regulations, specifications, or other directives pertinent to the identified project.
- c) Prepare and submit all required forms for project fund drawdowns on behalf of the *City*, in order to ensure orderly, timely allocation and disbursement of funds within the period of the project agreement.
- d) Review invoices received for payment and file back-up documentation.
- e) Provide general advice and technical assistance to the *City* personnel on implementation of the EDA project and regulatory matters pertaining thereto.
- f) Assist the *City* in interpreting and complying with established procedures for the EDA project and reporting to the Southwest Regional Office.

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## PROFESSIONAL SERVICES AGREEMENT

### PART III - PAYMENT SCHEDULE

The *City* shall reimburse the District for invoiced grant administration services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

<u>Milestone</u>	<u>% of Contract Fee</u>
• Establishment of recordkeeping system	10%
• Completion of environmental/other Special Conditions	10%
• Completion of all acquisition activities	10%
• Completion of the bid/contract award process	20%
• Financial and progress reporting requirements	10%
• Labor Standards compliance/construction completion	30%
• Filing of all required closeout information	10%
Total	100%

Payment for grant administration services is an eligible expense and was initially included in the *City's* grant application when submitted to EDA for funding.

NOTE: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II – Administrative Scope of Services.

#### Conditions for Payment.

Payment is subject to the satisfaction of the following conditions precedent:

(a) **Representations and Warranties.** The representations and warranties made by the District and any representations and warranties made by the District which are contained in any certificate, document or other statement furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects as of the date of any payment.

(b) **Compliance with Covenants.** District shall be in full compliance with all covenants and agreements imposed upon District under this Agreement.

## PROFESSIONAL SERVICES AGREEMENT

### PART IV - TERMS AND CONDITIONS

1. **Termination of Agreement.** If, through any cause, the District shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the District shall violate any of the covenants, agreements, or stipulations of this Agreement, the **City** shall thereupon have the right to terminate this Agreement by giving written notice to the District of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the **City** as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date.

If the Agreement is terminated by the **City** as provided herein, all finished or unfinished documents, information or reports prepared by the District under this Agreement shall, at the option of the **City**, become its property and the District shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the District shall not be relieved of liability to the **City** for damages sustained by the **City** by virtue of any breach of the Agreement by the District, and the **City** may withhold any payments to the District for the purpose of set-off until such time as the exact amount of damages due the **City** from the District is determined.

2. **Termination for Convenience.** The **City** may terminate this Agreement at any time by giving at least ten (10) day notice in writing to the District. If the Agreement is terminated by the **City** as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the District, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The **City** may request changes in the scope of the services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation which are mutually agreed upon by and between the **City** and the District shall be incorporated in written amendments to this Agreement.
4. **Personnel.**
  - a) The District represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the **City**.
  - b) All services required hereunder will be performed by the District or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c) None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the **City**. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.
5. **Assignment of Agreement.** The District shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the **City** thereto: Provided, however, that claims for money by the District from the **City** under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the **City**.



6. **Reports and Information.** The District, at such times and in such forms as the *City* may require, shall furnish the *City* such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
7. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the District under this Agreement are confidential, and the District agrees that they shall not be made available to any individual or organization without the prior written approval of the *City*.
8. **Compliance with Local Laws.** The District shall comply with applicable laws, ordinances and codes of the State of Texas and its local governments.
9. **Equal Employment Opportunity.** During the performance of this Agreement, the District agrees as follows:
  - a) The District will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the *City* setting forth the provisions of this non-discrimination clause.
  - b) The District will, in all solicitation or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
  - c) The District will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d) The District will include the provisions 9.a, 9.b, and 9.c in every subcontract or purchase order unless exempted.
10. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
11. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
12. **Public Works and Economic Development Act of 1965, as amended:** The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U. S. Department of Commerce, Economic Development Administration. For Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the award to the *City*, Award Number **08-79-05334**, supports the project and effort described herein, which is incorporated into this agreement by reference. Where terms of this agreement differ, the terms of the award shall prevail.

13. **Government Performance and Results Act of 1993 (GPRA) Reporting Requirements – Performance Measures.** The District agrees to report to the *City* on program performance measures and program outcomes in such form and at such intervals as may be prescribed by the EDA, Award Number **08-79-05334**, in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that apply to program activities funded by the Award to the *City* will be provided in a separate GPRA information collection document. EDA will advise the *City* in writing within a reasonable period prior to the time of submission of the reports and in the event that there are any modifications in the performance measures.
14. **Interest of Members of the District.** No member of the governing body of the District and no other officer, employee, or agent of the District who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement and the *City* shall take appropriate steps to assure compliance.
15. **Interest of Other Local Public Officials.** No member of the governing body of the District and no other public official of the District, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the *City* shall take appropriate steps to assure compliance.
16. **Interest of Firm and Employees.** The District covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The District further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
17. **Ability to carry out contractual responsibilities:** The District affirms that it is familiar with the terms of EDA award number **08-79-05334**, and that it has the technical, financial and logistical capability of carrying out its responsibilities under this Agreement.
18. **Right of Inspection.** District will permit the *City* to examine, audit and make and take away copies or reproductions of its books and records at reasonable times and limited in scope to records relevant to or bearing on the Project.
19. **Conditions Precedent.** This Agreement and all obligations hereunder are subject to the conditions that the EDA fully fund the expenditures associated with the Project sufficiently to allow the *City* to meet its obligations to the District hereunder.

## **PROFESSIONAL SERVICES AGREEMENT**

### **PART V – DESIGNATED REPRESENTATIVES**

The following are hereby designated as representatives for the Administrator and Project Parties for purposes of this Agreement, and any notice required by its terms or made necessary pursuant to the performance of the Agreement should be made to the attention of these designated representatives:

#### **City of Weslaco**

David Suarez  
Mayor of Weslaco  
City of Weslaco  
255 South Kansas Avenue  
Weslaco, TX 78596  
(956) 968-3181  
[DAVID.SUAREZ@WESLACOTX.GOV](mailto:DAVID.SUAREZ@WESLACOTX.GOV)

#### **City of Weslaco**

Juan Gonzalez  
City Attorney  
255 South Kansas Avenue  
Weslaco, TX 78596

#### **Lower Rio Grande Valley Development Council**

Ron Garza  
Executive Director  
Blanca Davila  
Community & Economic Development, Assistant Director  
Lower Rio Grande Valley Development Council  
301 W. Railroad Street  
Weslaco, Texas 78596  
(956) 682-3481  
[rongarza@lrgvdc.org](mailto:rongarza@lrgvdc.org)  
[bdavila@lrgvdc.org](mailto:bdavila@lrgvdc.org)

#### **Notices**

All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received.



## PROFESSIONAL SERVICES CONTRACT

### PART I - AGREEMENT

**THIS AGREEMENT**, entered into this 11th day of December, 2019, by and between the Lower Rio Grande Valley Economic Development District, hereinafter called the “**District**,” acting herein by Ron Garza, Executive Director of the District, hereunto duly authorized, and the Brownville Community Improvement Corporation, hereinafter called the “**BCIC**,” acting herein by Osli Josuhe Mejia, Executive Director for the BCIC of Brownsville.

#### WITNESSETH THAT:

**WHEREAS**, the City of Brownsville (the “City”), and the **BCIC** desire to implement **EDA Project Number 08-79-05333**, an Economic Adjustment Assistance project funded by the U. S. Department of Commerce and administered by the Southwest Regional Office of the Economic Development Administration;

**WHEREAS**, the **BCIC** is and will act with authority as the Fiscal Agent for the EDA funded project identified above, and

**WHEREAS**, the City and **BCIC** desire to engage the District to render certain project management, reporting and support services in connection with the oversight of the EDA project.

**NOW THEREFORE**, the parties do mutually agree as follows:

1. **Scope of Services**  
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. **Time of Performance** - The services of the District shall commence on September 23, 2019, contingent upon approval of this Contract by the LRGVEDD Board of Directors at their meeting scheduled for Wednesday, December 11, 2019. All of the services required and performed hereunder shall be completed within the grant period as agreed by both parties.
3. **Access to Information** - It is agreed that all information, data, reports and records and/or other information as is existing, available and necessary for the carrying out of the work outlined above shall be furnished to the District by the **BCIC** and its agents. No charge will be made to the District for such information and the **BCIC** and its agents will cooperate with the District in every way possible to facilitate the performance of the work described in the contract.
4. **Compensation and Method of Payment** – The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed sixty-seven thousand, two hundred sixty-seven dollars and ninety-five cents (\$67,267.95). Payment to the District shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Contract. Should the Project be completed in its entirety prior to the period allowed for its completion, all of the District’s responsibilities and services required under this agreement be fully completed, and all obligations to the EDA are met, full compensation to the District in the amount of sixty-seven thousand, two hundred sixty-seven dollars and ninety-five cents (\$67,267.95) shall be completed at that time. Interim payment to the District shall be upon percentage completion of the scope of work.
5. **Indemnification** – The District shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the **BCIC** and its agents from and against them, and shall assume full responsibility for administering the project identified above.

6. **Miscellaneous Provisions**

- a) This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.
  - b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
  - c) In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
  - d) If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  - e) This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
7. **Warranties and Representations** – District affirms that is familiar with the terms of EDA award number **08-79-05333**, and that it has the organizational, technical, financial and logistical capability and necessary authority for carrying out its responsibilities under this Contract.
8. **Terms and Conditions** - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals as of the date first affixed above.

  
\_\_\_\_\_  
(Grantee)

**Brownsville Community Improvement Corporation**  
**(BCIC)**  
**Osli Josuhe Mejia**  
**Executive Director**

\_\_\_\_\_  
(District)

**Lower Rio Grande Valley Economic**  
**Development District**  
**Ron Garza**  
**Executive Director**

## PROFESSIONAL SERVICES CONTRACT

### PART II - SCOPE OF SERVICES

The District shall provide the following scope of services:

#### 1. **Project Management**

- a) Provide assistance to **BCIC** on preparing application, required forms, documents, attachments, and other required EDA requests prior to project award.
- b) Provide general advice and technical assistance to **BCIC** on preliminary and final budget, environmental narrative and preliminary engineering report.
- c) Provide **BCIC** with technical assistance and support on an as needed basis throughout the duration of the EDA project agreement. (*application phase, agreement/plan development phase, bidding phase, construction phase and close-out phase*)
- d) Develop and establish a record keeping and filing system consistent with program guidelines.
- e) Maintenance of filing system.
- f) Provide general advice and technical assistance to **BCIC** personnel on implementation of the EDA project and regulatory matters pertaining thereto.
- g) Furnish **BCIC** with necessary forms and procedures required for implementation of the EDA project.
- h) Assist **BCIC** in meeting all special condition requirements that may be stipulated in the contract between **BCIC** and U. S. Department of Commerce, Economic Development Administration, Southwest Regional Office.
- i) Prepare and submit all project reporting required by EDA regarding Project Number **08-79-05333**, including but not limited to progress reporting, quarterly reporting, and other reporting included in the EDA Project Agreement between **BCIC** and the U.S. Department of Commerce, Economic Development Administration, Southwest Regional Office.
- j) Establish internal system to document expenditures associated with local administration of the project.
- k) Serve as liaison for **BCIC** during the implementation and completion of the EDA project with any monitoring visit by staff representatives from EDA or its Southwest Regional Office.

#### 2. **Financial Management**

- a) Assist **BCIC** by improving its ability to manage and report progress and use of funds from federal sources through the Southwest Regional Office of the EDA for the project identified above.

- b) Assist **BCIC** in compliance with all EDA rules, regulations, specifications, or other directives pertinent to the identified project.
- c) Prepare and submit all required forms for project fund drawdowns on behalf of **BCIC**, in order to ensure orderly, timely allocation and disbursement of funds within the period of the project agreement.
- d) Review invoices received for payment and file back-up documentation.
- e) Provide general advice and technical assistance to **BCIC** personnel on implementation of the EDA project and regulatory matters pertaining thereto.
- f) Assist **BCIC** in interpreting and complying with established procedures for the EDA project and reporting to the Southwest Regional Office.

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## PROFESSIONAL SERVICES CONTRACT

### PART III - PAYMENT SCHEDULE

Locality shall reimburse the District for grant administration services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

<u>Milestone</u>	<u>% of Contract Fee</u>
• Establishment of recordkeeping system	10%
• Completion of environmental/other Special Conditions	10%
• Completion of all acquisition activities	10%
• Completion of the bid/contract award process	20%
• Financial and progress reporting requirements	10%
• Labor Standards compliance/construction completion	30%
• Filing of all required closeout information	10%
Total	100%

Payment for grant administration services is an eligible expense and was initially included in *BCIC's* grant application when submitted to EDA for funding.

**NOTE: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II – Administrative Scope of Services.**

#### Conditions for Payment.

Payment is subject to the satisfaction of the following conditions precedent:

(a) **Representations and Warranties.** The representations and warranties made by the District and any representations and warranties made by the District which are contained in any certificate, document or other statement furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects as of the date of any payment.

(b) **Compliance with Covenants.** District shall be in full compliance with all covenants and agreements imposed upon District under this contract.



## PROFESSIONAL SERVICES CONTRACT

### PART IV - TERMS AND CONDITIONS

1. **Termination of Contract.** If, through any cause, the District shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if the District shall violate any of the covenants, agreements, or stipulations of this Contract, **BCIC** shall thereupon have the right to terminate this Contract by giving written notice to the District of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by **BCIC** as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date.

If the contract is terminated by **BCIC** as provided herein, all finished or unfinished documents, information or reports prepared by the District under this Contract shall, at the option of **BCIC**, become its property and the District shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the District shall not be relieved of liability to **BCIC** for damages sustained by **BCIC** by virtue of any breach of the Contract by the District, and **BCIC** may withhold any payments to the District for the purpose of set-off until such time as the exact amount of damages due **BCIC** from the District is determined.

2. **Termination for Convenience.** The **BCIC** may terminate this Contract at any time by giving at least ten (10) day notice in writing to the District. If the Contract is terminated by **BCIC** as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the District, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The **BCIC** may request changes in the scope of the services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation which are mutually agreed upon by and between **BCIC** and the District shall be incorporated in written amendments to this Contract.
4. **Personnel.**
  - a) The District represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with **BCIC**.
  - b) All services required hereunder will be performed by the District or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of **BCIC**. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Assignment of Contract.** The District shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of **BCIC** thereto: Provided, however, that claims for money by the District from **BCIC** under this Contract may be assigned to a bank, trust company, or other financial institution without such

- approval. Written notice of any such assignment or transfer shall be furnished promptly to **BCIC**.
6. **Reports and Information.** The District, at such times and in such forms as **BCIC** may require, shall furnish **BCIC** such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
  7. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the District under this contract are confidential, and the District agrees that they shall not be made available to any individual or organization without the prior written approval of **BCIC**.
  8. **Compliance with Local Laws.** The District shall comply with applicable laws, ordinances and codes of the State of Texas and its local governments.
  9. **Equal Employment Opportunity.** During the performance of this Contract, the District agrees as follows:
    - a) The District will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by **BCIC** setting forth the provisions of this non-discrimination clause.
    - b) The District will, in all solicitation or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
    - c) The District will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
    - d) The District will include the provisions 9.1, 9.2, and 9.3 in every subcontract or purchase order unless exempted.
  10. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  11. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
  12. **Public Works and Economic Development Act of 1965, as amended:** The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the U. S. Department of Commerce, Economic Development Administration. For

Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the award to **BCIC**, Award Number **08-79-05333**, supports the project and effort described herein, which is incorporated into this agreement by reference. Where terms of this agreement differ, the terms of the award shall prevail.

13. **Government Performance and Results Act of 1993 (GPRA) Reporting Requirements – Performance Measures.** The District agrees to report to **BCIC** on program performance measures and program outcomes in such form and at such intervals as may be prescribed by the EDA, Award Number **08-79-05333**, in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that apply to program activities funded by the Award to **BCIC** will be provided in a separate GPRA information collection document. EDA will advise **BCIC** in writing within a reasonable period prior to the time of submission of the reports and in the event that there are any modifications in the performance measures.
14. **Interest of Members of the District.** No member of the governing body of the District and no other officer, employee, or agent of the District who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and **BCIC** shall take appropriate steps to assure compliance.
15. **Interest of Other Local Public Officials.** No member of the governing body of the District and no other public official of the District, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and **BCIC** shall take appropriate steps to assure compliance.
16. **Interest of Firm and Employees.** The District covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The District further covenants that in the performance of this Contract, no person having any such interest shall be employed.
17. **Ability to carry out contractual responsibilities:** The District affirms that it is familiar with the terms of EDA award number **08-79-05333**, and that it has the technical, financial and logistical capability of carrying out its responsibilities under this Contract.
18. **Right of Inspection.** District will permit **BCIC** to examine, audit and make and take away copies or reproductions of its books and records at reasonable times and limited in scope to records relevant to or bearing on the Project.
19. **Conditions Precedent.** This contract and all obligations hereunder are subject to the conditions that the EDA fully fund the expenditures associated with the Project sufficiently to allow **BCIC** to meet its obligations to the District hereunder.

## **PROFESSIONAL SERVICES CONTRACT**

### **PART V – DESIGNATED REPRESENTATIVES**

The following are hereby designated as representatives for the Administrator and Project Parties for purposes of this Contract, and any notice required by its terms or made necessary pursuant to the performance of the Contract should be made to the attention of these designated representatives:

#### **Brownsville Community Improvement Corporation**

Osli Josuhe Mejia  
Executive Director  
BCIC  
500 East Charles Street  
Brownsville, TX 78520  
(956) 548-6186  
[jmejia@bcic.us](mailto:jmejia@bcic.us)

#### **City of Brownsville**

Noel Bernal  
City Manager  
City of Brownsville  
1001 E. Elizabeth Street  
Brownsville, TX 78520  
(956) 548-6007  
[noel.bernal@cob.us](mailto:noel.bernal@cob.us)

#### **Lower Rio Grande Valley Development Council**

Ron Garza  
Executive Director  
Blanca Davila  
Community & Economic Development, Assistant Director  
Lower Rio Grande Valley Development Council  
301 W. Railroad Street  
Weslaco, Texas 78596  
(956) 682-3481  
[rongarza@lrgvdc.org](mailto:rongarza@lrgvdc.org)  
[bdavila@lrgvdc.org](mailto:bdavila@lrgvdc.org)

## **Notices**

Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail, or sent by fax or electronic communication as follows:

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by fax shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications shall be effective when received.

# Lower Rio Grande Valley Development Council Board of Directors Meeting

December 11, 2019

## Item #5: Department Reports

### A. Community & Economic Development

#### Program Status Reports:

- Regional Small Cities Coalition

The Regional Small Cities Coalition Meeting (RSCC) was held on Thursday, November 14, 2019 at 11:30 am at the City of Alamo. RGVMPO Executive Director Andrew Canon and TXDOT Engineer Pete Alvarez gave an update to the RSCC on the RGVMPO.

There will be no RSCC meeting in December 2019; the next meeting has been scheduled for Thursday, January 09, 2020 at 11:30 am at the City of Raymondville.

- Explore RGV

Explore RGV has received Certificates of Registration for EXPLORE RGV marks, which registered on November 5, 2019, in International Class 035 for *"promoting recreation and tourism in South Texas."*

Download Explore RGV app at the Apple Store and Google Play or visit [www.goexplorergv.com](http://www.goexplorergv.com). Please follow @goexplorergv on Twitter, Instagram, and Facebook.

- Census 2020

Futuro RGV and LRGVDC co-hosted the 2020 U.S. Census Forum on Monday, November 18, 2019 at the McAllen Convention Center Ballroom. Mr. Timothy Olsen, Associate Director Field Operations, U. S. Census Bureau was the Keynote Speaker along with a panel lead by RGV Community Leaders.

- HUD Disaster Recovery Housing Program

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

- **Solid Waste Management Program**

The Solid Waste Advisory Committee (SWAC) met on Thursday, November 7, 2019 at 10:00 am at the LRGVDC Main Campus in Weslaco. Funding limits on Solid Waste Applications were determined, recommendations were made to the Request for Application (RFA), and the selection of Subcommittee members were made to review FY 2020- 2021 Solid Waste Applications. The Solid Waste grant will open January 6, 2020 at 12:00 pm and will close on February 14, 2020 at 12:00 pm. The RFA, Solid Waste Application, and Workshop information will be posted on the LRGVDC website.

The next meeting for the Solid Waste Advisory committee will be in March 2020 at the LRGVDC Ken Jones Board Room.

Staff continues to provide technical assistance and outreach and continues to monitor all Solid Waste Management Projects. All information pertaining to the Solid Waste Program is available at [www.lrgvdc.org/solidwaste.html](http://www.lrgvdc.org/solidwaste.html)

- **Water Quality Program**

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

- **Regional Water Resource Advisory Committee**

On November 13 the Texas General Land Office hosted a Q&A discussion on 2015-2016 storms and the Texas Flood Mitigation Allocation Funding at the LRGVDC Offices. The purpose of the meeting was to notify the public of the Mitigation Allocations available for the floods and the eligibility criteria for funding awards. More information to come for discussion on 2018 Floods – Disaster Recovery Grant Program.

The next meeting for the RWRAC is scheduled for Wednesday, January 8, 2020 at 2:00 pm at the LRGVDC Main Campus in Weslaco.

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

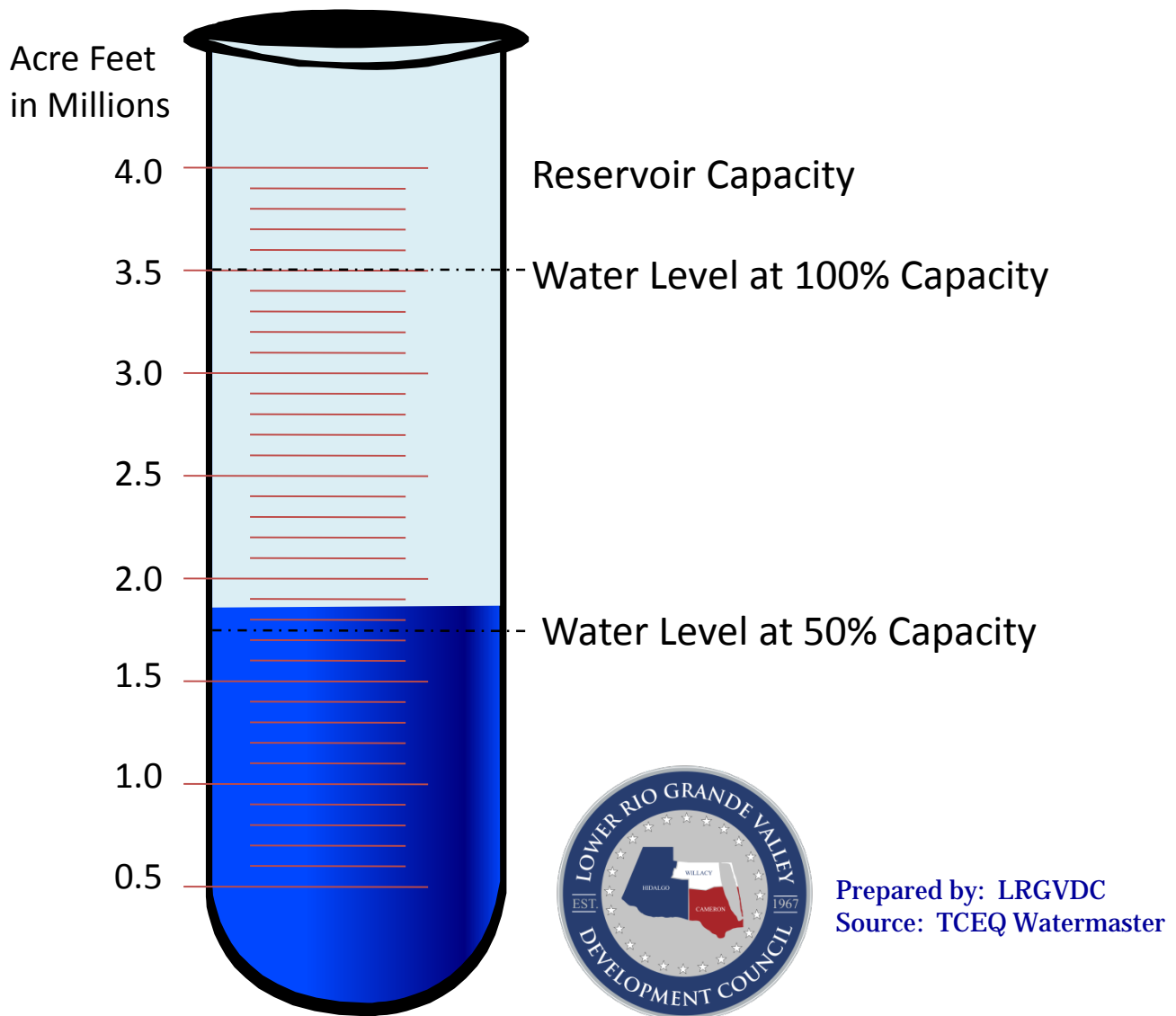
The next meeting of the Region M Group is scheduled for Wednesday, December 18, 2019 at 10:30 am. Please visit the Region M Website at [www.riograndewaterplan.org](http://www.riograndewaterplan.org) for updates on the 2021 Regional Water Plan and other Rio Grande Regional Water Planning Group activities.

- **Reservoir Levels**

On November 30, 2019, the U.S. combined ownership at Amistad/Falcon stood at 55.07% of normal conservation capacity, impounding 1,867,876 acre-feet, down from 61.83% (2,097,307 AF) of normal conservation a year ago. Overall the system is holding 38.37% of normal conservation capacity, impounding 2,272,420 acre-feet with Amistad at 50.44% of conservation capacity, impounding 1,652,227 acre-feet and Falcon at 23.43% of conservation capacity, impounding 620,193 acre-feet. Mexico has 15.99% of normal conservation capacity, impounding 404,544 acre-feet at Amistad/Falcon.

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

**11/30/2019, 55.07% of Capacity or 1,867,876 AF**  
down from 2,097,07 AF of Normal Conservation a year ago



**NOTE: Mexico Ownership/Reservoir Capacity for  
November 30, 2019: 15.99% (404,544) A.F.**



# Rio Grande Watermaster Report

11/30/19

## Amistad

Normal Conservation Elevation	340.462	Meters	1,117.00 Feet	
Water Elevation	330.845	Meters	1,085.45 Feet	-31.55
Total Normal Conservation Capacity	4,040,325	TCM	3,275,532 Acre-Feet	
Total Combined Storage	2,038,000	TCM	1,652,227 Acre-Feet	50.44%
US Share of Current Storage	1,700,000	TCM	1,378,207 Acre-Feet	83.42%
Mexico share of Current Storage	338,000	TCM	274,020 Acre-Feet	16.58%
TOTAL RELEASES AVG	30.80	CMS	1,088 CFS	
US Release AVG	27.30	CMS	964 CFS	88.64%
Mexico Release AVG	3.50	CMS	124 CFS	11.36%
TOTAL INFLOWS AVG	54.00	CMS	1,907 CFS	
US Inflows AVG	35.60	CMS	1,257 CFS	
Mexico Inflows AVG	18.40	CMS	650 CFS	
US Reservoir Loss	8.45	CMS	298 CFS	

## Falcon

Normal Conservation Elevation	91.805	Meters	301.20 Feet	
Water Elevation	80.950	Meters	265.58 Feet	-35.61
Total Normal Conservation Capacity	3,264,813	TCM	2,646,817 Acre-Feet	
Total Combined Storage	765,000	TCM	620,193 Acre-Feet	23.43%
US Share of Current Storage	604,000	TCM	489,669 Acre-Feet	78.95%
Mexico share of Current Storage	161,000	TCM	130,524 Acre-Feet	21.05%
Total Releases AVG	25.20	CMS	890 CFS	
US Release AVG	15.00	CMS	530 CFS	59.52%
Mexico Release AVG	10.20	CMS	360 CFS	40.48%
TOTAL INFLOWS AVG	37.20	CMS	1,314 CFS	
US Inflows AVG	32.10	CMS	1,134 CFS	
Mexico Inflows AVG	5.10	CMS	180 CFS	
US Reservoir Loss	2.72	CMS	96 CFS	

## Overall Status

Normal Conservation Capacity - <b>Amistad</b>	4,040,325	TCM	3,275,532 Acre-Feet	
US Share of Amistad Normal Conservation	2,270,663	TCM	1,840,849 Acre-Feet	
Current US share of Normal Conservation	1,700,000	TCM	1,378,207 Acre-Feet	74.87%
Normal Conservation Capacity - <b>Falcon</b>	3,264,813	TCM	2,646,817 Acre-Feet	
US Share of Falcon Normal Conservation	1,913,180	TCM	1,551,034 Acre-Feet	
Current US share of Normal Conservation	604,000	TCM	489,669 Acre-Feet	31.57%
Normal Capacity - Amistad/Falcon System	7,305,138	TCM	5,922,348 Acre-Feet	
Normal Conservation Capacity - US	4,183,843	TCM	3,391,883 Acre-Feet	57.27%
Normal Conservation Capacity - Mexico	3,121,295	TCM	2,530,466 Acre-Feet	42.73%
Current Storage US	2,304,000	TCM	1,867,876 Acre-Feet	55.07%
Current Storage Mexico	499,000	TCM	404,544 Acre-Feet	15.99%
Current Storage - Amistad - Falcon System	2,803,000	TCM	2,272,420 Acre-Feet	
Percent of Storage Capacity	38.37%		38.37%	

**ITEM #5. B.**

**HEALTH  
&  
HUMAN SERVICES**

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

Wednesday, December 11, 2019

**Item #5: Department Reports**

**B. Health & Human Services**

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

- **Medicare Open Enrollment**

Benefit Counselors have completed open enrollment for Medicare Part D and Medicare Advantage Plans. Events were held across the Valley assisting seniors to select the best plans to meet their needs. All those assisted are Medicare beneficiaries on basic Medicare and those on Medicare Advantage Plans.

- **Opioid Awareness and Prevention Project**

The Area Agency on Aging has brought in staff to work on this project the purpose of which is to implement programming to address the opioids crisis with older adults in our area. The project requires 1,161 individuals to receive medication management reviews and another 100 individuals to receive Evidence Based Intervention services over a three-year period addressing pain management.

**ITEM #5. C.**

**PUBLIC SAFETY**

Lower Rio Grande Valley Development Council  
Board of Directors Meeting

Wednesday, December 11, 2019

Item #5: Department Reports

C. Public Safety

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

1. Consideration and **ACTION** to Approve Revisions to LRGVDC 9-1-1 Regional Advisory Committee Bylaws and Committee Name Change

Staff and the 9-1-1 Bylaws subcommittee convened in September to review the bylaws and make revisions. Subsequently, the 9-1-1 RAC convened on November 18 to review the committee structure and bylaws. Due to revisions and requirements from the Office of the Governor, changes were made to the bylaws content. A copy of the draft is available for review on the next page.

In addition, the committee recommends approval to change its name from the "*LRGVDC 9-1-1 Regional Advisory Committee*" to the "**LRGVDC 9-1-1 Emergency Communications Advisory Committee**" (**LRGVDC 9-1-1 ECAC**).

**Lower Rio Grande Valley Development Council  
9-1-1 Emergency Communications Advisory Committee  
Bylaws**

**Article I: Name, Purpose, Responsibilities**

**DRAFT**

The name of the Committee shall be the Lower Rio Grande Valley Development Council (LRGVDC) 9-1-1 Emergency Communications Advisory Committee (LRGVDC 9-1-1 ECAC).

The LRGVDC 9-1-1 ECAC serves the local governments in Hidalgo and Willacy County within Regional Planning Commission (RPC) - Region 21. The primary purpose and responsibilities shall be to carry out essential governmental functions, including but not limited to providing direction and action of the implementation and operations of the regional emergency communications 9-1-1 system in accordance with HB 9-1-1 (article 1432f) and any further legislation directly affecting the Emergency Communications/9-1-1 Strategic Plan.

Subject to LRGVDC Board of Directors specifying otherwise and pursuant to Chapter 772, Health and Safety Code, LRGVDC 9-1-1 ECAC's specific responsibilities are:

- a) To provide recommendation to local governments and the LRGVDC Board of Directors on issues affecting local government interests in the emergency communications 9-1-1 system.
- b) To advise LRGVDC's member cities, counties, and special districts, directly or through the LRGVDC Board of Directors, on matters within their jurisdiction pertaining to 9-1-1 services and all other matters related to emergency communications.
- c) To maintain a continuous planning program to identify regional issues and determine the region's needs by analyzing existing systems and available resources and establish goals and priorities.
- d) To assist in identifying and conducting training workshops.
- e) Appointing technical advisory committees.

All operations of the 9-1-1 ECAC shall be managed by the LRGVDC Executive Director and other employees as assigned by the director.

**Article II: Membership**

The 9-1-1 ECAC is composed of 16 member Public Safety Answering Points (PSAPs) as appointed by the LRGVDC Board of Directors. PSAPs shall be appointed members based upon the following criteria.

- a) Member PSAPs from Hidalgo County 15 PSAP Representatives  
Member PSAPs from Willacy County 1 PSAP Representative(s)
- b) A LRGVDC Emergency Communications/9-1-1 (ECOMMS/9-1-1) Division staff member, designated by the Executive Director shall serve as ECOMMS/9-1-1 liaison and shall attend each 9-1-1 ECAC meeting.
- c) The 16 member PSAPs, which are members currently of the 9-1-1 ECAC (having qualified under existing criteria) shall remain as "permanent" members of the 9-1-1 ECAC, so long as they remain eligible pursuant to these Bylaws, ECOMMS/9-1-1 and CSEC requirements.
- d) Upon a vacancy, as described hereunder, the jurisdictions within the affected county shall appoint a replacement candidate. Thereafter, the proposed candidate must be confirmed by a simple majority of all committee members.

- e) LRGVDC Board Directors and Executive Director may serve as an e-officio (non-voting member) of advisory committee as a participatory member not eligible to score, rank, or advocate for specific project and/or funding awards.

The LRGVDC 9-1-1 ECAC shall consist of:

1. City of Alamo
2. City of Alton
3. City of Donna
4. City of Edinburg
5. City of Elsa
6. City of Hidalgo
7. City of La Joya
8. City of McAllen
9. City of Mercedes
10. City of Mission
11. City of Palmview
12. City of Pharr
13. City of Raymondville
14. City of San Juan
15. City of Weslaco
16. County of Hidalgo

### **Article III. Appointments and Qualifications**

The membership may have a multi-disciplinary (LE, FD, EMS) representation of members from the region. Member PSAP shall designate one or more individuals to exercise the member's voting and other privileges on the committee. Such individual shall be an employee of the member jurisdiction or PSAP. Each member jurisdiction/PSAP shall appoint a primary representative and up to three alternative representatives to represent it on the committee. Appointments to the LRGVDC 9-1-1 ECAC shall be submitted in writing on agency official correspondence and by an Authorized Official and submitted to the committee by a duly authorized representative of the member jurisdiction/PSAP.

The designation may be changed from time to time by the member jurisdiction/PSAP by submitting an amended written designation. No person other than the persons so designated shall be eligible to exercise voting or other privileges for the member.

### **Article IV. Membership Terms**

- a) The membership term shall be two (2) years by the LRGVDC Board of Directors.
- b) A member may be reappointed by the LRGVDC Board of Directors.
- c) In the case of a vacancy, the LRGVDC Board of Directors shall appoint a replacement to serve for the remainder of the unexpired term.
- d) A member may be removed for good cause at any time by the LRGVDC Board of Directors.

### **Article V. Removal Resignation and Disqualification**

All members shall make a good faith effort to attend all LRGVDC 9-1-1 ECAC Meetings or shall designate the alternate to act on his/her behalf at any scheduled meeting. A record of attendance shall be kept of all meetings and shall be reviewed annually for good attendance and participation. The appointing authority shall be notified of attendance for appropriate action.

### **Article VI. Vacancies & Attendance**

- a. Vacancies shall exist upon the death, removal, resignation or disqualification of any member. Vacancies shall be filled in the manner described in Article IV, Section Three
- b. Member jurisdictions/PSAPs shall be responsible for ensuring that the member's designated representative attends all meetings.
- c. Attendance records documenting member absences will be maintained by the LRGVDC ECOMMS/9-1-1 liaison. If none of the representatives designated by a member is able to attend a scheduled meeting, notification must be provided to the ECOMMS/9-1-1 liaison prior to the meeting.
- d. A member jurisdiction/PSAP is expected to attend all regular and special meetings. A member jurisdiction failing to attend at least 50% of the meetings during a calendar year shall be automatically removed from the Committee. The member will be notified in writing of such removal.
- e. Members so removed may appeal in writing to the LRGVDC Board of Directors within two (2) weeks of the date of notification. Appeals will be handled in a timely manner and the member will be notified in writing of the decision.

### **Article VII: Elections**

The LRGVDC 9-1-1 ECAC shall hold election in August of every odd year.

#### **Election**

- a) The LRGVDC 9-1-1 ECAC shall elect a Chair and Vice-Chair from among the primary representatives designated by the member jurisdictions or PSAPs. Election of a Chair and Vice-Chair will occur at the initial meeting of the Advisory Committee and, thereafter, at the first meeting of the calendar year. Only the individual elected by the committee shall be eligible to carry out the functions of the office to which that person is elected, i.e., alternative representatives from the same member jurisdiction do not serve in the officer's absence.

#### **Term**

- a) Officers serve one-year terms beginning on the date of election. Upon committee and LRGVDC Board of Directors approval, Officers may serve a maximum of three (3) consecutive terms.

#### **Duties**

- a) The Chair presides at the meetings and shall have full voting privileges.
- b) The Vice-Chair performs the Chair's duties in the absence of the Chair. In the event that both the Chair and Vice-Chair are absent from a meeting, the committee shall select a temporary chair from among those board members present at the meeting, who shall preside at the meeting.

#### **Other Officers**

The committee may elect other Officers from time to time to carry out its responsibilities. This may be done by a simple majority vote of the members at any regularly scheduled meeting where a quorum is present.

### **Article VIII: Officers**

The LRGVDC 9-1-1 ECAC shall elect a Chair and a Vice Chair from its membership to serve (1) one-year term. Officers shall be eligible for re-election. Terms of office shall be for a period of (3) three years following election or appointment. The Chair shall preside at the meetings, appoint task forces or sub-committees as necessary, and shall represent the committee. In the absence of the Chair, the Vice Chair shall perform the duties of the Chair.



### **Article IX: Voting**

The voting procedures for the LRGVDC 9-1-1 ECAC shall be as follows:

- a. Each member or alternate on the committee, with the exception of the Chair, shall have one (1) vote.
- b. The Chair votes only in the case of a tie.
- c. Committee members or alternates shall not vote if they or the PSAP have a vested interest in the matter.
- d. The member present will represent its jurisdiction/PSAP and shall assume the authority of its jurisdiction/PSAP and vote on action items as presented on the agenda.

### **Article X: Meetings**

a. **Regular Meetings**

The LRGVDC 9-1-1 ECAC shall schedule meetings to occur as needed, but not less than quarterly, time and place specified by the LRGVDC Board of Directors, the LRGVDC ECOMMS/9-1-1 liaison or the LRGVDC 9-1-1 ECAC as a whole.

Written notice, including an agenda for each regular meeting shall be prepared by the LRGVDC ECOMMS/9-1-1 liaison and electronically transmitted to each member at least five (5) business days before the meeting date provided, however, if the notice is not provided within the time indicated here, and a quorum of members are present at the meeting, such meeting may proceed and the defect in notice shall not affect the validity of any action taken at such meeting.

In an emergency or public necessity, as determined by the Chair and Vice Chair, may conduct telephone and videoconference calls to conduct meetings. These meetings must be set up to provide live two-way communication during the entire conference call and the identity of each member must be clearly stated prior to speaking.

b. **Special Meetings**

The committee shall meet specially if called upon by the LRGVDC Board of Directors, the LRGVDC ECOMMS/9-1-1 liaison, the Chair or requested in writing by at least one third 1/3 of the membership, excluding vacancies, of the committee.

A request by the membership for a special meeting must be in writing, addressed to the Chair and LRGVDC ECOMMS/9-1-1 liaison, and describe the purpose or purposes of the meeting. Only that business reasonably related to the purposes described in the request may be conducted at a special meeting.

When possible, notice of any special meeting shall be given at least 72 hours prior to the special meeting.

c. **Quorum**

A majority of the total voting members, excluding vacancies, constitutes a quorum for conducting LRGVDC 9-1-1 ECAC business.

A majority vote of the members present at a meeting at which a quorum is present is necessary for action by the committee. During a meeting at which a quorum has been established, and then subsequently lost due to members leaving, all remaining business items requiring a committee vote or action must be postponed until the next scheduled meeting at which a quorum is established. Should a member leave a meeting, it will constitute as an absence.

An LRGVDC 9-1-1 ECAC member may not transfer voting rights by proxy to another jurisdiction or PSAP.

d. Professional Conduct

LRGVDC 9-1-1 ECAC members should maintain objectivity and professionalism when carrying out business of the committee. In the event a member acts in a manner which brings the work of the committee into question or controversy, it shall be the responsibility of the LRGVDC Board of Directors to address the incident with the appointing member of the LRGVDC Board of Directors.

**Article XI – Ad Hoc Committees**

- a. Ad hoc committees may be appointed by the Chair with the approval of the LRGVDC 9-1-1 ECAC and shall serve for special purposes to comply with special needs.
- b. Membership on ad hoc committees shall be established to achieve the purpose for which the committee was created.
- c. The method for calling ad hoc committee meetings shall be the same as that for calling LRGVDC 9-1-1 ECAC meetings or at the discretion of the ad hoc committee membership to discharge their responsibility.
- d. Chairs of the ad hoc committees shall be appointed by the Chair of the LRGVDC 9-1-1 ECAC.

**XII. Parliamentary Procedures, Open Meetings and Records**

Except where these bylaws require otherwise, Robert's Rules of Order shall govern the conduct of LRGVDC 9-1-1 ECAC meetings in the event of any dispute regarding the conduct of business.

All regular meetings of the LRGVDC 9-1-1 ECAC shall be open to the public. Minutes of the meetings, documents distributed, and other records are the property of the LRGVDC. The LRGVDC ECOMMS/9-1-1 liaison shall keep the tape recordings of all meetings produced by the Secretary for a period of ninety (90) days after each meeting; print copies of summary minutes for each meeting shall be permanently maintained on file. These materials are available for public view, at the LRGVDC ECOMMS/9-1-1 offices, upon receipt of a written request by the interested party.

When specifically authorized by a majority of the membership, the committee may conduct business via conference call and/or electronic transmissions, with any actions taken by the committee being placed on the next regularly scheduled meeting for ratification by the LRGVDC 9-1-1 ECAC.

**Article XIII: Administrative Support**

The staff of the LRGVDC ECOMMS/9-1-1 Division shall serve as Administrative Support to the committee and shall be responsible for the scheduling of meetings, the development of agendas, meeting notices, preparation of appropriate presentations at such meeting, and maintenance of Committee minutes and other records. The LRGVDC ECOMMS/9-1-1 Division staff will provide day to day administrative functions necessary to implement and operate the Regional Emergency Communications/9-1-1 system.

**Article XIV - Amendments**

- a. By LRGVDC Board of Directors  
The LRGVDC Board of Directors may amend these bylaws at a regular or special meeting. The written text of a proposed amendment must be included with the notice of the meeting at which the amendment will be considered.

b. By LRGVDC 9-1-1 ECAC

The Committee may recommend amendments to these bylaws by a vote of two-thirds of its membership at a regular or special meeting. The written text of a proposed amendment must be included with the notice of the meeting at which the amendment will be considered. A recommendation for amendment adopted by the Committee is not effective unless approved by the LRGVDC Board of Directors.

c. By LRGVDC ECOMMS/9-1-1 Liaison or Staff

Pursuant to state guidelines and requirements, the LRGVDC may amend these bylaws at a regular or special meeting. The written text of a proposed amendment must be included with the notice of the meeting at which the amendment will be considered.

**XV. Effective Date**

An Amendment to the bylaws takes effect when approved by the LRGVDC Board of Directors unless the amendment specifies a later effective date. Copies of amended bylaws will be distributed to Committee members by the Committee liaison.

*NOTE: these bylaws shall be in effect as of January 1, 2020 with the approval of the LRGVDC Board of Directors.*

**Bylaws History**

Adopted ??

Amendment and/or Revised – 09.13.2019

Lower Rio Grande Valley Development Council  
Board of Directors Meeting

Wednesday, December 11, 2019

Item #5: Department Reports

C. Public Safety

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

2. Consideration and **ACTION** to Nominate an LRGVDC Board Director to Serve as Ex-Officio Liaison Member to the Criminal Justice Advisory Committee (CJAC).

The Criminal Justice Advisory Committee (CJAC) bylaws indicate the option for a current LRGVDC Board Director to be appointed as an Ex-Officio (Non-Voting) member to this advisory committee.

Appointed Ex-Officio Liaison is an optional appointment and would not count towards quorum requirement.

Lower Rio Grande Valley Development Council  
Board of Directors Meeting

Wednesday, December 11, 2019

Item #5: Department Reports

C. Public Safety

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

3. Consideration and **ACTION** to Approve the Homeland Security Advisory Committee's (HSAC) Scoresheet and Updates to the Policy Manual for FY 2020-21 HSGD Funding Cycle

The HSAC convened on December 6 to review and update the Application Scoresheet and Policy Manual for the FY 2020-21 funding cycle. These documents were developed by staff to provide the HSAC with scoring parameters and guidance for grantees applying for funding.

Lower Rio Grande Valley Development Council  
Board of Directors Meeting

Wednesday, December 11, 2019

Item #5: Department Reports

C. Public Safety

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

4. Consideration and **ACTION** to Approve the Regional Animal Care Coalition (RACC) recommendation for Officers

The RACC convened on October 4 to consider nominations for coalition officers.  
The nominees are:

Chair, Mr. Eddie Olivarez, Hidalgo County Health and Human Services

Vice Chair, Mr. Gustavo Olivarez, Cameron County Health and Human Services

# Lower Rio Grande Valley Development Council Board of Directors Meeting

Wednesday, December 11, 2019

## Item #5: Department Reports

### C. Public Safety

#### 9-1-1/Emergency Communications Status Report

- **Location Validation Program**  
Staff continues routinely issuing 9-1-1 physical addresses and addressing new subdivisions for Hidalgo and Willacy Counties.
- **Database Program**  
Database staff continues with its routine on updating the 9-1-1 database and reviewing inside city plats making sure address points are in map. The month of November, over 250 address request calls were received which resulted in 230 address tickets for 9-1-1 physical addresses.
- **Mapping Program**  
Mapping GIS team continues its daily work, mapping all of our address tickets, why maintaining data quality. Two of our GIS staff were in an ArcGIS enterprise training to learn how to configure and optimize our enterprise GIS system.
- **System and Public Safety Answering Point (PSAP) Operations**  
Systems team has completed its quarterly report to CSEC to ensure compliance with state standards in performance measures. We continue to monitor the 9-1-1 Network and focus on improvements to help progress with Next Gen 9-1-1.
- **Public Education /Training Program**  
Public Education is an ongoing priority for the 9-1-1/Emergency Communications Division. Staff continues to reach out to communities to educate residents. This month staff participated in several Red Ribbon Week events and at the “Prepared Not Scared” Community Development initiative. We are currently preparing for the annual Weslaco Christmas Parade and planning for the upcoming new year.

**Event Request Notice:** All event requests must be submitted through our online system. This “*Online Request Form*” must be submitted 14 business days prior to the event. All fields must be populated, and the event flier must be uploaded. To view the online system, visit our website: [www.lrgvdc911.org](http://www.lrgvdc911.org) and select the “*Event Request*” tab. Once the event has been submitted an ECOMMS staff member will receive the notification and approve or deny the event based on availability.

## Pubpublic Education Event Pictures



Red Ribbon Week



Prepared Not Scared



# Lower Rio Grande Valley Development Council Board of Directors Meeting

Wednesday, December 11, 2019

## Item #5: Department Reports

### C. Public Safety

#### Homeland Security Program

- A mandatory grant workshop for the FY2020-21 LETPA/SHSP Grants is scheduled for January 14 & 16, 2020 at the LRGVDC Main Office. Attendance of at least one workshop is mandatory. Failure to attend a workshop will result in an ineligible application, no exceptions.
- A new requirement this year for grantees is the Nationwide Cybersecurity Review (NCSR) which is a self-assessment designed to measure cybersecurity gaps and capabilities of state and local programs. As of 12/2/19, 2 out of the 8 agencies in our region that received FY2019-20 HSGD grants have not complied.
- As part of planning requirements, staff is now submitting special events to HSIN (Homeland Security Information Network). Staff notified all Emergency Management Coordinators of the new change. All EMCs have been asked to report special events in their jurisdictions; the collection of this information will be a factor in determining future regional allocations.
- Staff participated at the HazMat Tabletop Exercise on October 24 at the Port of Brownsville. The exercise was conducted by the Cameron County LEPC (Local Emergency Planning Committee).
- Staff conducted a presentation for students enrolled in the SOCI 6331-Disaster and Society course. This class is part of the Disaster Studies MA Program. Staff covered Disasters in the RGV and the Impacts, the National Preparedness Framework, and the role of the LRGVDC in the region.
- Staff attended the G-205 Recovery from Disaster: The Local Government Role training which was hosted by the City of South Padre Island on November 14-15, 2019.
- The RGV-Emergency Alliance Training Board kicked off its Fire Academy #51 on October 28 and 11 cadets are enrolled.

#### Regional Animal Care Coalition

- The RACC convened on October 24<sup>th</sup>. The main objective of the committee on this day was to nominate the Chair and Vice-Chair. Another item that was reviewed was the committee's by-laws and structure. One of the main responsibilities of this committee will be to make good recommendations to the cities on the overpopulation of animals in the RGV.

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

**Wednesday, December 11, 2019**

**Item #5: Department Reports**

**C. Public Safety**

**Regional Police Academy Status Report**

- **Report on the 199<sup>th</sup> Basic Peace Officer Course**  
The 199<sup>th</sup> Basic Peace Officer Course graduated 26 Cadets on October 30, 2019. 25 of the 26 Cadets have passed the TCOLE Licensing Exam as on 12/2/2019.
- **Community Out-Reach**  
Regional Police Academy conducted a presentation at the Harlingen CISD Keys Academy November 19, 2019. This presentation consisted of the basic enrollment criteria for entrance into the Basic Peace Officer Course.
- **Report on the 201<sup>st</sup> Basic Peace Officer Course**  
The 201<sup>st</sup> Basic Peace Officer Course continues to progress and is scheduled to graduate in the first week of February 2020.
- **The revised Basic Peace Officer Curriculum has been released. The Regional Police Academy is currently developing the materials to accompany the new curriculum and anticipates the upcoming night academy (January 2020) will begin with the updated material.**
- **The Academy Pass Rate for the 2019 Fiscal Year is reported at 97.53%. This is up from 85.33% in FY 17 and 96.26% in FY 18. This is an overall increase of 12.2% in Cadets passing the TCOLE Licensing Exam on their first attempt. Supporting statistical data is on the following page.**

## Academy Pass Rate Previous 3 Fiscal Years

### Lower Rio Grande Valley Academy - 511481

	Num. Rosters	Num. Students	Attempted	Passed on 1st Attempt	Passed	% Passed on 1st Attempt
Peace Officer License						
FY 2017	4	75	75	64	74	85.333
FY 2018	11	159	159	153	159	96.226
FY 2019	7	81	81	79	81	97.531
Totals/Average	22	315	315	296	314	93.968

**ITEM #5. D.**

**TRANSPORTATION**

Lower Rio Grande Valley Development Council  
Board of Directors Meeting

Wednesday, December 11, 2019

Item #5: Department Reports

D. Transportation

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

- Ridership Report

Both the rural and urban transit systems are in operation and all systems are monitored daily. For the month of October 2019, ridership for the urban system, which operates Monday through Saturday in the urban areas of Cameron, Hidalgo, and Starr Counties has been averaging **11,388** 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 **3,790** passengers per week for the month of October.

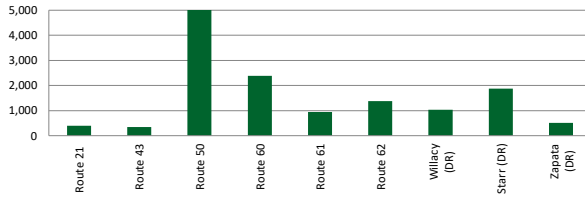
- Regional Transportation Advisory Panel (RTAP) Activity

The RTAP met in October to discuss regional planning and service coordination. The RTAP will meet again on January 30, 2020.

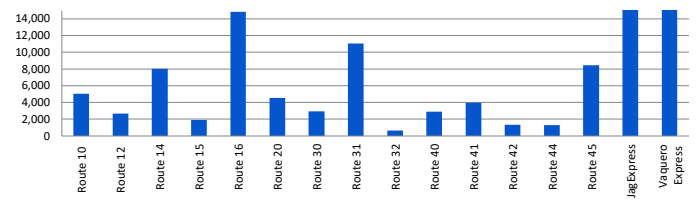


**LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL**  
**Valley Metro Service Summary**  
**FY 2020 October**

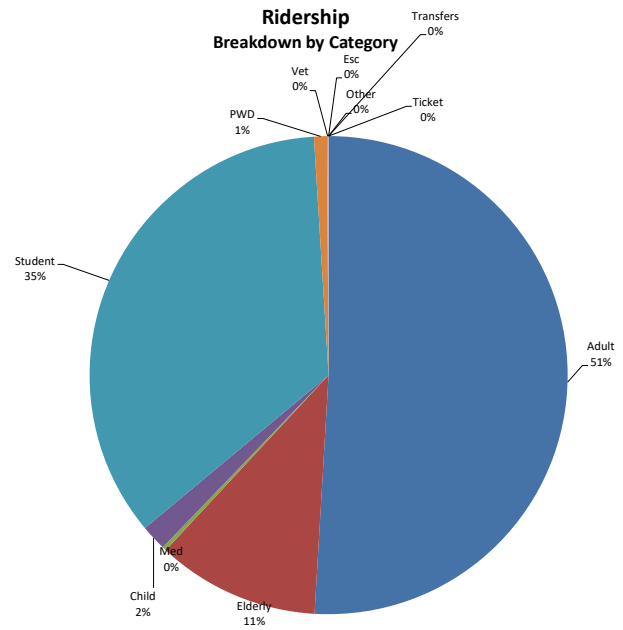
**RURAL**  
**Ridership by Route**



**URBAN**  
**Ridership by Route**



	Route	Total Passenger Trips	Route Activity	Area(s) Served
<b>RURAL</b>	Route 21	395	0%	Sullivan City, West Hidalgo County
	Route 43	346	0%	South Cameron County
	Route 50	10,229	5%	Brownsville, Port Isabel
	Route 60	2,380	1%	Roma, Rio Grande City
	Route 61	942	0%	Rio Grande City
	Route 62	1,383	1%	Rio Grande City
	Willacy (DR)	1,039	1%	Willacy County
	Starr (DR)	1,881	1%	Starr County
	Zapata (DR)	519	0%	Zapata County
<b>URBAN</b>	Metro Express	10,165	5%	Rio Grande Valley
	Route 10	5,037	3%	Edinburg
	Route 12	2,644	1%	Edcouch, Elsa, Edinburg
	Route 14	8,031	4%	Edinburg
	Route 15	1,907	1%	Edinburg
	Route 16	14,838	8%	Edinburg
	Route 20	4,530	2%	Mission
	Route 30	2,927	2%	Pharr, San Juan
	Route 31	11,044	6%	Hidalgo County
	Route 32	620	0%	Donna
	Route 40	2,883	1%	Harlingen
	Route 41	3,972	2%	Harlingen
	Route 42	1,341	1%	San Benito
	Route 44	1,292	1%	Primera, La Feria, Santa Rosa
	Route 45	8,438	4%	Cameron County
	JagExpress	18,996	11%	Weslaco, Pharr, McAllen
	Vaquero Express	72,326	38%	Edinburg
	Hidalgo	84	0%	City of Hidalgo
<b>TOTAL</b>		<b>190,189</b>	<b>100%</b>	



FY 2019 Sept-October  
170,370

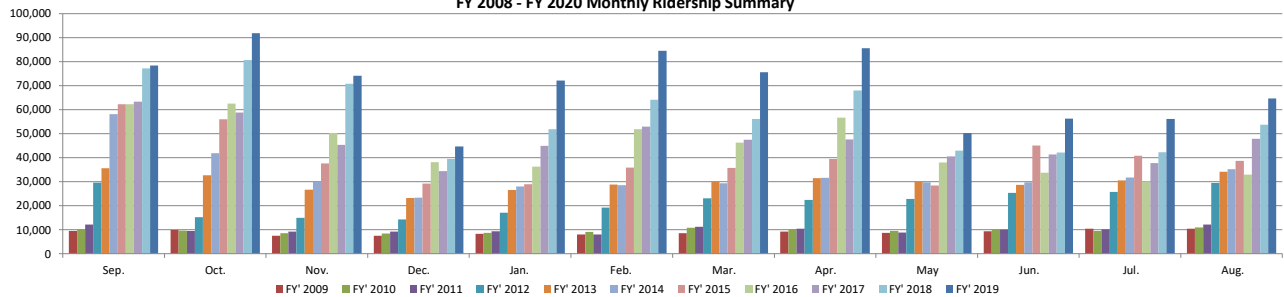
**YEAR TO DATE RIDERSHIP REPORT**  
 FY 2020 October  
190,189

DIFFERENCE  
19,819

% DIFFERENCE  
12%

\* 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	37,719	56,278	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	98,260											190,189	19,819	12%
Monthly Change from Previous FY	13,489	6,330											19,819		
% Change	17%	7%											12%		

**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

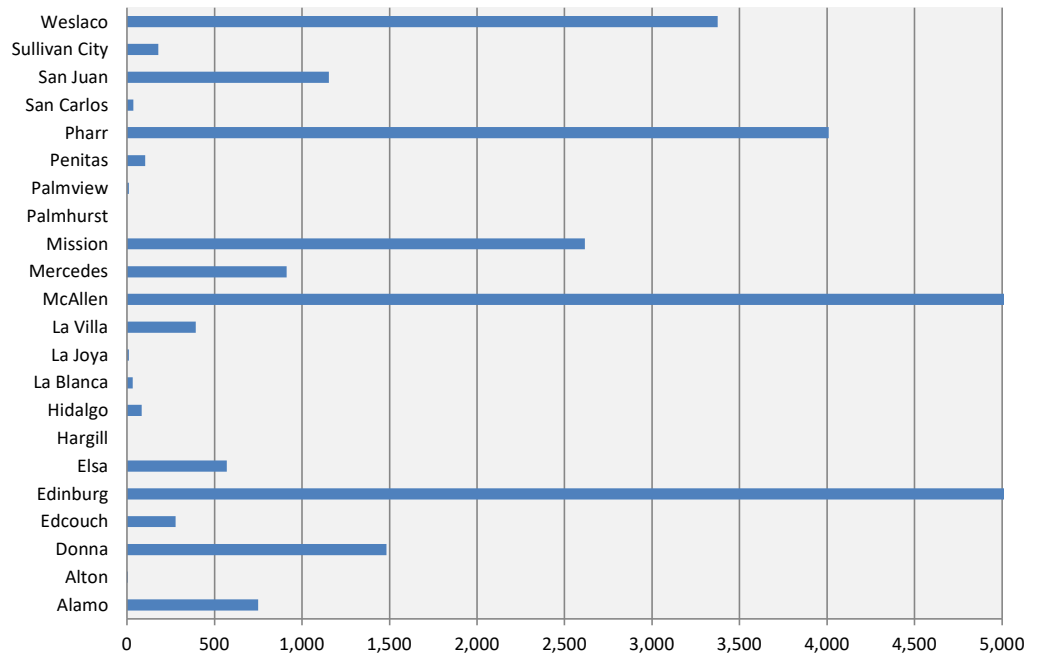
\*2018 Texas Transit Statistics Preliminary Report

## Distribution of Ridership

### Hidalgo County

Alamo	750
Alton	6
Donna	1,483
Edcouch	277
Edinburg	100,703
Elsa	571
Hargill	0
Hidalgo	84
La Blanca	32
La Joya	11
La Villa	392
McAllen	28,909
Mercedes	913
Mission	2,616
Palmhurst	0
Palmview	11
Penitas	104
Pharr	4,009
San Carlos	37
San Juan	1,154
Sullivan City	179
Weslaco	3,375
<b>Total</b>	<b>145,616</b>

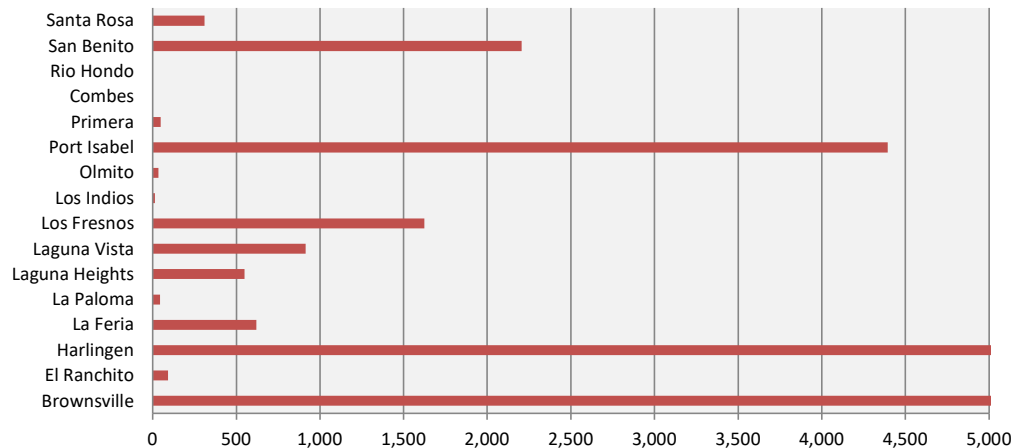
### Hidalgo County by Cities



### Cameron County

Brownsville	13,671
El Ranchito	92
Harlingen	11,913
La Feria	619
La Paloma	43
Laguna Heights	548
Laguna Vista	915
Los Fresnos	1,624
Los Indios	13
Olmito	34
Port Isabel	4,395
Primera	47
Combes	0
Rio Hondo	0
San Benito	2,205
Santa Rosa	310
<b>Total</b>	<b>36,429</b>

### Cameron County by Cities



### Willacy County

**Total 1,039**

### Starr County

**Total 6,586**

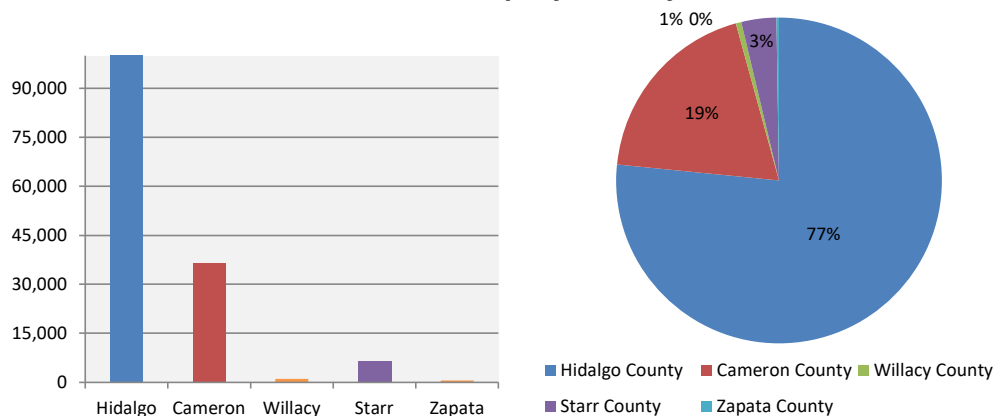
### Zapata County

**Total 519**

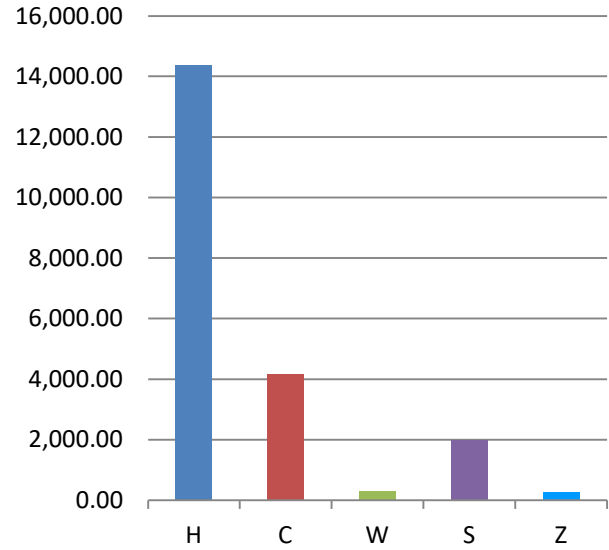
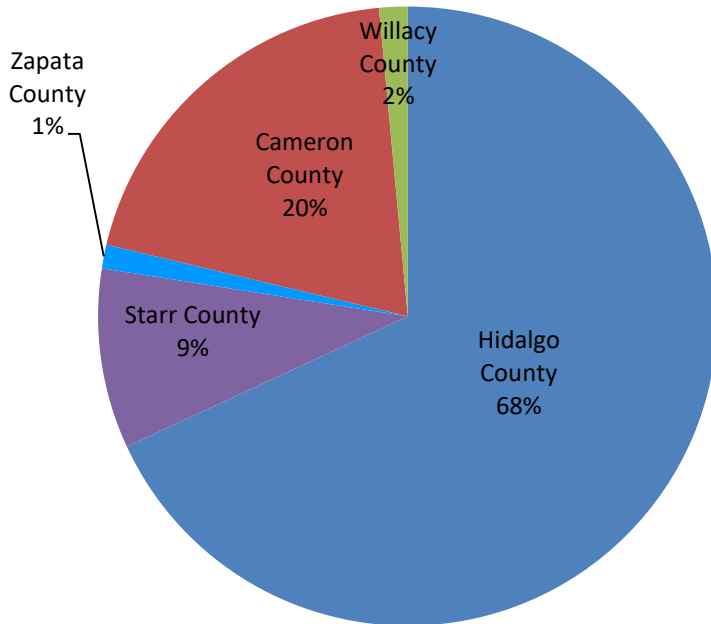
### SYSTEM TOTAL

**190,189**

### Ridership by County

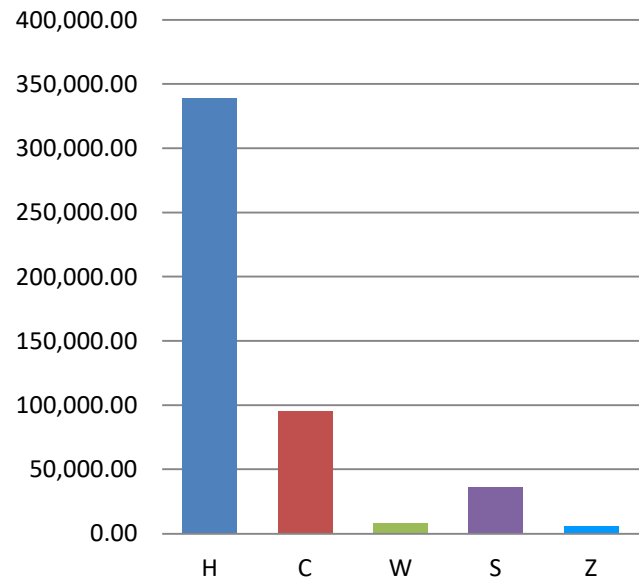
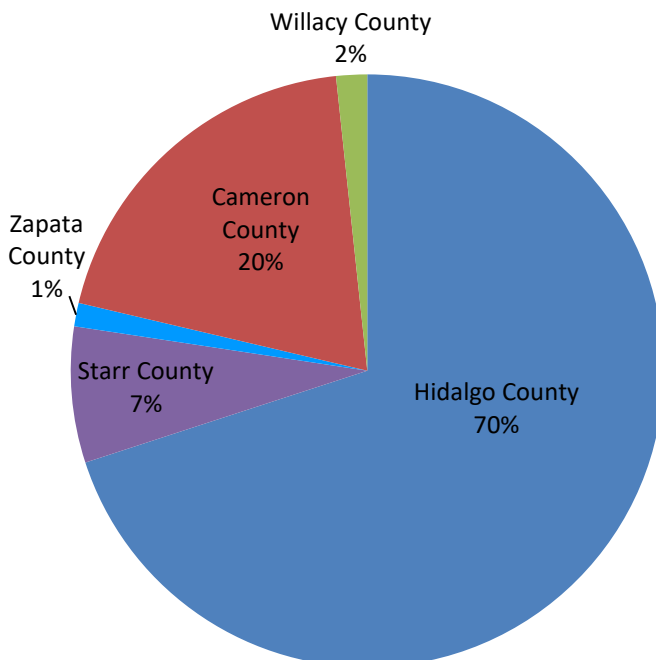


## Distribution of Revenue Hours



Revenue Hours Provided	
Hidalgo County	14,357.15
Starr County	1,978.69
Zapata County	262.34
Cameron County	4,177.44
Willacy County	310.95
<b>Total Revenue Hours</b>	<b>21,086.57</b>

## Distribution of Revenue Miles



Revenue Miles Provided	
Hidalgo County	339,121
Starr County	35,852
Zapata County	6,186
Cameron County	95,224
Willacy County	8,107
<b>Total Revenue Miles</b>	<b>484,490</b>

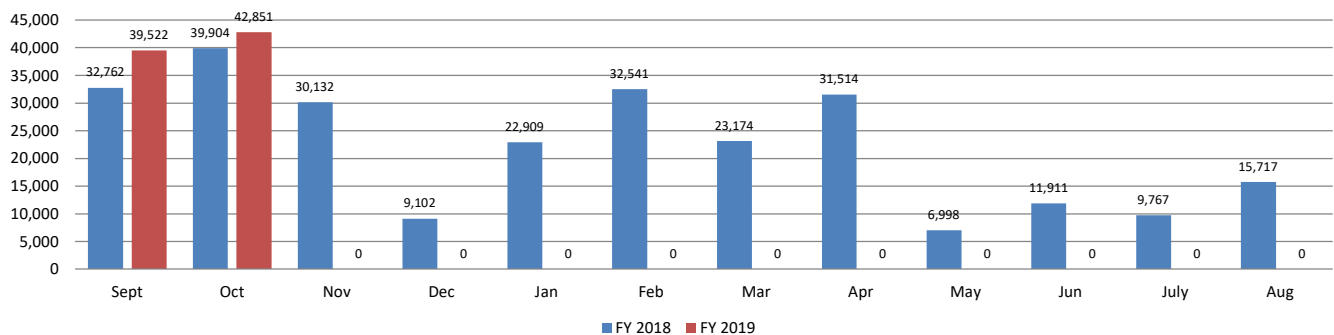




**FY 2020 University of Texas Rio Grande Valley  
Valley Metro Routes  
Monthly Cumulative Passenger Counts**

Routes	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Total
10	176	203											379
12	521	538											1,059
14	3,555	3,918											7,473
15	38	10											48
16	0	0											0
20	217	251											468
21	0	0											0
30	53	61											114
31	3	3											6
32	0	0											0
40	0	0											0
41	0	7											7
42	0	0											0
44	9	3											12
45	147	298											445
50	24	12											36
Vaquero Express	34,779	37,547											72,326
<b>Total</b>	<b>39,522</b>	<b>42,851</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>82,373</b>
<b>FY 2018</b>	<b>32,762</b>	<b>39,904</b>	<b>30,132</b>	<b>9,102</b>	<b>22,909</b>	<b>32,541</b>	<b>23,174</b>	<b>31,514</b>	<b>6,998</b>	<b>11,911</b>	<b>9,767</b>	<b>15,717</b>	<b>266,431</b>
Change Over Previous FY	<b>6,760</b>	<b>2,947</b>											

**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											17
12	161	173											334
14	0	0											0
15	0	0											0
16	0	0											0
20	18	24											42
30	0	1											1
31	8	66											74
32	0	0											0
40	0	0											0
41	10	1											11
42	0	2											2
44	16	2											18
45	145	113											258
60	880	1,037											1,917
61	100	177											277
62	62	136											198
DR-RGC	71	94											165
Purpleline	896	845											1,741
Greenline	1,361	1,558											2,919
<b>Total</b>	<b>3,735</b>	<b>4,239</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,974</b>
<b>Non Valley Metro Routes</b>													
Yellowline	2,638	2,862	0	0	0	0	0	0	0	0	0	0	5,500
Park & Ride	4,075	4,608	0	0	0	0	0	0	0	0	0	0	8,683
<b>Total</b>	<b>6,713</b>	<b>7,470</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,183</b>
<b>Grand Total</b>	<b>10,448</b>	<b>11,709</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22,157</b>
Change Over Previous Month				0	0	0	0	0	0	0	0	0	



**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	334	1,059	1,251	2,644
Route 31 Business 83	74	6	10,964	11,044
Purple Line	1,741		1	1,742
Yellow Line	5,500		0	5,500
Green Line	2,919		2,532	5,451
Park & Ride	8,683		0	8,683
Route 60 Greenline Roma	1,917		463	2,380
Route 61 RGC West	277		665	942
Route 62 RGC East	198		1,185	1,383
DR-RGC	165		1,716	1,881
Vaquero Express		72,326	0	72,326
<b>Total</b>	<b>21,808</b>	<b>73,391</b>	<b>18,777</b>	<b>113,976</b>

**Connecting Service**

Routes	Connection	STC	UTRGV	General Public	Total
Route 10 Edinburg - McAllen	12, 31	17	379	4,641	5,037
Route 14 UTRGV VABL	12	0	7,473	558	8,031
Route 15 Edinburg	12	0	48	1,859	1,907
Route 20 Mission - McAllen	31	42	468	4,020	4,530
Route 30 Pharr San Juan - Edinburg	31	1	114	2,812	2,927
Route 32 Donna International Bridge	31	0	0	620	620
Route 40 Harlingen Medical	31	0	0	2,883	2,883
Route 41 Harlingen Retail	31	11	7	3,954	3,972
Route 42 San Benito Harlingen	31	2	0	1,339	1,341
Route 44 La Feria/Santa Rosa/Primera	31	18	12	1,262	1,292
Route 45 Cameron Career Connection	31	258	445	7,735	8,438
<b>Total</b>		<b>349</b>	<b>8,946</b>	<b>31,683</b>	<b>40,978</b>

**Total Service**

	STC	UTRGV	General Public	Total
<b>Grand Total</b>	<b>22,157</b>	<b>82,337</b>	<b>50,460</b>	<b>154,954</b>



**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											24
12	18	2											20
14	0	0											0
31	1	5											6
40	0	1											1
41	67	65											132
42	120	82											202
43	0	0											0
44	75	175											250
45	227	441											668
50	1	0											1
Willacy	1	0											1
<b>Total</b>	<b>523</b>	<b>782</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1305</b>
<b>Change Over Previous Month</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-523</b>

**TSTC Student Ridership**

