

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL



AGENDA

MEETING OF THE LRGVDC BOARD OF DIRECTORS MEETING

Notice is hereby provided that the LRGVDC Board of Directors will hold a
Regular IN-PERSON Meeting at 301 W. Railroad St. Weslaco, Texas

WEDNESDAY, September 30, 2026, at 12:00 P.M

Provide the public with the ability to view the meeting via the

Internet Live streaming at: [LRGVDC COG](#)

Presiding: Judge Aurelio Guerra, President

Item #1: Call to Order

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

Item #2: Consideration and **ACTION** to Approve Meeting Minutes August 26, 2026President

Item #3: Public Comment

Item #4: Administration Manuel Cruz
Executive Director

1. Presentation on Texas Demographic Center.....Monica Cruz
State Data Center Lead

2. Consideration and **ACTION** to approve a Washington Cooptative Contract Usage Agreement with the State of Washington Department of Enterprise Services and Authorize the Executive Director to Execute the Agreement.

3. Consideration and **ACTION** to approve an Interlocal Agreement with the Harris County Department of Education for Participation in the Choice Partners Cooperative Purchasing and Authorize the Executive Director to Execute the Agreement.

4. Consideration and **ACTION** to approve Resolution #2026-19 Authorizing the LRGVDC Executive Director to execute a resolution appointing and alternate, Crystal Balboa, Director to the Rio Grande Valley Metropolitan Planning Organization Transportation Policy Board.

B.Executive Director Reports

- 1. Introduction of New Staff Members
- 2. 2027 LRGVDC State of the COG Address: Event Announcement and Regional Recognition Award Nomination Process.
- 3. Updates on Regional News, Funding Opportunities, Training, and Legislation

Item #5: Department Reports

A. Community & Economic Development Melisa Gonzalez-Rosas
Director

- 1. Consideration and **ACTION** to approve Memoranda of Agreement (MOA) for the Air Quality Program between LRGVDC and the City of San Benito.
- 2. Consideration and **ACTION** to approve Memoranda of Agreement (MOA) for the Air Quality Program between LRGVDC and the Delta Lake Irrigation District.

Program Status Reports

- Economic Development Administration
- Regional Small Cities Coalition
- Community & Economic Development Assistance Fund
- Air Quality
- South Texas Clean Cities & Communities Coalition (STC4)
- Solid Waste Management Program
- Water Quality Program
- Regional Water Resource Advisory Committee
- Rio Grand Regional Water Planning Group (Region M)
- Reservoir Levels

B. Health & Human Services Margarita Lopez
Director

- 1. Consideration and **ACTION** to approve the continued services of Maria Connie Garza as Chairperson and Kendra Stine as Vice-Chairperson of the Citizens Advisory Council, in accordance with Article VI (Officers) and Article V, Section 4 of the Rules of function.
- 2. Consideration and **ACTION** to approve an amendment to Article VI (Officers) of the Citizens Advisory Council Rules of function to change the term of office for the Chairperson and Vice-Chairperson from one (1) year to two (2) years.

Program Status Reports

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

C. Public Safety

C.1.A. Emergency Services, Criminal Justice & Homeland SecurityCesar Merla
Director

1. Consideration and **ACTION** to approve Resolution for FY 2027-28 Non-Profit Security Garnt application titled Regional Planning and Security.
2. Consideration and **ACTION** to approve Resolution for FY 2027-28 Homeland Security Program Grant application titled Regional Planning.
3. Consideration and **ACTION** to approve Resolution for FY 2027-28 State Homeland Security Program Grant application titled Regional Fire Academy Training Coordinator.
4. Consideration and **ACTION** to approve Resolution for FY 2027-28 Criminasl Justice Assistance Program Grant application titled Regional Criminal Justice Planning and Assistance.

Program Status Reports

- Local Emergency Safety& Planning Meeting within Cameron and Hidalgo Counties.
- Communication with Regional Preparedness with State Counterparts.

C.1.B. Rio Grande Valley Emergency Communication District Cesar Merla
Director

Program Status Reports

- GIS Division
- 9-1-1Information Technology
- CommunityEngagement Division

C. 2. PoliceAcademy ProgramJavier Solis
Director

1. Consideration and **ACTION** to approve the renewal of an Interlocal Agreement between the City of Alton, Texas and LRGV Academy for the purpose of reporting training for Alton Police Department.
2. Consideration and **ACTION** to approve the renewal of an Interlocal Agreement between the County of Hidalgo, Texas and the LRGV Academy for the purpose of reporting training for the Hidalgo county Constable Precinct 2 office.
3. Consideration and **ACTION** to approve the renewal of an Interlocal Agreement between the LRGV Academy and City of La Joya, Texas for the usage of La Joya Police Department's shooting range.
4. Consideration and **ACTION** to approve the renewal of an Interlocal Agreement Between the LRGV Academy and the City of Donna, Texas for the usage of the Donna Police Department's shooting range.

Program Status Reports

- Officers Certified
- Courses Taught
- Contact Hours

D. Transportation

Valley Metro.....Dr. Sandra Carrizales
Director

1. Consideration and **ACTION** to approve Software Subscription Renewal for LRGVDC Valley Metro of the Genfare LLC software subscription to maintain continued access to fare-collection data, reporting, system management, and related services.
2. Consideration and **ACTION** to approve the repair of UNIT 2203, exceeding procurement threshold.
3. Consideration and **ACTION** to authorize LRGVDC Valley Metro's participation as a partner with Hidalgo County Community Service Agency (HCCSA) in its Community Rides grant application for funding of up to \$100,000 including authorization to execute a Letter of Commitment.

Program Status Reports

- Ridership Report

Rio Grande Valley MPO..... Michael Medina
Executive Director

Program Status Reports

Item#6: New & Unfinished Business

Item#7: Adjourn

**Next Meeting
October 28, 2026**

Agenda items may be considered, deliberated, and/or acted upon in a different order than those numbered above. The Board of Directors of the Lower Rio Grande Valley Development Council reserves the right to adjourn into an Executive (Closed) session at any time during this meeting to discuss any of the items listed on this agenda as authorized by the Texas Open Meetings Act, Chapters 551.071, 551.072, 551.074, and 551.075, Texas Government Code. No final action will be taken in the Executive Session.

PUBLICINPUT POLICY:

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

ITEM #2

**MEETING
MINUTES**

MINUTES
MEETING OF THE
LOWER RIO GRANDE VALLEY DEVELOPMENT
COUNCIL ANNUAL ELECTIONS & BOARD OF
DIRECTORS MEETING

12:00PM Wednesday August 26, 2026

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

PRESIDING: Judge Aurelio Guerra

Judge Aurelio Guerra called the meeting to order at 12:05 p.m. Roll Call was taken, and as of 12:10 p.m. quorum was attained.

Present: Judge Aurelio Guerra

Mayor Omar Ochoa, City of Edinburg
Councilwoman Marissa Ortega, City of Mission
Mayor Pro Tem Pete Garcia, City of Weslaco
Commissioner Ellie Torres, Hidalgo County
Mayor Pablo Morales, City of Lyford
Councilman Rene Pena, City of Sullivan City
Mayor Oscar Montoya, City of Mercedes
Councilwoman Aarin Hartwell City of South Padre Island
Commissioner Michael Fallik, City of McAllen
Commissioner Edward Gonzales, City of Raymondville
Mayor Pete Galvan, City of San Benito
Mr. Ron Garza, UTRGV
Mr. Troy Allen, Delta Lake
Mr. Ernesto Cavazos, Willacy Co, Navigation District
Mr. Oscar Garcia, Member-at-Large
Mr. Andres Chavez, Member-at-Large
Ms. Lupita Sanchez Martinez, Grassroots Org

Absent:

Mayor John Cowen, City of Brownsville
Mayor Norma Sepulveda, City of Harlingen
Commissioner Joey Lopez, Cameron County
Mayor David Moreno, City of Donna
Mayor Ambrosio Hernandez City of Pharr
Commissioner Marco Villegas, City of San Juan
Mr. Paul Hernandez, South Texas College
Mr. Luke Lucio, TSTC
Mr. Jim Darling, Member-at-Large

Judge Aurelio Guerra moved on to Item#2

Item #2 Consideration and ACTION to approve meeting Minutes June 24, 2026. ***Mayor Oscar Montoya made a motion to approve the June 24, 2026, meeting minutes. Ms. Lupita Sanchez Martinez seconded the motion; upon a vote the motion was carried unanimously.***

Item #3: Public Comment – there being none, president then moved on to item #4.

Item #4: Administration

4.1. Presentation and Consider ACTION Regarding the 2025 Annual Audit. Melisa Gonzalez the CPA started off with the results of the Lower Rio Grande Valley Development Council's annual financial and compliance audits for the year ended December 31, 2025. The Council received an unmodified (clean) audit opinion, with no material weaknesses, significant deficiencies, or financial or compliance findings reported. The Council reported approximately \$32.6 million in revenues and expenditures, consisting primarily of federal, state, and local funding. Total assets as of December 31, 2025, were approximately \$50.8 million. The approved budget was approximately \$42.5 million, while actual revenues and expenditures were \$32.6 million. The lower revenues were offset by lower expenditures, resulting in a balanced year. The Council continues to qualify as a low-risk auditee. The auditors commended management and staff for their cooperation and assistance throughout the audit process. Mayor Omar Ochoa asked if there was a reason why it reduced so much, Mrs. Balboa stated that they roll over due to projects not getting started. Mayor Omar Ochoa stated that he noticed that this is essentially driving the entire variance between budgeted and actual revenues, so he was curious about the reason for the difference. ***Mayor Oscar Montoya made a motion to approve the 2025 Annual Audit Mayor Pablo Morales seconded the motion; upon a vote the motion was carried unanimously.***

4.2. Presentation and ACTION to Accept Quarterly Investment Report. Mrs. Crystal Balboa stated that the Quarterly Investment Report was attached with the report provided and asked for approval from the board. ***Mayor Oscar Montoya made a motion to approve and accept the Quarterly Investment Report; Ms. Lupita Sanchez Martinez seconded the motion; upon a vote the motion was carried unanimously.***

B. Executive Director Reports – Mr. Cruz started off with the following:

1. Introducing all new hires for the months of July and August.

2. Staff Recognition for years of Service. Mr. Cruz recognized staff members receiving Service Awards for their years of dedicated service to the Lower Rio Grande Valley Development Council and the citizens of the Rio Grande Valley. Employees reaching five years of service were acknowledged, with several recipients unable to attend due to operational commitments.

Five-Year Service Award Recipients:

Maribel Alonso – RGV 911
Monica Estrada – RGV 911
Conrad Hernandez – Finance
Gabriel Navarro – Human Resources
Claudia Olmedo – Valley Metro
Yesenia Vallejo – Finance
Rodolfo Zamora – RGVMPPO

Recipients Unable to Attend:

René Garza – Valley Metro
Melissa Gonzalez – Valley Metro
Daniel Hernández – Valley Metro
Zulma Martinez – AAA
Roberto Salinas – Valley Metro

The **Ten-Year Service Awards** were presented to recognize employees for their continued dedication and service to the Lower Rio Grande Valley Development Council. The following employees were recognized:

Rosemary Contreras – RGV 911
Yolanda De Leon – Finance
Rolando Flores – AAA
Selena Vallejo – RGV 911

The following employees were unable to attend due to operational commitments but were also recognized for reaching ten years of service:

James Benson – Valley Metro
Ceferino Garcia
Romero Garcia
Leticia Casca
Rodolfo Rosales
Jesus Segura

The **Fifteen-Year Service Awards** were presented to recognize employees for their continued dedication and service to the Lower Rio Grande Valley Development Council. The following employees were recognized:

Joe Garcia – RGV 911
Celeste Nepomuceno – Finance
Monica Rocha – AAA
Dora Rodriguez – AAA

Unable to Attend:

Dora Cruz – Valley Metro

The **Twenty-Year Service Awards** were presented to recognize employees for their outstanding dedication and long-standing service to the Lower Rio Grande Valley Development Council. The following employees were recognized:

Adalia Gonzalez – Finance
Viviana Moreno – AAA

The **Twenty-Five-Year Service Award** was presented to recognize exceptional dedication and long-standing service to the Lower Rio Grande Valley Development Council.

Jaime Garza – AAA

The **Thirty-Year Service Award** was presented in recognition of her exceptional dedication and 30 years of service to the Lower Rio Grande Valley Development Council.

Ms. Crystal Balboa, Finance Director

Updates on regional News, Funding Opportunities, Training and Legislation

3.A. Why Data Centers and Why Not. Mr. Cruz presented an overview of data centers and their potential impact on regional economic development, infrastructure, land use, workforce, and public policy. The presentation was based on a report from the National Association of Development Organizations (NADO) and focused on the role of the LRGVDC's Economic Development District (EDD) in helping local governments make informed, objective decisions regarding data center development.

It was noted that data centers are experiencing rapid growth due to increased demand for artificial intelligence, cloud computing, and digital services. While these projects can bring significant private investment, property tax revenue, and construction employment, they may also require substantial amounts of electricity, water, broadband capacity, land, and transportation infrastructure. Their impacts can extend across multiple jurisdictions.

Mr. Cruz emphasized that the LRGVDC's role is to remain neutral and serve as a regional resource by convening stakeholders, providing technical assistance, analyzing infrastructure and economic impacts, and helping communities understand the potential benefits, costs, and long-term implications of proposed projects.

Melisa Gonzalez Rosas discussed the Broadband Coalition's efforts to develop a regional Community Benefits Agreement and elected officials' guide/questionnaire to help communities identify appropriate questions and potential community benefits when working with data center developers. She emphasized the importance of communities communicating their needs and working with developers to address local infrastructure, technology, and other community priorities.

Mr. Cruz also noted that data center water demands are not currently specifically identified in the Region M Water Plan. As part of the current five-year planning cycle, the LRGVDC will work to identify potential water and resource demands associated with data centers to provide local governments with better information for future decision-making. Overall, the presentation emphasized the importance of regional coordination, objective information, infrastructure planning, and community needs when evaluating future data center projects.

Item #5 Department Reports

A. Community & Economic Development

Status Reports: Staff provided several announcements and program updates: A tentative Data Center Guide Workshop is scheduled for September 24 at 1:30 p.m. in the Ken Jones Board Room, pending final confirmation.

A Regional Small Cities Community Workshop was held on August 4, with the Cities of Santa Rosa and Los Ebanos participating for the first time.

The Broadband Initiative continues to expand through coordination with the South Texas Development Council and efforts to develop digital broadband plans for Jim Hogg, Zapata, and Webb Counties. A new Broadband Specialist is expected to be hired in the coming weeks.

Two staff members, Sydney and Crystal, completed training through the Texas Stream Team and will conduct water quality testing in Hidalgo and Willacy Counties. The LRGVDC's Solid Waste Teachers Guide and Composting Curriculum is now available on the website. Region One will assist with producing printed copies for community use. Staff also recognized the Outreach Coordinator for completing 14 outreach events over the past two months and encouraged Board members and communities to contact them regarding future outreach opportunities.

B. Health & Human Services

1. Consideration and ACTION to approve the Direct Purchase of Services (DPS) Contractors List for fiscal Year 2026-2027. The Citizen Advisory Council requested Board approval to utilize a list of vetted contractors to provide essential services, including medical transportation, homemaker assistance, respite care, residential modifications, medication assistance, medical supplies, and durable medical equipment to eligible seniors in Cameron, Hidalgo, and Willacy Counties. The contractor list is intended to ensure continuity of services without gaps for the 2026–2027 service year. Contractor details and services are outlined in Exhibit 1.1, included with the report. ***Mayor Omar Ochoa made a motion to approve the Direct purchase of Services (DPS) Contractors List for Fiscal year 2026-2027. Andres Chavez seconded the motion; upon a vote the motion was carried unanimously.***

2. Consideration and ACTION to approve the List of Subrecipients Providing Services under the Older Americans Act- Title III for fiscal year 2026-2027. The Citizen Advisory Council requested Board approval to utilize a list of vetted subrecipients to provide essential services, including congregate meals, home-delivered meals, transportation, senior center operations, and caregiver education and training to eligible seniors in Cameron, Hidalgo, and Willacy Counties. The list will ensure continuity of services without gaps for Fiscal Year 2026–2027. Subrecipient details and services are outlined in Exhibit 2.1 of the Board packet. ***Mayor Oscar Montoya made a motion to approve the List of Subrecipients providing Services under the Old Americans Act – Title III for fiscal year 2026-2027. Mr. Oscar Garcia seconded the motion; upon a vote the motion was carried unanimously.***

Status Reports: Ms. Margarita Lopez stated that her department report was included in the packet and was available for any questions.

C. Public Safety – Emergency Services, Criminal Justice, & Homeland Security.

1. Consideration and ACTION to approve the CJAC Policy, Procedures and Scoring Criteria for FY-2027-2028.

2. Consideration and ACTION to approve the CJAC Bylaws and Membership Roster for FY 2027-2028.

3. Consideration and ACTION to approve the HSAC Bylaws and Membership Roster for FY 2027-2028.

4. Consideration and ACTION to approve the HSAC Policy, Procedures and Scoring Criteria for FY 2027-2028. ***Mayor Oscar Montoya made a motion to approve all 4 action items for Homeland Security and Criminal Justice; Mr. Ernesto Cavazos seconded the motion; upon a vote the motion was carried unanimously.***

Status Reports: Two announcements were provided. The RGV Public Safety and Emergency Communications (PSEC) Conference has expanded its continuing education offerings to include TCOLE, behavioral health, social work, and EMS credits through a collaboration with South Texas Health System. Registration remains open. An update was also provided on RGV 911. The Multi-Agency Communications Center was showcased at the APCO conference in San Antonio, where it received significant recognition and positive feedback. The mobile

communications center is one of the few of its kind in Texas and among a limited number nationwide, highlighting the region's preparedness and emergency communications capabilities.

C.2 Lower Rio Grande Police Academy Program

1. Consideration and ACTION to approve an Interlocal Agreement with the City of South Padre Island, by and through the South Padre Island Police Department, for purpose of reporting law enforcement training to the Texas Commission on Law Enforcement and with the authority for LRGVDC Executive Director Manuel Cruz to sign and Finalize the agreement. South Padre Island has become a regional hub for law enforcement training due to its location and popularity as a training destination. The South Padre Island Police Department requested assistance with upcoming conferences and training events. Since the department does not have a contractual agreement with TCOLE to report training hours, the LRGVDC is exploring a partnership to assist with reporting TCOLE training hours for law enforcement personnel attending training events on the island. **Mayor Oscar Montoya made a motion to approve Interlocal Agreement with the city of South Padre Island, by and through the South Padre Island Police Department, for purpose of reporting law enforcement training to the Texas commission on Law Enforcement and with the authority for LRGVDC Executive Director Manuel Cruz to sign and Finalize the agreement, Mr. Ernesto Cavazos seconded the motion; upon a vote the motion was carried unanimously.**

Status Reports: Several updates were provided regarding regional law enforcement training and programs. On July 22, the Mission Police Academy graduated its 232nd class, with 14 peace officers successfully completing the program. This marked the third consecutive academy with a 100% first attempt pass rate on the TCOLE licensing examination. All 29 officers produced through these recent academies are currently employed by law enforcement agencies in the Rio Grande Valley.

Two additional academies are currently in session, with 26 cadets enrolled and expected to graduate in December. Another academy with the Mission Police Department is scheduled to begin this Friday. The Academy also partnered with the City of La Joya, La Joya Police Department, La Joya Fire Department, and La Joya ISD to conduct a full-scale mass casualty/active attack scenario exercise. The training focused on interagency coordination, communication, and response among law enforcement, fire, and EMS agencies. Similar training opportunities are available to other regional agencies upon request.

The 2026 RGV Police Canine Competition and Workshop is scheduled for December 5 in partnership with the City of Alton. The three-day event will provide specialized training from subject matter experts to regional police canine teams at a reduced cost and will be open to the public for viewing.

D. Transportation

Valley Metro

1. Consideration and ACTION to approve the updated Valley Metro Public Transportation Agency Safety Plan (PTASP). The updated Public Transportation Agency Safety Plan (PTASP) outlines Valley Metro's safety management policies, procedures, and performance targets required by the Federal Transit Administration (FTA). The plan establishes the agency's Safety Management System framework, defines roles and responsibilities, identifies safety risks and hazards, and outlines strategies to mitigate risks and improve overall system safety. Approval of the updated PTASP ensures Valley Metro remains in compliance with federal requirements while continuing to prioritize the safety of passengers, employees, and transit operations. The PTASP was updated in its entirety for Board consideration. **Mayor Pablo Morales made a motion to approve the updated Valley Metro Public Transportation Agency Safety Plan (PTASP. Commissioner Edward Gonzalez seconded the motion; upon a vote the motion was carried unanimously.**

Status Reports: Valley Metro reported a 30% increase in year-to-date ridership compared to the previous year, largely attributed to increase in-person attendance at UTRGV and South Texas College.

The Public Transportation Coordination Plan remains active, with KFH Group providing consulting services. Valley Metro planners have also continued participating in public involvement events throughout the region.

Rio Grande Valley MPO

1. Consideration and ACTION to approve the Federal Transit Administration Section 5310 Program Ranked Project. The projects were ranked by the RGVMPPO Technical Advisory Committee and designated project evaluation subcommittee.

Three projects were presented for consideration:

McAllen Metro – 35-foot Bus Acquisition Project – Ranked No. 1.

City of McAllen – ADA Sidewalk Program – Ranked No. 2.

Valley Metro – Management and ITS Implementation – Ranked No. 3.

Funding was available to fully award the first two projects and provide a partial award for the third project. Board consideration and action were requested to program the awarded funds into the Transportation Improvement Program (TIP) for transit projects. ***Mayor Oscar Montoya made a motion to approve the Federal Transit Administration Section 5310 Program Ranked project. Commissioner Edwardo Gonzalez seconded the motion; upon a vote the motion was carried unanimously.***

Item #6: New & Unfinished Business - Mr. Cruz thanked the Hidalgo County Commissioners Court for adopting the resolution approving the Hidalgo County Active Transportation and Tourism Plan. Moving forward, the LRGVDC will request that all cities within Hidalgo County adopt the plan as well.

The comprehensive plan identifies existing and proposed hike and bike trails throughout the county and serves as a resource to support tourism, active transportation, and recreational opportunities for residents. Hidalgo County provided funding to cover the cities' contributions toward development of the plan.

The plan will also assist cities in expanding their existing trail networks and provide a documented resource to support grant applications for federal, state, and MPO funding.

Item #7 Adjourn - President called meeting at 1:05 pm

President Judge Aurelio Guerra

ATTEST :

Liza Alfaro, Recording Secretary

ITEM #3

**PUBLIC
COMMENT**

ITEM #4.

ADMINISTRATION

Monica Cruz, PhD, State Data Center Lead, Texas Demographic Center

Presentation:

- 1) Highlights of demographic trends in Texas and the Rio Grande Valley
- 2) Population estimates and projections program
- 3) Planning for the 2030 Census
- 4) Services available through the Texas Demographic Center for local governments



State Demographer

Lloyd B. Potter, PhD

Affiliated with

The University of Texas at
San Antonio

Institute for Demographic
and Socioeconomic
Research (IDSER)

Major Function

Produce annual population estimates and biennial population projections

Other Services

- Disseminate demographic and socioeconomic information from the Census Bureau and other reliable sources.
- Provide training and technical expertise.
- Custom data analyses.

Partnerships

- U.S. Census Bureau
- TDC Affiliates

Learn more about the Texas Demographic Center here: <https://demographics.texas.gov/>

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, September 30, 2026

Item #4: Administration

Procurement Department.....Felipe Lopez
Assistant Director

2. Consideration and **ACTION** to approve a Washington Cooperative Contract Usage Agreement with the State of Washington Department of Enterprise Services and Authorize the Executive Director to Execute the Agreement

The Washington State Department of Enterprise Services (DES) administers competitively procured contracts for goods and services and allows eligible governmental entities outside Washington to participate through a Cooperative Contract Usage Agreement.

Approval of the agreement would allow LRGVDC to utilize eligible Washington cooperative contracts when they provide a compliant and advantageous purchasing option. The agreement does not authorize specific purchases or commit funds. Any future purchases will be subject to applicable requirements, available funding, LRGVDC procurement procedures, and required approvals.

There is no cost to enter into the agreement. Staff recommends approval of the agreement and authorization for the Executive Director to execute the necessary documents and complete the administrative steps to establish LRGVDC's participation.



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

State of Washington DEPARTMENT OF ENTERPRISE SERVICES <i>Attn: Contracts & Procurement</i> P.O. Box 41411 Olympia, WA 98504-1411	WCCUA No.: _____ Effective Date: _____
INSERT ELIGIBLE PURCHASER NAME <u>Lower Rio Grande Valley Development Council</u> Business Contact: <u>Felipe Lopez</u> Tel: <u>9564052548</u> Email: <u>flopez@lrgvdc.org</u> Tax Identification No.: _____	<i>Type of Eligible Purchaser</i> <i>[Non-Washington governmental entities & PBNPs located outside the State of Washington]</i> ☐ Another State ☐ State agency in another state ☐ Local governmental agency or entity (e.g., counties, cities, school districts, public utility districts, etc.) in another state ☐ Qualifying Public Benefit Nonprofit corporation located outside of the State of Washington

**WASHINGTON COOPERATIVE CONTRACT USAGE AGREEMENT
FOR
SPECIFIED ENTITIES OUTSIDE OF THE STATE OF WASHINGTON
TO
UTILIZE ENTERPRISE SERVICES' DESIGNATED WASHINGTON COOPERATIVE CONTRACTS**

This Washington Cooperative Contract Usage Agreement ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and the Lower Rio Grande Valley Development Council, a _____ governmental agency/entity ("Eligible Purchaser") and is dated and effective as _____.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solution contracts for goods and/or services ("Washington Cooperative Contracts") to support Washington state agencies. *See* RCW 39.26.050(1).
- B. The Washington State Legislature also has authorized Enterprise Services to make such Washington Cooperative Contracts available to other specified entities, including other states, state agencies in other states, local governmental agencies and entities in other states and qualifying public benefit nonprofit corporations; *Provided*, however, that any use of such Washington Cooperative Contracts must be pursuant to an agreement in which Enterprise Services ensures full cost recovery. *See* RCW 39.26.050(1) & (2) and RCW 39.26.060; *see also*, RCW 39.34.055.

- C. To enter into a *Washington Cooperative Contract Usage Agreement* with Enterprise Services as an eligible purchaser (“Eligible Purchaser” or “Purchaser”), an entity must be one of the following:
- State – i.e., a state other than the State of Washington;
 - State Agency – i.e., any state agency outside of the State of Washington;
 - Local Government – i.e., local government agencies or political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) of any state other than the State of Washington; or
 - Qualifying Public Benefit Nonprofit Corporation – i.e., a public benefit nonprofit corporation located outside of the State of Washington that currently is registered with the Washington Secretary of State and designated by the Washington Secretary of State as a public benefit nonprofit corporation and that currently is receiving local, state, or federal funds either directly or through a public agency other than an Indian tribe or a political subdivision of another state.
- D. Eligible Purchasers who execute a *Washington Cooperative Contract Usage Agreement* with Enterprise Services may utilize specified Washington Cooperative Contracts. See RCW 39.26.060.
- Enterprise Services maintains a list of all such Washington Cooperative Contracts at its [Contracts Webpage](#).
- E. Eligible Purchaser desires to contract with Enterprise Services to access and use the Washington Cooperative Contracts, subject to their terms and conditions.
- F. The purpose of the Agreement is to establish the terms and conditions to authorize Eligible Purchaser to use the Washington Cooperative Contracts.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **DURATION.** This Agreement is effective as of the effective date stated herein and shall continue in force unless terminated by either party upon thirty (30) calendar days prior written notice.
2. **ELIGIBLE PURCHASER’S REPRESENTATIONS AND WARRANTIES.** Eligible Purchaser makes each of the following representations and warranties as of the effective date of this Agreement and at the time any order is placed pursuant to any Washington Cooperative Contract by Eligible Purchaser. If, at the time of any such order, Eligible Purchaser cannot make such representations and warranties, Eligible Purchaser shall not place any such order and shall, within three (3) business days notify Enterprise Services, in writing, and terminate this Agreement.
 - a. **ELIGIBLE PURCHASER STATUS.** Eligible Purchaser represents and warrants that it is one of the following types or entities:
 - Another state;
 - A state agency/entity in any state other than the State of Washington; or

- A local government agency or political subdivision (e.g., counties, cities, school districts, public utility districts, ports) of any state other than the State of Washington; or
- A qualifying public benefit nonprofit corporation that is:
 - Located outside of the State of Washington;
 - Currently registered with the Washington Secretary of State and designated by the Washington Secretary of State as a public benefit nonprofit corporation; and
 - Currently is receiving local, state, or federal funds either directly or through a public agency other than an Indian tribe or a political subdivision of another state.

Eligible Purchaser further represents and warrants that, upon request from Enterprise Services, Eligible Purchaser shall provide documentation to confirm its eligibility to use the Washington Cooperative Contracts.

If Eligible Purchaser is a qualifying public benefit nonprofit corporation, Eligible Purchaser represents and warrants that it has submitted with this Agreement a current copy of its registration with the Washington Secretary of State and documentation to establish that it currently is receiving local, state, or federal funds either directly or through a public agency other than an Indian tribe or a political subdivision of another state.

- b. **CONTRACT AUDITS.** Eligible Purchaser represents and warrants that it shall cooperate with Enterprise Services, the Office of the State Auditor, federal officials, and/or any third party authorized by law or contract, in any audit conducted by such party pertaining to any Washington Cooperative Contracts that Eligible Purchaser has made purchases from pursuant to this Agreement, including providing records related to any purchases from such Washington Cooperative Contracts.
3. **AUTHORIZED USE; FINANCIAL RESPONSIBILITY.** Eligible Purchaser understands and agrees that it shall: (a) deal directly with the Washington Cooperative Contract's awarded contractor (i.e., the vendor, supplier, service supplier, etc.) for any purchases it makes under the Washington Cooperative Contract, as authorized by this Agreement; and (b) assume full and complete responsibility, financial and otherwise, for any purchases made pursuant to any Washington Cooperative Contract.
 4. **SEPARATE RESPONSIBILITY.** Each party to this Agreement shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of the performance of this Agreement and within the scope of their authority.
 5. **RESOLVING CONTRACT PURCHASE DISPUTES.** The parties agree that, if there are any disputes between Eligible Purchaser and a Washington Cooperative Contract contractor, Eligible Purchaser shall: (a) provide Enterprise Services written notice of the nature of the dispute including the efforts undertaken to resolve the dispute; and (b) unless otherwise provided in the Washington Cooperative Contract, work in good faith with the contractor to resolve the dispute without the involvement of Enterprise Services. Enterprise Services may, upon request, review and assist in the resolution of a dispute, and, if Enterprise Services chooses to do so, Eligible Purchaser will cooperate with Enterprise Services in that resolution process. Enterprise Services, in its sole discretion, may elect to resolve disputes with a contractor on behalf of Eligible Purchaser and all other users of the applicable Washington Cooperative Contract. In such event, Enterprise Services' resolution shall be binding.

6. AGREEMENT ADMINISTRATION & NOTICES.

- a. **AGREEMENT CONTACTS.** The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement. The parties may change agreement administrators by written notice as set forth below.

Enterprise Services

Attn: Contracts & Procurement
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: CUA@DES.WA.GOV

Eligible Purchaser

Attn: Lower Rio Grande Valley Development Council

Email: flopez@lrgvdc.org

- b. **ADDITIONAL AGREEMENT CONTACTS FOR ELIGIBLE PURCHASER.** If necessary or desired, Eligible Purchaser may specify alternative or additional contacts for purposes of this Agreement (e.g., Eligible Purchaser may specify alternative or additional contacts for usage of certain Washington Cooperative Contracts such as vehicle ordering); *Provided*, however, that such alternative or additional contacts must utilize email notification to facilitate computer-generated cost-effective and efficient communication between the parties. Eligible Purchaser may designate such additional contacts at any time as set forth below.
- c. **NOTICES.** Any notices required or desired shall be in writing and sent by U.S. mail (postage prepaid) or email and shall be sent to the respective addressee at the respective address or email address set forth above or to such other address or email address as the parties may specify in writing. Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7. GENERAL PROVISIONS.

- a. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this Agreement shall be posted on the Enterprise Services' website or other electronically retrievable public source.
- b. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- c. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- d. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- f. **ASSIGNMENT.** Eligible Purchaser may not assign its rights under this Agreement.
- g. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington,

without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.

- h. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- i. CAPTIONS & HEADINGS. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- j. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- k. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

Lower Rio Grande Valley Development Council

A _____
GOVERNMENT AGENCY

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
A GOVERNMENT AGENCY

By: _____

Name: _____

Title: _____

By: _____

Name: Rebecca Linville

Title: Washington State Chief Procurement Officer
Assistant Director
Contracts & Procurement

Signature:

Email: cua@des.wa.gov

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, September 30, 2026

Item #4: Administration

Procurement Department.....Felipe Lopez
Assistant Director

3. Consideration and **ACTION** to Approve an Interlocal Agreement with the Harris County Department of Education for Participation in the Choice Partners Cooperative Purchasing Program and Authorize the Executive Director to Execute the Agreement.

The Harris County Department of Education (HCDE) administers Choice Partners, a cooperative purchasing program that provides governmental entities access to competitively procured contracts for goods and services.

Approval of the agreement will expand LRGVDC's purchasing options when a Choice Partners contract is determined to be compliant and advantageous. The agreement does not require LRGVDC to make purchases or commit funds, and there is no participation fee. Future purchases will remain subject to applicable requirements, available funding, LRGVDC procurement procedures, and required approvals.

Staff recommends approval of the interlocal agreement and authorization for the Executive Director to execute the agreement and related administrative documents.

Interlocal Agreement
between Harris County Department of Education
& _____

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and _____, a local governmental entity and/or political subdivision (“LGE”), located in _____ (city), _____ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
 - A. HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
 5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.

14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

Attn: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.

16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any 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, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

Printed Name

James Colbert, Jr.

Title

County School Superintendent

Date

Date

Type of Local Governmental Entity (*select one*):

- ☐ School District ☐ Charter School
☐ County ☐ City/Municipality
☐ University ☐ College
☐ State Entity
☐ Governmental entity/other: _____

Once completed please email signed ILA to ila@choicepartners.org. ILA will be presented at our next HCDE Board meeting. After signing, a copy will be emailed to address listed on this form.

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, September 30, 2026

Item #4: Administration

Procurement Department.....Felipe Lopez
Assistant Director

4. Consideration and **ACTION** to Approve Resolution # 2026-19 Authorizing the LRGVDC Executive Director to Execute a resolution appointing an alternate, Crystal Balboa, Director to the Rio Grande Valley metropolitan Planning Organization Transportation Policy Board.



RESOLUTION: 2026-19

A RESOLUTION DESIGNATING
RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION MEMBERS

WHEREAS, in accordance with the RGV-MPO Bylaws and Operating Procedures, the LRGVDC serves as the designated ex-officio member of the RGV-MPO Policy Board; and

WHEREAS, the RGV-MPO Bylaws and Operating Procedures further stipulate that one (1) representative from LRGVDC may be appointed to serve as an alternate member of the RGV-MPO Board of Directors.

NOW, THEREFORE, BE IT RESOLVED THAT LRGVDC appoints **Manuel Cruz** to serve as the primary alternate member of the RGV-MPO Policy Board.

BE IT FURTHER RESOLVED THAT **Javier Dominguez** is appointed as the secondary alternate member of the RGV-MPO Policy Board; and that **Crystal Balboa** is appointed as the designated proxy, with all appropriate privileges assigned.

A copy of this Resolution shall be delivered to the RGV-MPO Office to provide evidence of these appointments.

PASSED AND APPROVED this 30th day of September, 2026.

AGENCY: LRGVDC

Judge Aurelio Guerra, LRGVDC
Board of Directors President

ATTEST:

Liza Alfaro, Executive Assistant LRGVDC

APPROVED AS TO FORM:

Attorney.

RGV Metropolitan Planning Organization
Transportation Policy Committee

Name of City/County/ Entity: Lower Rio Grande Valley Development Council

Name of Designee: Manuel Cruz

Name of Alternate: Javier Dominguez

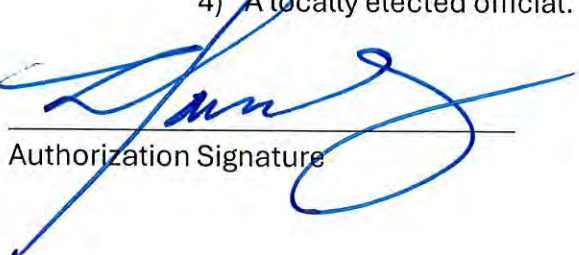
List up to 3 Proxies: Crystal Balboa

In accordance with House Bill (HB) 1883 and Section 1, Chapter 472, Section 472.031 of the Transportation Code,

(a) A policy board of a metropolitan planning organization designated or re-designated under 23 U.S.C. Section 134 may provide in its bylaw for appointment of voting proxies by its members.

Section 472.032 of the transportation code, further clarifies that:

- a) A proxy appointment under section (a):
 - 1) Acts on behalf of and under the supervision of the policy board member who appointed
 - 2) Must be appointed in writing; and
 - 3) Is authorized to vote for the policy board member who appointed the proxy to the extent the member has given the proxy the member's voting power.
- b) A legislative member of a policy board may not be counted absent at a meeting of the policy board during a legislative session.
- c) A legislative member of a policy board may only appoint a proxy under Subsection (a) who is:
 - 1) The legislative member's employee or staff member;
 - 2) A person related by consanguinity, as determined under subchapter B, Chapter 573, Government Code, who is not required to register as a lobbyist under Chapter 305, Government Code;
 - 3) Another legislative member of the policy board; or
 - 4) A locally elected official.



Authorization Signature

9/24/2026

Date

**RGV METROPOLITAN PLANNING ORGANIZATION POLICY BOARD
ETHICAL STANDARDS AFFIDAVIT**

I, Crystal Balboa, a voting Member of the RGV Metropolitan Planning Organization Policy Board representing, **City of** LRGVDC, hereby swear and affirm that I will uphold the following ethical standards required by voting members of MPO Policy Boards as identified in Texas Senate Bill 585. These standards state that voting members of the MPO Policy Board are prohibited from engaging in the following: 1.) Accepting or soliciting any gift, favor or service that might reasonably tend to influence the voting member in the discharge of official duties or that the voting member knows or should know is being offered with the intent to influence the voting member's official conduct; 2.) Accepting employment or engaging in a business or professional activity that the voting member might reasonably expect would require or induce the voting member to disclose confidential information acquired by reason of the official position; 3.) Accepting employment or compensation that could reasonably be expected to impair the voting member's judgment in the performance of the voting member's official duties; 4.) Making personal investments that could reasonably be expected to create a substantial conflict between the voting member's private interest and the public interest; 5.) Intentionally or knowingly solicit, accept or agree to accept any benefit for having exercised the voting member's official powers or performing the voting member's official duties in favor of another.

I further swear and affirm that in order to prevent a potential conflict of interest, that I will abstain from voting on or engaging in the discussion of any matter of business before the RGV MPO Policy Board that will have a special economic effect on either a business or real property of which I have a substantial interest that is distinguishable from the effect on the public.

I understand that a substantial interest is defined as either 1.) I own 10 percent or more of the voting stock or shares of the business entity or either 10 percent or more, or \$15,000 or more of the fair market value of the business entity; or 2.) I have received funds from the business entity exceeding 10 percent of my gross income for the previous year; or 3.) I have a substantial interest in real property defined as an equitable or legal ownership with a fair market value of \$2,500 or more; or 4.) I have a family member related to me in the first degree by consanguinity or affinity with a substantial interest in a business entity or real property as defined above.

I agree to notify the RGV MPO Director in writing of any conflict of interest as defined above prior to any vote or discussion of any matter of business which has created the conflict of interest.

I understand that any violation of these standards or requirements may subject me to removal from the RGV MPO Policy Board and possible prosecution by the Cameron County or Hidalgo County District Attorney.

I further understand that SB 585 requires me to notify the Cameron County or Hidalgo County District Attorney's Office and RGV MPO Policy Board in a timely manner should I have personal knowledge of any violations of these same standards by other voting members of the RGV MPO Policy Board or of the RGV MPO Staff.

I also understand that failure to report violations of these standards by other voting members of the RGV MPO Policy Board or of the RGV MPO staff subjects me to possible removal from the RGV MPO Policy Board and possible prosecution by the Cameron County or Hidalgo County District Attorney.

I hereby swear and affirm that I have read the entire affidavit and that I understand and agree to its contents.

CRYSTAL BARBOA

Printed Name

Crystal Balboa

Affiant Signature

Director, Finance

Position

LRGVDC

Representing

Sworn and subscribed before me
this 24 day of September, 2026.

Notary Public, State of Texas

Notary's Printed Name: LIZA ALFARO My

Commission Expires: 2/25/2029

(Seal)



ITEM #4.B

ADMINISTRATION

EXECUTIVE

REPORT



LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

Office of the Executive Director
301 W. Railroad St.
Weslaco, Texas 78596

Executive Directors Report

September 30, 2026

This report contains updates, regional news, funding opportunities training, and legislative updates that your local government may be interested in. This information is courtesy of the Texas Association and Regional Councils (TARC), State funding agencies and LRGVDC Programs. Hyperlinks to external sources may be found throughout the report for additional and complete details.

Potential Funding Opportunity

USDA Makes Grants Available to Support Agriculture Innovation Centers

Electronic applications must be submitted through [Grants.gov](https://www.Grants.gov) by 11:59 p.m. on **January 31, 2027**. USDA is making \$2.5 million in grants available through the [Agriculture Innovation Center \(AIC\) Program](#).

Grant and matching funds may be used to operate an agriculture innovation center, and to provide the following services to agricultural producers:

- Business development services, such as feasibility studies and business plans.
- Market development services, such as marketing plans, branding, and customer identification.
- Organizational assistance, such as legal and technical advisory services related to the development, expansion, or operation of a business.
- Financial advisory services related to the development, expansion, or operation of a business, such as assistance with obtaining credit for operating costs, training on using financial management software, and guidance on use of cash flow.
- Process development services, such as engineering services, scale production assessments, and systems development.
- Product development, such as idea generation, concept testing, feasibility and cost analysis, product taste-testing, demographic and other types of consumer analysis, production analysis, recipe development, evaluation of packaging and labeling options, and brand development for a value-added agricultural product.
- Value chain coordination or directly working with an agricultural producer to connect that producer to a distribution system, processing facility, or commercial kitchen.
- Grants to agricultural producers for the above services, where the individual award does not exceed \$5,000.

Eligible applicants include commercial organizations, Indian tribes, institutions of higher education, local governments, state governments and nonprofit organizations. USDA Rural Development is making \$2.5 million available through the AIC Program under this announcement. Matching funds are required for at least one-third of the total project budget. Electronic applications must be submitted through [Grants.gov](https://www.Grants.gov) by 11:59 p.m. on January 31, 2027. Details on eligibility and requirements are available on [Grants.gov](https://www.Grants.gov) or by contacting your [local USDA Rural Development office](#).

Local Update of Census Addresses (LUCA) Operation

Additional Information [Here](#)

The Local Update of Census Addresses (LUCA) operation is a partnership program established by Congress through the enactment of [Public Law 103-430](#) (The Census Address List Improvement Act of 1994). Reviewing your jurisdiction's Address Count Listing Files is an important first step. If address counts do not meet expectations in specific blocks, governments may decide to devote more time and resources to LUCA. Where address counts do meet expectations, governments may not need to request the Census Address List to conduct further review. See the [Guide to Comparing Address Counts](#) for more information.

ADMINISTRATION

**NEW HIRES &
PROMOTIONS**

September New Hires

New Hire Start Date: September 14, 2026

Cindy Gonzalez
Accounting Tech II
Administration / Finance



New Hire Start Date: September 14, 2026

Kimberly Mendoza
Program Specialist II
Community & Environmental Services



New Hire Start Date: September 14, 2026

Paulina Perez Lara
Planner I
Transportation / RGVMPPO



ITEM #5. A.

**COMMUNITY
&
ECONOMIC
DEVELOPMENT**

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday September 30, 2026

Item #5: Department Action Item

A. Community & Economic Development.....Melisa Gonzales-Rosas
Director

1. Consideration and **ACTION** to Approve Memoranda of Agreement (MOA) for the Air Quality Program between the LRGVDC and the City of San Benito.

The LRGVDC administers regional air quality planning activities supported by the Texas Commission on Environmental Quality (TCEQ), including fine particulate matter (PM2.5) monitoring. The Irrigation District desires to support that public purpose by allowing a monitoring station to be located on Irrigation District-controlled property.

This Agreement establishes the terms under which LRGVDC may install, operate, maintain, and remove an air quality monitoring station at the Site defined in a Exhibit A form. The monitoring activities will be conducted in furtherance of LRGVDC's TCEQ-funded Rider 7 PM2.5 air quality planning project and the project's approved Quality Assurance Project Plan (QAPP), as applicable.

MEMORANDUM OF AGREEMENT

FOR AIR QUALITY MONITORING STATION SITE ACCESS

Lower Rio Grande Valley Development Council and City of San Benito

This Memorandum of Agreement ("Agreement") is entered into by and between the Lower Rio Grande Valley Development Council ("LRGVDC"), a regional planning commission and political subdivision of the State of Texas, and the City of San Benito, Texas ("City"), a Texas municipal corporation and political subdivision. LRGVDC and the City may be referred to collectively as the "Parties" and individually as a "Party."

RECITALS. LRGVDC administers regional air quality planning activities supported by the Texas Commission on Environmental Quality (TCEQ), including fine particulate matter (PM_{2.5}) monitoring. The City desires to support that public purpose by allowing a monitoring station to be located on City-controlled property. The Parties therefore agree as follows:

ARTICLE I - PURPOSE, AUTHORITY, AND EFFECTIVE DATE

Section 1.01 Purpose.

This Agreement establishes the terms under which LRGVDC may install, operate, maintain, and remove an air quality monitoring station at the Site defined in a Exhibit A form. The monitoring activities will be conducted in furtherance of LRGVDC's TCEQ-funded Rider 7 PM_{2.5} air quality planning project and the project's approved Quality Assurance Project Plan (QAPP), as applicable.

Section 1.02 Authority.

This Agreement is made under Chapter 791 of the Texas Government Code and Chapter 391 of the Texas Local Government Code. Each Party represents that the governmental functions and services addressed by this Agreement are within its lawful authority and that its governing body has authorized this Agreement in accordance with Section 791.011(d)(1) of the Texas Government Code.

Section 1.03 Effective Date.

The "Effective Date" is the date of the last signature below. Exhibits A and B may be completed after the Effective Date in accordance with Section 7.03. The site license and access rights granted under this Agreement will not become operative, and no site preparation, installation, or other site work may begin, until Exhibits A and B have been completed and approved in writing by the Parties' Authorized Representatives. Once approved, the completed exhibits are incorporated into and made part of this Agreement without further amendment, provided they do not modify a material legal or financial term.

ARTICLE II - SITE LICENSE, EQUIPMENT, AND PROJECT WORK

Section 2.01 Site License.

pon completion and approval of Exhibit A in accordance with Sections 1.03 and 7.03, the City grants LRGVDC a nonexclusive, no-cost, revocable license to enter and use the portion of City-controlled property described and depicted in Exhibit A (the "Site") solely for the monitoring project. The license includes reasonable ingress and egress through the access route shown in Exhibit A. This Agreement does not convey a leasehold, easement, or other real-property interest to LRGVDC.

Section 2.02 Equipment and Improvements.

The air quality instruments, enclosure, communications devices, power components, slab or foundation, fencing, and related items approved in Exhibit B are collectively the "Equipment." Title to movable Equipment remains with LRGVDC, its funding source, or its contractor, as applicable. The City acquires no ownership interest in the Equipment by allowing use of the Site. Ownership or disposition of any fixed improvement will be addressed in Exhibit B or, if not addressed there, determined by written agreement before installation.

Section 2.03 Authorized Personnel and Contractors.

LRGVDC may perform its obligations through its employees, agents, contractors, and subcontractors, including ALL4, LLC, and any successor or supplemental contractor authorized in writing by LRGVDC. Use of a contractor does not relieve LRGVDC of its responsibilities to the City under this Agreement and is not an assignment of this Agreement.

Section 2.04 Approved Work and Site Preparation.

The Parties will complete Exhibit B before work begins. Exhibit B must identify the approved installation footprint, site-preparation work, utility arrangement, access procedures, and the Party responsible for each item. Unless Exhibit B expressly assigns an item to the City, LRGVDC is responsible for project-specific site preparation and installation through its authorized contractor. Material changes to the footprint, utility demand, or fixed improvements require prior written approval by both Authorized Representatives and any permit or governing-body approval required by law.

Section 2.05 Permits, Standards, and QAPP.

LRGVDC will cause the project work to comply with applicable federal, state, and local laws, codes, safety requirements, permits, and the approved QAPP. LRGVDC or its contractor will obtain and pay for project-specific permits and inspections unless Exhibit B states otherwise. The City will process permit applications under its ordinary procedures; this Agreement does not waive permit requirements or fees.

ARTICLE III - RESPONSIBILITIES OF LRGVDC

Section 3.01 Installation, Operation, and Maintenance.

LRGVDC will furnish or cause to be furnished the Equipment and will coordinate installation, calibration, operation, inspection, preventive maintenance, repair, data collection, decommissioning, and removal. Work will be scheduled with the City's Authorized Representative and performed in a manner intended to minimize unreasonable interference with City operations and the public's use of surrounding property.

Section 3.02 Project Costs.

Except for any specific in-kind service or utility arrangement expressly accepted by the City in Exhibit B, LRGVDC is responsible for the costs of the Equipment, project-specific site preparation, installation, operation, maintenance, repair, relocation requested by LRGVDC, removal, and site restoration. LRGVDC's obligations are subject to lawful appropriation and the continued availability of grant or other project funds.

Section 3.03 Safety, Damage, and Insurance.

LRGVDC will require its contractor to follow applicable safety requirements and maintain the insurance required by LRGVDC's contract for the work. Upon the City's reasonable request, LRGVDC will provide

available evidence of the contractor's coverage. Consultant will repair any damage to the Irrigation District's property resulting from project work, subject to Section 6.01 and the limitations of Texas law.

Section 3.04 Data and Public Communications.

LRGVDC controls collection, validation, use, publication, and retention of monitoring data in accordance with the QAPP, the TCEQ funding agreement, and applicable law. The City may request publicly releasable project information from LRGVDC. The City does not certify, validate, or warrant the monitoring data solely by hosting the Equipment. Any permanent project signage or use of the City's name or logo requires the City's prior written approval.

ARTICLE IV - RESPONSIBILITIES OF THE CITY

Section 4.01 Access and Coordination.

The City will provide reasonable access to the Site for authorized project personnel during the hours and under the procedures stated in Exhibit A. The City will identify a project contact and provide reasonable advance notice of City activities known to materially restrict access or interfere with monitoring. Emergency access will be coordinated as stated in Exhibit A.

Section 4.02 Known Site Conditions and Utilities.

The City will disclose known conditions under its control that could materially affect installation or safe operation and will identify known privately owned City utility lines at or near the approved footprint. The excavating contractor remains responsible for required utility-location procedures. Except for the City's express representations in this Agreement, the Site is provided in its existing condition without a warranty that it is suitable for any particular equipment or monitoring objective.

Section 4.03 Routine Property Maintenance.

The City will continue its ordinary maintenance of the surrounding City property. The City is not required to maintain the Equipment or the interior of any dedicated monitoring enclosure. The Parties will coordinate mowing, spraying, construction, or other activity near the Equipment when the activity could affect safety or data quality.

Section 4.04 No Unstated Financial or Custodial Obligation.

The City is not required to incur an out-of-pocket cost, perform construction, supply utilities, or provide dedicated security unless expressly stated in Exhibit B and authorized by the City. The City is not a bailee or insurer of the Equipment and does not guarantee against theft, vandalism, weather, power interruption, or other loss; however, the City will reasonably notify LRGVDC if City personnel become aware of damage or a security incident.

ARTICLE V - TERM, RELOCATION, AND TERMINATION

Section 5.01 Term.

The site-use term begins on the installation date confirmed in writing by the Authorized Representatives (the "Installation Date") and continues for five (5) years unless earlier terminated under this Article. This Agreement remains effective after termination only as necessary for removal, restoration, records, and provisions that by their nature survive.

Section 5.02 Extension.

The Parties may extend the site-use term by written amendment. They should begin discussing an extension at least sixty (60) days before expiration. An extension is subject to continued project need, funding, legal authority, and approval by each Party's authorized officials.

Section 5.03 Relocation.

The City may request relocation of the Equipment for a planned public project, operational need, sale or change in control of the property, or other reasonable governmental purpose. The City will give at least ninety (90) days' notice when practicable and will cooperate in identifying a feasible substitute site. Relocation is subject to technical suitability, funding, the QAPP, and written approval of a revised Exhibit A. If relocation is not feasible, either Party may terminate this Agreement.

Section 5.04 Termination and Suspension.

Either Party may terminate this Agreement without cause by giving sixty (60) days' written notice. LRGVDC may terminate on shorter notice if project funding ends, TCEQ or QAPP requirements change, or continued operation is no longer technically or legally feasible. The City may require immediate suspension of work or operation when reasonably necessary to address an imminent threat to health, safety, property, or essential City operations. The Parties will confer promptly regarding corrective action, relocation, or termination.

Section 5.05 Removal and Restoration.

Upon expiration or termination, LRGVDC will remove the movable Equipment within sixty (60) days or another period agreed in writing. LRGVDC will restore areas disturbed by project work to a condition reasonably comparable to their pre-installation condition, ordinary wear and tear, approved fixed improvements, and changes caused by others excepted. The City's access obligations survive for the limited period reasonably necessary to complete removal and restoration.

ARTICLE VI - RISK ALLOCATION AND LEGAL STATUS

Section 6.01 Responsibility of Each Party.

To the extent permitted by Texas law, each Party is responsible for its own acts and omissions and those of its officers and employees. Nothing in this Agreement creates liability for one Party based solely on the acts or omissions of the other Party or of an independent contractor, except for responsibilities expressly undertaken in this Agreement. This Section does not create an indemnity obligation between the Parties.

Section 6.02 Governmental Immunity Preserved.

Nothing in this Agreement is intended to waive or limit any governmental or sovereign immunity, defense, limitation of liability, or other protection available to either Party or its officials and employees under the Texas Constitution or laws of the State of Texas. No provision will be construed as a consent to suit or as creating a claim or remedy not otherwise available by law.

Section 6.03 No Partnership; No Third-Party Beneficiaries.

This Agreement does not create a partnership, joint venture, agency, employment relationship, or separate legal entity. Except for the permitted use of contractors described in Section 2.03, no person or entity that is not a Party is an intended third-party beneficiary of this Agreement.

ARTICLE VII - GENERAL PROVISIONS

Section 7.01 Entire Agreement; Amendments.

This Agreement, together with Exhibits A and B when completed and approved pursuant to Section 7.03, constitutes the entire agreement between the Parties concerning the Site. An amendment must be in writing and signed by both Parties' duly authorized representatives. Initial completion and approval of Exhibits A and B within the authority delegated by this Agreement do not constitute an amendment. Any exhibit revision that changes a material legal or financial term must be approved through a written amendment signed by the Parties' duly authorized officials. Routine scheduling, contact updates, and nonmaterial site-plan details expressly delegated to the Authorized Representatives do not require a formal amendment.

Section 7.02 Notices.

A legal notice under this Agreement must be in writing and delivered personally, by nationally recognized overnight service, by certified United States mail, return receipt requested, or by email with confirmation of receipt, to the officials below. Notice is effective upon documented receipt. A Party may change its notice information by written notice without amending this Agreement.

LRGVDC	CITY OF SAN BENITO
Manuel Cruz - Executive Director Lower Rio Grande Valley Development Council 301 W. Railroad Street Weslaco, Texas 78596 956-682-3481 Ext. 105 macruz@lrgvdc.org Copy: Melisa Gonzalez-Rosas – Director/Project Mgr. Community & Economic Development 301 W Railroad Bldg. D. Weslaco, TX 78596 956-682-3481 Ext. 163 melisa.gonzales@lrgvdc.org	Carlos Yerena - City Manager City of San Benito 401 N. Sam Houston Boulevard San Benito, Texas 78586 956-361-3800 cyerena@cityofsanbenito.com Copy: Diana Garza - Assistant City Manager City of San Benito 401 N. Sam Houston Boulevard San Benito, Texas 78586 956-361-3800 dgarza@cityofsanbenito.com

Section 7.03 Authorized Representatives.

For day-to-day coordination, LRGVDC designates its Director of Community & Economic Development, or written designee, and the City designates its City Manager, Assistant City Manager, or written designee. Either Party may update its project contact by written notice. An Authorized Representative may approve scheduling and complete Exhibits A and B within the scope approved by the Parties, but may not amend a material legal or financial term unless otherwise authorized.

Section 7.04 Records and Public Information.

Each Party will retain records for which it is responsible in accordance with applicable retention requirements. The Parties acknowledge that records relating to this Agreement may be subject to the Texas Public Information Act. A Party receiving a request for records held by the other Party may refer the requester or coordinate as permitted by law; neither Party may promise confidentiality contrary to law.

Section 7.05 Assignment; Severability; Governing Law.

Neither Party may assign this Agreement without the other Party's prior written consent, except that LRGVDC may use authorized contractors as provided in Section 2.03. If a provision is held unenforceable, the remaining provisions remain effective to the fullest extent permitted by law. Texas law governs this Agreement.

Section 7.06 Counterparts and Electronic Signatures.

This Agreement may be signed in counterparts, each of which is treated as an original. Electronic and scanned signatures are effective to the extent permitted by law.

ARTICLE VIII - EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

**LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL**

CITY OF SAN BENITO

By:

By:

Name: Manuel Cruz

Name: Carlos Yerena

Title: Executive Director

Title: City Manager

Date: _____

Date: _____

EXHIBIT A - SITE DESCRIPTION AND ACCESS PLAN

Completion status: **TO BE COMPLETED AND APPROVED BEFORE INSTALLATION**

Facility / Site Name	City of San Benito
Street Address	1501 Cesar Gonzales, San Benito, TX 78586
Monitoring Footprint	6 x 6 concrete pad
Access Route	This would be the same route we took on July 7 th , 2026, for a site prep visit.
Normal Access Hours	8 am – 5 pm
Emergency Access	This would be the same route we took on July 7 th , 2026, for a site prep visit, which is the access route.
Installation Target Date	Tentatively (1 st Option): Week of October 12 th , 2026 Tentatively (2 nd Option): Week of October 19 th , 2026
City Site Contact	Carlos Yerena or Diana Garza
LRGVDC / Contractor Contact	Melisa Gonzales-Rosas (LRGVDC)/ Kyle Hunt (ALL4)

Required attachment: A map, aerial image, or site plan showing the monitoring footprint, access route, nearby utilities, and any restricted areas. The attachment should be labeled Exhibit A-1 and initialed by both Authorized Representatives.

This Exhibit A is completed and incorporated into the Agreement pursuant to Sections 1.03 and 7.03 and does not amend the Agreement's material legal or financial terms.

Approved for LRGVDC:

Name: Manuel Cruz

Signature: _____

Date: _____

Approved for the City:

Name: Carlos Yerena

Signature: _____

Date: _____

EXHIBIT B - SITE PREPARATION, UTILITIES, AND RESPONSIBILITY MATRIX

Completion status: **THE POWER ARRANGEMENT AND ANY CITY-PROVIDED WORK MUST BE CONFIRMED BEFORE INSTALLATION**

ITEM	RESPONSIBLE PARTY	REQUIREMENT / AGREED APPROACH
Final siting and layout	Both Parties	Approve Exhibit A and verify consistency with the QAPP and monitoring objectives.
Foundation / pad / anchors	LRGVDC / Contractor	Design, furnish, install, and restore unless a different arrangement is written here: _____.
Monitoring enclosure / fencing	LRGVDC / Contractor	Furnish, install, secure, and maintain approved Equipment within the footprint.
Excavation and utility locates	LRGVDC / Contractor; City cooperation	Contractor completes required locate requests; City identifies known private City lines and restricted areas.
Permits and inspections	LRGVDC / Contractor	Apply for and pay project-specific permits and inspections; City processes under ordinary procedures.
Communications / telemetry	LRGVDC / Contractor	Provide and maintain cellular, wired, or other data service required by the monitoring system.
Electrical power	LRGVDC / Contractor (To Be Confirmed)	[] City provides existing power at no charge. [] LRGVDC installs separate service and pays utility charges. [] LRGVDC provides solar/stand-alone power. [X] Other: the grant will pay any needed electrical costs and electrical usage.
Routine grounds maintenance	City / coordinated	City maintains surrounding property; LRGVDC maintains the approved footprint and coordinates activities that may affect data quality.
Equipment maintenance and repair	LRGVDC / Contractor	Perform inspections, calibration, preventive maintenance, repair, and replacement.
Site security	LRGVDC / Contractor	Provide locks, enclosure security, and project-specific protective measures. City provides no dedicated guarding or guarantee against loss.
Removal and restoration	LRGVDC / Contractor	Remove movable Equipment and restore disturbed areas under Section 5.05.
Other City-provided work or in-kind service	City of San Benito (To Be Confirmed)	None unless described and authorized here: _____.

Approved for LRGVDC:

Name: Manuel Cruz

Signature: _____

Date: _____

Approved for the City:

Name: Carlos Yerena

Signature: _____

Date: _____

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday September 30, 2026

Item #5: Department Action Item

A. Community & Economic Development.....Melisa Gonzales-Rosas
Director

2. Consideration and **ACTION** to Approve Memoranda of Agreement (MOA) for the Air Quality Program between the LRGVDC and the Delta Lake Irrigation District.

The LRGVDC administers regional air quality planning activities supported by the Texas Commission on Environmental Quality (TCEQ), including fine particulate matter (PM2.5) monitoring. The Irrigation District desires to support that public purpose by allowing a monitoring station to be located on Irrigation District-controlled property.

This Agreement establishes the terms under which LRGVDC may install, operate, maintain, and remove an air quality monitoring station at the Site defined in a Exhibit A form. The monitoring activities will be conducted in furtherance of LRGVDC's TCEQ-funded Rider 7 PM2.5 air quality planning project and the project's approved Quality Assurance Project Plan (QAPP), as applicable.

MEMORANDUM OF AGREEMENT

FOR AIR QUALITY MONITORING STATION SITE ACCESS

Lower Rio Grande Valley Development Council and Delta Lake Irrigation District

This Memorandum of Agreement ("Agreement") is entered into by and between the Lower Rio Grande Valley Development Council ("LRGVDC"), a regional planning commission and political subdivision of the State of Texas, and Delta Lake Irrigation District ("Irrigation District"), a Special Purpose District. LRGVDC and the Irrigation District may be referred to collectively as the "Parties" and individually as a "Party."

RECITALS. LRGVDC administers regional air quality planning activities supported by the Texas Commission on Environmental Quality (TCEQ), including fine particulate matter (PM_{2.5}) monitoring. The Irrigation District desires to support that public purpose by allowing a monitoring station to be located on Irrigation District-controlled property. The Parties therefore agree as follows:

ARTICLE I - PURPOSE, AUTHORITY, AND EFFECTIVE DATE

Section 1.01 Purpose.

This Agreement establishes the terms under which LRGVDC may install, operate, maintain, and remove an air quality monitoring station at the Site defined in a Exhibit A form. The monitoring activities will be conducted in furtherance of LRGVDC's TCEQ-funded Rider 7 PM_{2.5} air quality planning project and the project's approved Quality Assurance Project Plan (QAPP), as applicable.

Section 1.02 Authority.

This Agreement is made under Chapter 791 of the Texas Government Code and Chapter 391 of the Texas Local Government Code. Each Party represents that the governmental functions and services addressed by this Agreement are within its lawful authority and that its governing body has authorized this Agreement in accordance with Section 791.011(d)(1) of the Texas Government Code.

Section 1.03 Effective Date.

The "Effective Date" is the date of the last signature below. Exhibits A and B may be completed after the Effective Date in accordance with Section 7.03. The site license and access rights granted under this Agreement will not become operative, and no site preparation, installation, or other site work may begin, until Exhibits A and B have been completed and approved in writing by the Parties' Authorized Representatives. Once approved, the completed exhibits are incorporated into and made part of this Agreement without further amendment, provided they do not modify a material legal or financial term.

ARTICLE II - SITE LICENSE, EQUIPMENT, AND PROJECT WORK

Section 2.01 Site License.

Upon completion and approval of Exhibit A in accordance with Sections 1.03 and 7.03, the Irrigation District grants LRGVDC a nonexclusive, no-cost, revocable license to enter and use the portion of Irrigation District-controlled property described and depicted in Exhibit A (the "Site") solely for the monitoring project. The license includes reasonable ingress and egress through the access route shown in Exhibit A. This Agreement does not convey a leasehold, easement, or other real-property interest to LRGVDC.

Section 2.02 Equipment and Improvements.

The air quality instruments, enclosure, communications devices, power components, slab or foundation, fencing, and related items approved in Exhibit B are collectively the "Equipment." Title to movable Equipment remains with LRGVDC, its funding source, or its contractor, as applicable. The Irrigation District acquires no ownership interest in the Equipment by allowing use of the Site. Ownership or disposition of any fixed improvement will be addressed in Exhibit B or, if not addressed there, determined by written agreement before installation.

Section 2.03 Authorized Personnel and Contractors.

LRGVDC may perform its obligations through its employees, agents, contractors, and subcontractors, including ALL4, LLC, and any successor or supplemental contractor authorized in writing by LRGVDC. Use of a contractor does not relieve LRGVDC of its responsibilities to the Irrigation District under this Agreement and is not an assignment of this Agreement.

Section 2.04 Approved Work and Site Preparation.

The Parties will complete Exhibit B before work begins. Exhibit B must identify the approved installation footprint, site-preparation work, utility arrangement, access procedures, and the Party responsible for each item. Unless Exhibit B assigns an item to the Irrigation District, LRGVDC is responsible for project-specific site preparation and installation through its authorized contractor. Material changes to the footprint, utility demand, or fixed improvements require prior written approval by both Authorized Representatives and any permit or governing-body approval required by law.

Section 2.05 Permits, Standards, and QAPP.

LRGVDC will cause the project work to comply with applicable federal, state, and local laws, codes, safety requirements, permits, and the approved QAPP. LRGVDC or its contractor will obtain and pay for project-specific permits and inspections unless Exhibit B states otherwise. The Irrigation District will process permit applications under its ordinary procedures; this Agreement does not waive permit requirements or fees.

ARTICLE III - RESPONSIBILITIES OF LRGVDC

Section 3.01 Installation, Operation, and Maintenance.

LRGVDC will furnish or cause to be furnished the Equipment and will coordinate installation, calibration, operation, inspection, preventive maintenance, repair, data collection, decommissioning, and removal. Work will be scheduled with the Irrigation District Authorized Representative and performed in a manner intended to minimize unreasonable interference with the Irrigation District operations and the public's use of surrounding property.

Section 3.02 Project Costs.

Except for any specific in-kind service or utility arrangement expressly accepted by the Irrigation District in Exhibit B, LRGVDC is responsible for the costs of the Equipment, project-specific site preparation, installation, operation, maintenance, repair, relocation requested by LRGVDC, removal, and site restoration. LRGVDC's obligations are subject to lawful appropriation and the continued availability of grant or other project funds.

Section 3.03 Safety, Damage, and Insurance.

LRGVDC will require its contractor to follow applicable safety requirements and maintain the insurance required by LRGVDC's contract for the work. Upon the Irrigation District's reasonable request, LRGVDC will provide available evidence of the contractor's coverage. Consultant will repair any damage to the Irrigation District's property resulting from project work, subject to Section 6.01 and the limitations of Texas law.

Section 3.04 Data and Public Communications.

LRGVDC controls collection, validation, use, publication, and retention of monitoring data in accordance with the QAPP, the TCEQ funding agreement, and applicable law. The Irrigation District may request publicly releasable project information from LRGVDC. The Irrigation District does not certify, validate, or warrant the monitoring data solely by hosting the Equipment. Any permanent project signage or use of the Irrigation District's name or logo requires the Irrigation District's prior written approval.

ARTICLE IV - RESPONSIBILITIES OF THE IRRIGATION DISTRICT**Section 4.01 Access and Coordination.**

The Irrigation District will provide reasonable access to the Site for authorized project personnel during the hours and under the procedures stated in Exhibit A. The Irrigation District will identify a project contact and provide reasonable advance notice of the Irrigation District activities known to materially restrict access or interfere with monitoring. Emergency access will be coordinated as stated in Exhibit A.

Section 4.02 Known Site Conditions and Utilities.

The Irrigation District will disclose known conditions under its control that could materially affect installation or safe operation and will identify known privately owned Irrigation District lines at or near the approved footprint. The excavating contractor remains responsible for required utility-location procedures. Except for the Irrigation District's express representations in this Agreement, the Site is provided in its existing condition without a warranty that it is suitable for any particular equipment or monitoring objective.

Section 4.03 Routine Property Maintenance.

The Irrigation District will continue its ordinary maintenance of the surrounding Irrigation District property. The Irrigation District is not required to maintain the Equipment or the interior of any dedicated monitoring enclosure. The Parties will coordinate mowing, spraying, construction, or other activity near the Equipment when the activity could affect safety or data quality.

Section 4.04 No Unstated Financial or Custodial Obligation.

The Irrigation District is not required to incur an out-of-pocket cost, perform construction, supply utilities, or provide dedicated security unless expressly stated in Exhibit B and authorized by the Irrigation District. The Irrigation District is not a bailee or insurer of the Equipment and does not guarantee against theft, vandalism, weather, power interruption, or other loss; however, the Irrigation District will reasonably notify LRGVDC if District personnel become aware of damage or a security incident.

ARTICLE V - TERM, RELOCATION, AND TERMINATION

Section 5.01 Term.

The site-use term begins on the installation date confirmed in writing by the Authorized Representatives (the "Installation Date") and continues for five (5) years unless earlier terminated under this Article. This Agreement remains effective after termination only as necessary for removal, restoration, records, and provisions that by their nature survive.

Section 5.02 Extension.

The Parties may extend the site-use term by written amendment. They should begin discussing an extension at least sixty (60) days before expiration. An extension is subject to continued project need, funding, legal authority, and approval by each Party's authorized officials.

Section 5.03 Relocation.

The Irrigation District may request relocation of the Equipment for a planned public project, operational need, sale or change in control of the property, or other reasonable governmental purpose. The Irrigation District will give at least ninety (90) days' notice when practicable and will cooperate in identifying a feasible substitute site. Relocation is subject to technical suitability, funding, the QAPP, and written approval of a revised Exhibit A. If relocation is not feasible, either Party may terminate this Agreement.

Section 5.04 Termination and Suspension.

Either Party may terminate this Agreement without cause by giving sixty (60) days' written notice. LRGVDC may terminate on shorter notice if project funding ends, TCEQ or QAPP requirements change, or continued operation is no longer technically or legally feasible. The Irrigation District may require immediate suspension of work or operation when reasonably necessary to address an imminent threat to health, safety, property, or essential Irrigation District operations. The Parties will confer promptly regarding corrective action, relocation, or termination.

Section 5.05 Removal and Restoration.

Upon expiration or termination, LRGVDC will remove the movable Equipment within sixty (60) days or another period agreed in writing. LRGVDC will restore areas disturbed by project work to a condition reasonably comparable to their pre-installation condition, ordinary wear and tear, approved fixed improvements, and changes caused by others excepted. The Irrigation District's access obligations survive for the limited period reasonably necessary to complete removal and restoration.

ARTICLE VI - RISK ALLOCATION AND LEGAL STATUS

Section 6.01 Responsibility of Each Party.

To the extent permitted by Texas law, each Party is responsible for its own acts and omissions and those of its officers and employees. Nothing in this Agreement creates liability for one Party based solely on the acts or omissions of the other Party or of an independent contractor, except for responsibilities expressly undertaken in this Agreement. This Section does not create an indemnity obligation between the Parties.

Section 6.02 Governmental Immunity Preserved.

Nothing in this Agreement is intended to waive or limit any governmental or sovereign immunity, defense, limitation of liability, or other protection available to either Party or its officials and employees under the Texas Constitution or laws of the State of Texas. No provision will be construed as a consent to suit or as creating a claim or remedy not otherwise available by law.

Section 6.03 No Partnership; No Third-Party Beneficiaries.

This Agreement does not create a partnership, joint venture, agency, employment relationship, or separate legal entity. Except for the permitted use of contractors described in Section 2.03, no person or entity that is not a Party is an intended third-party beneficiary of this Agreement.

ARTICLE VII - GENERAL PROVISIONS

Section 7.01 Entire Agreement; Amendments.

This Agreement, together with Exhibits A and B when completed and approved pursuant to Section 7.03, constitutes the entire agreement between the Parties concerning the Site. An amendment must be in writing and signed by both Parties' duly authorized representatives. Initial completion and approval of Exhibits A and B within the authority delegated by this Agreement do not constitute an amendment. Any exhibit revision that changes a material legal or financial term must be approved through a written amendment signed by the Parties' duly authorized officials. Routine scheduling, contact updates, and nonmaterial site-plan details expressly delegated to the Authorized Representatives do not require a formal amendment.

Section 7.02 Notices.

A legal notice under this Agreement must be in writing and delivered personally, by nationally recognized overnight service, by certified United States mail, return receipt requested, or by email with confirmation of receipt, to the officials below. Notice is effective upon documented receipt. A Party may change its notice information by written notice without amending this Agreement.

REMAINDER OF PAGE LEFT BLANK

LRGVDC	IRRIGATION DISTRICT
Manuel Cruz - Executive Director Lower Rio Grande Valley Development Council 301 W. Railroad Street Weslaco, Texas 78596 956-682-3481 Ext. 105 macruz@lrgvdc.org Copy: Melisa Gonzalez-Rosas – Director/Project Mgr. Community & Economic Development 301 W Railroad Bldg. D. Weslaco, TX 78596 956-682-3481 Ext. 163 melisa.gonzales@lrgvdc.org	Troy Allen - General Manager Delta Lake Irrigation District 10370 Charles Green Rd. Edcouch, Texas 78538 956-262-2101 956-605-6598 troy@deltalakeid.org

Section 7.03 Authorized Representatives.

For day-to-day coordination, LRGVDC designates its Director of Community & Economic Development, or written designee, and the Irrigation District designates its General Manager, or written designee. Either Party may update its project contact by written notice. An Authorized Representative may approve scheduling and complete Exhibits A and B within the scope approved by the Parties, but may not amend a material legal or financial term unless otherwise authorized.

Section 7.04 Records and Public Information.

Each Party will retain records for which it is responsible in accordance with applicable retention requirements. The Parties acknowledge that records relating to this Agreement may be subject to the Texas Public Information Act. A Party receiving a request for records held by the other Party may refer the requester or coordinate as permitted by law; neither Party may promise confidentiality contrary to law.

Section 7.05 Assignment; Severability; Governing Law.

Neither Party may assign this Agreement without the other Party's prior written consent, except that LRGVDC may use authorized contractors as provided in Section 2.03. If a provision is held unenforceable, the remaining provisions remain effective to the fullest extent permitted by law. Texas law governs this Agreement.

Section 7.06 Counterparts and Electronic Signatures.

This Agreement may be signed in counterparts, each of which is treated as an original. Electronic and scanned signatures are effective to the extent permitted by law.

ARTICLE VIII - EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

**LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL**

DELTA LAKE IRRIGATION DISTRICT

By: _____

By: _____

Name: Manuel Cruz

Name: Troy Allen

Title: Executive Director

Title: General Manager

Date: _____

Date: _____

EXHIBIT A - SITE DESCRIPTION AND ACCESS PLAN

Completion status: **TO BE COMPLETED AND APPROVED BEFORE INSTALLATION**

Facility / Site Name	Delta Lake Irrigation District
Street Address	10370 Charles Green Rd., Edcouch, TX 78538
Monitoring Footprint	6 x 6 concrete pad
Access Route	This would be the same route we took on July 7 th , 2026, for a site prep visit.
Normal Access Hours	8:00 am – 5:00 pm
Emergency Access	This would be the same route we took on July 7 th , 2026, for a site prep visit.
Installation Target Date	Tentatively (1 st Option): Week of August 31 st , 2026 Tentatively (2 nd Option): Week of September 21 st , 2026
Irrigation District Site Contact	Troy Allen
LRGVDC / Contractor Contact	Melisa Gonzales-Rosas (LRGVDC)/ Kyle Hunt (ALL4)

Required attachment: A map, aerial image, or site plan showing the monitoring footprint, access route, nearby utilities, and any restricted areas. The attachment should be labeled Exhibit A-1 and initialed by both Authorized Representatives.

This Exhibit A is completed and incorporated into the Agreement pursuant to Sections 1.03 and 7.03 and does not amend the Agreement's material legal or financial terms.

Approved for LRGVDC:

Name: Manuel Cruz

Signature: _____

Date: _____

Approved for the Irrigation District:

Name: Troy Allen

Signature: _____

Date: _____

EXHIBIT B - SITE PREPARATION, UTILITIES, AND RESPONSIBILITY MATRIX

Completion status: **THE POWER ARRANGEMENT AND ANY IRRIGATION DISTRICT-PROVIDED WORK MUST BE CONFIRMED BEFORE INSTALLATION**

ITEM	RESPONSIBLE PARTY	REQUIREMENT / AGREED APPROACH
Final siting and layout	Both Parties	Approve Exhibit A and verify consistency with the QAPP and monitoring objectives.
Foundation / pad / anchors	LRGVDC / Contractor	Design, furnish, install, and restore unless a different arrangement is written here: _____.
Monitoring enclosure / fencing	LRGVDC / Contractor	Furnish, install, secure, and maintain approved Equipment within the footprint.
Excavation and utility locates	LRGVDC / Contractor; Irrigation District	Contractor completes required locate requests; Irrigation District identifies known private Irrigation District lines and restricted areas.
Permits and inspections	LRGVDC / Contractor	Apply for and pay project-specific permits and inspections; Irrigation District processes under ordinary procedures.
Communications / telemetry	LRGVDC / Contractor	Provide and maintain cellular, wired, or other data service required by the monitoring system.
Electrical power	LRGVDC / Contractor <i>(To Be Confirmed)</i>	[] Irrigation District provides existing power at no charge. [] LRGVDC installs separate service and pays utility charges. [] LRGVDC provides solar/stand-alone power. [X] Other: the grant will pay any needed electrical costs and electrical usage
Routine grounds maintenance	Irrigation District / coordinated	Irrigation District maintains surrounding property; LRGVDC maintains the approved footprint and coordinates activities that may affect data quality.
Equipment maintenance and repair	LRGVDC / Contractor	Perform inspections, calibration, preventive maintenance, repair, and replacement.
Site security	LRGVDC / Contractor	Provide locks, enclosure security, and project-specific protective measures. Irrigation District provides no dedicated guarding or guarantee against loss.
Removal and restoration	LRGVDC / Contractor	Remove movable Equipment and restore disturbed areas under Section 5.05.
Other Irrigation District-provided work or in-kind service	<u>Irrigation District</u> <i>(To Be Confirmed)</i>	None unless described and authorized here: _____.

Approved for LRGVDC:

Approved for the Irrigation District:

Name: Manuel Cruz

Name: Troy Allen

Signature: _____

Signature: _____

Date: _____

Date: _____

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday September 30, 2026

Item #5: Department Reports

A. Community & Economic Development

Program Status Reports

- **Economic Development Administration**

Staff attended the Texas Association of Regional Councils (TARC) conference the week of September 14–17, 2026. Staff participated in the Community & Economic Development Staff Association Training. The session opened with presentations throughout the day highlighted key community and economic development topics, including resources available through the Brownfields Response Program, strategies for improving energy efficiency, and guidance on navigating funding and technical assistance for local growth. Afternoon sessions explored programs such as PACE for local governments and updates on the Community Development Block Grant (CDBG) Program.

C&ED continues to issue letters of support and maintains close collaboration with city officials, EDCs, EDOs, and other economic development partners to identify and advance potential projects. These collaborative efforts strengthen applications and help ensure that letters of support align with our Comprehensive Economic Development Strategy (CEDs). If you need a letter of support for a potential project, please contact Mrs. Melisa Gonzales-Rosas for guidance on the requirements and process.

Our team continues to provide technical assistance, project development, and grant administration for EDA proposals and serves as the designated regional point of contact. We also coordinate with governmental entities to maximize project benefits and avoid duplication of resources. For more information on EDA funding opportunities, please contact the Community & Economic Development Department or visit, <https://sfgrants.eda.gov/s/>.

Disaster Supplemental Funding: This funding is available exclusively to communities affected by natural disasters that received a FEMA Disaster Declaration in 2023 or 2024. For more information about this opportunity, please visit the website linked below. <https://www.eda.gov/strategic-initiatives/disaster-recovery/supplemental/2025>

- **Texas Regional Broadband Program**

The first-day TARC session was the TRBP Intensive Workshop, which provided a full day of programming focused on Texas's statewide digital connectivity vision and regional broadband planning efforts. Sessions included a fireside chat on national trends, program implementation guidance, community-driven adoption strategies, and much interactive activities. Throughout the afternoon, staff participated in tier-specific cohort workshops

and goal-focused deep-dive discussions facilitated by state and national experts, concluding the day with reflection sessions and next steps for supporting regional broadband initiatives.

A new Broadband Specialist has joined the C&ED team to support this project. This Program Specialist will immediately begin coordinating initial tasks, including regional outreach, data collection, and organizing foundational planning activities for the program. The TRBP's goal is to build strong regional collaboration and long-term partnerships that position communities to secure funding, deploy broadband solutions, and address persistent digital access barriers in alignment with statewide priorities.

As part of this effort, the LRGVDC received supplemental funding to assist the South Texas Development Council (STDC) in developing broadband and digital opportunity plans for Jim Hogg, Webb, and Zapata Counties, with Starr County already covered under the existing Rio Grande Valley Broadband and Digital Opportunity Plan.

- **Regional Small Cities Coalition (RSCC)**

The RSCC continue to work with the LRGVDC to identify which cities have a strategic plan. We are currently gathering information from our small communities to determine how many are still without a strategic plan or capital improvement plan. This effort will help us identify potential funding opportunities that could support these communities in developing the foundational plans they need. Once we have a clearer understanding of the existing gaps, we hope to prepare a grant application aimed at securing the necessary resources to assist them in moving forward. The next Virtual Meeting will be held on November 10, 2026, at 10:00 a.m.

For any questions regarding RSCC, reach out to Brenda Salinas, bsalinas@lrgvdc.org.

- **Community & Economic Development Assistance Fund**

Mr. Ben Medina attended the Unified Scoring Committee (USC) meeting on September 2, 2026, on behalf of the Rio Grande Valley region. The meeting, held at Abilene Heritage Square, covered key administrative and programmatic items including the swearing-in of new committee members, review and approval of prior meeting minutes, and member training on scoring metrics. Committee members also discussed updates from the Texas Department of Agriculture regarding the application cycle schedule, considerations for the annual or biennial TxCDBG Community Development Fund application cycle, and proposed scoring factors for the 2027 funding cycle. The session concluded with discussion of additional business items and confirmation of the next meeting date.

The LRGVDC supports regional initiatives by disseminating information from the Texas Department of Agriculture (TDA), conducting outreach to promote fair housing objectives, and organizing regional meetings to share updates and information regarding Texas Community Development Block Grant (TXCDBG) projects.

Texas Department of Agriculture Funding Opportunities:

Community Development Fund (2027-2028)

Purpose: The Community Development Fund is the largest fund category in the TxCDBG program. This fund is available on a biennial basis for funding through a competition in each of the 24 state planning regions. Although most funds are used for public facilities (water/wastewater infrastructure, street and drainage improvements and housing activities), there are numerous other activities for which these funds may be used.

- Maximum Grant Amount: \$750,000
- Community Application Deadline: November 19, 2026
- Link to [CDV landing page](#), including the Application Guide

2027 Colonia Fund Construction Program (CFC)

Purpose: The Colonia Fund - Construction program provides eligible applicants with grants to fund water and wastewater improvements, housing rehabilitation for low- to moderate-income households, and similar basic needs for colonia residents. The term “colonia” means any identifiable unincorporated community that is determined to be a colonia on the basis of objective criteria, including lack of potable water supply, lack of adequate sewage systems, and lack of decent, safe, and sanitary housing; and was in existence as a colonia before the date of the enactment of the Cranston-Gonzalez National Affordable Housing Act (November 28, 1990). The colonia must be located within 150 miles of the Texas-Mexico border to be eligible for CFC funding.

- Maximum Grant Amount: \$1,000,000
- Community Application Deadline: November 19, 2026
- Link to [CFC landing page](#), including the Application Guide

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

- **Air Quality Program**

To support site selection for the installation of two new air monitoring systems, communication had been initiated with the Delta Lake Irrigation District and the City of San Benito. Staff and the project consultant, ALL4, met with designated personnel to provide an overview of the planned work and equipment, while also addressing any questions or concerns raised by each entity. Staff subsequently worked to finalize a draft Memorandum of Agreement (MOA) between LRGVDC and both participating entities to clearly outline the roles and responsibilities of all parties. Once the board approves the MOA, staff will begin coordinating execution by both parties and anticipated installation to begin in October.

Staff participated in the September monthly project call with TCEQ, during which they received detailed updates on ongoing activities, progress milestones, budget updates and reporting. The team used the session to ask clarifying questions, gather essential information, and maintain alignment with project objectives and timelines.

- **South Texas Clean Cities & Communities Coalition (STC4)**

STC4 has submitted the draft application to the National Renewable Energy Laboratory (NREL) for initial review and feedback. Upon receiving NREL's comments, the team will incorporate the recommended revisions into the application before presenting the updated version to the STC4 committee for final review and approval. Following the committee's approval, the completed application will be submitted to the U.S. Department of Energy (DOE) for consideration.

- **Solid Waste Management Program**

The 2026-2027 Solid Waste Contracts for the 2027 projects have been signed by Mr. Manuel Cruz and sent out to the City of Alton and City of Mercedes with all the forms needed to document project results and reimbursements. The projects began on September 1, 2026, and will run until June 30, 2027.

The City of Alton is proposing to enhance its existing program by developing a permanent, supervised drive-and-drop collection site at 8100 N. Moorefield Road, Alton, TX 78573. This facility will provide residents with a convenient location to dispose of approved materials and help reduce illegal dumping. The city plans to contract RC8 LLC for \$30,000 to construct a permanent structure that will support continuous collection using six designated roll-off containers for items such as tires, brush and yard waste, metals, bulky items, construction debris, and other authorized materials. In addition, the City of Alton will contribute a \$55,000 cash match to cover eligible non-grant expenses, including site preparation, minor construction, signage, traffic control improvements, and vendor hauling, processing, and disposal fees.

The City of Mercedes plans to purchase ten outdoor remote surveillance cameras, priced at \$3,499 each, to be installed at known illegal dumping hotspots. These cameras will help deter illegal tire disposal, strengthen enforcement efforts, and enhance environmental protection. Advanced features such as vehicle and motion search capabilities will improve detection of individuals engaged in dumping, while license-plate alerts and indexing will support tracking and potential prosecution of repeat offenders. Although the city is requesting the program maximum of \$30,000, it will provide an additional \$21,316.50 in local matching funds to fully implement the project.

The next SWAC meeting will be held on September 29, 2026, at 10:00 am. Staff continues to provide technical assistance, outreach, and monitoring for all Solid Waste Projects. Information about the Solid Waste program is available at www.lrgvdc.org/solidwaste.html.

- **Solid Waste Infrastructure of Recycling (SWIFR) Program**

On September 18th, our C&ED Program Specialist, Mrs. Sydney Ribera, was part of a discussion with Brownsville ISD on how they could develop and implement a composting pilot program. The goal is to establish an initial framework for a manageable and sustainable pilot, identify potential campuses for implementation, and outline the resources and support needed to ensure success and future expansion districtwide. Attendees were encouraged to invite additional individuals who may offer valuable insight, expertise, or resources to strengthen this initiative. Notably, Sharp Elementary and Breeden Elementary have already expressed interest in exploring composting opportunities, and

ongoing communication with LRGVDC on introducing a composting curriculum aligned with the Texas Essential Knowledge and Skills (TEKS), which may serve as a foundational component of the program.

Under the Solid Waste Infrastructure for Recycling (SWIFR) program, the final report has been successfully submitted to TCEQ. Staff will continue coordinating with participating schools as they prepare to implement hands-on learning activities that emphasize the importance of collecting food scraps for composting and reducing the amount of organic waste sent to landfills. With the Teacher's Edition of the composting curriculum now finalized, Region One Education Service Center will proceed with professionally printing the materials, which will then be distributed to educators across the participating campuses.

We are eager to see how teachers incorporate this enhanced curriculum into their instructional practices to deepen students' understanding of environmental stewardship and sustainable waste-management strategies. The Curriculum can be found on the www.lrgvdc.org/solidwaste.html.

- **Water Quality Program**

4 Outreach Events Attended – September 2026

Community Clean-Up – San Benito Resaca Trail | September 5, 2026

Coordinated and prepared for community clean-up outreach at the San Benito Resaca Trail. Planning activities focused on supporting litter prevention, proper waste disposal, and protection of local waterways and the surrounding environment.



National Night Out – City of Weslaco | September 19, 2026

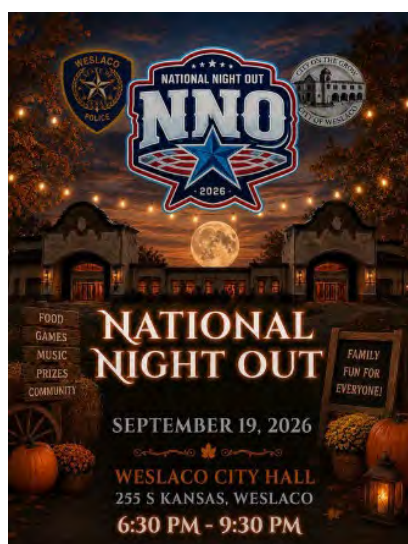
Coordinated and prepared for Water Quality Program outreach at the City of Weslaco National Night Out. Prepared educational materials and outreach resources to engage residents and families and promote awareness of water quality protection, pollution prevention, and environmental stewardship.

National Night Out – Hidalgo County | September 29, 2026

Coordinated and prepared for Water Quality Program outreach at Hidalgo County's National Night Out at Payne Arena. Planning activities included preparing educational materials and outreach resources to engage families and provide information on water quality, pollution prevention, and practices that help protect local waterways.

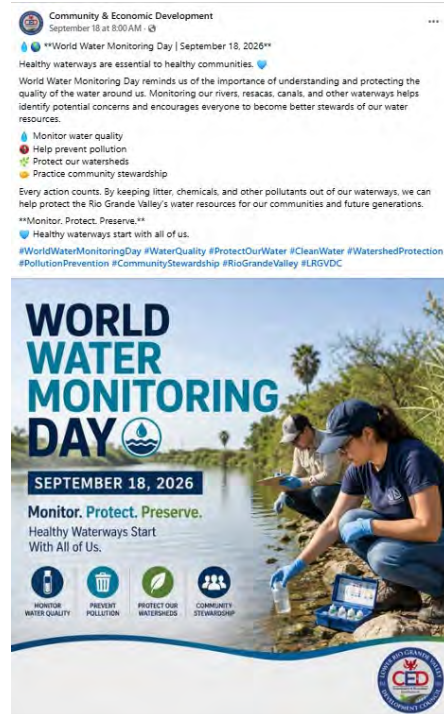
Fire Safety Fest – Mission Fire Department | September 30, 2026

Coordinated and prepared for Water Quality Program outreach at the Mission Fire Department Fire Safety Fest. Planning activities included preparing educational materials and outreach resources to engage families and community members and promote awareness of water quality protection, pollution prevention, and environmental stewardship.



To further connect with and inspire our online community, the team creates monthly themed Facebook posts that invite followers to join the conversation by liking or commenting. Each post highlights an important water quality topic and shares valuable, easy-to-understand information. Through these engaging posts, the CED Facebook page continues to raise awareness, spark curiosity, and encourage the public to take an active interest in protecting our water resources.

[Community & Economic Development | Facebook](#), LRGVDC Facebook: [Lower Rio Grande Valley Development Council | Weslaco TX | Facebook](#)



Arroyo Colorado Watershed Partnership

The LRGVDC will begin testing local water soon for the Texas Stream Team which trained our Program Specialist I - Water Quality and Community Outreach Representative as community scientists. The goal is to reactivate inactive sites, fill monitoring gaps in state coverage, and increase water quality data for the watersheds in the region. Several sites have been identified within the Arroyo Colorado Watershed and will be confirmed once water testing kits are purchased through the water quality grant. There are plans to host another community scientist training day in the Rio Grande Valley this fall, potentially on a weekend to accommodate a wider range of attendees.

- **Regional Water Resource Advisory Committee (RWRAC)**

RWRAC held their meeting on Wednesday, September 9, 2026. It featured a video on the Lateral G development, updates from the Arroyo Colorado Watershed Partnership, and a presentation on small-scale desalination from Harmony Desalting. Staff continue to distribute water information to regional stakeholders to keep them informed about upcoming funding opportunities, water conservation efforts, and available water resources. This ongoing outreach ensures that communities remain aware of key program updates and potential avenues for securing financial support for local projects.

TWDB Funding Opportunities

- State Water Implementation Fund for Texas (SWIFT)
- Flood Infrastructure Fund (FIF)
- Drinking Water State Revolving Fund (DWSRF)
- Clean Water State Revolving Fund (CWSRF)
- Texas Water Development Fund (DFund)
- Texas Water Fund (TWF)

If you have any questions, please feel free to reach out to me or Mrs. Melisa Gonzales-Rosas, or Ms. Enriqueta Caballero, TWDB Outreach Specialist and Program Administrator, at enriqueta.caballero@twdb.texas.gov or by phone at 512-435-9071.

Visit, <https://www.lrgvdc.org/water.html>, for water resource information. For any RWRAC questions, please contact Sydney Ribera, sribera@lrgvdc.org

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

The Rio Grande Regional Water Planning Group (Region M) is seeking nominations to fill a vacancy on their voting membership. Nominations will be accepted for one (1) vacancy in each of the following categories: (1) Agriculture, and (1) Water Districts.

Deadline for receipt of nominations: September 25, 2026

Submission Instructions: Nomination forms must be submitted in written form, either by email or mail to:

RGRWPG (Region M) c/o LRGVDC
Attn: Valerie Ramos, Program Manager
301 W. Railroad St., Weslaco, TX 78596
Email: vramos@lrgvdc.org

The nomination form can be found at: <http://riograndewaterplan.org/>

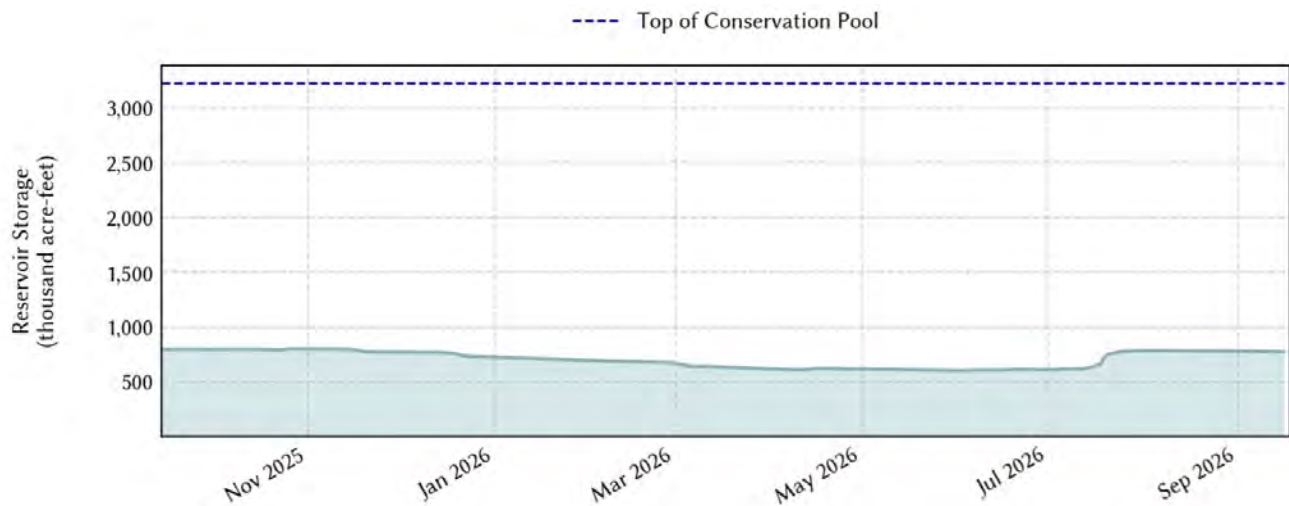
For details regarding eligibility criteria, membership conditions, or questions about the objectives of the RGRWPG, please contact Valerie Ramos.

The next Region M meeting is scheduled for November 4, 2026, at 9:30 AM. Meeting details will be placed on the LRGVDC Events Calendar webpage and the Region M website, <http://riograndewaterplan.org> or <https://www.lrgvdc.org/>

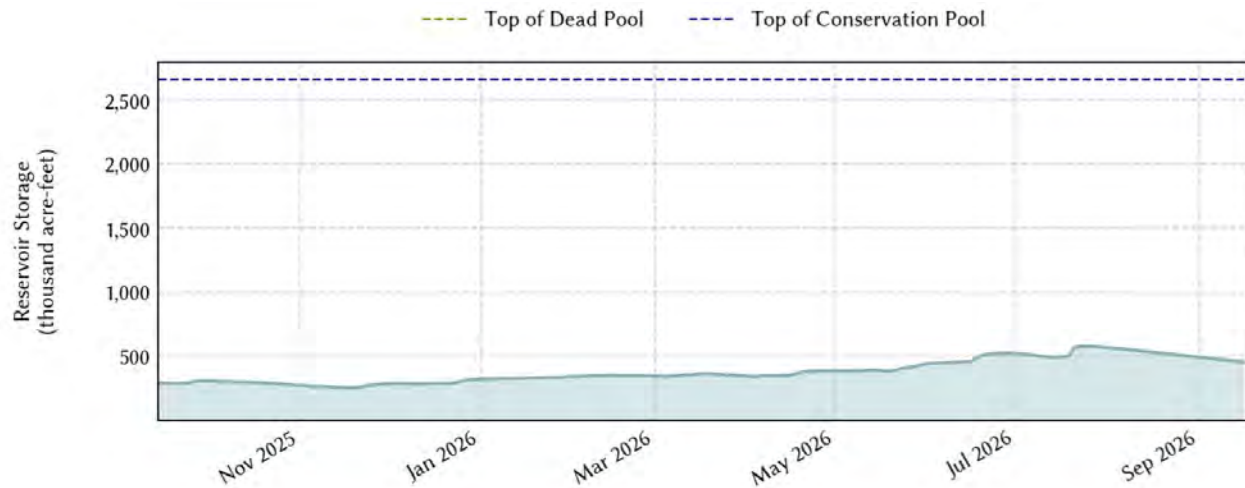
For any other additional information, you may contact Mrs. Melisa-Gonzales Rosas at (956)682-3481 ext.163 or melisa.gonzales@lrgvdc.org;

- **Reservoir Levels as of September 16, 2026 (www.IBWC.gov)**

AMISTAD RESEVOIR



FALCON RESEVOIR



Texas Water Development Board - Water Weekly

Water Weekly

For the week of 09/14/26



Water conditions

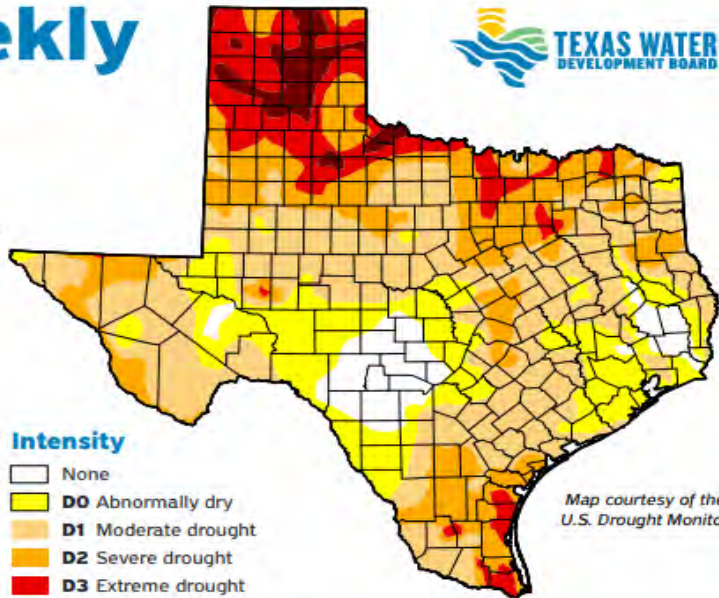
The latest drought map for conditions as of September 8 shows one or two classes of improvement for parts of East Texas impacted by Tropical Storm Edouard—but more of the state experienced one class of degradation, leading to the seventh consecutive week of drought expansion within the state.

Drought conditions

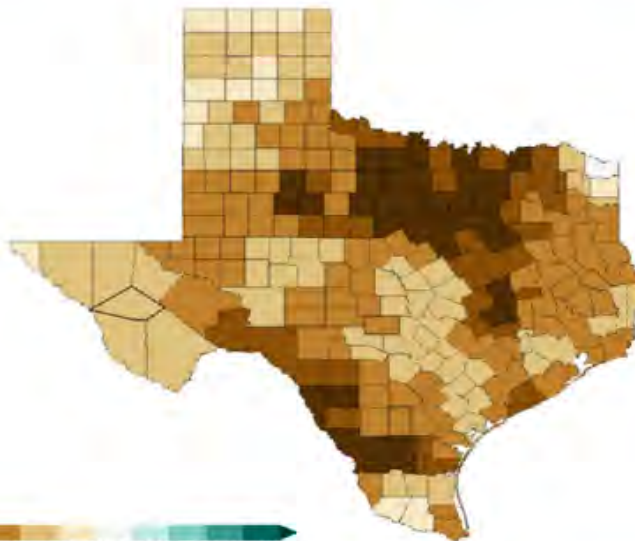
74% now
69% a week ago
41% three months ago
19% a year ago

Intensity

- None
- D0** Abnormally dry
- D1** Moderate drought
- D2** Severe drought
- D3** Extreme drought
- D4** Exceptional drought



Map courtesy of the U.S. Drought Monitor



5 10 25 50 75 125 150 200 300 500%

August precipitation percentage

With a statewide average of 0.53 inches of precipitation, August 2026 was the third driest August in Texas since 1895. Thirty-five counties received less than five percent of their 20th century average precipitation for August. Bowie County in northeast Texas received the highest percentage of average precipitation (82 percent).

Map courtesy of NOAA

ITEM # 5. B.

HEALTH

&

HUMAN SERVICES

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, September 30, 2026

Item #5: Department Action Item

B. Health & Human Services.....Margarita Lopez
Director

1. Consideration and **ACTION** to approve the continued service of Maria Connie Garza as Chairperson and Kendra Stine as Vice-Chairperson of the Citizens Advisory Council, in accordance with Article VI (Officers) and Article V, Section 4 of the Rules of Function.

The Citizens Advisory Council is requesting to reappoint/reelect Maria Connie Garza and Kendra Stine to continue serving in their respective roles. Both have accepted their nomination to continue serving. Maria Connie Garza has been serving as Chairperson of the Citizens Advisory Council and will continue in this role. A retired police officer, Ms. Garza remains actively involved in the community through service on the City of Mission Advisory Board, Women in Touch, and Calvary Baptist Church, and by teaching painting classes. She contributes strong advocacy, education, and outreach efforts to support older adults and individuals with disabilities across the region. Ms. Garza also meets the Council's composition requirement as an individual 60 years of age or older representing Hidalgo County, further supporting compliance with membership guidelines.

Kendra Stine has been serving as Vice-Chairperson of the Citizens Advisory Council and will continue her leadership. Throughout her service, she has actively supported Council operations, participated in discussions, and provided consistent guidance on matters impacting older adults and individuals with disabilities. Her continued service ensures stability and continuity in Council leadership. Ms. Stine meets the Council's composition requirement under the "other" membership category representing Cameron County.

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, September 30, 2026

Item #5: Department Action Item

B. Health & Human Services..... Margarita Lopez
Director

2. Consideration and **ACTION** to approve an amendment to Article VI (Officers) of the Citizens Advisory Council Rules of Function to change the term of office for the Chairperson and Vice-Chairperson from one (1) year to two (2) years.

Current Article VI states that the Chairperson and Vice-Chairperson serve a term of one (1) year, or until their successors are designated, and that those holding these roles may be reelected. The Citizens Advisory Council is requesting this amendment to extend the officer term to two (2) years in order to provide greater continuity and stability in Council leadership.

Per Article X (Amendments) of the Rules of Function, any approved revision must be submitted in writing to the Area Agency on Aging for assessment, with recommendations subsequently forwarded to the LRGVDC Board of Directors for final approval.

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, September 30, 2026

Item #5: Department Status Reports

B. Health & Human Services

Area Agency on Aging Program Status Report

The following document represents the Area Agency on Aging's and the Aging and Disability Resource Center's report for August 2026.

Area Plan 2027–2029 Approval Highlight: We are pleased to announce that HHSC has approved the Lower Rio Grande Valley Area Plan for 2027–2029. We extend our sincere appreciation to the LRGVDC Board of Directors for their support and valuable contributions throughout the development of the Area Plan. This approval represents an important milestone in our continued efforts to address the needs of older adults, individuals with disabilities, and their families across our region.

- **Direct Consumer Services Report – Care Coordination August 2026**
 - ✓ The Care Coordination Program served a total of 72 new clients.
 - ✓ A total of 95 individuals were provided with case management assistance.

Direct Consumer Services	Total New Clients	Total Clients Serviced
Care Coordination Services	64	95
Health Maintenance Services Assistance paying for medication, durable medical equipment, and other medical supplies.	44	47
Homemaker Services Temporary assistance with light housekeeping duties such as cleaning, laundry, and meal preparation.	0	26
Transportation Services Assistance with transportation services to medical, rehabilitation, and dialysis appointments.	7	9
Residential Repair Services Assistance with home modifications such as grab bars, ADA commodes, ramps, and tub removals.	13	13
Total Clients Serviced	128	190

- **Direct Consumer Services Report – Caregiver Support August 2026**

- ✓ The Caregiver Support Program serviced a total of 48 new clients.
- ✓ A total of 98 individuals were provided with case management assistance.

Direct Consumer Services	Total New Clients	Total Clients Serviced
Caregiver Support Services	48	98
Respite In-Home Services Provide relief to the caregiver and includes personal care such as bathing, grooming, dressing, transferring, and light housekeeping duties.	4	83
Health Maintenance Services Assistance paying for medication, durable medical equipment, and other medical supplies.	44	15

- **Direct Consumer Services Report – Community Development Block Grant August 2026**

- ✓ All Area Agency on Aging funds exhausted.
- ✓ FY 2026 CDBG activities have been completed. Awaiting approval and funding awards for FY 2027.

- **Direct Consumer Services Report – Interest List August 2026**

- ✓ As of September 1st, 2026, A total of 1,188 individuals has expressed interest in our services through the Area Agency on Aging. The increased demand is attributed to ongoing outreach and collaborative efforts across the Rio Grande Valley.

Direct Consumer Services Interest List	
Care Coordination Services	1,079
Caregiver Support Services	109
Grand Total	1,188

- **Nutrition Program Report: August 2026**

- ✓ Successfully delivered 22,694 meals
- ✓ Successfully enrolled 57 new clients into the Congregate Meals program
- ✓ Successfully served 33,517 Congregate meals

Meals Program	Total New Clients	Total Meals Served
Home Delivered Meals	0	22,694
Congregate Meals	57	33,517
Grand Total	57	56,211

- **Senior Center Operations Report – August 2026**

- ✓ Program successfully enrolled 50 new clients
- ✓ Senior Centers conducted 17,228 activities with their clients

Senior Center Operations	
New Clients	50
Total activities	17,228

- **Billing Department Operations Report – August 2026**

- ✓ Following the August approval of vendors and subrecipients for FY 2026-2027, the Billing and Procurement teams have been completing the onboarding process, including contract execution and required documentation, in preparation for the new fiscal year beginning October 1, 2026. The Billing Department is also finalizing all FY 2026 billing and projects to ensure proper closeout by September 30, 2026.

Special Services Report

- **Benefit Counselors Program – August 2026**

- ✓ A total of 342 clients, including 293 new clients, were served through one-on-one assistance and outreach efforts.
- ✓ Benefit Counselors have initiated Medicare Open Enrollment awareness activities and have begun scheduling appointments with beneficiaries in preparation for the upcoming enrollment period.
- ✓ Benefit Counselors continued their collaboration with the Cameron County Public Health Department to expand outreach and education to rural communities, including participation in the Senior Empowerment Workshop in Combes, Texas. During the event, staff promoted the upcoming Medicare Open Enrollment period, distributed informational materials, and provided education and resources on advanced directives

Benefit Counselors	Total New Clients	Total Clients Served
HICAP Awareness	88	88
HICAP Assistance	34	48
MIPPA	86	101
Legal Awareness	62	62
Legal Assistance	23	43
Grand Total	293	342

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

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

● **Care Transition Intervention (CTI) Report August 2026**

- ✓ The recruitment process remains ongoing. The program is committed to filling the vacant positions as expeditiously as possible. Upon hiring, new staff will complete the required hospital-based training and credentialing process before fully resuming program activities. The program remains committed to restoring full-service delivery and reporting capacity as efficiently as possible.

● **Benjamin Rose Institute Care Consultant Report – August 2026**

- ✓ The recruitment process remains ongoing. The program is committed to filling the vacant positions as expeditiously as possible. Upon hiring, new staff will complete the required hospital-based training and credentialing process before fully resuming program activities. The program remains committed to restoring full-service delivery and reporting capacity as efficiently as possible.

- **Ombudsman Program Report – August 2026**

- ✓ The Ombudsman handled 14 complaints.
- ✓ They dedicated 229.55 activity hours and recorded 296 activity totals.
- ✓ The volunteers collectively contributed 25 in-kind hours.

Ombudsman				
Month	Total Volunteer Hours	Total Activity Hours	Total Activities	Total Investigated Complaints
August 2026	25	229.55	296	14

- **Ombudsman Program Highlights**

- ✓ The Ombudsman team attended the 2026 QMP Quality in Long-Term Care Conference in Austin, Texas, held at the Renaissance Austin Arboretum. The conference was hosted by the UT Austin School of Social Work and the Health and Human Services Commission.

One of the conference highlights was the session, “The Music Box: Remembering the Music.” During the session, the presenter demonstrated how music can be effectively incorporated into long-term care settings to help staff better understand and care for residents.

Music can be a powerful and meaningful tool for connecting with residents. Familiar songs and melodies can help residents recall memories, personal experiences, and important moments from their past. Incorporating music into daily care can promote meaningful engagement and provide staff with valuable insight into each resident’s life story and preferences.

Aging and Disabilities Resource Center

***FY Transition Note:** The ADRC FY 2025–2026 contract period ended August 31, 2026, and the program is completing the closeout process. The FY 2026–2027 contract period began September 1, 2026, and program operations are being aligned with new amendments, requirements, and guidance provided by HHSC.

- **Information Referral & Assistance Report – August 2026**

- ✓ The intake team had a total of 345 interactions via phone lines, walk-ins, emails, faxes, and follow-ups.

IR&A Interactions	
1-800 AAA	11
1-855 ADRC	14
(956) 682-3481	73
(956) 412-0958	25
Walk-ins	7
E-mails	22
Fax	1
Follow ups	95
Total Interactions	248
Consumer Age Group	
Consumers 60+	161
Consumer 59 and below	2
Total Consumers	166
Consumer Demographics	
Consumers with a Disability	143
Veterans	6
Top Call Topics	
Benefits Counseling	44
Health Maintenance	33
Homemaker Services	32
Residential Repairs	42
Respite Services	18

- **ADRC Community Development Block Grant (CDBG) Report – August 2026**

- ✓ Provided services to 25 consumers under the CDBG Grant.
- ✓ 17 Consumers were served for Homemaker
- ✓ 8 Consumers were served for Health Maintenance

ADRC Community Development Block Grant (CDBG)		
City	Homemaker Services	Health Maintenance
City of Pharr	11	2
City of Mission	0	2
City of McAllen	6	4
Total Consumers Per Service Line:	17	8
Total Consumer Served:	25	

ITEM # 5. C.

PUBLIC SAFETY

ITEM # 5. C.1.

**EMERGENCY SERVICES
CRIMINAL JUSTICE &
HOMELAND SECURITY**

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, September 30, 2026

Item #5: Department Action Item

C. Emergency Services, Criminal Justice & Homeland Security.....Cesar Merla
Director

1. Consideration and **ACTION** to Approve Resolution for FY 2027-28 Non-Profit Security Grant application titled Regional Planning and Security.

As part of the Public Safety Office's Homeland Security Grants Division (HSGD) grant guidelines, applications must include a resolution that contains information such authorization by its governing body for the submission of an application, annotating the authorized official and the financial officer in order to submit applications to the Officer of the Governor-Public Safety Office eGrants system .



Non-Profit Security Grant for FY 2027-2028

Resolution 2026-15

WHEREAS the LRGVDC Board of Directors finds it in the best interest of the citizens of the local governments of the LRGVDC region that the *Non-Profit Security Grant* project to be operated for 09/01/2027 - 8/31/2028.

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

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

WHEREAS the LRGVDC Board of Directors designates the Finance Director as the grantee's financial officer. The financial office is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the LRGVDC Board of Directors approve submission of the grant application for the *Non-Profit Security Grant project*.

Passed and approved this 30th day of September 2026. Signed by:

Judge Aurelio Guerra, LRGVDC President

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, September 30, 2026

Item #5: Department Action Item

C. Emergency Services, Criminal Justice & Homeland Security.....Cesar Merla
Director

2. Consideration and **ACTION** to Approve Resolution for FY 2027-28 Homeland Security
Program Grant application titled Regional Planning

As part of the Public Safety Office’s Homeland Security Grants Division (HSGD) grant guidelines, applications must include a resolution that contains information such authorization by its governing body for the submission of an application, annotating the authorized official and the financial officer in order to submit applications to the Officer of the Governor-Public Safety Office eGrants system.



COG 21-Homeland Security Regional Planning

Resolution 2026-16

WHEREAS the LRGVDC Board of Directors finds it in the best interest of the local governments of the LRGVDC region that the COG-21 Homeland Security Regional Planning project to be operated for 09/01/2027 - 8/31/2028.

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

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

WHEREAS the LRGVDC Board of Directors designates the Finance Director as the grantee's financial officer. The financial office is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the LRGVDC Board of

Directors approves submission of the grant application for the COG-21 Homeland Security Regional Planning project.

Passed and approved this 30th day of September 2026. Signed by:

Judge Aurelio Guerra, LRGVDC President

Lower Rio Grande Development Council
Board of Directors Meeting

Wednesday, September 30, 2026

Item #5: Department Action Item

C. Emergency Services, Criminal Justice, & Homeland Security.....Cesar Merla
Director

3. Consideration and **ACTION** to Approve Resolution for FY 2027-28 State Homeland Security Program Grant application titled Regional Fire Academy Training Coordinator.

As part of the Public Safety Office's Homeland Security Grants Division (HSGD) grant guidelines, applications must include a resolution that contains information such authorization by its governing body for the submission of an application, annotating the authorized official and the financial officer in order to submit applications to the Officer of the Governor-Public Safety Office eGrants system.



Regional Fire Academy/ Training Coordinator

Resolution 2026-17

WHEREAS the LRGVDC Board of Directors finds it in the best interest of the local governments of the LRGVDC region that the Coordinator for Regional Fire Academy project to be operated for 11/01/2027 - 10/31/2028.

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

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

WHEREAS the LRGVDC Board of Directors designates the Finance Director as the grantee's financial officer. The financial office is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the

LRGVDC Board of Directors approves submission of the grant application for the Coordinator for Regional Fire Academy project.

Passed and approved this 30th day of September 2026. Signed by:

Judge Aurelio Guerra, LRGVDC President

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday, September 30, 2026

Item #5: Department Action Item

C. Emergency Services, Criminal Justice & Homeland Security.....Cesar Merla
Director

4. Consideration and **ACTION** to Approve Resolution for FY 2027-28 Criminal Justice Assistance Program Grant application titled Regional Criminal Justice Planning and Assistance.

As part of the Public Safety Office's Criminal Justice Assistance Grants Division (CJD) grant guidelines, applications must include a resolution that contains information such authorization by its governing body for the submission of an application. Upon approval the resolution will be uploaded in eGrants on or before the grant deadline.



Regional Criminal Justice Planning and Assistance

Resolution 2026-18

WHEREAS the LRGVDC Board of Directors finds it in the best interest of the citizens of the local governments of the LRGVDC region that the *Regional Criminal Justice Planning and Assistance* project to be operated for 10/01/2027 - 9/30/2028.

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

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

WHEREAS the LRGVDC Board of Directors designates the Finance Director as the grantee's financial officer. The financial office is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the LRGVDC Board of Directors approves submission of the grant application for the *Regional Criminal Justice Planning and Assistance*.

Passed and approved this 30th day of September 2026. Signed by

Judge Aurelio Guerra, LRGVDC President

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday September 30, 2026

Item #5: Public Safety- Status Reports

C. Emergency Services, Criminal Justice & Homeland Security.....Cesar Merla
Director

Criminal Justice Program

- On September 9, 2026, staff hosted the September Criminal Justice Advisory Committee (CJAC) Meeting.
- On September 16-17, 2026, staff attended Bi-Annual Texas Association of Regional Councils (TARC) Conference Criminal Justice, in Austin Cambria Hotel, Austin, TX

Homeland Security Program

- On September 1, 2026, staff participated on a call on a Special Event Data Call for FY 2027 with local emergency services.
- On September 1, 2026, staff participated in the Brownsville city meeting to discuss the signing of the Regional Mutual Aid document to aid in regionally affected disasters.
- On September 16-17, 2026, staff attended Bi-Annual Texas Association of Regional Councils (TARC) Conference Homeland Security, in Austin Cambria Hotel, Austin, TX.
- On September 3, 2026, staff hosted the September Homeland Security Advisory Committee (HSAC) Meeting.
- On September 19, 2026, staff participated in the Weslaco Police Department National Night Out (NNO) at the Weslaco, City Hall.
- On September 24, 2026, staff member attended the Hidalgo County Local Emergency Planning Committee (LEPC) Leadership Seminar at STC Mid-Valley Campus in Weslaco, TX

Hidalgo County Pending Mutual Aid Agreements
McAllen
Weslaco
San Juan
Progreso
Penitas
Palmview
Palmhurst
La Villa
La Joya
Granjeno
Edinburg
Edcouch
Alton

Cameron County Pending Mutual Aid Agreements
Bayview
Indian Lake
La Feria
Laguna Vista
Palm Valley
Port Isabel
Rancho Viejo
Rio Hondo
Santa Rosa
South Padre Island
Starbase

Pending as of 9-18-2026: 27 Jurisdictions

Willacy County Pending Mutual Aid Agreements
Lyford
Raymondville
San Perlita



Lower Rio Grande Valley Development Council Board of Directors Meeting

Wednesday, September 30, 2026

Item #5: Department Reports

C. Public Safety

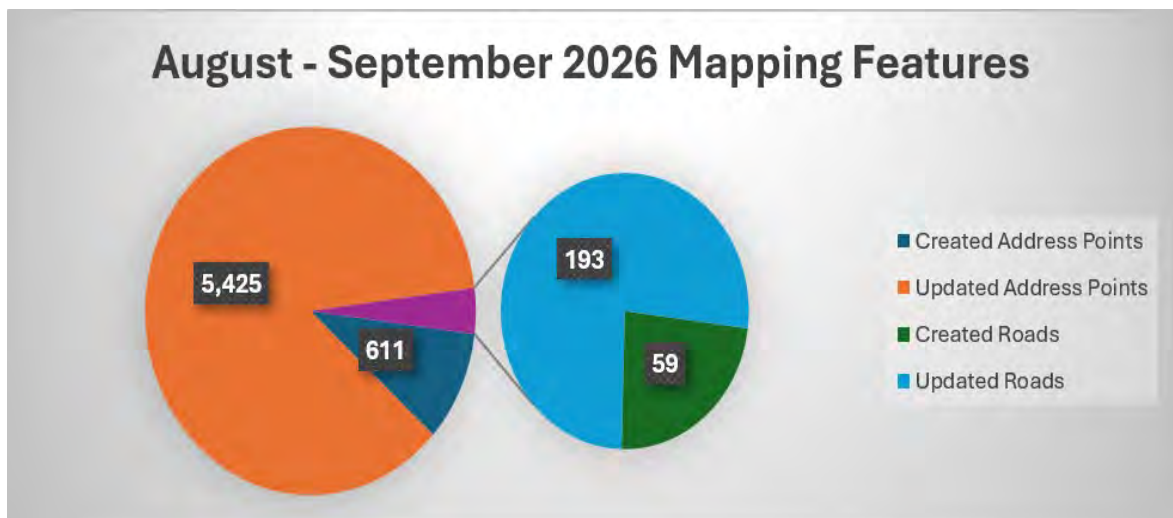
Rio Grande Valley Emergency Communication District Status Report

- 9-1-1 | GIS Division

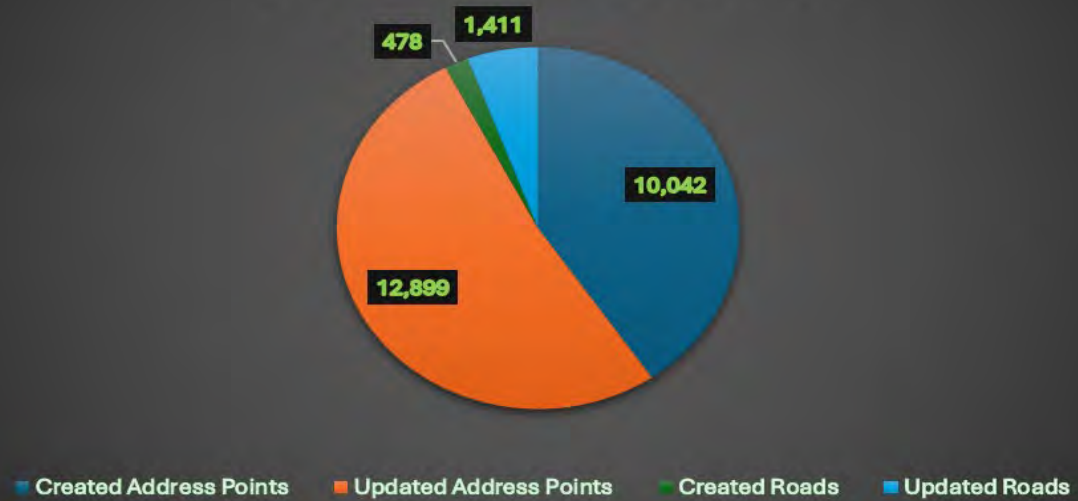
The GIS Division is building on the priorities established during the August 6 annual work-planning session with Esri. The GIS Division Staff have moved from planning into implementation by initiating a subdivision audit under its Annual Work Plan.

The audit focuses on verifying that completed and newly developed subdivisions throughout the service area are accurately reflected in the District's 9-1-1 mapping database. The GIS Division Staff are comparing subdivision plats with existing address records to identify missing information, address inconsistencies, and development changes requiring updates. As discrepancies are identified, the GIS Division will coordinate with the appropriate local jurisdictions to verify information and make necessary corrections. This work puts the plan's mapping accuracy and interagency coordination priorities into practice, helping ensure that telecommunicators and emergency responders have reliable location information as development continues across the region.

Accurate and up-to-date geographic data is essential to effective emergency communications. Through this ongoing initiative, GIS Division Staff are enhancing the reliability of the mapping and addressing information used by telecommunicators and emergency responders to locate callers and coordinate assistance. These efforts help support efficient emergency response and ensure the continued delivery of dependable 9-1-1 services throughout the District's service area.



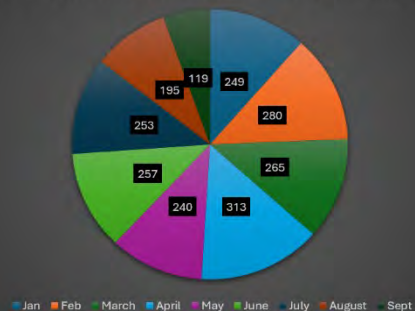
2026 Total Production : GIS



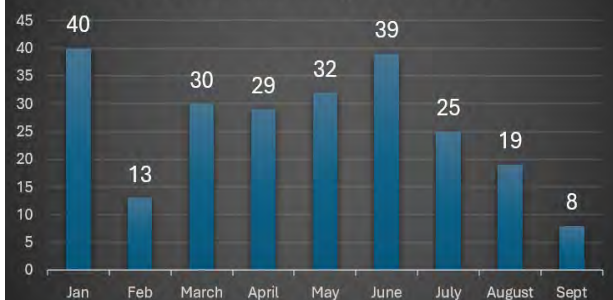
RGV911.org Pageviews 2026 Total



2026 Jan-August Address Tickets Totals



Subdivision Requests 2026



- 9-1-1 | Information Technology Division

The Information Technology Division continues working on projects that support reliable 9-1-1 operations, backup power, and the technology used by our PSAPs. At the Hidalgo County Sheriff's Office, the Information Technology Division has entered the second phase of evaluating voice technologies and identifying additional testing needs. Following the completion of the three-month Voice Transcription pilot, Information Technology Division Staff are evaluating the technology's effectiveness in assisting call takers with capturing, referencing, and verifying information during live 9-1-1 calls. The results will help us determine the effectiveness of the technology and its potential use at other PSAPs.

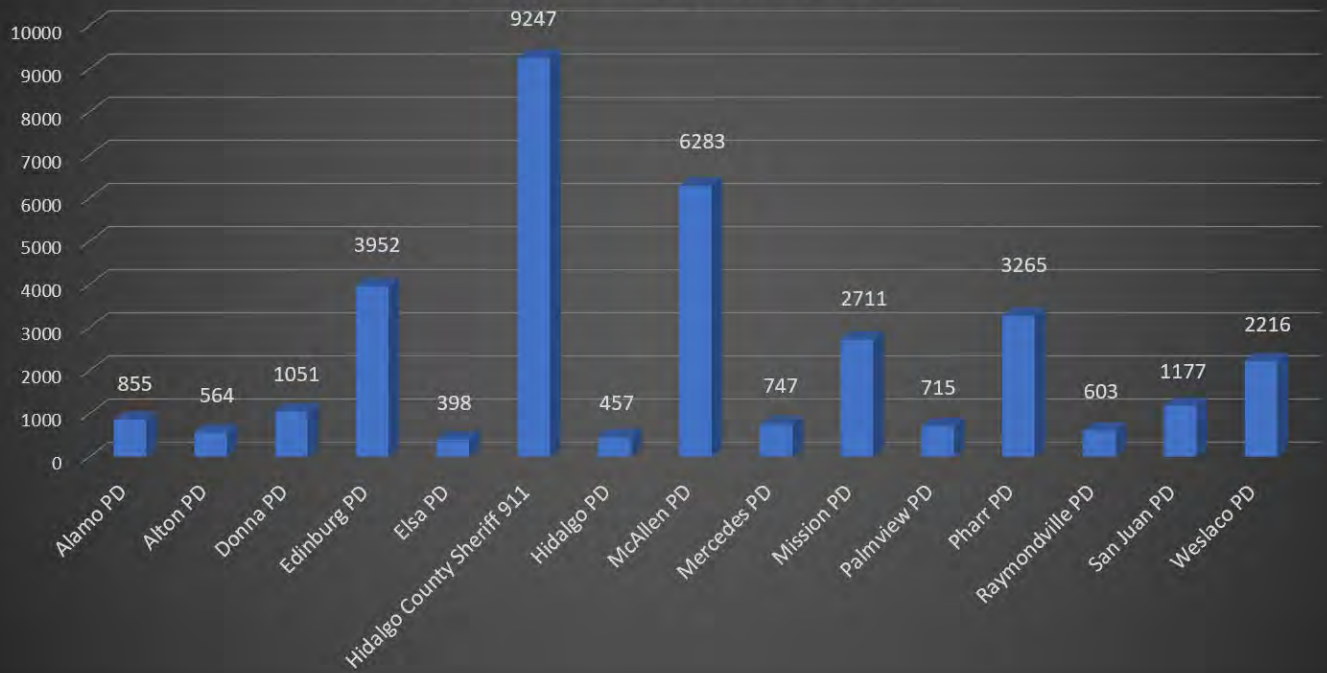
Backup power improvements have also progressed to the next phase. With generator transfer switches now installed at the Alton Police Department and Hidalgo County Sheriff's Office to support mobile generator compatibility, Information Technology Division Staff are evaluating generator replacement options for the Mission and San Juan Police Departments. This work addresses aging equipment and future replacement needs to help sustain 9-1-1 operations during commercial power outages.

The IT Division Staff secured a preventive maintenance agreement for the Multi-Agency Communication Center (MACC) generator. Routine maintenance will allow us to identify potential issues before they impact operations, reduce the possibility of unexpected equipment failures, and help extend the life of the generator. Maintaining this equipment is especially important to ensure the MACC remains ready for deployment and can continue supporting emergency communications when commercial power may be unavailable.

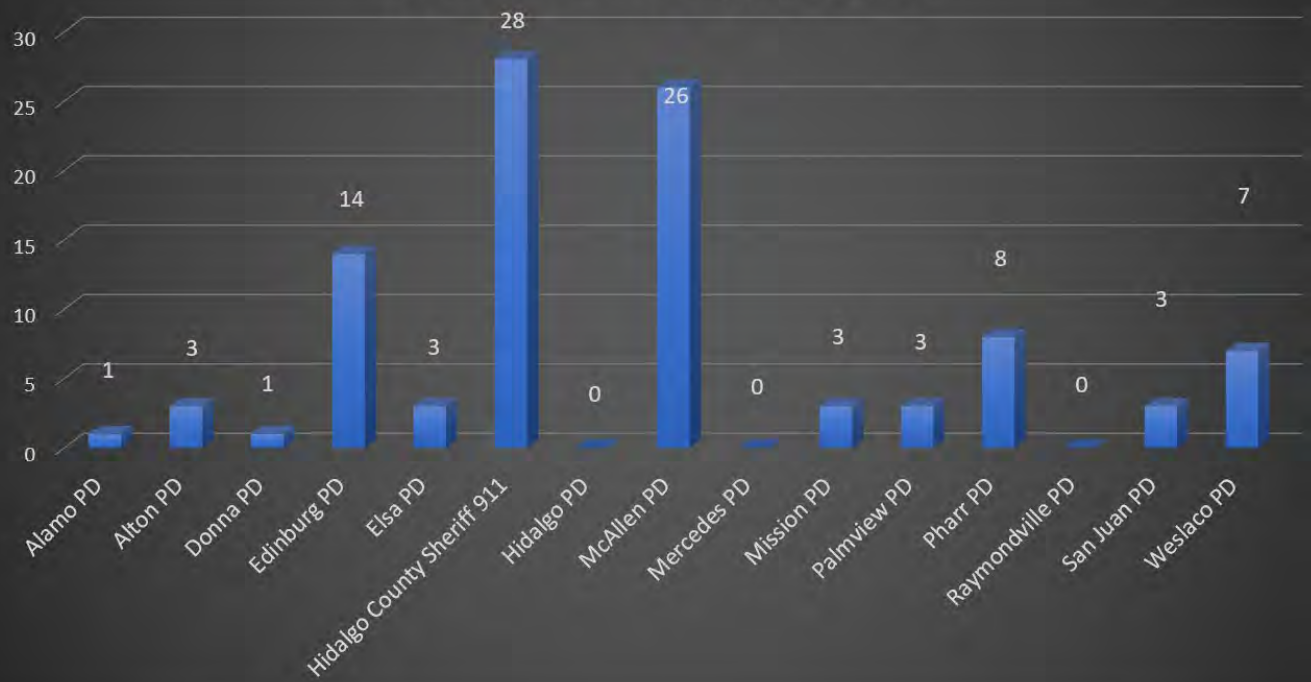
The IT Division Staff will conduct regional Power 9-1-1 and Spatial Command & Control (SCC) Mapping training from September 28–30. Both morning and afternoon sessions will be offered to accommodate PSAP personnel. Approximately 30 regional telecommunicators have registered to participate. This training provides telecommunicators with hands-on instruction on the call-handling and mapping systems they use to process 9-1-1 calls, helping them better understand available features, properly utilize system tools, and efficiently locate and manage emergency incidents. Ongoing regional training helps ensure regional telecommunicators remain up to date as technology evolves and new features are introduced, while promoting consistency in the use of 9-1-1 systems throughout the region.

All these efforts support our continued goal of maintaining 99.999% system availability. The IT Division Staff continue working to maintain the reliability and integration of our 9-1-1 call delivery systems, network infrastructure, GIS mapping, and support equipment. From preventative maintenance and equipment replacement to technology testing and regional telecommunicator training, our focus remains on keeping the 9-1-1 system available and reliable for our public safety partners and the communities we serve.

Call Summary August 2026



Text to 9-1-1 August 2026



- 9-1-1 | Community Engagement Division

Throughout August, the RGV911 Public Education Team supported the District's public safety mission through community outreach and professional development. Participation in back-to-school events provided opportunities to educate students and families on the appropriate use of 9-1-1 and share essential safety information. The RGV911 Public Education Team also collaborated with local police departments during National Night Out celebrations to promote public safety awareness and strengthen relationships with the communities served by the District.

Alongside these outreach activities, the RGV911 Public Education Team participated in annual trainings and conferences to further develop their knowledge and strengthen public education practices. These efforts demonstrate the team's ongoing commitment to effective community education, interagency collaboration, and continuous improvement.

August 13, 2026 - Palmview National Night Out in the City of Palmview, hosted by the Palmview Police Department. The RGV911 Public Education Team participated in Palmview National Night Out, providing parents and children with information on when and how to call 9-1-1 and the essential details to communicate during an emergency. These discussions emphasized the importance of helping children understand how to request emergency assistance and preparing families to communicate effectively with telecommunicators. The RGV911 Public Education Team also distributed backpacks to support students returning to school. The event combined public safety education with community engagement and back-to-school assistance.

August 14, 2026 - Back 2 School Event in the City of Alamo, hosted by Hidalgo County Precinct 2. The RGV911 Public Education Team delivered a 9-1-1 educational presentation to children and parents attending Hidalgo County Precinct 2's Back 2 School Event in Alamo. The presentation addressed the appropriate use of 9-1-1, how to request emergency assistance, and the importance of providing accurate information to telecommunicators. Engaging both students and parents encouraged a shared understanding of emergency communication practices that families can reinforce at home. This outreach supported the District's ongoing efforts to prepare residents to use 9-1-1 effectively.

August 17, 2026 - McKinney-Vento Back to School Bash in the City of Edinburg, hosted by Region One. The RGV911 Public Education Team participated in Region One's McKinney-Vento Back to School Bash, distributing 9-1-1 educational flyers to school employees from throughout the Rio Grande Valley. The materials were provided for use during the school year to help educators explain when and how to call 9-1-1 and reinforce emergency preparedness among students. Providing resources to school personnel extended the reach of the District's public education efforts beyond the event and created opportunities for continued safety education in school settings.

August 19, 2026 - Alamo National Night Out in the City of Alamo, hosted by the Alamo Police Department. During the Alamo National Night Out, residents received information on the importance of registering their physical address and knowing how to communicate their location during an emergency. Discussions highlighted the role accurate location information plays in helping telecommunicators identify where assistance is needed and direct the appropriate emergency services. This outreach reinforced the connection between address awareness and effective emergency response while supporting the Alamo Police Department's community safety initiatives.

August 20, 2026 - Sexual Assault & Family Violence for Telecommunication Professionals Training in the City of Harlingen, hosted by Cameron County Emergency Communication District. The RGV911 Public Education Team attended training focused on sexual assault and family violence for telecommunication professionals, hosted by the Cameron County Emergency Communication District. Participation supported the RGV911 Public Education Team's efforts to expand its knowledge of issues relevant to emergency communications and remain informed about training resources available to 9-1-1 personnel. These educational opportunities help identify relevant topics and resources that can support the continued professional development of local telecommunicators. Participation also strengthened collaboration with a neighboring emergency communication district.

August 20, 2026 - Sebastian Community Center Ribbon Cutting Ceremony, hosted by Willacy County Judge Aurelio "Keeter" Guerra. The Sebastian Community Center ribbon cutting ceremony, hosted by Willacy County Judge Aurelio "Keeter" Guerra, marked the opening of a facility that will serve as a site for community events and outreach activities. The center offers a potential venue for bringing 9-1-1 education and public safety resources to residents through locally coordinated programming. Its availability creates opportunities for future collaboration with Willacy County and community partners to expand access to educational outreach.

August 21st, 2026 - Growing Strong Mental Health & School Success Fair in the City of Raymondville, hosted by Behavioral Health Solutions of South Texas and the Raymondville Police Department. The RGV911 Public Education Team joined community organizations at the Growing Strong Mental Health & School Success Fair to provide educational resources and help connect families with available community services. Hosted by Behavioral Health Solutions of South Texas and the Raymondville Police Department, the event brought together school readiness, mental health awareness, and community support. School supplies were also distributed to assist students in preparing for the new school year. Participation supported a coordinated approach to family outreach while strengthening relationships with organizations serving the Raymondville community.

August 31, 2026 - Raymondville National Night Out in the City of Raymondville, hosted by the Raymondville Police Department. The RGV911 Public Education Team participated in Raymondville National Night Out, engaging with students and families to promote 9-1-1 awareness and school safety as they prepared for the new school year. The RGV911 Public Education Team shared emergency preparedness information and distributed school supplies, combining educational outreach with practical support for students. Participation provided an opportunity to make 9-1-1 education accessible to families while supporting the Raymondville Police Department's efforts to strengthen community relationships.

Community Engagement: Upcoming Programs and Events

The RGV911 Public Education Team's upcoming schedule includes educational presentations, community safety events, and regional conferences. These activities provide opportunities to promote 9-1-1 awareness, share emergency preparedness resources, and strengthen partnerships with organizations throughout the Rio Grande Valley.

Date	Program / Event	Host Organization
Sept.17, 2026	9-1-1 Educational Presentation with Cell Phone Sally	Delta Independent Living LLC
Sept. 19, 2026	Weslaco National Night Out	Weslaco Police Department
Sept. 29, 2026	Beat Heart Disease Symposium	Prominence Health
Oct. 6, 2026	Alton Fire Department Preparedness Event	Alton Fire Department
Oct. 7, 2026	Fire Prevention Fest	Alamo Fire Department
Oct. 14–16, 2026	RGV Public Safety & Emergency Communication Conference	RGV911 and Homeland Security
Oct. 21, 2026	Donna National Night Out	Donna Police Department
Oct. 22, 2026	9th National Night Out	Alton Police Department
Oct. 26, 2026	4th Annual Halloween Trunk or Treat — Donna	Lerma's Notary Public I&II
Oct. 28, 2026	National Night Out & Trunk or Treat — McAllen	Hidalgo Co. Housing Authority
Oct. 29, 2026	World Stroke Symposium — McAllen	Prominence Health



RGV PSECC

PUBLIC SAFETY & EMERGENCY COMMUNICATION CONFERENCE

*"Preventing Burnout
and Continuing the Mission"*



ABOUT THE CONFERENCE

Bringing together public safety professionals for training, recognition, and resilience. Presented by RGV911 & Homeland Security.

- TCOLE Credit Available**
Provided by LRGV Police Academy
- Behavioral Health CEUs, Social Work & EMS Credits Available**
*Provided by SOUTH TEXAS HEALTH SYSTEM**
- Expert Keynote Speakers**
- Telecommunicator Award Ceremony**



October 14-16, 2026



8:00 AM - 5:00 PM



SPI Convention Center

7355 Padre Blvd, South Padre Island, TX



**SCAN TO
REGISTER**



**VIEW
AGENDA**

ITEM # 5.C.2

PUBLIC

SAFETY

**LOWER RIO
GRANDE VALLEY**

ACADEMY

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday September 30, 2026

Item # 5: Department Action Item

C. Lower Rio Grande Valley Police Academy.....Javier Solis
Director

1. Consideration and **ACTION** to Approve the renewal of an Interlocal Agreement between the City of Alton, Texas and the LRGV Academy for the purpose of reporting training for the Alton Police Department.

Background:

The Alton Police Department and the LRGV Academy are seeking to renew a previously approved Interlocal Agreement for the purpose of reporting law enforcement training to the Texas Commission on Law Enforcement. Under the current agreement the LRGV Academy will report training to the commission under the LRGV Academy's license number whenever the Alton Police Department provides training to its officers or to other officers within the region.

Neither the LRGV Academy nor the Alton Police Department wish to make any changes to the current agreement. The renewal and extension period shall be for one calendar year from the date of approval.

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

&

ALTON POLICE DEPARTMENT

FOR TEXAS COMMISSION ON LAW ENFORCEMENT (TCOLE) TRAINING REPORTING

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

WITNESSETH:

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

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

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

WHEREAS LRGVDC and ALTON POLICE DEPARTMENT have agreed to cooperate with each other for the performance of governmental functions and provide training, in-service police training for the ALTON POLICE DEPARTMENT law enforcement officers, other area law enforcement officers, and prospective peace officer candidates; and

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

WHEREAS the ALTON POLICE DEPARTMENT has a need for training and TCOLE REPORTING, when the ALTON POLICE DEPARTMENT provides other entities training, which

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

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

WHEREAS the LRGVDC and ALTON POLICE DEPARTMENT have heretofore entered into this Agreement providing for TCOLE REPORTING of ALTON POLICE DEPARTMENT for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies, express their mutual commitment to the service of law enforcement purposes and provision of the training programs, the LRGVDC and ALTON POLICE DEPARTMENT hereby agree as follows:

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

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

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

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

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

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

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

II. Findings

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

III. RESPONSIBILITIES/DUTIES

3.1 LRGVDC will:

- A. Schedule and coordinate when ALTON POLICE DEPARTMENT, facilities or equipment are utilized in the training activity.

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

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

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

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

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

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

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

3.2 **ALTON POLICE DEPARTMENT** will:

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

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

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

IV. Binding Effect; Benefiting Parties

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

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

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

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

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

5.1.2 The relationship of the Lower Rio Grande Valley Academy and the **CITY OF ALTON, TEXAS** shall, with respect to that part of any service or function undertaken because of or pursuant to this Agreement, be that of independent contractors.

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

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

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

5.4 The LRGVDC agrees to hold the **ALTON POLICE DEPARTMENT** and the **CITY OF ALTON**, Texas, harmless from any and all claims arising out of acts or omissions of the Lower Rio Grande Valley Academy during any Basic Peace Officer Academy or police in-service training classes and activities.

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

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

VI. Notices

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

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

City of Alton

Jeff Underwood
509 S. Alton Blvd.
Alton, Texas 78573

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

VII. Severability

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

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

VII. Entire Agreement

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

VIII. Governing Law; Venue

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

IX. Term and Termination

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

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

9.3 Either party may terminate this contract upon ten days' written notice. The LRGVDC may also terminate this contract if:

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

X. Current Revenues

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

XI. General Terms

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

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

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

[SIGNATURE PAGE TO FOLLOW]

LRGVDC

By: _____

LRGVDC Executive Director

Date: _____

5/30/2024

APPROVED AS TO FORM

Legal Counsel



CITY OF ALTON, TEXAS

By: _____

MAYOR SALVADOR VELA

Date: _____

4-23-24

ALTON POLICE DEPARTMENT

By: _____

Mark J. Perez Sr.
Mark J. Perez Sr. (Apr 4, 2024 15:26 CDT)

CHIEF OF POLICE MARK PEREZ

Date: _____

04/04/24

APPROVED AS TO FORM

Rick Gonzalez Alton City Attorney

Rick Gonzalez Alton City Attorney

ATTEST:

Janie Flores Alton City Secretary

Janie Flores Alton City Secretary

MEMORANDUM OF UNDERSTANDING AMENDMENTS

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

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

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

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

The effective start date of this agreement is the 23rd day of April 2024.

Mark J. Perez Sr.
Mark J. Perez Sr. (Apr 4, 2024 15:26 CDT)

CHIEF OF POLICE MARK PEREZ
ALTON POLICE DEPARTMENT

Jeff Underwood
Jeff Underwood (Apr 8, 2024 10:54 CDT)

JEFF UNDERWOOD
ALTON CITY MANAGER

Sal Vela

SALVADOR VELA
MAYOR CITY OF ALTON

Manuel "Manny" Cruz

MANUEL "MANNY" CRUZ
LRGVDC EXECUTIVE DIRECTOR

EXHIBIT

"A"



LOWER RIO GRANDE VALLEY ACADEMY RULES FOR INSERVICE TRAINING



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



LOWER RIO GRANDE VALLEY ACADEMY RULES FOR INSERVICE TRAINING



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

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

EXHIBIT

"B"

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

Page #	TCOLE Dept. or Provider #	Course #	Today's Date	Total Hours	Beg. Date	Ending Date	Provider Type: ☒ - Academy ☐ - Contract Provider ☐ - Other
1	511481						
Course Title:			Today's Hours	Name of Academy / Department: Lower Rio Grande Valley Regional Police Academy Instructor Name & PID:			

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

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

956-682-3481

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

If provider type "Other," chief administrator signs.

EXHIBIT

"C"



Lower Rio Grande Valley Academy Score Sheet



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

NAME	PID #	Grade

Instructor Signature: _____

EXHIBIT

"D"



Lower Rio Grande Valley Academy Course Evaluation



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

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday September 30, 2026

Item #5: Department Action Item

C.LRGV Police Academy.....Javier Solis
Director

2. Consideration and **ACTION** to Approve the renewal of an Interlocal Agreement between the County of Hidalgo, Texas and the LRGV Academy for the purpose of reporting training for the Hidalgo County Constable Precinct 2 Office.

Background:

The Hidalgo County Constable Precinct 2 Office and the LRGV Academy are seeking to renew a previously approved Interlocal Agreement for the purpose of reporting law enforcement training to the Texas Commission on Law Enforcement. Under the current agreement the LRGV Academy will report training to the commission under the LRGV Academy's license number whenever the Hidalgo County Constable Precinct 2 Office provides training to its officers or to other officers within the region.

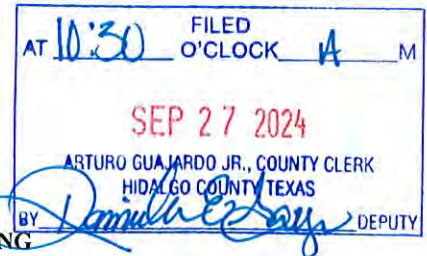
Neither the LRGV Academy nor the Hidalgo County Constable Precinct 2 Office wish to make any changes to the current agreement. The renewal and extension period shall be for one calendar year from the date of approval.

INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL

&

HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE

FOR TEXAS COMMISSION ON LAW ENFORCEMENT (TCOLE) TRAINING REPORTING



This Interlocal Agreement (the "Agreement") is entered into by and between the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL ("LRGVDC"), a regional council of government and political subdivision of the State and the COUNTY OF HIDALGO TEXAS, ("COUNTY"), By and Through HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE (the "AGENCY") regarding the purposes of reporting training through TCOLE under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the "Effective Date"). The City and the LRGVDC are collectively referred to herein as the "Parties" and are each a "Party".

WITNESSETH:

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

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

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

WHEREAS LRGVDC and HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE have agreed to cooperate with each other for the performance of governmental functions and provide training, in-service police training for the HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE law enforcement officers, other area law enforcement officers, and prospective peace officer candidates; and

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

WHEREAS the HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE has a need for training and TCOLE REPORTING, when the HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE provides other entities training, which will be utilized in the service of crime prevention and for law enforcement purposes, such as training; and

WHEREAS the LRGVDC and HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE are in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS the LRGVDC and HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE have heretofore entered into this Agreement providing for TCOLE REPORTING of HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies, express their mutual commitment to the service of law enforcement purposes and provision of the training programs, the LRGVDC and HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE hereby agree as follows:

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

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

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

Valley Academy TCOLE Report of Training Form attached hereto and incorporated by reference as Exhibit "B" and will submit a copy of said forms to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes.

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

- K. to promptly notify as soon as practicable to the LRGV Academy Coordinator of any incidents involving any damage to LRGVDC property, complaints, disputes, injury, or death which may result from any training or class facilitated by the Agency.
- L. to allow the Lower Rio Grande Valley Academy Coordinator or his/her designee unfettered access to classes and/or record related to classes facilitated by the AGENCY for compliance and auditing purposes.
- M. that the TCOLE Agency Number is assigned, and proprietary to LRGVDC and Lower Rio Grande Valley Academy and TCOLE REPORTING is subject to the policies, rules and procedures established by the LRGVDC.
- N. that TCOLE REPORTING shall be solely used for the law enforcement purpose of reporting training.
- O. HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE hereby acknowledges and agrees that failure to comply with any of the terms of this agreement, and or any rule or policy incorporated herein by reference, shall result in the termination of this agreement, including further TRAINING and TCOLE REPORTING.
- P. To the extent permitted under the Constitution and the laws of the State of Texas, HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE shall be solely responsible for any injuries or damages to persons arising out of the acts or omissions of its employees and shall maintain liability insurance coverage for any such loss. Proof of the same shall be provided to Lower Rio Grande Valley Academy prior to any TCOLE REPORTING.

II. Findings

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

III. RESPONSIBILITIES/DUTIES

3.1 LRGVDC will:

- A. Schedule and coordinate when HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE, facilities or equipment are utilized in the training activity.

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

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

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

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

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

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

(5) provide the opportunity to transfer lesson plans, learning objectives, media visual training material and all handouts to **HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE** for any class facilitated under the terms of this agreement.

3.2 HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE will:

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

- (1) ensuring compliance with commission rules and guidelines.
- (2) preparing, maintaining, and submitting reports of training to the LRGV Academy Training Coordinator within 10 business days from the end date of the class, unless otherwise approved by Training Coordinator
- (3) the administration and conduct of each course taught.
- (4) at a minimum, providing a complete lesson plan, clear learning objectives, instructor biography, approved class roster and original sign-in sheet/daily roster, course evaluation, students' completed testing instrument, test key, all applicable handouts, make up assignments, and any memos when there is an inconsistency with the documentation provided to the training coordinator for the training file.
- (5) enforcing all attendance and other standards set by the commission or the training advisory board.
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- (7) distributing or presenting learning objectives to all students at the beginning of each course.
- (8) ensuring that all learning objectives are taught; and
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- E. Provide the LRGV Academy a signed Release of Liability Waiver and Assumption of Liability form, for every student, absolving the Lower Rio Grande Valley Academy and the LRGVDC of liability for any issue arising as a result of students participating in the class.

IV. Binding Effect; Benefiting Parties

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

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

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

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

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

5.1.2 The relationship of the Lower Rio Grande Valley Academy and the COUNTY OF HIDALGO shall, with respect to that part of any service or function undertaken because of or pursuant to this Agreement, be that of independent contractors.

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

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

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

5.4 The LRGVDC agrees to hold the HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE and the COUNTY of HIDALGO, Texas, harmless from any and all claims arising out of acts or omissions of the Lower Rio Grande Valley Academy during any Basic Peace Officer Academy or police in-service training classes and activities.

5.4.1 The HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE agrees to hold the Lower Rio Grande Valley Development Council harmless from any and all claims arising out of acts or omissions of HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE during any Basic Peace Officer Academy or police in-service training classes or activities.

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

VI. Notices

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

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

Hidalgo County Richard F. Cortez
County Judge
100 East Cano Street 2nd Floor
Edinburg, Texas 78539

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

VII. Severability

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

7.2 Lower Rio Grande Valley Academy may immediately suspend operation of contract with HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE for noncompliance with the terms of the contract or any TCOLE rule or law. Operation of the contract may be suspended for a period of time, including a period pending outcome of an investigation or until remedial compliance with applicable standards has been met. The suspension is considered effective when HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE is notified in writing.

VII. Entire Agreement

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

VIII. Governing Law; Venue

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

IX. Term and Termination

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

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

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

- (a) the HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE training staff intentionally or knowingly submits, or causes the submission of, a falsified document or a false written statement or representation to the LRGVDC.
- (b) HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE training staff has not met the needs of the communities or agencies it serves.
- (c) HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE training staff fails to comply with any term of a contract or violation of a TCOLE rule or law, including when a provider has been classified as at risk under this chapter for a twelve-month period without complying with commission rules.
- (d) HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE training staff has failed to conduct training within a calendar year without a waiver from the Training Coordinator; or
- (e) If applicable, HIDALGO COUNTY CONSTABLE PRECINCT 2 OFFICE training staff has lost accreditation, including SACS or THECB approval.

X. Current Revenues

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

XI. General Terms

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

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

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

[SIGNATURE PAGE TO FOLLOW]

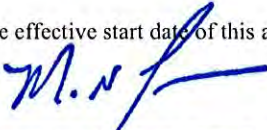
INTERLOCAL AGREEMENT AMENDMENTS

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

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

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

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

The effective start date of this agreement is the 05th day of October 20 24


Constable Martin "Marty" Cantu
Hidalgo County Constable Precinct 2


Honorable Richard Cortez Hidalgo
County Judge


Manuel "Manny" Cruz
LRGVDC Executive Director

APPROVED BY
COMMISSIONERS COURT
ON: 9/24/24 

LRGVDC

By: 

LRGVDC Executive Director

Date: 10/8/2024

APPROVED AS TO FORM

Legal Counsel

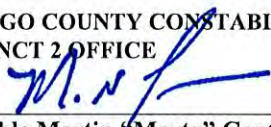
COUNTY OF HIDALGO

By: 

Richard Cortez Hidalgo County Judge

Date: 9/25/24

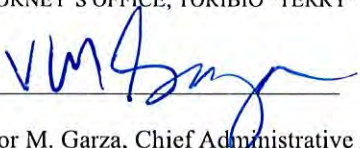
HIDALGO COUNTY CONSTABLE
PRECINCT 2 OFFICE

By: 

Constable Martin "Marty" Cantu

Date: _____

APPROVED AS TO FORM
HIDALGO COUNTY DISTRICT CRIMINAL DISTRICT
ATTORNEY'S OFFICE, TORIBIO "TERRY" PALACIOS


Victor M. Garza, Chief Administrative Attorney

ATTEST:


Arturo Guajardo Jr., County Clerk



APPROVED BY
COMMISSIONERS COURT
ON: 9/24/24 

EXHIBIT

"A"



LOWER RIO GRANDE VALLEY ACADEMY RULES FOR INSERVICE TRAINING



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



LOWER RIO GRANDE VALLEY ACADEMY RULES FOR INSERVICE TRAINING



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

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

EXHIBIT

"B"

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

#	TCOLE Dept. or Provider #	Course #	Today's Date	Total Hours	Beg. Date	Ending Date	Provider Type: ☒ - Academy ☐ - Contract Provider ☐ - Other
1	511481						
Course Title:			Today's Hours	Name of Academy / Department: Lower Rio Grande Valley Regional Police Academy Instructor Name & PID:			

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

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

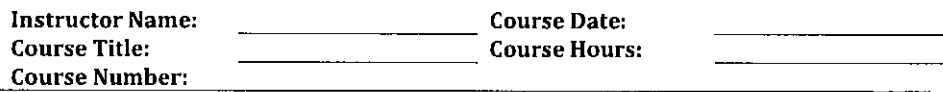
956-682-3481

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

If provider type "Other," chief administrator signs.

EXHIBIT

"C"

[illegible]

Instructor Signature: _____



Erika Zamora <erika.zamora@co.hidalgo.tx.us>

Fwd: LRGVDC Interlocal Agreement for TCOLE Reporting

message

Fernando Gaitan <fernando.gaitan@co.hidalgo.tx.us>
To: Erika Zamora <erika.zamora@co.hidalgo.tx.us>

Thu, Sep 19, 2024 at 4:27 PM

Fernando Gaitan
Chief Deputy for Martin "Marty" Cantu
Hidalgo County Constable's Office Pct. 2
300 West Hall Acres Suite E
Pharr, Texas 78577
Office 956-784-3510

----- Forwarded message -----

From: **Victor M. Garza** <victor.garza@da.co.hidalgo.tx.us>
Date: Thu, Sep 19, 2024 at 4:24 PM
Subject: Re: LRGVDC Interlocal Agreement for TCOLE Reporting
To: Fernando Gaitan <fernando.gaitan@co.hidalgo.tx.us>
Cc: cantu, martin <martin.cantu@co.hidalgo.tx.us>, Vanessa Hernandez <vanessa.hernandez@co.hidalgo.tx.us>

Chief,

Our office has reviewed the ILA between the LRGVDC and County for TCOLE Training reporting, and approve the form of the agreement as revised. Please let me know if you have any questions or concerns.

Respectfully,

Victor M. Garza
Chief Administrative Attorney
Hidalgo County Criminal District Attorney's Office
Arribio "Terry" Palacios
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

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On Wed, Sep 18, 2024 at 3:54 PM Fernando Gaitan <fernando.gaitan@co.hidalgo.tx.us> wrote:
Good afternoon Victor,

9/19/24, 4:27 PM

COUNTY OF HIDALGO, TEXAS Mail - Fwd: LRGVDC Interlocal Agreement for TCOLE Reporting

attached you will find the Interlocal Agreement from LRGVDC and our office for TCOLE Reporting. Please review and approve, we will be going through them for in house continuing education training for our office. This is the exact agreement you reviewed and approved for Pct 4 Constable. Please let me know if you have any questions or concerns. An agenda item will be created for the next commissioners court.

Fernando Gaitan
Chief Deputy for Martin "Marty" Cantu
Hidalgo County Constable's Office Pct. 2
300 West Hall Acres Suite E
Pharr, Texas 78577
Office 956-784-3510

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday September 30, 2026

Item #5: Department Action Item

C.LRGV Police AcademyJavier Solis
Director

3. Consideration and **ACTION** to Approve the renewal of an Interlocal Agreement between the LRGV Academy and the City of La Joya, Texas for the usage of the La Joya Police Department's shooting range.

Background:

The LRGV Academy is seeking to renew a previously approved Interlocal Agreement with the City of La Joya, Texas to utilize the La Joya Police Department's shooting range for law enforcement training. Under the current agreement the City of La Joya provides usage of the facility at no cost to the LRGV Academy. The LRGV Academy in turn provides the La Joya Police Department with two free tuition sponsored slots for the Basic Peace Officer Course per calendar year.

Neither the LRGV Academy nor the La Joya Police Department wish to make any changes to the current agreement. The renewal and extension period shall be for one calendar year from the date of approval.

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

&

(LA JOYA POLICE DEPARTMENT)

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

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

WITNESSETH:

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

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

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

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

WHEREAS LRGVDC and (LA JOYA POLICE DEPARTMENT) have agreed to cooperate with each other for the performance of governmental functions and provide training, including in-service law enforcement training for (LA JOYA POLICE DEPARTMENT) officers, other area law enforcement officers, and prospective peace officer candidates; and

WHEREAS the LRGVDC, through its LRGV ACADEMY, holds a Law Enforcement Academy TCOLE Agency Number for the purpose of conducting law enforcement functions, specifically in relation to (TCOLE REPORTING); and

WHEREAS the (LA JOYA POLICE DEPARTMENT) has identified a need for training and TCOLE REPORTING, when (LA JOYA POLICE DEPARTMENT) provides other entities training, which will be utilized in the service of crime prevention and for law enforcement purposes and;

WHEREAS the LRGVDC and (LA JOYA POLICE DEPARTMENT) are in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

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

WHEREAS the LRGVDC and (LA JOYA POLICE DEPARTMENT) have heretofore entered into this Agreement providing for TCOLE REPORTING of (LA JOYA POLICE DEPARTMENT) for law enforcement purposes; and

WHEREAS the (LA JOYA POLICE DEPARTMENT) has access to a training facility specifically to wit (LA JOYA SHOOTING RANGE) and which is suitable for the implementation of law enforcement training activities.

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

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

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

1. USAGE OF FACILITIES AND TRAINING SITES AGREEMENT:

This "Facilities and or Training Site Agreement" is made and entered into between the (LA JOYA POLICE DEPARTMENT) and the LRGVDC and LRGV Academy.

Whereas the (LA JOYA POLICE DEPARTMENT) owns and operates the

(LA JOYA SHOOTING RANGE) located at (500 W. EXPRESSWAY 83 LA JOYA, TEXAS) and Whereas the LRGVDC and LRGV Academy

desire to use the (LA JOYA SHOOTING RANGE) for the purposes of:

(purpose of use - B.P.O.C. FIREARMS TRAINING)

(purpose of use - INSERVICE FIREARMS TRAINING)

(purpose of use - LAW ENFORCEMENT TRAINING)

(purpose of use - LRGVDC EMPLOYEE TRAINING)

IT IS THEREFORE AGEED BY AND BEWEEN THE PARTIES THAT:

- (1.1) The (LA JOYA POLICE DEPARTMENT) agrees to allow the LRGV Academy to utilize the above-mentioned facility or training site when advanced notice has been requested and availability permits.
- (1.2) The (LA JOYA POLICE DEPARTMENT) agrees to allow the LRGV Academy to utilize the above-mentioned facility or training site at no cost.
- (1.3) The LRGV Academy agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules and regulations of all governmental authorities while using the above-mentioned facility or training site.
- (1.4) The LRGV Academy agrees to abide by any rules or regulations for the use of the premises that are further attached to this agreement and are further identified as "EXIBIT A."

- (1.5) The LRGV Academy agrees to be responsible for preparing for use and returning to pre-use conditions all areas of the premises which may be utilized.
- (1.6) The LRGVDC and LRGV Academy agrees to hold harmless and indemnify the (LA JOYA POLICE DEPARTMENT) including its' agents, employees, and representatives from all liability of injury or damage including but not limited to illness, bodily injury, personal injury, serious bodily injury, property damage or death arising from the use of the training site or facility.

2.) LRGV ACADEMY AGREEMENT TO REPORT TCOLE TRAINING

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

(2.1) IN CONSIDERATION OF TCOLE REPORTING: To the extent permitted by state and federal law and regulations, and applicable policies, directives, guidelines and/ or rules, the (LA JOYA POLICE DEPARTMENT) farther agrees to the following:

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

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

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

III. Findings

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

IV. RESPONSIBILITIES/DUTIES

4.1 LRGVDC will:

- A. Provide the (LA JOYA POLICE DEPARTMENT) (2) cadet slots per calendar year into the LRGV Academy Basic Peace Officer Course at no cost. These slots do not accrue and cannot be utilized together at any time during the same Basic Peace Officer Course therefore these slots will not exceed more than two per calendar year.

- B. Provide AT MINIMUM 60-day advanced notice of forthcoming scheduled Basic Peace Officer Course, after coordinating the logistics of preliminary applicants and final acceptance toward the **minimum** number of participants.
- C. Provide reporting of applicable training activities to Texas Commission on Law Enforcement upon submission of competent documentation including sign-in rosters, learning objectives, lesson plans, instructor bio-sketch, instructor evaluations, course evaluations, testing instrument, test key, all applicable handouts provided, and or any documents related to the course at the request of Training Coordinator
- D. Advertise upcoming classes facilitated by (LA JOYA POLICE DEPARTMENT) on the live online LRGV Academy Police Training Calendar via the LRGV Academy website.
- E. The LRGV Academy Training Coordinator will:
- (1) ensure compliance with commission rules and guidelines for any class facilitated by (LA JOYA POLICE DEPARTMENT) under the terms of this agreement.
 - (2) prepare, maintain, and submit the following reports to TCOLE within the time frame specified:
 - (A) reports of training
 - within 30 days of completion for any class facilitated by (LA JOYA POLICE DEPARTMENT) under the terms of this agreement.
 - (B) self-assessment reports as required by the commission.
 - (C) any other reports or records as requested by the commission.
 - (3) maintain course training files for a period of 5 years. At a minimum, training files shall contain:
 - (3.1) complete lesson plan to include tests and answer keys or a skills assessment score sheet documenting proficiency in skills taught throughout the class.
 - (3.2) clear learning objectives.
 - (3.3) instructor biography indicating subject matter expertise and teaching experience.
 - (3.4) approved class roster and original sign-in sheet; and a multi-day sign in sheet for any classes extending beyond a one-day class. Multi-day sign-in sheets shall include the days when the class was taught and will

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

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

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

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

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

(LA JOYA POLICE DEPARTMENT) will:

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

any memos when there is an inconsistency with the documentation provided to the training coordinator for the training file.

(5) enforcing all attendance and other standards set by the commission or the training advisory board.

(6) maintaining the discipline and demeanor of each student during class.

(7) distributing or presenting learning objectives to all students at the beginning of each course.

(8) ensuring that all learning objectives are taught; and

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

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

V. Binding Effect; Benefiting Parties

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

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

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

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

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

6.1.2 The relationship of the LRGVDC and the (LA JOYA POLICE DEPARTMENT) shall, with respect to that part of any service or function undertaken because of or pursuant to this Agreement, be that of independent contractors.

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

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

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

6.4 The LRGVDC agrees to hold the (LA JOYA POLICE DEPARTMENT) and the (CITY) of LA JOYA Texas, harmless from any and all claims arising out of acts or omissions of the LRGVDC during any Basic Peace Officer Academy or law enforcement in service training classes and activities.

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

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

VII. Notices

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

LRGVDC: (MANUEL CRUZ)
LRGVDC Executive Director
301 W. Railroad Street
Weslaco, TX 78596

(MAYOR ISIDRO CASANOVA):
(701 E. EXP 83 LA JOYA, TEXAS 78560)
Address
City, TX Zip Code

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

VIII. Severability

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

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

IX. Entire Agreement

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

X. Governing Law; Venue

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

XI. Term and Termination

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

11.2 Either party may terminate this Agreement in whole or in part hereto whenever such termination is found to be in the best interest of either party. Termination shall be in effect by the

conveyance of a written notification thereof to the other party at least ninety (90) days in advance of the effective date of the termination.

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

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

XII. Current Revenues

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

XIII. General Terms

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

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

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

LRGVDC

By: MANUEL CRUZ

(LRGVDC Executive Director)

Date: 6/26/2024

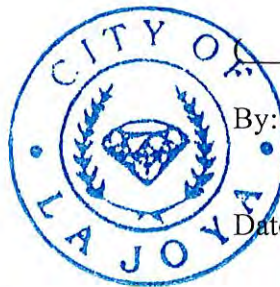
APPROVED AS TO FORM

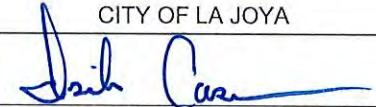
Legal Counsel

(LRGVDC)

By: 
(MANUEL CRUZ EXECUTIVE DIRECTOR)

Date: 6/26/2024



(CITY OF LA JOYA)
By: 
(MAYOR ISIDRO CASANOVA)

Date: 5/14/2024

APPROVED AS TO FORM
Office of the Criminal District Attorney
Name

~~(TORIBIO "TERRY" PALACIOS)~~

ATTEST:


(City Secretary Vanessa Treviño)

MEMORANDUM OF UNDERSTANDING AMENDMENTS

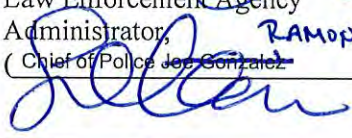
The parties agree that this agreement is given and accepted upon the expressed condition that it cannot, in any manner, be changed, altered, varied, or modified unless such modification, change, or alteration shall be in writing and executed by both parties.

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

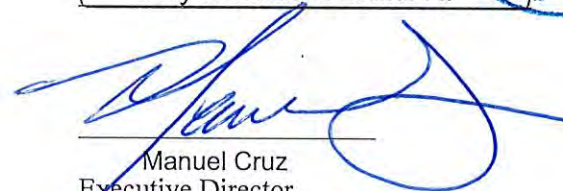
In the event of actions which may include, but not limited to, actions that are illegal, unsafe instructional practices, unethical, or not in the best interest of either party, this agreement can be immediately terminated.

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

The effective start date of this agreement is the 14th day of May 2024.


Law Enforcement Agency
Administrator, RAMON GONZALEZ
(Chief of Police Joe Gonzalez)

(La Joya City Manager)


(Mayor Isidro Casanova)


Manuel Cruz
Executive Director
Lower Rio Grande Valley Development
Council

EXHIBIT

A

List of Rules Provided By the “Agency”

PLEASE NOTE THIS PAGE IS INTENTIONALLY LEFT BLANK

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

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday September 30, 2026

Item #5: Department Action Item

C. LRGV Police Academy.....Javier Solis
Director

4. Consideration and **ACTION** to Approve the renewal of an Interlocal Agreement between the LRGV Academy and the City of Donna, Texas for the usage of the Donna Police Department's shooting range.

Background:

The LRGV Academy is seeking to renew a previously approved Interlocal Agreement with the City of Donna, Texas to utilize the Donna Police Department's shooting range for law enforcement training. Under the current agreement the City of Donna provides usage of the facility at no cost to the LRGV Academy. The LRGV Academy in turn provides the Donna Police Department with two free tuition sponsored slots for the Basic Peace Officer Course per calendar year.

Neither the LRGV Academy nor the Donna Police Department wish to make any changes to the current agreement. The renewal and extension period shall be for one calendar year from the date of approval.

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

&

DONNA POLICE DEPARTMENT

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

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

WITNESSETH:

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

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

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

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

WHEREAS LRGVDC and the **DONNA POLICE DEPARTMENT** have agreed to cooperate with each other for the performance of governmental functions and provide training, including in-service law enforcement training for the **DONNA POLICE DEPARTMENT** officers, other area law enforcement officers, and prospective peace officer candidates; and

WHEREAS the LRGVDC, through its LRGV ACADEMY, holds a Law Enforcement Academy TCOLE Agency Number for the purpose of conducting law enforcement functions, specifically in relation to (TCOLE REPORTING); and

WHEREAS the **DONNA POLICE DEPARTMENT** has identified a need for training and TCOLE REPORTING, when **DONNA POLICE DEPARTMENT** provides other entities training, which will be utilized in the service of crime prevention and for law enforcement purposes and;

WHEREAS the LRGVDC and **DONNA POLICE DEPARTMENT** are in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

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

WHEREAS the LRGVDC and **DONNA POLICE DEPARTMENT** have heretofore entered into this Agreement providing for TCOLE REPORTING of **DONNA POLICE DEPARTMENT** for law enforcement purposes; and

WHEREAS the **DONNA POLICE DEPARTMENT** has access to a training facility specifically to wit **El Indio Law Enforcement Gun Range** and which is suitable for the implementation of law enforcement training activities.

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies, express their mutual commitment to the service of law enforcement purposes and provision of the aforementioned training programs, the LRGVDC and **City of Donna, Texas** hereby agree as follows:

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

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

1. USAGE OF FACILITIES AND TRAINING SITES AGREEMENT:

This "Facilities and or Training Site Agreement" is made and entered into between the **City of Donna, Texas** and the LRGVDC and LRGV Academy.

Whereas the **City of Donna, Texas** owns, and the **Donna Police Department** operates the

El Indio Law Enforcement Gun Range located at **801 S. Hutto Road Donna, Texas** and Whereas the LRGVDC and LRGV Academy

desire to use the **El Indio Law Enforcement Gun Range** for the purposes of:

purpose of use - Firearms Training for LRGV Academy BPOC

purpose of use - LRGV Academy Firearms Inservice Training

purpose of use - Law Enforcement Training provided by LRGV Academy

purpose of use – LRGVDC Civilian Employee Training

IT IS THEREFORE AGEED BY AND BEWEEN THE PARTIES THAT:

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

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

2.) LRGV ACADEMY AGREEMENT TO REPORT TCOLE TRAINING

In acknowledgement of reciprocity for the usage of facilities and training sites owned and operated by the DONNA POLICE DEPARTMENT the LRGV Academy will report training to TCOLE for the DONNA POLICE DEPARTMENT for training conducted by the DONNA POLICE DEPARTMENT related to law enforcement purposes under the following terms and conditions outlined below.

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

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

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

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

III. Findings

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

IV. RESPONSIBILITIES/DUTIES

4.1 LRGVDC will:

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

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

D. Advertise upcoming classes facilitated by **DONNA POLICE DEPARTMENT** on the live online LRGV Academy Police Training Calendar via the LRGV Academy website.

E. The LRGV Academy Training Coordinator will:

(1) ensure compliance with commission rules and guidelines for any class facilitated by **DONNA POLICE DEPARTMENT** under the terms of this agreement.

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

(A) reports of training

within 30 days of completion for any class facilitated by **DONNA POLICE DEPARTMENT** under the terms of this agreement.

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

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

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

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

(3.2) clear learning objectives.

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

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

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

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

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

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

DONNA POLICE DEPARTMENT will:

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

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

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

V. Binding Effect; Benefiting Parties

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

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

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

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

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

6.1.2 The relationship of the LRGVDC and the DONNA POLICE DEPARTMENT shall, with respect to that part of any service or function undertaken because of or pursuant to this Agreement, be that of independent contractors.

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

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

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

6.4 The LRGVDC agrees to hold the DONNA POLICE DEPARTMENT and the CITY of DONNA, Texas, harmless from any and all claims arising out of acts or omissions of the LRGVDC during any Basic Peace Officer Academy or law enforcement in service training classes and activities.

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

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

VII. Notices

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

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

(_____):
(_____)
Address
City, TX Zip Code

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

VIII. Severability

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

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

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

IX. Entire Agreement

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

X. Governing Law; Venue

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

XI. Term and Termination

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

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

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

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

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

XII. Current Revenues

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

XIII. General Terms

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

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

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

[SIGNATURE PAGE TO FOLLOW]

LRGVDC

By: [Signature]
(LRGVDC Executive Director)
Date: 6/26/2024

APPROVED AS TO FORM

Legal Counsel

[Signature]

By: Gilbert Guerrero
Donna Chief of Police

Date: 6/5/2024

[Signature]

By: David Moreno
Donna City Mayor

Date: 6/4/2024



APPROVED AS TO FORM
DONNA CITY ATTORNEY

[Signature]
Donna City Attorney

ATTEST:

[Signature]
Donna City Secretary

MEMORANDUM OF UNDERSTANDING AMENDMENTS

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

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

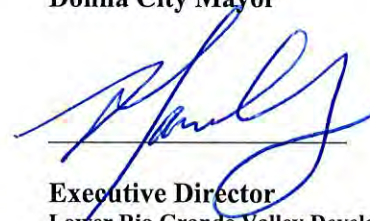
In the event of actions which may include, but not limited to, actions that are illegal, unsafe instructional practices, unethical, or not in the best interest of either party, this agreement can be immediately terminated.

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

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



Donna Chief of Police

Donna City Mayor

Executive Director
Lower Rio Grande Valley Development
Council

EXHIBIT

A

List of Rules Provided By the “Agency”

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

EXHIBIT

B

EXHIBIT C

EXHIBIT D

EXHIBIT E

ITEM #5. D

**TRANSPORTATION
VALLEY METRO**

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday September 30, 2026

Item #5: Department Action Item

D. Transportation..... Dr. Sandra Carrizales
Director

1. Consideration and **ACTION** to Approve Software Subscription Renewal for LRGVDC Valley Metro of the renewal of the Genfare LLC software subscription to maintain continued access to fare-collection data, reporting, system management, and related services.

Purpose:

Genfare Fare Collection System – Current Project Summary for Subscription Renewal

This project supports the ongoing renewal of Valley Metro’s Genfare fare collection system subscription. The renewal is critical to maintain uninterrupted fare collection operations, reporting stability, smartcard functionality, and mobile fare payment integration. The continued subscription ensures Valley Metro’s ability to operate, monitor, and expand its modernized fare system across the region.

Project Scope:

These components work together to provide a secure, reliable, and scalable fare system that supports Valley Metro’s day-to-day operations and long-term growth.

The subscription renewal covers three core operational components:

1. Genfare Link Cloud Reporting System
2. Smartcard Management and Validation
3. Mobile Ticketing Application Integration

Sales Quotation

Sold-To-Party

Lower Rio Grande Valley Development
301 W. Railroad St. Building A
Weslaco TX 78596

Ship-To-Party

LRGVDC - Valley Metro
510 S. Pleasantview Drive
Weslaco TX 78596

Information

Sales Quote No. 5058071
Document Date 09/02/2026
Customer No. 3344
Currency USD
Contact Name
Phone
FAX 956-969-8176
EMAIL invoices@lrgvdc.org
Validity Start Date 09/02/2026
Validity End Date 12/31/2026
Req Ship Date 09/02/2026
Est Ship Date 12/01/2026

End User

Lower Rio Grande Valley Development
301 W. Railroad St. Building A
Weslaco TX 78596

Item	Material	Quantity	Price	Amount
10	GL-SUB GENFARE LINK SUB_1/1/27-1/1/28	1 EA	34,709.00 USD	34,709.00
20	ML-SUB MOBILE LINK SUB_1/1/27-1/1/28	1 EA	0.00	
30	SLA-GOLD SOFTWARE SUPPORT_1/1/27-1/1/28	1 EA	0.00	
Gross Value				34,709.00
Final Amount:				34,709.00

Customer Signature: _____ **Date:** _____

Signature:  **Date:** 09/02/2026

Sales Representative: Larry Chefalo **Phone:** 847-871-1130
Email: larry.chefalo@spx.com

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 days after receipt of order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges. Customer will be responsible for applicable taxes and freight charges which will be included upon invoicing. Regardless of any taxes included above applicable taxes due are determined as of the date of shipment or service. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

GENFARE STANDARD TERMS AND CONDITIONS OF SALE

1. GENERAL. Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

2. SHIPPING & INSURANCE Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

3. TERMS OF PAYMENT. Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY. All products will be shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

5. CHANGES TO SPECIFICATIONS. Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

6. ACCEPTANCE, RETURNS AND EXCHANGES. The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

Return/Exchange Procedures. Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE. If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

8. CANCELLATION. If Customer cancels an Agreement before the Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfil the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

9. FORCE MAJEURE. To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

10. INSTALLATION. If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

11. WARRANTY. All Products are covered by Genfare's Standard Warranty as described in Attachment A attached hereto and incorporated herein.

12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

13. INDEMNIFICATION. Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

14. INSURANCE. Genfare shall maintain insurance coverage consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates. Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

15. NOTICE. All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

16. MISCELLANEOUS. No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

ATTACHMENT A- WARRANTY

1. DEFINITIONS

- a) Customer shall mean any individual, entity, business, or transit agency that purchases Genfare's goods, services, and/or software.
- b) Documentation shall mean the manuals, guides, or other applicable materials provided by Genfare to the Customer.
- c) Equipment shall mean new Genfare supplied equipment, firmware embedded on the Genfare supplied equipment, and spare parts.
- d) Equipment Operating Instructions means the instructions for use, maintenance, storage, and repair in the applicable Genfare Equipment Manual.
- e) Equipment Warranty Period shall apply as follows:

i. Equipment:

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) twelve (12) months thereafter for equipment purchases; and (z) six (6) months for Equipment repaired during the Warranty Period or the remaining original warranty period if greater than (6) months

ii. Genfare's Mid-Life Upgrade and/or Reconditioning Program:

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) six (6) months thereafter; and (z) three (3) months for items repaired during the Warranty Period or the remaining original warranty period if greater than three (3) months.

iii. Spare Parts:

- 1. Begins upon delivery of Spare Parts and shall end six (6) months thereafter.
- f) Genfare Equipment Manual means the manual and/or guides developed by Genfare and made available to a Customer which describe the products, services, and/or software, including proper care and maintenance of such products, services, and/or software.
- g) Genfare Service Center shall mean the Genfare repair facility specified by an authorized Genfare representative.
- h) Hotfix shall mean a single, cumulative package that includes information that is used to address a problem within the Software.
- i) Services means technical, training, maintenance, or other services performed by Genfare or an authorized Genfare representative.
- j) Services Warranty Period shall begin upon the completion of the Services and end thirty (30) days thereafter.
- k) Software means all original and software updates purchases of Genfare supplied software.
- l) Software Warranty shall mean licensed software, but excludes any warranty provided under an applicable subscription and services agreement purchased by Customer.
- m) Software Warranty Period shall begin upon the earlier of (a) the date the Software is made available to the Customer for User Acceptance Testing or (b) date the Software is placed in the production and shall end ninety (90) days thereafter.
- n) Third Party Purchase Warranty Period shall mean the date on which Customer receives the Equipment from Customer's third party bus manufacturer or other third party vendors and ending twelve (12) months from such date.
- o) Warranty shall mean all applicable warranties purchased by the Customer under this Agreement.
- p) Warranty Period shall mean the applicable Equipment Warranty Period, Third Party Purchase Warranty Period, the Software Warranty Period, and the Services Warranty Period.

2. GENERAL TERMS

- a) Subject to the provisions of the Equipment Warranty, Genfare warrants that the Equipment shall conform to the specifications in the Genfare documentation in all material respects and that the equipment shall be free from material defects in materials and workmanship.
- b) Genfare warrants that the Services and Software shall materially conform to the specifications in the then-current Documentation.
- c) It is understood that the costs of discovery of the problem associated with any Warranty and, to the extent applicable, the costs associated with the removal and installation of the defective part shall be the responsibility of Customer.

3. RETURN OF EQUIPMENT UNDER WARRANTY

- a) If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:
- b) Customer shall promptly notify Genfare of the problem, the original sales order number, and the serial number, if applicable, of the defective item;
- i. Genfare shall, at its option, either resolve the problem over the telephone or via email, or provide Customer with a Return Material Authorization ("RMA") to ship the defective item to Genfare;
- ii. if Genfare provides Customer with an RMA to ship the defective item to Genfare, Customer shall include, in the RMA, a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center with a copy of the RMA; Parts or Equipment damaged during shipment that were not properly packaged are the responsibility of the customer. The return label must include the RMA number with attention to Repair Center. Genfare reserves the right to return items sent to the Genfare Service Center without an RMA and Customer will reimburse Genfare for its costs in returning the items.
- iii. Genfare shall, at Genfare's option, either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;
- iv. Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.
- c) A failure is defined as a device or component in the Equipment that is inoperative and/or unsuitable for the intended purpose.
- d) It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein.

4. TECHNICAL ASSISTANCE

During the applicable Warranty Period, Genfare shall provide the Customer with Technical Support via phone or email. All communication is to be routed through Customer Care at 847-871-1231, 847-593-8855, or genfare.customercare@spx.com. A case will be created for each inquiry that will be followed through resolution. Technical Support is included throughout the Warranty Period. Customer understands that ongoing Technical Support is the Customer's responsibility and that if a Support Agreement is not secured prior to the expiration of the Warranty Period, Customer is agreeing to support at Genfare's then-current time and materials rates or as otherwise quoted by Genfare.

5. UPDATES

During the applicable Software Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for

Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare. Updates will be provided based on compatibility and based on Genfare's reasonable determination that a Software update will resolve an issue the Customer is experiencing. Genfare reserves the right to provide Customer with a Hotfix to resolve an issue between scheduled releases. Any firmware provided by Genfare to Customer is recommended to be tested in a user acceptance testing environment prior to deployment to Customer's production environment, Genfare's warranty does not cover issues experienced by Customer where Customer deployed firmware to Customer's production environment without first testing in the user acceptance testing environment.

6. DEFAULT AND TERMINATION

Genfare may suspend or immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment or Software; (b) purchases non-OEM supplied parts during the warranty period (c) does not regularly perform preventative maintenance and is unable to show service records or other documentation reasonably requested by Genfare; (d) uses an unauthorized repair facility; (e) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (f) becomes bankrupt or insolvent, or is put into receivership; or (g) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare. If Genfare suspends the warranty under Section 6(a), 6(b), 6(c), or 6(g), Customer will have the opportunity to cure and must do so within ninety (90) days of Genfare providing notice to Customer. If Customer does not cure within the allotted period, the warranty will terminate upon expiration of the cure period. To cure, Customer must remedy the default in the manner required by Genfare in Genfare's notice of default to Customer. The term of Customer's Warranty Period will continue to run during any cure period.

7. LIMITATIONS AND QUALIFICATIONS OF WARRANTY

This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as ball bearings, belts, batteries, cables, gears, rollers etc.(a full list of consumable items can be provided upon request) nor does it apply to any damage, defect or failure caused by:

- a) any part of the Equipment or Software having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;
- b) improper installation, operation or maintenance by Customer or a third party;
- c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;
- d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual or the Minimum System Requirements for the Network Manager or Server (including failure to perform regular backups);
- e) inaccurate or incomplete information or data supplied or approved by Customer;
- f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;
- g) cosmetic damage (including graffiti);
- h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or
- i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale);
- j) Customer implementing a software update without having a User Acceptance Testing environment available prior to implementation of the software update
- k) Improper or inadequate testing of a software update or release in Customer's User Acceptance Testing environment prior to implementation of such software update or release in Customer's production environment.

8. LIMITATION ON DAMAGES

a) THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND SOLE AND EXCLUSIVE REMEDY FOR THE EQUIPMENT, SOFTWARE, AND/OR SERVICES. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY, AND NON-INFRINGEMENT. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS." GENFARE DOES NOT WARRANT THAT: (1) OPERATION OF ANY OF THE SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE, (2) FUNCTIONS CONTAINED IN THE SERVICES AND SOFTWARE SHALL MEET THE CUSTOMER'S REQUIREMENTS, OR (3) THE SERVICES OR SOFTWARE SHALL OPERATE IN COMBINATION WITH (I) OTHER HARDWARE OR SOFTWARE OTHER THAN HARDWARE AND SOFTWARE EXPRESSLY APPROVED OR RECOMMEND BY GENFARE IN WRITING, OR (II) UNSUPPORTED VERSIONS OF THE SOFTWARE

b) EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.

c) EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.



Lower Rio Grande Valley Development Council



Sole Source Justification Form

In accordance with Section 4-104 Sole source Procurement of the LRGVDC Procurement Policy Manual, sole source procurement, may be used when the award is not feasible under small purchase, competitive bidding or negotiated procurement procedures.

Sole source procurement is limited to the following:

(Please select one)

- ☐ a.. Public exigency or emergency.
- ☒ b. Where the item is available from only a single source,:
- ☐ c. If, after soliciting a number of sources, competition is deemed inadequate.

Emergency Procurements

A procurement qualifies as an emergency if:'

- a. A public calamity requires the prompt purchase of items to provide for public needs or preserve properly;*
- b. The item is necessary to preserve or protect the public health or safety of residents.; or*
- c. The item is made necessary by unforeseen damage to public properly.*

Item Description:	GenFare Link Subscription		
Amount	\$34,709.00		
Vendor:	GenFare Inc.		
Justification Statement:	Genfare is the sole source for the Genfare Link subscription because it is proprietary software designed to operate with Valley Metro's existing Genfare fare-collection system. Valley Metro requires the 2027 subscription to maintain continued access to fare-collection data, reporting, system management, and related services. No other provider can furnish or authorize this proprietary subscription or provide equivalent access to the existing Genfare system. Therefore, competition is not practicable for this subscription renewal.		
Signature:		Date:	09/02/2026

Lower Rio Grande Valley Development Council
Board of Directors Meeting

Wednesday September 30, 2026

Item #5: Department Action Item

D. Transportation.....Dr. Sandra Carrizales
Director

2. Consideration and **ACTION** to Approve the repair of Unit 2203 exceeding procurement threshold.

Purpose:

Staff is seeking Board approval for unit 2203 repair expenses through Rush Truck Center that exceed the established procurement threshold as defined in LRGVDC's purchasing policies using insurance proceeds.

Background:

Unit 2203 was involved in an accident in May 2025, and LRGVDC Valley Metro has received insurance proceeds to cover the repair costs. Rush Truck Center provided a preliminary repair estimate of \$43,644. A Purchase Order will be submitted for \$34,411.83, and Rush Truck Center will work directly with the insurance carrier to resolve any amount exceeding that total. As part of the repair process, Rush will conduct a complete teardown of the vehicle and, after assessing the full extent of the damage, will issue a revised comprehensive repair estimate to both the insurance carrier and Valley Metro.

Lower Rio Grande Development Council
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3. Consideration and **ACTION** to authorize LRGVDC Valley Metro's participation as a partner with Hidalgo County Community Service Agency (HCCSA) in its Community Rides grant application for funding of up to \$100,000, including authorization to execute a Letter of Commitment.

Purpose:

Staff is requesting Board approval for LRGVDC Valley Metro to partner with HCCSA on its federal Community Rides grant application. HCCSA will serve as the lead applicant, and Valley Metro will support coordination of the proposed transportation and mobility services.

Hidalgo County Community Service Agency - Community Rides Grant Partnership - HCCSA is applying for up to \$100,000 in federal Community Rides funding. If awarded, the grant may support new or expanded transportation services and related operating costs, including contracted drivers, fuel, maintenance, scheduling, and mobility coordination. The partnership may also support education and assistance that help residents understand how to access and use available transportation services.

Lower Rio Grande Valley Development Council Board of Directors Meeting

Wednesday, September 30, 2026

Item #5: Department Status Reports

D. Transportation.....Dr. Sandra Carrizales
Director

VALLEY METRO August 2026 Ridership Snapshot

System Overview

McAllen Express showed modest growth at 7.45%, while Harlingen – San Benito increased slightly by 1.3%, LRGVDC Commuter Bus saw strong growth (+ 67%), and South Texas College's Jag Express surged (+149%). Significant declines in major ridership sources – especially UTRGV Vaquero Express (-18) and LRGVDC Motor Bus (-13) resulting in a net decrease in total passenger trips for August. Ridership decreased on LRGVDC MB routes 50's, 60,61,62,63, because these rural LRGVDC routes experienced softer demand compared to last year, and since there were no service cancelations, the decline reflects natural shifts in travel patterns rather than operational changes.

Agency	Metrics	August 2026	August 2025	YoY % Change
	Routes – Total Passenger Trips	48,662	52,095	-6.59%
McAllen Express	10,12,14,15,16's,17,20,30,31's.32 RL 1, RL2, Orange Line	18,502	17,219	7.45%
Harlingen – San Benito	31.2 40,41,42,44,45's	4808	4746	1.3%
LRGVDC Motor Bus	GL1, 50's,60,61,62	4181	4,806	-13%
LRGVDC Demand Response	Willacy, Starr, Zapata	826	834	-0.9%
LRGVDC – Commuter Bus	Willacy Express & Zapata Express	355	212	67%
The University of Texas Rio Grande Valley	Vaquero Express	19,624	24,131	-18%
South Texas College	Jag Express	366	147	149%

Ridership Trend

FY26 saw consistently higher ridership from September through April, with increases ranging from 19%-64%YOY. Summer months softened: May to August showed declines between -19% and -6.59%. While August experienced a modest drop, FY26 continues to outperform FY25 substantially.

Month	FY 26	FY 25	%
September	124,908	76,812	62%
October	130,325	79,338	64%
November	94,014	64,200	46%
December	61,339	41,253	48%
January	57,110	47,768	19%
February	96,640	68,657	40%
March	86,210	63,554	35%
April	99,574	69,170	43%
May	39,288	40,345	-2.62%
June	36,963	38,338	-3.59%
July	39,574	39,649	-0.19%
August	48,662	52,095	-6.59%
<i>YTD Ridership</i>	<i>914,607</i>	<i>681,179</i>	<i>34.27%</i>

Routes with Year – Over - Year Monthly Growth

Ridership continues to grow across several regional and commuter routes, with notable year-over-year increases throughout the network.

Route	August Ridership	YOY Change
Routes 14 VABL	1188	123%
Route 15 Edinburg North	436	25%
Route 16.1 Courthouse Circulator	2483	49%
Route Purple Line Route Weslaco – Pharr - McAllen	142	46%
Route 42 San Benito - Harlingen	347	96%
Route Blue Line	160	45%
Route Willacy Express	214	257%

Regional Transportation Advisory Panel (RTAP) Activity:

RTAP Sub-Committee Meeting Recap

Meeting date: August 27, 2026

1. Valley Metro Updates

The shelter placement and design RFP is in its final internal review stage. A system-wide route feasibility analysis is underway, including a review of the STC Cosmetology routing.

2. Brownsville Metro Updates

Brownsville Metro is moving forward with its transition from TransLoc to ETA, and all related vendor documentation has been submitted. A recent job fair resulted in hiring five new full-time operators and three part-time BTX Connect operators. The agency anticipates launching six new hybrid-electric buses in September.

3. Metro McAllen Updates

Metro McAllen plans to launch a new commuter service on August 31, connecting McAllen Central Station to the Hidalgo International Bridge. The service schedule is still being finalized. The downtown circulator continues operating on Friday and Saturday, and ridership data is currently being reviewed.

4. Island Metro Updates

Island Metro continues work on installing Tesla charging stations, with a ribbon-cutting event scheduled for September 17. The agency is awaiting formal notice regarding a rural discretionary grant and has begun initial planning. Evaluation of the HVAC chiller replacement project remains ongoing. The agency is also hosting Texas Transit Association and ECOG workshops.

5. South Texas College (STC) Updates

STC reported that TripShot has been fully launched, and drivers are using tablets for schedules and passenger counts. Data collection is ongoing, and reporting reviews will begin once sufficient information has been gathered.

6. Regional Coordination & Recommendations

Claudia presented updates on regional efforts to improve connectivity, including synchronized route and schedule changes, enhancements to real-time tracking and technology, adjustments for seasonal demand, and improvements in frequency and transfer wait times. Agencies were encouraged to share any upcoming projects or route changes to support RTAP documentation updates.

7. TNC/Private Provider Coordination

Metro McAllen provided an overview of its microtransit overflow partnership with RideCo and Uber. When RideCo is unable to meet requested time windows, Uber trips are used as a backup, with costs subsidized by the agency.

8. Upcoming Meetings

- RTAP Meeting: September 22, 2026
- RTAP Subcommittee Meeting: October 22, 2026

LRGVDC Five-Year Regional Public Transportation Coordination Plan (RPTCP) Update

Board Briefing: Transit Coordination Plan Update

Consultant: KFH Group | **Milestone Report**

Project Status RPTCP Quarterly Review (July - September 2026)

The Regional Public Transportation Coordination Plan project is progressing. The RPTCP consultant has completed both public outreach and technical planning aspects of the plan and are currently in Chapter 6 of the assessment.

Transportation Needs and Gaps Assessment:

The consultant will conduct surveys in both rural and urban areas to gather insights on unmet transportation needs. They will develop a transportation needs index and create detailed maps to visualize service gaps, ensuring a data-driven approach to identifying and addressing deficiencies in the transit network.

The consultant has finalized the transportation needs survey, the Needs Index, and gap mapping to identify network coverage deficiencies.

- KFH delivered Technical Memorandum No. 1 and Outreach Summary, which was subsequently reviewed by Valley Metro staff.
- Workshop #1 was conducted to review KFH's findings synthesized from the public outreach input and collected data.

Interim Draft:

The consultant has submitted a draft of the 5-Year Regional Public Transportation Coordination Plan and LRGVDC – Valley Metro has reviewed and provided some comments.

The draft plan will be presented to the RTAP Committee for review on their September 22, 2026, meeting.

ITEM #5.D.2

RGVMPO