



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

February 16, 2024

10:00 AM MOUNTAIN TIME

PLACE: 8037 Lockheed, Suite 100
El Paso, Texas 79925

PRESIDING: Representative Henry Rivera

***EXECUTIVE
DIRECTOR:*** Annette Gutierrez

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 298 496 485 706

Passcode: BvwDw8

A G E N D A

ROLL CALL AND DETERMINATION OF QUORUM

APPROVAL OF MINUTES OF THE PREVIOUS MEETING

Rio Grande COG Board of Directors Meeting - January 26, 2024, Minutes

PUBLIC COMMENTS

FINANCE

1. Public Investment Quarterly Report, by Judy Cisneros

THIS IS AN INFORMATION ITEM; NO ACTION IS REQUIRED

ADMINISTRATION

2. Unified Scoring Committee Nomination, by Judy Cisneros

DISCUSS AND ACT UPON AS NEEDED

3. Grid United Transmission Line Committee, by Annette Gutierrez

DISCUSS AND ACT UPON AS NEEDED

4. Interlocal Agreement with El Paso Water, by Annette Gutierrez

THIS IS AN INFORMATION ITEM; NO ACTION IS REQUIRED

5. General Services Administration, by Annette Gutierrez

DISCUSS AND ACT UPON AS NEEDED

6. Region 14 - Upper Rio Grande Region planning grant, by Annette Gutierrez

DISCUSS AND ACT UPON AS NEEDED

7. Request for Qualifications for Engineering Services for the 6th Cycle of the Region E Water Plan, by Annette Gutierrez

DISCUSS AND ACT UPON AS NEEDED

8. USDA programs, by Annette Gutierrez

THIS IS AN INFORMATION ITEM; NO ACTION IS REQUIRED

REGIONAL SERVICES

9. Law Enforcement Training Initiative Interlocal Agreement, by

Marisa Quintanilla

DISCUSS AND ACT UPON AS NEEDED

10. Statewide Emergency Radio Infrastructure Grant Application: Regional Interoperable (RI) Emergency Radio Infrastructure Efforts, by Marisa Quintanilla

DISCUSS AND ACT UPON AS NEEDED

11. Ortho & Oblique Imagery Project 2024 -Eagle View Agreement, by Marisa Quintanilla

DISCUSS AND ACT UPON AS NEEDED

AREA AGENCY ON AGING

EXECUTIVE DIRECTOR'S REPORT

Executive Director's Report

PRESIDENT'S REPORT

ANNOUNCEMENTS

ADJOURNMENT

EXECUTIVE SESSION

The Rio Grande Council of Governments may retire into EXECUTIVE SESSION pursuant to the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the Rio Grande Council of Governments may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act.) The Board will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

- | | |
|-----------------|---|
| Section 551.071 | CONSULTATION WITH ATTORNEY |
| Section 551.072 | DELIBERATION REGARDING REAL PROPERTY |
| Section 551.073 | DELIBERATION REGARDING PROSPECTIVE GIFTS |
| Section 551.074 | PERSONNEL MATTERS |
| Section 551.076 | DELIBERATION REGARDING SECURITY DEVICES |
| Section 551.087 | DELIBERATION REGARDING ECONOMIC DEVELOPMENT
NEGOTIATIONS |
| Section 551.089 | DELIBERATION REGARDING SECURITY DEVICES OR SECURITY
AUDITS; CLOSED MEETING |



RIO GRANDE COUNCIL OF GOVERNMENTS
BOARD OF DIRECTORS MEETING
AGENDA ITEM
2/16/2024

SUBJECT: Rio Grande COG Board of Directors Meeting - January 26, 2024,
Minutes

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

ATTACHMENTS:

Description

RIOCOG Board Minutes for Janury 26, 2024



January 26, 2024, MINUTES - BOARD OF DIRECTORS MEETING
10:53 A.M., MST 8037 Lockheed, Ste. 100, El Paso, TX 79925

<u>Board Members Present:</u>	<u>Board Members Not Present:</u>
Representative Henry Rivera, President, City of El Paso	Mayor Ken Miyagishima, City of Las Cruces
Commissioner Iliana Holguin, 1 st Vice-President County of El Paso	Dr. Kristina Mena, El Paso Water Utilities, PSB
Judge Carlos Urias 2 ND Vice President, Culberson County	Judge Brian Haggerty, EPCC
Mayor Summer Webb, Immediate Past President, Town of Valentine	Commissioner Susana Chaparro, Dona Ana County
Alderpersion David Cantu, City of San Elizario	COL Brendan Gallagher, Ft. Bliss Garrison Commander
Judge Joanna Mackenzie, Hudspeth County	Representative Art Fierro, City of El Paso
Judge Curtis Evans, Jeff Davis County	
Mayor Ivy Avalos, City of Socorro	Texas State Senator, Cesar Blanco, District 29
Representative Aleksandra Annello, City of El Paso	
Trustee Leah Hanany, EPISD Board of Trustees	<u>GUEST:</u>
Judge Jose Portillo, Jr., Presidio County	Frank Hernandez, HERO
Commissioner Carlos Leon, County of El Paso	Martin Mor, HERO
Governor Michael Silva, Ysleta del Sur Pueblo	Ben Semmes, Grid United
Sheriff Richard Wiles, County of El Paso	
Judge Greg Henington, Brewster County	
	<u>RGCOG Staff Present:</u>
	Annette Gutierrez, Executive Director
	Marisa Quintanilla, Regional Services Director
<u>Alternates:</u>	Rebecca Stauffer, MIS & Resource Director
Mayor Andres Renteria, Town of Horizon City, Proxy for Representative Art Fierro	Julissa Cisneros, Technician Generalist
Lina Mendez for Texas State Senator, Cesar Blanco, District 29	Diana Valdez, RGCOG Attorney

MINUTES

PLEDGE OF ALLEGIANCE

The Board stood and recited the Pledge of Allegiance

ROLL CALL AND DETERMINATION OF QUORUM

Roll call was taken and it was determined that a Quorum was present.

APPROVAL OF MINUTES OF THE PREVIOUS RCGOG BOARD OF DIRECTORS' MEETING on October 27, 2023

Commissioner Iliana Holguin motioned for approval and Mayor Ivy Avalos seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

PUBLIC COMMENTS

There were no public comments.

FINANCE

ADMINISTRATION

1. Grid United, by Annette Gutierrez

Ms. Annette Gutierrez presented Ben Semmes from Grid United. Mr. Semmes presented Grid United's project on energy infrastructure.

2. Highway Emergency Response Operator program, by Annette Gutierrez

Ms. Annette Gutierrez presented Frank Hernandez from the El Paso HERO Program. Mr. Frank gave a brief presentation on the Highway Emergency Response Operator Program (HERO).

3. Region 14 consultant for Upper Rio Grande Regional Flood Planning Group, by Annette Gutierrez

Ms. Annette Gutierrez requested approval from the board to allow the Council to continue utilizing AECOM as the Technical Consultant for the Upper Rio Grande Regional Flood Planning Group (URGFPG) for Region 14 for the second cycle of flood planning.

Representative Aleksandra Annello motioned for approval and Commissioner Iliana Holguin seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

4. Proposed changes to Personnel Manual, by Annette Gutierrez

Ms. Annette Gutierrez requested approval from the board for the proposed updated Personnel Manual for the Rio Grande Council of Governments.

Sheriff Richard Wiles motioned for approval and Representative Alexandra Anello seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

5. **Grant Administration Contract with the City of Dell City, by Annette Gutierrez**

Ms. Annette Gutierrez requested approval from the board to allow the Rio Grande Council of Governments to enter into a contract with the City of Dell City to provide grant administrative services for a construction grant.

Judge Joanna MacKenzie motioned for approval and Mayor Andres Renteria seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

6. **UTEP Population Study, by Annette Gutierrez**

Ms. Annette Gutierrez requested approval from the board to allow the Rio Grande Council of Governments to enter a contract with the University of Texas at El Paso and use up to \$26,725 from the fund balance of the Far West Texas Water Planning Group program to pay for the costs.

Commissioner Carlos Leon motioned for approval and Sheriff Richard Wiles seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

7. **Climate Interlocal with the City of El Paso, by Annette Gutierrez**

Ms. Annette Gutierrez requested approval from the board to enter an Interlocal Agreement with the City of El Paso to assist with the Environmental Protection Agency (EPA) Regional Climate-related program objectives.

Mayor Andres Renteria motioned for approval and Commissioner Iliana Holguin seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

8. **WSP, USA Contract termination with RIOCOG, by Annette Gutierrez**

Ms. Annette Gutierrez requested approval from the board to allow RIOCOG to terminate its contract with WSP, USA, for technical consultant services for regional water planning.

Judge Joanna MacKenzie motioned for approval and Commissioner Iliana Holguin seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

9. **Request for Qualifications for Engineering Services for the 6th cycle of the Region E Water Plan, by Annette Gutierrez**

Ms. Annette Gutierrez requested approval from the board to allow the Rio Grande Council of Governments to post a Request for Qualifications for a Technical Consultant to prepare a Regional Water Plan as required by the Texas Water Development Board, on behalf of Region E's Far West Texas Water Planning Group (FWTWPG).

Representative Aleksandra Anello motioned for approval and Mayor Andres Renteria seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

REGIONAL SERVICES

10. **RGCOG Solid Waste Advisory Committee TCEQ Conformance Review, by Marisa Quintanilla**

Ms. Marisa Quintanilla informed the Board of Directors of the Texas Commission on Environmental Quality (TCEQ) solid waste permit and registration applications review requirements. No action was taken.

11. **FY 2024-2025 Solid Waste Advisory Committee Membership, Marisa Quintanilla**

Ms. Marisa Quintanilla requested approval from the board on the submittal of the revised Fiscal Year 2024-2025 Solid Waste Advisory Committee membership and resolution affirming the Committee's makeup to the Texas Commission on Environmental Quality, Office of Waste-Waste Permits Division.

Representative Aleksandra Anello motioned for approval and Commissioner Iliana Holguin seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

12. **FY 2025 RGCOG Far West Regional Community Preparedness, by Marisa Quintanilla**

Ms. Marisa Quintanilla requested approval from the board on the submittal of the FY 2025 State Homeland Security Grants Division Community Preparedness grant application in the amount not to exceed \$74,684.70, project titled, "RGCOG Far West Texas Regional Community Preparedness" and authorizing the Executive Director to serve as the grantee's authorized official to the Office of the Governor Homeland Security Grants Division.

Mayor Andres Renteria motioned for approval and Representative Carlos Leon seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

13. **State Homeland Security Grants Application: RGCOG Regional Planning Initiative, by Marisa Quintanilla**

Ms. Marisa Quintanilla requested approval from the board on the submittal of the FY 2025 State Homeland Security grant application in the amount not to exceed \$69,000 project titled, "RGCOG Far West Texas Regional Community Preparedness" and authorizing the Executive Director to serve as the grantee's authorized official to the Office of the Governor Homeland Security Grants Division.

Representative Aleksandra Annello motioned for approval and Commissioner Iliana Holguin seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

14. **State Homeland Security Grants Application: RGCOG Regional Interoperable Communications, by Marisa Quintanilla**

Ms. Marisa Quintanilla requested approval from the board on the submittal of the FY 2025 State Homeland Security grant application in the amount not to exceed \$492,370, project titled, "RGCOG Regional Interoperable Communications" and authorizing the Executive Director to serve as the grantee's authorized official to the Office of the Governor Homeland Security Grants Division.

Representative Alessandra Annello mentioned for approval and Alderperson David Cantu seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

AREA AGENCY ON AGING

EXECUTIVE DIRECTOR'S REPORT

Ms. Gutierrez presented her activities.

PRESIDENT'S REPORT

None

ANNOUNCEMENTS

ADJOURNMENT

Representative Aleksandra Annello motioned for adjournment and Judge Joanna MacKenzie seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously. The RGCOG January 26, 2024, Board of Directors' meeting adjourned at 12:12 p.m.

Annette Gutierrez, Secretary
RGCOG Executive Director

Date

DRAFT

February 16, 2024



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 1.

2/16/2024

SUBJECT: Public Investment Quarterly Report, by Judy Cisneros

THIS IS AN INFORMATION ITEM; NO ACTION IS REQUIRED

INFORMATION:

Presentation of the Public Funds Investment report for the first quarter of fiscal year 2024 for bank accounts held at Wells Fargo; Operating, 911, and TCEQ.

ATTACHMENTS:

Description

Quarter Investment Report

Annette Gutierrez - Executive Director
8037 Lockheed, Ste. 100
El Paso, Texas 79925



Phone: (915) 533-0998
Fax (915) 532-9385
www.riocog.org

TO RGCOG BOARD OF DIRECTORS

February 16, 2024

Quarter Investment Report for Operating Account with Wells Fargo

First Quarter FY2024 (10/01/23 – 12/31/23)

Information item only, no action required

Funds are kept safely at our depository, Wells Fargo. Funds are insured by the Federal Deposit Insurance Corporation (FDIC) up to the current limit of \$250,000 per official custodian. Since the account currently has 5 official custodians, FDIC limit is \$1,250,000. Any funds in excess of the FDIC limit are 100% collateralized.

Funds are deposited in an Analyzed Business Checking account.

Market value increase of \$388,180 is the difference between expenditures and cash advances during the first quarter of FY 2024.

09/30/2023 market value \$772,170

12/31/2023 book value \$1,160,350


12/31/2023 market value \$1,160,350

Interest earned for this quarter \$5,781

The balance of the Operating account represents general, special, and enterprise funds.

The investment portfolio is in compliance with the Rio Grande Council of Governments' investment policy and with the Public Funds Investment Act.

Prepared by Judy Cisneros, Investment Officer

Signature: 



February 16, 2024



Annette Gutierrez - Executive Director
8037 Lockheed, Ste. 100
El Paso, Texas 79925



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TO RGCOG BOARD OF DIRECTORS

February 16, 2024

Quarter Investment Report for 911 Account with Wells Fargo

First Quarter FY2024 (10/01/23 – 12/31/23)

Information item only, no action required

Funds are kept safely at our depository, Wells Fargo. Funds are insured by the Federal Deposit Insurance Corporation (FDIC) up to the current limit of \$250,000 per official custodian. Since the account currently has 5 official custodians, FDIC limit is \$1,250,000. Any funds in excess of the FDIC limit are 100% collateralized.

Funds are deposited in an Analyzed Business Checking Plus account.

Market value increase of \$316,605 is the difference between expenditures and cash advances during the first quarter of FY 2024.

09/30/2023 market value \$297,958

12/31/2023 book value \$614,563


12/31/2023 market value \$614,563

Interest earned for this quarter \$1,991

The balance of the 911 account represents CSEC advanced funds.

The investment portfolio is in compliance with the Rio Grande Council of Governments' investment policy and with the Public Funds Investment Act.

Prepared by Judy Cisneros, Investment Officer

Signature: 



February 16, 2024



Annette Gutierrez - Executive Director
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TO RGCOG BOARD OF DIRECTORS

February 16, 2024

Quarter Investment Report for TCEQ Account with Wells Fargo

First Quarter FY2024 (10/01/23 – 12/31/23)

Information item only, no action required

Funds are kept safely at our depository, Wells Fargo. Funds are insured by the Federal Deposit Insurance Corporation (FDIC) up to the current limit of \$250,000 per official custodian. Since the account currently has 5 official custodians, FDIC limit is \$1,250,000. Any funds in excess of the FDIC limit are 100% collateralized.

Funds are deposited in an Analyzed Business Checking Plus account.

Market value decrease of \$5,758 is the difference between expenditures and cash advances during the first quarter of FY 2024.

09/30/2023 market value \$43,050

12/31/2023 book value \$37,292

12/31/2023 market value \$37,292

Interest earned for this quarter \$112

The balance of the account represents TCEQ advanced funds.

The investment portfolio is in compliance with the Rio Grande Council of Governments' investment policy and with the Public Funds Investment Act.

Prepared by Judy Cisneros, Investment Officer

Signature:  _____



February 16, 2024





RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 2.

2/16/2024

SUBJECT: Unified Scoring Committee Nomination, by Judy Cisneros

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

Board of Directors' approval is requested to nominate an elected official who represents a non-entitlement community, to serve on the State Unified Scoring Committee for the Texas Community Development Program. Each state planning region is provided an opportunity to nominate one representative for appointment to a 24-member Unified Scoring Committee. Members will participate in a committee meeting and select state-wide scoring factors for 2025-2026 Community Development Fund applications.

The nominee must meet the following criteria:

- Currently serving as an elected or appointed official of a non-entitlement community;
- Able to pass a basic background check; and
- Available to travel to the Unified Scoring Committee meeting and related training.

The training will be in San Antonio, Texas on April 10, 2024, at 9:00 a.m.

San Antonio Food Bank, Valero Community Engagement Center

5200 Historic, Old Hwy 90 W, San Antonio, TX 78227

Nominations shall be submitted in the form of a completed Application for Appointment to the USC. Application forms must be received by TDA no later than March 8, 2024.



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 3.

2/16/2024

SUBJECT: Grid United Transmission Line Committee, by Annette Gutierrez

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

Board of Directors' approval is requested to form a Grid United Transmission Line Committee to ensure the region is aware of the ongoing activities of this initiative. The committee shall meet quarterly.



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 4.

2/16/2024

SUBJECT: Interlocal Agreement with El Paso Water, by Annette Gutierrez

THIS IS AN INFORMATION ITEM; NO ACTION IS REQUIRED

INFORMATION:

The purpose of this agenda item is to inform the board of an Interlocal Agreement that was signed between the Rio Grande Council of Governments (RIOCOC) and El Paso Water.

The purpose of the agreement is for the RIOCOC to provide technical assistance to El Paso Water specifically for the Esperanza Water System, which is operated by El Paso Water.

El Paso Water will pay the RIOCOC up to \$25,000 based upon the following schedule of Service tasks:

Task 1: Provide the support of a grant writer to prepare one or more grant application(s) to pursue funding for Esperanza's proposed elevated storage tank and connection to the electric grid.

Task 2: Identify grant funding or technical assistance opportunities to help Dell City with a proposed well, conservation services, and identify other projects that will help protect the Bone Springs-Victorio Peak aquifer, a source for future water imports to El Paso.

Task 3: Assist EPWATER, on its own, or in cooperation with other Region E water providers, with grant support that is necessary to El Paso's current or future water sources or is deemed mutually beneficial to other Region E water providers.

For each grant proposal, RGCOG will provide a proposed scope, cost and timeline prior to beginning a grant application. Grant support will include advising EPWATER on required Board Resolutions, letters of support and other actions required to fulfill grant requirements.



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 5.

2/16/2024

SUBJECT: General Services Administration, by Annette Gutierrez

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

Board of Directors' approval is requested to allow the Rio Grande Council of Governments to utilize the General Services Administration for FY 2024.



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 6.

2/16/2024

SUBJECT: Region 14 - Upper Rio Grande Region planning grant, by Annette Gutierrez

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

Board of Directors' approval is requested to allow Administration to submit a planning grant application to the Texas Water Development Board (TWDB) on behalf of Region 14 – Upper Rio Grande Regional Flood Planning Group. The total amount Rio Grande Council of Governments (RIOCOG) is applying for is \$2,591,800. The performance period is estimated to be March 2024 through August 2028.

Background

The 2019 Texas Legislature and Governor Abbott greatly expanded the Texas Water Development Board's (TWDB) role in flood planning. The TWDB is administering the state and regional flood planning process with flood planning regions based on river basins. The regional flood plan will be due in February 2027, and the state flood plan will be due in January of 2028.

RIOCOG will request \$100,000 for administration, \$10,000 for member travel, and \$2,481,800, for the Technical Consultant.

The Region 14 - Upper Rio Grande Regional Flood Planning Group consists of portions of Brewster, Crane, Culberson, El Paso, Hudspeth, Jeff Davis, Loving, Pecos, Presidio, Reeves, Terrell, and Ward, and portions of Andrews, Crockett, Ector, Edwards, Midland, Reagan, Schleicher, Sutton, Upton, Val Verde, and Winkler.



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 7.

2/16/2024

SUBJECT: Request for Qualifications for Engineering Services for the 6th Cycle of the Region E Water Plan, by Annette Gutierrez

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

Board of Directors' approval is requested to allow the Rio Grande Council of Governments' (RIOCOG) Executive Director to negotiate a contract with Carollo Engineering for the purposes of serving as Region E's Technical Consultant for the 6th Cycle of their Regional Water Plan.

On January 26th, 2024, RIOCOG issued a Request for Qualifications for a Technical Consultant. Proposals were due February 9, 2024, at 2:00 p.m. MST. Only the Carollo Engineering Firm submitted a proposal. The Executive Committee of the Water Planning Group has reviewed the proposal and finds the Firm has demonstrated appropriate staffing with key experience in the State Water Planning process and in turn recommends for Carollo to serve as the Technical Consultant.

If approved, the Executive Director will bring a contract to the board for review and approval at the March meeting.



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 8.

2/16/2024

SUBJECT: USDA programs, by Annette Gutierrez

THIS IS AN INFORMATION ITEM; NO ACTION IS REQUIRED

INFORMATION:

The purpose of this agenda item is to provide more information on several USDA programs that will benefit the region.

ATTACHMENTS:

Description

USDA Programs

Rural Energy for America Program Renewable Energy Systems and Energy Efficiency Loans and Grants

Loan guarantees for this program are streamlined under the OneRD Guarantee Loan Initiative

What does this program do?

The program provides guaranteed loan financing and grant funding to agricultural producers and rural small businesses for renewable energy systems or to make energy efficiency improvements. Agricultural producers can also apply for new energy-efficient equipment and new system loans for agricultural production and processing.

Who can apply?

- **Agricultural producers with at least 50 percent of their gross income coming from agricultural operations**
- **Small businesses in eligible rural areas**

NOTE: Agricultural producers and small businesses must have NO outstanding delinquent federal taxes, debt, judgment, or debarment.

What types of borrowers are eligible?

Eligible borrowers include:

- Rural small businesses
- Agricultural producers

Additional USDA Rural Development programs that support other types of businesses and organizations are included in the OneRD Guarantee Loan Initiative. You can learn more at this link: <https://go.usa.gov/xJnfQ>.

What are the borrowing restrictions for loan guarantees?

- Individual borrowers must be citizens of the United States or reside in the U.S. after being legally admitted for permanent residence.
- Private-entity borrowers must demonstrate that loan funds will remain in the U.S.

What is an eligible area?

- Businesses must be located in rural areas with populations of 50,000 or fewer. You can check our database of eligible business addresses at this link: <https://go.usa.gov/xJnGQ>.
- Agricultural producers can be located in rural or nonrural areas.

How can funds be used?

Funds can be used for renewable energy systems such as:

- Biomass (for example: biodiesel and ethanol, anaerobic digesters, and solid fuels)
- Geothermal for electric generation or direct use
- Hydropower below 30 megawatts
- Hydrogen
- Small and large wind generation
- Small and large solar generation
- Ocean (tidal, current, thermal) generation

Funds also can be used to buy, build, and install energy efficiency improvements such as:

- High-efficiency heating, ventilation, and air conditioning systems (HVAC)
- Insulation
- Lighting
- Cooling or refrigeration units
- Doors and windows
- Electric, solar, or gravity pumps for sprinkler pivots
- Switching from a diesel to an electric irrigation motor
- Replacement of energy-inefficient equipment

Agricultural producers can also use guaranteed loan funds to install energy efficient equipment and systems for agricultural production or processing.

Rural Home Loans (Direct Program)

What does this program do?

Also known as the Section 502 Direct Loan Program, this program helps low- and very-low-income applicants buy decent, safe, and sanitary housing in eligible rural areas by providing payment assistance to increase their applicant's repayment ability. Payment assistance is a type of subsidy that reduces the mortgage payment for a short time. The amount of assistance is determined by the adjusted family income.

Who can apply for this program?

A number of factors are considered when determining eligibility for Single Family Direct Home Loans. At a minimum, applicants must have an adjusted income that is at or below the applicable low-income limit for the area in which they wish to buy a house (an income limit map is available at this link: <https://go.usa.gov/xzcfb>). They must also demonstrate a willingness and ability to repay debt.

Applicants must:

- Be without decent, safe, and sanitary housing
- Be unable to obtain a loan from other resources on terms and conditions that can reasonably be expected to be met
- Agree to occupy the property as their principal residence
- Have the legal capacity to incur a loan obligation
- Meet citizenship or eligible noncitizen requirements
- Not be suspended or debarred from participation in federal programs

Properties financed with direct loan funds must:

- Be modest in size for the area
- Not have market value in excess of the applicable area loan limit
- Not be designed for income-producing activities

Borrowers are required to repay all or a portion of the payment subsidy received over the life of the loan when the title to the property transfers, or the borrower is no longer living in the dwelling.

Applicants must meet income eligibility for a direct loan. You can visit the USDA Income and Property Eligibility website (available at this link: <https://go.usa.gov/xzcdM>) for complete details. Or, contact your local Rural Development office (a map is available at this link: <https://www.rd.usda.gov/browse-state>) to learn more.

What is an eligible area?

Properties must be located in an eligible rural area. Visit the USDA Income and Property Eligibility website (available at this link: <https://go.usa.gov/xzcdM>) for details.

How can funds be used?

Loan funds can be used to help low-income people or households buy homes in rural areas. Funds can be used to build, repair, renovate, or relocate a home, or to purchase and prepare sites, including providing water and waste treatment equipment.

How much can I borrow?

The maximum loan amount an applicant qualifies for depends on their ability to repay a loan. Rural Development considers various factors, such as income, debts, assets, and the amount of payment assistance the applicant is eligible to receive. Regardless of repayment ability, applicants can never borrow more than the area loan limit (plus certain other costs eligible to be financed) in the county in which the property is located (information is available at this link: <https://go.usa.gov/xzcGB> - PDF)

What is the interest rate and payback period?

- The interest rate is fixed, and based on current market rates at loan approval or closing, whichever is lower.
- When modified by payment assistance, the monthly mortgage payment can be reduced to a low as an effective 1 percent interest rate.
- The payback period is 33 years (38 years for very-low-income applicants who can't afford a 33-year loan term).

How much down payment is required?

Down payments are not typically required, but applicants with assets higher than the asset limit can be required to use a portion of those assets.

Is there a deadline to apply?

Applications are accepted year-round through your local Rural Development office. A map is available at this link: <https://www.rd.usda.gov/browse-state>.

How long does an application take?

Processing times vary depending on funding availability and program demand in the area in which the applicant is interested in buying. Processing times also are dependent upon the completeness of the applicant's package.

What governs this program?

- The Housing Act of 1949 as amended; 7 CFR, Part 3550 (available at this link: <https://go.usa.gov/xzcvG>)
- HB-1-3550 - Direct Single Family Housing Program Field Office Handbook (available at this link: <https://go.usa.gov/xzcvM> - PDF)

NOTE: Because citations and other information are subject to change, always consult the program instructions listed in the section above titled “*What Governs This Program?*” You can also contact your local office for assistance (a list is available at this link: <https://go.usa.gov/xzjP7>). You will find additional forms, resources, and program information at rd.usda.gov. *USDA is an equal opportunity provider, employer, and lender.*

Last Updated March 2022

February 16, 2024

OneRD Guarantee Loan Initiative: Rural Energy for America Program Renewable Energy and Energy Efficiency

What types of funding are available?

- Loan guarantees on loans up to 75 percent of total eligible project costs
- Grants for up to 50 percent of total eligible project costs
- Combined grant and loan guarantee funding up to 75 percent of total eligible project costs

What is the maximum amount of a loan guarantee?

The loan guarantee percentage is published yearly in a notice in the *Federal Register* (available at this link: <https://www.federalregister.gov/>)

How do we get started?

Applications are accepted year-round in your local USDA Rural Development office. A list of state offices is available at this link: <https://go.usa.gov/xJnHR>.

Who can answer questions?

Your state-based USDA Rural Development Energy Coordinator can help answer your questions. A list is available at this link: <https://go.usa.gov/xtBaj> - PDF.

What governs this program?

- Grants: 7 CFR 4280, Subpart B, (available at this link: <https://tinyurl.com/5e8vy9sb>)
- Guaranteed Loans: 7 CFR 5001, (available at this link: <https://tinyurl.com/3rt4cp59>)
- This program is authorized by Title IX of the Agricultural Improvement Act of 2018 (available at this link: <https://tinyurl.com/3hn26vy3>), and the Inflation Reduction Act of 2022 (available at this link: <https://tinyurl.com/26cv2tzc>).

Why does USDA Rural Development do this?

This program helps increase American energy independence by increasing the private-sector supply of renewable energy, and by decreasing the demand for energy through energy efficiency improvements. Over time, these investments can also help lower the cost of energy costs for small businesses and agricultural producers.

NOTE: Because information changes, always consult official program instructions or contact your local Rural Development office for help. A list is available at this link: <https://go.usa.gov/xJHPE>. You will find additional resources, forms, and program information at <https://rd.usda.gov>. USDA is an equal opportunity provider, employer, and lender.

Last Updated March 2023

February 16, 2024

Single Family Housing Repair Loans and Grants

What does this program do?

Also known as the Section 504 Home Repair program, it provides loans to very-low-income homeowners to repair, improve, or modernize their homes, or provides grants to elderly, very-low-income homeowners to remove health and safety hazards.

Who can apply?

To qualify, you must:

- **Be the homeowner and occupy the house**
- **Be unable to obtain affordable credit elsewhere**
- **Have a family income within the very-low-income limit**
- **For grants, be age 62 or older**



Home Repair Program Webpage

February 16, 2024

What is an eligible area?

Properties must be located in an eligible rural area. You can visit the USDA Income and Property Eligibility website (available at this link: <https://go.usa.gov/xzcdM>) for complete details.

How can funds be used?

- Loans can be used to repair, improve, or modernize homes, or to remove health and safety hazards.
- Grants must be used to remove health and safety hazards.

How much money can I get?

- Maximum loan is \$40,000.
- Maximum grant is \$10,000.
- Loans and grants can be combined for up to \$50,000 in assistance.

What are the terms of the loan or grant?

- Loans are repaid over 20 years.
- Loan interest rate is fixed at 1 percent.
- Full title service is required for loans greater than \$25,000.
- Grants have a lifetime limit of \$10,000.
- Grants must be repaid if the property is sold in less than three years.

Is there a deadline to apply?

Applications are available year-round as long as funding is available, and are processed in the order they are received.

How long does an application take?

Approval times depend on funding availability in your area. Talk to a state or area office-based USDA home loan specialist (a map is available at this link: <https://www.rd.usda.gov/browse-state>) for help with your application.

How do I get started?

Contact a USDA home loan specialist (information is available at this link: <https://www.rd.usda.gov/browse-state>) in your area.

What governs this program?

- The Housing Act of 1949 as amended; 7 CFR, Part 3550 (available at this link: <https://go.usa.gov/xzcvG>)
- HB-1-3550 - Direct Single Family Housing Program Field Office Handbook (available at this link: <https://go.usa.gov/xzcvM> - PDF)

NOTE: Because information changes, always consult official program instructions or contact your local Rural Development office for help. A list is available at this link: <https://go.usa.gov/xJHPE>. You will find additional resources, forms, and program information at <https://rd.usda.gov>.

USDA is an equal opportunity provider, employer, and lender.

Last Updated May 2023

Value Added Producer Grant

What does this program do?

The Value Added Producer Grant program helps agricultural producers enter into value-added activities related to the processing and/or marketing of bio-based, value-added products. Generating new products, creating and expanding marketing opportunities, and increasing producer income are the goals of this program.

Who may apply for this program?

Independent producers, agricultural producer groups, farmer- or rancher-cooperatives, and majority-controlled producer-based business ventures are eligible to apply for this program.

How may funds be used?

Grant and matching funds can be used for planning activities or for working capital expenses related to producing and marketing a value-added agricultural product. Examples of planning activities include conducting feasibility studies and developing business plans for processing and marketing the proposed value-added product. Examples of working capital expenses include:

- Processing costs
- Marketing and advertising expenses
- Some inventory and salary expenses

How do I get started?

You need to read the [Federal Register notice](#) for the details on what is needed for an application. Make sure you start putting together the required information at least a month before the application deadline because you may need to provide letters of commitment or support from other organizations, a work plan and budget, and other information that will take you some time to look up or write. You may also need to fill out required forms. You can get copies of those forms from your nearest Rural Development Office.

Who can answer questions?

If you have questions, you can contact your nearest [RD Office](#).

Will I need to send any reports if I receive a grant?

If you receive a grant, you will need to send regular financial and performance reports. Your grant agreement will tell you how often you need to send the reports, what forms you need to use, and what information you need to put in the reports.

Where can I get more information?

In addition to many Federal regulations, the VAPG program has a regulation that is just for this program. It contains details about the program's purpose, what you can and can't do with grant money, application requirements, and information about how applications will be selected for funding. Remember that you need to read the Federal Register notice to get all the details about how to apply, but the program regulation also has useful information that you will need before applying for a grant.

What governs this program?

The VAPG program is authorized under section 231 of the Agriculture Risk Protection Act of 2000 (Pub. L. 106-224), as amended by the Agricultural Act of 2018 (Pub. L. 113-79) (see 7 U.S.C. 1632a).

NOTE: Because citations and other information may be subject to change, please always consult the program instructions listed in the section above titled “What Governs This Program?” You may also contact your local office for assistance. You will find additional forms, resources, and program information at rd.usda.gov. USDA is an equal opportunity provider, employer, and lender.



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 9.

2/16/2024

SUBJECT: Law Enforcement Training Initiative Interlocal Agreement, by Marisa Quintanilla

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

Board of Directors' approval is requested to allow the RIOCOG's Executive Director to enter into an Interlocal Agreement with El Paso County, by and through the El Paso County Sheriff's Office in the amount \$133,404.

The purpose of the Agreement is to provide regional law enforcement training within the RIOCOG region for a twelve-month performance period (September 1, 2023-August 31, 2024).

Attached for your review is the Interlocal Agreement and has been reviewed and approved by EPCSO's and RIOCOG's legal counsel.

ATTACHMENTS:

Description

FY 2024 RGCOG-EPCSO Training Initiative Interlocal Agreement--Partially Executed

RIO GRANDE COUNCIL OF GOVERNMENTS FY 2024 LAW ENFORCEMENT TRAINING INITIATIVE INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made by and between the Rio Grande Council of Governments (hereinafter, "RGCOG"), and El Paso County through the El Paso County Sheriff's Office (hereinafter, "EPCSO"), and is intended to aid in the implementation of a grant provided to the RGCOG through the Public Safety Office within the Office of Governor Criminal Justice Division (hereinafter, "PSO OOG") PSO OOG Grant Number 1428519 RGCOG Law Enforcement Training Initiative. The EPCSO and the RGCOG are jointly referred to as the "Parties" in this Agreement.

Therefore, it is expressly understood and agreed by the Parties that payment obligations created by this Agreement are conditioned upon the availability of state funds appropriated or allocated for the payment of these obligations.

WHEREAS, the RGCOG has PSO OOG grant funds available to pay the EPCSO under this Agreement in an amount not to exceed One Hundred Thirty Three Thousand Four Hundred and Four Dollars (\$133,404) for FY 2024.

WHEREAS, the service area encompassed by this Agreement includes the six-county area of the RGCOG region; referred to herein as Upper Rio Grande State Planning Region 8.

WHEREAS, the EPCSO has agreed to provide the requested services in accordance with this Agreement and within the guidance and standards established by TCOLE.

NOW, THEREFORE, the RGCOG and the EPCSO do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The EPCSO warrants and assures the RGCOG it possesses adequate legal authority to enter into this Agreement. The EPCSO governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the EPCSO to the terms of this Agreement and any subsequent amendments.

ARTICLE 2 APPLICABLE LAW

The EPCSO agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Agreement. These standards and laws include, to the extent applicable, the Texas Grant Management Standards ("TxGMS") promulgated by the State of Texas. The EPCSO will maintain all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials in compliance with all applicable state and federal laws and local ordinances. Failure to comply with this requirement will be treated as a default.

ARTICLE 3 INDEPENDENT CONTRACTOR ARRANGEMENT

The execution of this Agreement does not change the status of the Parties. Employees of the EPCSO are subject to the control and supervision of the EPCSO and will not be construed to be employees of the RGCOG under any circumstances. The EPCSO is solely responsible for employee payroll and claims arising therefrom. The EPCSO will notify RGCOG of the threat of or

any actual lawsuit filed against the EPCSO pertaining to this Agreement or which would adversely affect the EPCSO's ability to perform Services under this Agreement within 72 hours (three working days) of any notice of a lawsuit.

ARTICLE 4 TERM OF AGREEMENT

This Agreement commences effective September 1, 2023 and continues in force until August 31, 2024, unless extended or terminated as otherwise provided for in this Agreement.

ARTICLE 5 SCOPE OF SERVICES

The EPCSO agrees to provide the regional law enforcement training set forth in this Agreement ("Services"). The RGCOG hereby agrees to engage the EPCSO and the EPCSO agrees to perform the regional law enforcement training set forth pursuant to the provisions of the grant from the PSO OOG. The Services to be performed by EPCSO are as follows.

- (a) Project Task: The EPCSO will provide training and instruction to law enforcement personnel in the RGCOG region on a quarterly basis. The EPCSO will provide instruction covered by this Agreement only to students who are eligible or would be eligible for certification upon completion of a course, by the Texas Commission on Law Enforcement (TCOLE).
- (b) Work Product: In performing the Services, the EPCSO will provide instruction in the courses described in Attachment A "Law Enforcement Training Courses" which is incorporated into this Agreement. Times and locations in the region for the conduct of the courses will be mutually agreed upon by the RGCOG and the EPCSO.
- (c) The content and presentation of each course must comply fully with all applicable rules and regulations of TCOLE.
- (d) The EPCSO may, at its sole discretion, elect to grant academic credit for courses offered under this Agreement. However, the granting of academic credit in no way relieves the EPCSO of its obligation to meet the terms of this Agreement, the request for proposal, and the rules and regulations of TCOLE.
- (e) The EPCSO is responsible for the timely distribution of announcements of contracted course(s) to potential trainees within the RGCOG region.
- (f) The EPCSO must require trainees to complete Instructor Evaluation Questionnaires for each course. The Questionnaire will be the design of EPCSO. A summary of these forms will be furnished to the RGCOG on request.

The EPCSO will furnish all necessary personnel with the professional classification, qualifications, skill and expertise required to perform the Services. The EPCSO is responsible for completion of the Services and will provide all necessary supervision and coordination of activities required to complete the Services. The EPCSO may not subcontract Services to be performed pursuant to this Agreement without prior written consent of the RGCOG. The EPCSO will notify the RGCOG within ten (10) days of any vacancies involving any grant staff position under this Agreement. The EPCSO will notify the RGCOG when a replacement is hired to fill the vacancy.

ARTICLE 6 COORDINATION OF TRAINING PROJECT

The RGCOG will provide oversight of training activities, including overall monitoring of the EPCSO training program. The RGCOG training coordinator will act as liaison between the area law enforcement agencies, the EPCSO, and the PSO OOG.

The EPCSO will provide a staff coordinator of Services under this Agreement who holds a valid Instructor certificate from the TCOLE and who will act as liaison between the EPCSO and the RGCOG. The EPCSO will immediately notify the RGCOG in writing of any change in the TCOLE certification.

ARTICLE 7 REPORTING AND MONITORING REQUIREMENTS

A fiscal year 2024 six-month report covering the reporting period of September 1, 2023 through February 29, 2024 will be submitted to the RGCOG postmarked no later than March 8, 2024. An end of the year report covering March 1, 2024 through August 31, 2024 will be submitted to the RGCOG postmarked no later than September 6, 2024.

Each report will include the following:

- (a) Number of individuals enrolled in the basic corrections course;
- (b) Number of individuals passing the basic corrections course;
- (c) Number of individuals enrolled in the peace officer course;
- (d) Number of individuals passing the peace officer course;
- (e) List of primary activities conducted during the six months and twelve months report;
- (f) Number of students trained;
- (g) Number of contact hours;
- (h) Number of training sessions conducted;
- (i) Quarterly regional course calendar for Fiscal Year 2024; and
- (j) Any other information requested by the RGCOG.

If the EPCSO fails to submit to the RGCOG in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily perform required Services, the RGCOG may withhold payments otherwise due and owing to the EPCSO. If the RGCOG withholds payments, it will notify the EPCSO of its decision and the reasons therefore. Payments withheld pursuant to this Article may be held by the RGCOG until the delinquent obligations for which funds are withheld are fulfilled by the EPCSO. The EPCSO failure to timely submit any report may also be considered cause for termination of this Agreement.

The RGCOG is responsible for closely monitoring the EPCSO to ensure reasonable care has been exercised to make sure all terms and conditions of the RGCOG Law Enforcement Training Initiative (1428519) grant have been followed. The EPCSO agrees to fully cooperate with the RGCOG during the monitoring process. Programmatic monitoring using the monitoring instrument incorporated into this Agreement and included as Attachment B will take place at the Region VIII Training Academy located at 12501 Montana, El Paso, Texas 79938 on Friday, April 5, 2024.

ARTICLE 8 PAYMENT FOR SERVICES

The EPCSO will provide the RGCOG with a FY 2024 itemized budget no later than January 26, 2024. The EPCSO must timely request a budget adjustment from the RGCOG if funds need to be adjusted. Equipment purchases and equipment adjustments will not be allowed during the last quarter of Fiscal Year 2024 (After May 31, 2024).

The RGCOG agrees to pay the EPCSO the total sum not to exceed One Hundred Thirty Three Thousand Four Hundred Four Dollars (\$133,404) for Services described in this Agreement. Payment for Services will be made within forty-five (45) days of receipt of invoice and monthly expenditure report, and all necessary documentation during the Agreement period from September 1, 2023 through August 31, 2024, in accordance with the EPCSO itemized budget as approved by the RGCOG. The EPCSO must include the following with each request for payment, in accordance with existing County procedures:

- (a) Copy of the payroll expense distribution report;
- (b) Copy of the workers compensation check and back-up documentation;
- (c) Copy of the unemployment insurance check and back-up documentation;
- (d) Recap of all expenditures;
- (e) Recap of all benefits per employee per pay period;
- (f) Recap for the Workers Compensation per employee per pay period;
- (g) Recap for the unemployment insurance per employee per pay period;
- (h) Recap sheet per employee per pay period to include hourly rate, hours worked gross pay, FIT SS-MC other deductions and net pay;
- (i) Copies of grant funded employees timesheets per pay period to include the activities conducted during the pay period; and
- (j) Original invoice requesting reimbursement for expenditures.

ARTICLE 9 NON-FUNDING CLAUSE

Each payment obligation of the RGCOG created by this Agreement is conditioned upon the availability of state funds appropriated or allocated for the payment of these obligations. The RGCOG is not otherwise obligated or liable for any future payments due or for any damages as a result of interruption of payment or termination under this Article. If sufficient state funds are not allocated or otherwise available from the RGCOG, the EPCSO will have no further obligation to perform its duties under this Agreement. RGCOG will notify the EPCSO thirty (30) days in advance if training funds will not be available.

ARTICLE 10 INSURANCE

The EPCSO represents to the RGCOG it self-insures its general liability exposure including bodily injury, death, and property damage. The limits of liability are set in part by the Texas Tort Claims Act. The EPCSO further represents it self-insures workers compensation and employer's liability under the Texas Workers Compensation Act.

ARTICLE 11 REPAYMENTS

The EPCSO understands and agrees it will be liable to repay and will repay, upon demand, to the RGCOG any amounts determined by the RGCOG, its independent auditors, the PSO OOG or any state agency to have been paid in violation of the terms of this Agreement.

ARTICLE 12 SUBCONTRACTORS

The EPCSO will not subcontract Services to be performed pursuant to this Agreement without prior written consent of the RGCOG. The EPCSO will furnish to the RGCOG a copy of the completed "Agreement for Consultant/Instructor" when the EPCSO uses the services of a person as an instructor or consultant when that person is not an employee of the EPCSO or the County of El Paso. Copies of these agreements will be kept on file at the Law Enforcement Academy. The EPCSO acknowledges the RGCOG is not liable to any subcontractor of the EPCSO. The EPCSO will ensure the performance rendered by all subcontractors is in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the EPCSO.

ARTICLE 13 AUDIT

As a recipient of state assistance through this Agreement, the EPCSO acknowledges it is subject to the Single Audit Act of 1996, P.L. 98-502, (hereinafter referred to as "Audit Act"), Uniform Guidance–Subpart F audit requirement. For state funded awards, audit requirements can be found in the TxGMS.

The EPCSO will have an audit conducted in accordance with the Single Audit requirements in 2 CFR, Part 200, Subpart F Audit Requirement or the requirements in TxGMS for any of its fiscal years in which the EPCSO expends more than \$750,000 in combined state or federal financial assistance.

The EPCSO will provide the RGCOG a copy of the audit upon request, including the management letter and reporting package required by federal and state rules within thirty (30) days after receipt of the auditor's report, or nine (9) months after the end of the audit period.

RGCOG reserves the right to conduct an independent audit of all funds distributed under this Agreement which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by the RGCOG. This audit will be conducted in accordance with applicable State law, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The EPCSO understands and agrees the EPCSO is liable to the RGCOG for any costs disallowed or overpayment as a result of audit or inspection of records kept by the EPCSO for Services performed under this Agreement.

ARTICLE 14 EXAMINATION OF RECORDS

The EPCSO will maintain, during the course of the work, complete and accurate records of all EPCSO costs, to include documentation to show items chargeable to the RGCOG under this Agreement. The RGCOG, through its staff or designated public accounting firm or the PSO OOG, has the right at any reasonable time to inspect, copy and audit those records on or off the premises

by authorized representatives of its own or any public accounting firm selected by it. The right of access to records is not limited to the required retention period but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of this Agreement. The records to be maintained and retained by the EPCSO include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the EPCSO employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the EPCSO stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors of the EPCSO and any other third party charges. Records shall be maintained until any and all questions relating to any charges or issues are resolved.

The EPCSO further agrees to include in all of its subcontracts permitted pursuant to Article 12, a provision that the EPCSO agrees the RGCOG and its duly authorized representatives, until the expiration of seven (7) years after final payment under the subcontract or until all audit findings have been resolved, have the right to access, examine, and copy any directly pertinent books, documents, papers, invoices and records of the subcontractor involving transactions relating to any Services performed.

ARTICLE 15 RETENTION OF RECORDS

The EPCSO will maintain all records pertinent to this Agreement, including but not limited to those records enumerated in Article 14, and all other financial, statistical, property, participant records, and supporting documentation for a period of not less than seven (7) calendar years from the later of the date of acceptance of the final contract closeout or the date of the final audit required under Article 13 of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records will be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. Records will be retained in accordance with state policy; a copy of disposal documents will also be sent to the RGCOG for their files. Documentation of damaged, lost or disposed of equipment will be reported in accordance with the EPCSO purchasing guidelines with a copy of final documents being sent to the RGCOG with the biannual report.

ARTICLE 16 TRAINING COMMITTEE

The EPCSO will maintain a training committee in accordance with the Commission on Accreditation for Law Enforcement Agencies (C.A.L.E.A) standards, which will meet annually to discuss training issues. The RGCOG will be provided with a copy of the minutes of all training meetings for its files. The EPCSO will conduct at least one training meeting with law enforcement representatives from the RGCOG rural jurisdictions at least once a year. Representatives from these agencies will be invited to attend these meetings and will be provided a copy of training committee minutes. The RGCOG will be provided with a copy of the quarterly training schedules in advance.

ARTICLE 17 CHANGES AND AMENDMENTS

Any changes to the terms of this Agreement, which are required by changes in federal law or regulations are automatically incorporated into this Agreement without a written amendment, and become effective on the date designated by the law or regulation; provided, if the EPCSO may not legally comply with the change, the EPCSO may terminate this Agreement, as authorized by Article 18.

Either Party may, from time to time, request changes in the scope of the Services to be performed and/or the compensation to be paid for Services described in this Agreement. Changes mutually agreed upon by and between the RGCOG and the EPCSO in writing will be incorporated into this Agreement. The EPCSO Authorized Official or his/her designee, is authorized to accept funding in accordance with the attached Law Enforcement Training Course list (Attachment A), which is incorporated into this Agreement for all purposes.

ARTICLE 18 TERMINATION PROCEDURES

The Parties acknowledges this Agreement may be terminated under the following circumstances:

- A. **Termination, Without Cause:** Either Party may terminate this Agreement, without cause, at any time by written notice by certified mail to the other Party. Upon receipt of notice of termination from the RGCOG, all Services will cease to the extent specified in the notice of termination. In the event of termination, the EPCSO will prepare a final invoice within thirty (30) days of the termination reflecting the Services performed not previously invoiced. The RGCOG agrees to pay the EPCSO, in accordance with the terms of the Agreement, for Services rendered.
- B. **Termination, For Cause Due to Default:** In the event of default in the performance of this Agreement, the non-defaulting Party may terminate this Agreement after providing written notice of the default to the defaulting Party, and the defaulting Party fails to cure the default within ten (10) calendar days of the notice. In the event of a default termination, all Services of the defaulting Party and its employees and subcontract will cease. If applicable, the defaulting Party will prepare a final invoice reflecting the Services rendered pursuant to this Agreement, which have not appeared on any prior invoice. The invoice must be satisfactory to the Executive Director of the RGCOG or designee or the El Paso County Judge, or designee, as applicable.

The RGCOG agrees to pay the EPCSO, in accordance with the terms of this Agreement, for Services rendered and accruing to the benefit of the RGCOG as reflected on the invoice, less payment of any compensation previously paid and less any costs or damages incurred by the RGCOG as a result of the default, including an amount agreed to in writing by the RGCOG and the EPCSO to complete the Services specified in the Agreement.

ARTICLE 19 SEVERABILITY

Should any provision of this Agreement be determined to be invalid, unlawful, or unenforceable, that provision will be deemed severed from this Agreement and every other provision will continue in full force and effect.

ARTICLE 20 FORCE MAJEURE

To the extent either Party is wholly or partially prevented from the performance of any obligation or duty placed on the Party within the time specified by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the Party's control and not attributable to its neglect or nonfeasance, the time for the performance of the obligation or duty will be suspended until the disability to perform is removed. Determination of force majeure will be made with concurrence of the Parties.

ARTICLE 21 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The EPCSO agrees to comply with all federal and state laws relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to this Agreement; and (j) the requirements of any other nondiscrimination statute(s) under state law which may apply to this Agreement.

ARTICLE 22 CONFLICTS OF INTEREST

No officer, member or employee of the EPCSO or subcontractor, no member of the governing body of the EPCSO and no other public officials of the EPCSO who exercise any functions or responsibilities in the review or approval of this Agreement, may participate in any decision relating to this Agreement which affects his or her personal interest, or may have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 23 POLITICAL ACTIVITY; LOBBYING

No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The EPCSO, if a recipient of federal assistance exceeding \$100,000 through an RGCOG subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 24 SECTARIAN INVOLVEMENT PROHIBITED

The EPCSO will ensure no funds under this Agreement are used, either directly or indirectly, in support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 25 CRIMINAL PROVISIONS AND SANCTIONS

The EPCSO agrees it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by the RGCOG, the State of Texas, and the acts and regulations of the funding entity. The EPCSO agrees to promptly notify the RGCOG of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify the RGCOG of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of the occurrence. Any theft or willful damage to property on loan to the EPCSO from the RGCOG will be reported to local law enforcement agencies and the RGCOG within two (2) hours of discovery and the RGCOG will be provided a copy of the law enforcement report within two (2) hours of receipt of the report. The EPCSO further agrees to cooperate fully with the RGCOG and any law enforcement agency in carrying out a full investigation of any incidents.

ARTICLE 26 LABOR STANDARDS

The EPCSO will comply with the Fair Labor Standards Act of 1938 (29 USC 676, et.seq.) with respect to any training conducted of its employees pursuant to this Agreement.

ARTICLE 27 CAPTIONS AND HEADINGS

The article headings contained in this Agreement are for convenience only and in no manner are intended to restrict the subject matter of any article or part of this Agreement.

ARTICLE 28 DISPUTES

Upon written notice received from one Party alleging a dispute as to any duty or obligation pursuant to this Agreement, or applicable federal or state law, or due to acts or omissions of the other Party, the recipient Party, within five (5) business days of receipt of the notice will meet, or arrange a meeting, with the other Party to resolve the dispute. In the event the Parties do not resolve the dispute at the initial meeting, the Party providing notice of the dispute initially, in its sole discretion, may request additional meetings to address resolution of the dispute or may proceed to the next step of this process. In any event, if additional meetings are held and no resolution of the dispute is reached within thirty (30) calendar days from the initial meeting, the initiating Party may elect **non-binding mediation** with a mutually acceptable third-party mediator. If resolution of the dispute occurs, the Parties will reduce such resolution to writing or amend the Agreement to include the resolution. The EPCSO does not agree to binding arbitration. Any proposed dispute resolution process may only be utilized upon the mutual agreement of the Parties.

ARTICLE 29 GOVERNING LAW; VENUE

This Agreement is governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Agreement lies exclusively in El Paso

County, Texas, unless the laws of the State of Texas specifically establish venue in some other county.

ARTICLE 30 ASSIGNMENT

The provisions of this Agreement are not assignable without the prior written consent of the Parties. Written consent on the part of the RGCOG will be in the form of a motion or resolution, adopted by the Board of Directors of the RGCOG.

ARTICLE 31 ENTIRE AGREEMENT

The Agreement and Attachments A and B, constitute the entire Agreement between the Parties, and supersede any and all oral and written agreements between the Parties relating to matters contained in the Agreement. Except as otherwise provided in this Agreement, this Agreement may not be modified without the written consent of the Parties.

ARTICLE 32 TEXAS PUBLIC INFORMATION ACT

The Parties will comply with the Texas Public Information Act, Texas Government Code, Chapter 552. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act.

ARTICLE 33 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same document.

ARTICLE 34 NOTICES

All notices under this Agreement will be given in writing by letter addressed as follows:

Rio Grande Council of Governments
Attn: Annette Gutierrez
8037 Lockheed, Suite 100
El Paso, TX 79925

El Paso County, Texas
Attn: Hon. Ricardo A. Samaniego
500 E. San Antonio, Suite 301
El Paso, Texas 79901

Each party may change its address by written notification to the other party.

ARTICLE 35 AUTHORITY TO EXECUTE

Each of the signatories below assure, represent and confirm that he or she is an authorized signatory on behalf of their respective Party as identified below and has full right, power and authority to execute this Agreement and bind such Party to the terms and covenants of this Agreement and to promise performance of the actions contemplated in this Agreement.

ACCEPTED BY:

FOR THE RIO GRANDE COUNCIL OF GOVERNMENTS

Annette Gutierrez, Executive Director
Rio Grande Council of Governments

Date

FOR THE COUNTY OF EL PASO

Ricardo A. Samaniego

Honorable Ricardo A. Samaniego
El Paso County Judge

01/29/2024
Date

FOR THE EL PASO COUNTY SHERIFF'S OFFICE

Richard D. Wiles

Honorable Richard D. Wiles
Sheriff, El Paso County

2-5-24
Date

ATTACHMENT A
RIO GRANDE COUNCIL OF GOVERNMENTS
LAW ENFORCEMENT TRAINING COURSE

1000	Basic Peace Officer
1120	Basic County Corrections
1009	Basic Hypnosis
1011	Academic Alternative Course
1080	Basic Telecommunications
1014	Basic Instructor
1018	Supplemental Peace Officer
2105	Intermediate Child Abuse
2106	Crime Scene Investigation
2107	Intermediate Use of Force
2108	Intermediate Arrest Search and Seizure
2111	Intermediate Spanish
3101	Civil Process
3188	State and Federal Law Update
3232	Special Investigative Topics-online
3255	Asset Forfeiture
3256	Racial Profiling
3270	Human Trafficking-recommend Federal class
3277	Identity Theft Crimes
3501	Suicide Detection
3502	Inmate Rights
3503	Intermediate Communications in Corrections
3504	Use of Force in a Jail
3599	Jail Firearms Course
3702	Field Training Officer Course

3737	New Supervisor
1850	Intermediate Crisis Intervention Training
3939	Cultural Diversity
4201	Mental Health Peace Officer Course

ATTACHMENT B
RIO GRANDE COUNCIL OF GOVERNMENTS
MONITORING INSTRUMENT

NAME:
DATE OF MONITORING VISIT:
RGCOC STAFF CONDUCTING VISIT:
STAFF INVOLVED IN VISIT:
LIST OF DOCUMENTS REVIEWED:
YEARLY PROGRAMMATIC COMPLIANCE REVIEW: FY <u>2024</u>
ITEMS REVIEWED, AS APPLICABLE:
_____ PERFORMANCE AND SERVICES REVIEWED: 1. Number of courses provided from:

2. List of courses and dates of the courses that were conducted in the jurisdictions of Hudspeth, Culberson, Jeff Davis, Presidio & Brewster:
3. Number of peace officers courses conducted within region:
4. Number of detention officers courses conducted within the region:

5. Training Committee: Date, location & sign-in of the training committee held in the rural jurisdiction(s):
6. Has training been open to all officers and community members? <input type="checkbox"/> YES <input type="checkbox"/> NO
7. What types of coordination/collaboration has been done with rural and urban law enforcement, State and Federal entities? State Law Enforcement: _____ Federal Law Enforcement: _____
9. Has _____ submitted required documentation with billing statements? <input type="checkbox"/> YES <input type="checkbox"/> NO
10. Do timesheets for grant funded personnel reflect activity? <input type="checkbox"/> YES <input type="checkbox"/> NO
11. Do timesheets for positions partially funded by the grant clearly and accurately differentiate between time spent on the grant activities and time spent on other activities? <input type="checkbox"/> YES <input type="checkbox"/> NO
12. Do employees who work solely on one fund source (100%) have their activity certified semiannually? <input type="checkbox"/> YES <input type="checkbox"/> NO

13. Does the _____ ensure grant funds are NOT used to pay for overtime?

☐ YES ☐ NO

14. Does the _____ maintain personnel records for both current & past grant personnel employed during the grant period?

☐ YES ☐ NO

14. Does the _____ maintain all supporting documentation for travel expenditures?

☐ YES ☐ NO

15. If the _____ incurs travel for training purposes, are training certificates or other proof of attendance maintained in the grant records?

☐ YES ☐ NO

16. Do travel expenditures for mileage, per diem and lodging comply with the _____ established policy or state travel guidelines?

☐ YES ☐ NO

17. Does the _____ have and use a procurement policy which includes cost analysis?

☐ YES ☐ NO

18. Does the _____ maintain and update a complete equipment inventory list of items purchased with grant funds?

☐ YES ☐ NO

19. Do inventory records adequately describe equipment and include identification numbers?

☐ YES ☐ NO

20. Does the _____ maintain records to detail the history of each procurement purchased with grant funds?

☐ YES ☐ NO

21. Is the _____ NOT obligating grant funds (services rendered, PO issued) before the beginning, or after the end of the grant period?

☐ YES ☐ NO

22. Does the _____ maintain an equipment inventory list that:

a) is updated every two years?

☐ YES ☐ NO

b) includes only equipment approved in the initial or adjusted budget?

☐ YES ☐ NO

23. Review of six month report information:

24. Review and/or enhancement of data submitted, TCOLE updates, course calendar, # of regional trainings, and other activities: _____

25. Have there been any vacancies involving any grant staff positions under this subcontract?

☐ YES ☐ NO

26. Innovative strategies implemented?

27. Opportunity to comment on the pertinent portions: _____



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 10.

2/16/2024

SUBJECT: Statewide Emergency Radio Infrastructure Grant Application: Regional Interoperable (RI) Emergency Radio Infrastructure Efforts, by Marisa Quintanilla

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

Board of Directors' approval is requested on the submittal of the FY 2025 Statewide Emergency Radio Infrastructure grant application in the amount not to exceed \$1,156,250, project titled, "Regional Interoperable (RI) Emergency Radio Infrastructure Efforts" and authorizing the Executive Director to serve as the grantee's authorized official to the Office of the Governor Homeland Security Grants Division. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

Attached is the program's executive summary and resolution for your review.

ATTACHMENTS:

Description

FY 2025 RGCOG RI Emergency Radio Infrastructure Efforts Executive Summary

FY 2025 RGCOG RI Emergency Radio Infrastructure Efforts_Resolution



Executive Summary

The Public Safety Office within the Office of Governor Homeland Security Grants Division (HSGD) is soliciting applications for projects that support state and regional efforts to improve or sustain interoperable emergency radio infrastructure.

Improving emergency communications operability, interoperability, and continuity of communications has not only been a goal of the Rio Grande Council of Governments (RGCOG) Radio Communication Interoperability Plan (RCIP) group, but as well as for the Governor's Office which outlines this priority in the Texas Homeland Security Strategic Plan, "the need to maintain and achieve communications operability and interoperability efforts".

Currently, counties and municipalities within the region, do not have the radio communication infrastructure to support reliable radio communications. During the latter part of calendar year 2023, the Rio Grande Council of Governments First Responders Preparedness Planning Group requested technical assistance from the Texas Statewide Interoperability Coordinator (SWIC) in conjunction with the Director, Statewide Radio Systems Engineering Infrastructure Operations Division conducted radio coverage assessments and provided recommendations to El Paso County (City of Socorro), Hudspeth, Culberson, Jeff Davis, Presidio, and Brewster based on the propagation maps generated. Based on the SWIC recommendations which addresses the capability gaps identified the SCIP Technology and Infrastructure Initiatives 5.1 and 5.2, the First Responders Preparedness Planning Group Communications Subject Matter Experts and jurisdictions representatives identified the radio communication infrastructure needed (replacement of antiquated repeaters and consolettes) in order to achieve/enhance operability, interoperability with neighboring jurisdictions, state, and federal partners, and ability to connect with a regional system

This project will allow multiple jurisdictions within the Rio Grande Council of Governments region to replace current existing repeater systems to include consolettes which will enhance regional efforts to improve interoperable emergency radio infrastructure. The primary target jurisdictions are City of Socorro (El Paso County) and the counties of Hudspeth, Culberson, Jeff Davis, Presidio, and Brewster. Although, the impact of this project will have a ripple effect on the Rio Grande Council of Governments region which encompasses a land area of 20,696 square miles with an estimated population of 892,617 (2023 Texas Demographic Center).



RESOLUTION

WHEREAS, the Rio Grande Council of Governments (RGCOG) is a voluntary association of local governments established under state law to promote coordination and cooperation in the delivery of governmental services within the Upper Rio Grande State Planning Region in accordance with the Texas Local Government Code, Chapter 391; and

WHEREAS, the Rio Grande Council of Governments Board of Directors' finds it in the best interest of its member governments that the Rio Grande Council of Governments (RGCOG) apply for the Homeland Security Grants Division (HSGD) Statewide Emergency Radio Infrastructure (SERI) funding in order to conduct the "Regional Interoperable (RI) Emergency Radio Infrastructure" project; and

WHEREAS, the Rio Grande Council of Governments will assist jurisdictions with regional planning efforts to include participating in development and implementing plans that prevent terrorism and other catastrophic events, and prepare for the threats and hazards that pose the greatest risk to security to the RGCOG region and the State of Texas; and

WHEREAS, the Rio Grande Council of Governments Board of Directors' agrees that in the event of loss or misuse of the SHSP grant funds, the RGCOG assures that the grant funds will be returned in full to the Office of the Governor Homeland Security Grants Division (HSGD); and

WHEREAS, the Rio Grande Council of Governments Board of Directors' designates the 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 Rio Grande Council of Governments.

NOW THEREFORE, BE IT RESOLVED that the Rio Grande Council of Governments' Board of Directors approves the submission of the "Regional Interoperable (RI) Emergency Radio Infrastructure" grant application, to the Office of the Governor Homeland Security Grants Division.

Passed and approved on this day, the 16th of Febraury 2024.

Honorable Henry Rivera
RGCOG Board President

Annette Gutierrez
RGCOG Executive Director



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 11.

2/16/2024

SUBJECT: Ortho & Oblique Imagery Project 2024 -Eagle View Agreement, by
Marisa Quintanilla

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

Board of Directors' approved is requested to allow Rio Grande Council of Governments (RIOCOC) to enter into a contract with Eagle View to provide approximately 21,000 sq. miles of aerial imagery encompassing the following five (5) counties Hudspeth, Culberson, Jeff Davis, Presidio, and Brewster and six (6) municipalities which include: City of Dell City, Town of Van Horn, City of Valentine, City of Marfa, City of Presidio, and City of Alpine in the amount of \$1,492,065.

RIOCOC has received grant funding from the State Commission on Emergency Communications to perform this function.

Legal Counsel had reviewed and approved the contract.

ATTACHMENTS:

Description

Eagle View Contract



CUSTOMER NAME: Rio Grande Council of Governments
Attn: Annette Gutierrez
Executive Director
CUSTOMER ADDRESS: 8037 Lockheed, Ste 100
El Paso, Texas 79925
CUSTOMER PHONE: (915) 533-0998
CUSTOMER E-MAIL: annetteg@riocog.org

MASTER SERVICES AGREEMENT

This Master Service Agreement (“Agreement”) is entered into by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as “Party” and/or collectively as “Parties”. EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “Account” means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).

1.2. “Activation” means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.

1.3. “Authorized User” means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).

1.4. “Confidential Information” means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.



1.5. **“Documentation”** means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.

1.6. **“Fee”** means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in an Order Form or an invoice issued by EagleView.

1.7. **“Intellectual Property Rights”** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. **“Malware”** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. **“Order Form”** means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.

1.10. **“Products and/or Services”** means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

2.1. **Access to the Product(s) and/or Service(s).** Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Service is subject to the following conditions:

2.2.1. Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompile, reverse compile, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s) and/or Service(s) technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.

2.2.3. Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity



rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

2.2.4. EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

3. PAYMENT

3.1. Fees. Customer shall pay the Fees within ninety (60) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than sixty (60) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will end upon the expiration date of the Order Form, or upon the expiration date of any subsequent or renewal Order Form(s) ("Term"). After expiration Customer shall not have any access to content, Product(s) or Service(s).

4.2. Termination. Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of



delivery of written notice; (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; or (iii) the parties mutually agree to terminate this Agreement at any time. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

4.5. Survival. Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL



BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS



9.1. Export Laws. The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the State of Texas, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and addressed



to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form, and shall be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

9.11. Entire Agreement. This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: Annette Gutierrez

Title: _____

Title: Executive Director

Date: _____

Date: _____



EXHIBIT A

ORDER FORM

EFFECTIVE DATE (MONTH/DAY/YEAR): February 16, 2024

TERM (DURATION): Three Years

ORDER #
LC-10004947

BILL TO
Rio Grande Council of Governments
Annette Gutierrez
8037 Lockheed, Ste 100
El Paso, Texas 79925
(915) 533-0998
annetteg@riocog.org

SHIP TO
Rio Grande Council of Governments
Marisa Quintanilla
8037 Lockheed, Ste 100
El Paso, Texas 79925
(915) 533-0998
marisaq@riocog.org

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1208428	Kevin Beers	Triennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	COST
21015	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none">GSD: 3inStart Year: 2024	\$1,492,065.00
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.	\$0
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.	\$0
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers,	\$0



		911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.	
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.	\$0
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.	\$0
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.	\$0
6	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.	\$0

FEES

Due at Initial Activation of Services-August 31, 2024

\$1,492,065.00

Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source ninety (90) days prior to commencement of a subsequent refresh;
- This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and
- If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in this Order Form, is in possession of licensed products for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.

PRODUCT PARAMETERS

Disaster Response Program ("DRP")

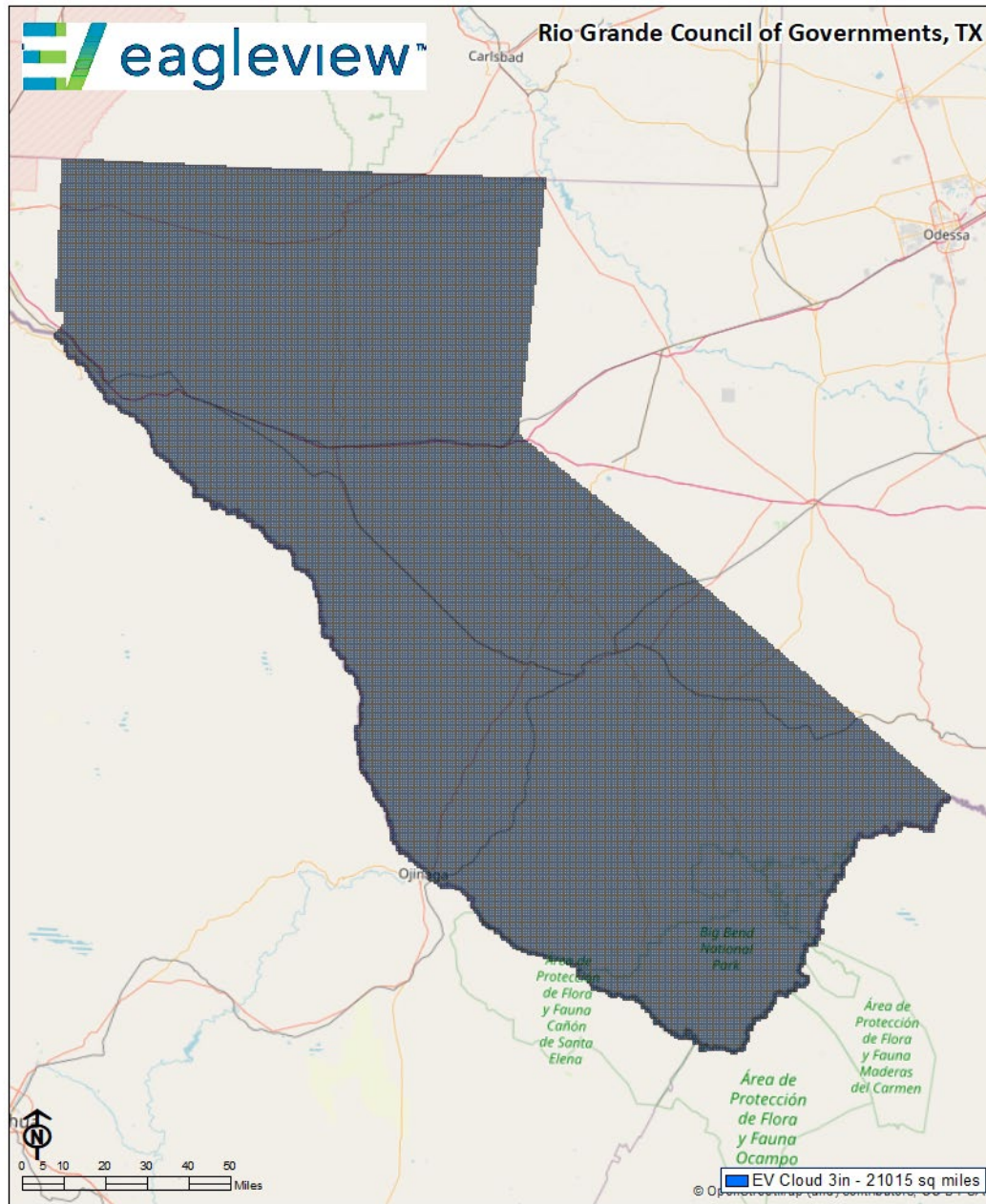


Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.



[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: Annette Gutierrez

Title: _____

Title: Executive Director

Date: _____

Date: _____

EXHIBIT B

SECURITY

1. Definitions.

- 1.1 **"Critical Issue"** means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.2 **"Security Incident"** means any (a) access to Customer's Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView's services or to Customer.
- 1.3 **"Standards Body"** means any commercially recognized technology and or auditing standards organization, including but not limited to AICPA, ISO, ITIL, and NIST.
- 1.4 **"Subcontractor"** means a subcontractor of EagleView.

2. Payment Card Security Compliance. EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer's reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 EagleView may elect to use an alternative to PCI DSS, should a commercially accepted framework approved by major credit card processors become available.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

3. Data Security. EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent report for such data center.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions ("U.S.") without notice to Customer, and will cooperate with Customer's security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.
- 3.3 When transmitting and storing Customer Confidential Information, encrypt such information using encryption at rest and encryption in transit that is applied to such Customer Confidential Information and maintains its protection throughout the lifecycle of such Customer Confidential Information. Use encryption keys and key management techniques that comply with security industry standards published by a Standards Body.
- 3.4 Where practicable, store Customer Confidential Information in a manner that logically or physically separates the data from other EagleView customer data.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by a Standards Body.
- 3.7 Conduct a security risk assessment, based upon a Standards Body framework, of all EagleView's Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues Promptly.

3.8 From time to time, EagleView may update its practices as described herein, but will not materially decrease the overall security of the Products and Services during the Term.

4. Penetration Testing.

4.1 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, and prior written approval by EagleView, Customer will be permitted to conduct a penetration test at Customer's expense, and targeted at sites or services directed by EagleView, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.

5. Information Security Program. Without limiting EagleView's obligation of confidentiality under this Agreement, EagleView will establish and maintain a written Information Security Program, together with adequate administrative, technical, and physical safeguards, to:

- 5.1 Ensure the confidentiality, integrity, and availability of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
- 5.2 Take commercially reasonable efforts to protect against anticipated threats or hazards to the confidentiality, integrity, and availability of such Customer Confidential Information;
- 5.3 Maintain a vulnerability management program to protect hardware and software assets from known exploitable vulnerabilities that have an approved vendor/supplier patch or mitigation strategy;
- 5.4 Engage a third-party vendor to perform an annual penetration test. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly. Upon request, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all Critical Issues were addressed;
- 5.5 Protect against unauthorized access to or use of such Customer Confidential Information; and
- 5.6 Such written Information Security Program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by a Standards Body), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

6. Disaster Recovery and Business Continuity. EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted. EagleView will maintain a Restore Point Objective ("RPO") of one business day prior.

7. Security Incident Process. EagleView will use commercially reasonable efforts to notify Customer, whose data is known to be or suspected to be impacted, of any Security Incident within 72 hours of confirming that a Security Incident has occurred. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.

- 7.1 Customer is responsible for providing EagleView with updated and accurate contact information.
- 7.2 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee to serve as primary point of contact and a backup who will maintain reasonable communication with Customer; and (b) assisting with any investigation of the nature or cause of such Security Incident.
- 7.3 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
- 7.4 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) relevant logs or other digital records related to the Security Incident are maintained until the Security Incident is declared fully remediated; (b) all Security Incidents are appropriately logged; (c) all such logs and information are appropriately protected to ensure the integrity of such logs and information.



8. **Human Resources Security.** EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer information systems; (b) ensure that physical and logical access for each employee of EagleView and of any Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.
9. **Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of video surveillance, cardkey access, and visitor authorization and supervision processes. Surveillance records will be maintained for at least 30 days.
10. **Record Retention.** EagleView will retain Customer Confidential Information as long as EagleView is required to by applicable law.



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM

2/16/2024

SUBJECT: Executive Director's Report

THIS IS AN INFORMATION ITEM; NO ACTION IS REQUIRED

INFORMATION:

February Activities

- Met with USDA Rural Development State Director to discuss funding opportunities for our rural areas
- Participated in the Texas Association of Regional Councils' State Association in Austin, Texas from February 7-9, 2024.