



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

March 15, 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 – February 16, 2024, Minutes

PUBLIC COMMENTS

FINANCE

ADMINISTRATION

1. **Anti-Defamation League presentation, by Annette Gutierrez**
2. **Intergovernmental Advisory Committee, by Annette Gutierrez**
THIS IS AN INFORMATION ITEM; NO ACTION IS REQUIRED
3. **Grant Administration Contract with the City of Dell City, by Annette Gutierrez**
DISCUSS AND ACT UPON AS NEEDED
4. **UTEP Population Study, by Annette Gutierrez**
DISCUSS AND ACT UPON AS NEEDED
5. **Community Project Funding Request to Congresswoman Veronica Escobar, by Annette Gutierrez**
DISCUSS AND ACT UPON AS NEEDED
6. **Rural Innovation Stronger Economy program, by Annette Gutierrez**
DISCUSS AND ACT UPON AS NEEDED

REGIONAL SERVICES

7. **Earth Day Month, by Marisa Quintanilla**
DISCUSS AND ACT UPON AS NEEDED
8. **Public Safety Office Homeland Security Grants Division Office of the Governor: FY 2025 Regional Priority List, by Marisa Quintanilla**
DISCUSS AND ACT UPON AS NEEDED

9. FY 2025 Community Project Funding Application (Congresswoman Escobar), by Marisa Quintanilla

DISCUSS AND ACT UPON AS NEEDED

10. FY 2025 Community Project Funding Application (Congressman Gonzales), by Marisa Quintanilla

DISCUSS AND ACT UPON AS NEEDED

AREA AGENCY ON AGING

EXECUTIVE DIRECTOR'S REPORT

March Activities

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
3/15/2024

SUBJECT: Rio Grande COG Board of Directors Meeting – February 16, 2024,
Minutes

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

ATTACHMENTS:

Description

RGCOG February Board Minutes



February 16, 2024, MINUTES - BOARD OF DIRECTORS MEETING
10:07 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 Eric Enriquez, City of Las Cruces
Commissioner Iliana Holguin, 1st Vice-President County of El Paso	Judge Brian Haggerty, EPCC
Judge Carlos Urias 2ND Vice President, Culberson County	Commissioner Susana Chaparro, Dona Ana County
Commissioner Carlos Leon, County of El Paso	Representative Art Fierro, City of El Paso
Alderpersion David Cantu, City of San Elizario	Texas State Senator, Cesar Blanco, District 29
Judge Joanna Mackenzie, Hudspeth County	Mayor Summer Webb, Immediate Past President, Town of Valentine
Judge Curtis Evans, Jeff Davis County	Governor Michael Silva, Ysleta del Sur Pueblo
Mayor Ivy Avalos, City of Socorro	COL Brendan Gallagher, Ft. Bliss Garrison Commander
Judge Greg Henington, Brewster County	
Trustee Leah Hanany, EPISD Board of Trustees	<u>GUEST:</u>
Judge Jose Portillo, Jr., Presidio County	Jennifer Jackson, Carollo Engineering
Commissioner Carlos Leon, County of El Paso	
Sheriff Richard Wiles, County of El Paso	
Leonard Wells for Colonel Brendan Gallagher	
<u>Alternates:</u>	<u>RGCOG Staff Present:</u>
Commissioner Sergio Quijas for Judge Joanna MacKenzie	Annette Gutierrez, Executive Director
Alderman Rafael Padilla, Town of Horizon City, Proxy for Representative Art Fierro	Julissa Cisneros, Administrative Assistant
	Marisa Quintanilla, Regional Services Director
	Rebecca Stauffer, MIS & Resource Director
	Yvette Lugo, AAA Director
	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 January 26, 2023

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

PUBLIC COMMENTS

Yvette Lugo presented the Area Agency on Aging video and gave an overview of how this video is beneficial in letting people know who the Area Agency on Aging is.

FINANCE

1. Public Investment Quarterly Report, by Judy Cisneros

Ms. Judy Cisneros presented the Public Funds Investment report for the first quarter of fiscal year 2024 for bank accounts held at Wells Fargo; Operating, 911, and TCEQ. No action was taken.

ADMINISTRATION

2. Unified Scoring Committee Nominations, Judy Cisneros

Ms. Judy Cisneros requested approval for the board to nominate Judge Joanna MacKenzie to serve as the representative from the Rio Grande region for the State Unified Scoring Committee for the Texas Community Development Program.

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

3. Grid United Transmission Line Committee, by Annette Gutierrez

Ms. Annette Gutierrez requested approval from the board to form a Grid United Transmission Line Committee.

Ms. Leah Hanany motioned for approval and Judge Curtis Evans seconded the

motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

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

Ms. Annette Gutierrez informed the board of an Interlocal Agreement that was signed between the Rio Grande Council of Governments (RIOCOG) and El Paso Water. No action was taken.

5. **General Services Administration, by Annette Gutierrez**

Ms. Annette Gutierrez requested approval from the board to allow the Rio Grande Council of Governments (RIOCOG) to utilize the General Services Administration for FY 2024.

Sheriff Richard D. Wiles motioned for approval and Ms. Leah Hanany seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

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

Ms. Annette Gutierrez requested approval from the board to allow Administration to submit a planning grant application to the Texas Water Development Board (TWDB) on behalf of the Region 14 – Upper Rio Grande Flood Planning Group for the second cycle.

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

7. **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' Executive Director to negotiate a contract with Carollo Engineering.

Judge Curtis Evans motioned for approval and Judge Jose Portillo seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

8. **USDA programs, by Annette Gutierrez**

Ms. Annette Gutierrez presented and informed the board of several USDA programs. No action was taken.

REGIONAL SERVICES

9. **Law Enforcement Training Initiative Interlocal Agreement, by Marisa Quintanilla**

Ms. Marisa Quintanilla requested approval from the board to allow the Rio Grande Council of Governments' Executive Director to enter into an Interlocal Agreement with El Paso County.

Alderman Rafael Padilla motioned for approval and Sheriff Richard D. Wiles seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

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

Ms. Marisa Quintanilla requested approval from the board on the submittal of the FY 2025 Statewide Emergency Radio Infrastructure grant application.

Sheriff Richard D. Wiles motioned for approval and Ms. Leah Hanany seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously.

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

Ms. Marisa Quintanilla requested approval from the board to allow the Rio Grande Council of Governments to enter into a contract with Eagle View.

Judge Curtis Evans motioned 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

Leonard Wells announced that there will be a Ft. Bliss Community Summit on March 8, 2024. Ms. Annette Gutierrez gave an update about the Regional Board of Directors being in Alpine.

ADJOURNMENT

Ms. Leah Hanany motioned for adjournment and Commissioner Iliana Holguin seconded the motion. Representative Henry Rivera called for a vote and the motion was approved unanimously. The RGCOG February 16, 2024, Board of Directors' meeting adjourned at 11:05 a.m.

Annette Gutierrez, Secretary
RGCOG Executive Director

Date



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 1.

3/15/2024

SUBJECT: Anti-Defamation League presentation, by Annette Gutierrez

INFORMATION:

Peter Svarzbein, El Paso Community Engagement Manager with the Anti-Defamation League, will provide a presentation on the programs his organization offers.



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 2.

3/15/2024

SUBJECT: Intergovernmental Advisory Committee, by Annette Gutierrez

THIS IS AN INFORMATION ITEM; NO ACTION IS REQUIRED

INFORMATION:

Federal Communications Commission (FCC) Chairwoman Jessica Rosenworcel recently announced the new members of the FCC's Intergovernmental Advisory Committee (IAC) and named Lieutenant Governor Garlin Gilchrist II of Michigan as Chair of the IAC, and Chairman and CEO Marshall Pierite of the Tunica-Biloxi Tribe of Louisiana as Vice-Chair. The IAC is comprised of elected officials of municipal, county, state, and Tribal governments that will meet with Commission officials to exchange views, information and advice on a range of telecommunications issues for which state, local and Tribal governments explicitly or inherently share responsibility or administration with the Commission.

Hudspeth County Judge Joanna MacKenzie, has been appointed to the committee.

ATTACHMENTS:

Description

Public Notice



PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

News Media Information 202 / 418-0500
Internet: <https://www.fcc.gov>
TTY: 1-888-835-5322

DA 24-231
Released March 11, 2024

CHAIRWOMAN ROSENWORCEL ANNOUNCES THE NEW MEMBERS OF THE INTERGOVERNMENTAL ADVISORY COMMITTEE

Federal Communications Commission (FCC) Chairwoman Jessica Rosenworcel today announced the new members of the FCC's Intergovernmental Advisory Committee (IAC) and named Lieutenant Governor Garlin Gilchrist II of Michigan as Chair of the IAC, and Chairman and CEO Marshall Pierite of the Tunica-Biloxi Tribe of Louisiana as Vice-Chair. The IAC is comprised of elected officials of municipal, county, state, and Tribal governments that will meet with Commission officials to exchange views, information and advice on a range of telecommunications issues for which state, local and Tribal governments explicitly or inherently share responsibility or administration with the Commission.

BACKGROUND AND MISSION

On February 7, 2023, the Commission announced the reauthorization of the IAC,¹ and sought nominations for membership to the committee.² The reauthorized IAC will operate for two years, with an option for the Commission to reauthorize it at the end of the two-year period.³ The term will commence with the new IAC's first meeting on April 18, 2024.

During its two-year term, the IAC may be tasked by the Chairwoman to produce specific deliverables that will further the Commission's programs, mission and objectives, which may include those related to increasing deployment and adoption of broadband services and any other tasks that may assist state, local, and Tribal government officials to better implement or describe the availability of Commission programs to their constituents and other members of the public. The Office of Intergovernmental Affairs (IGA) within the Consumer & Governmental Affairs Bureau is the Chairwoman's designee to serve as liaison to the IAC and provide oversight of the committee.

COMPOSITION OF THE IAC

Pursuant to Section 0.701(b) of the Commission's rules, the IAC should consist of thirty members (or their designated employees), with a minimum of four elected municipal officials (city mayors and city council members); two elected county officials (county commissioners or council members); one elected or appointed local government attorney; one elected state executive (governor or

¹ The prior term of the IAC expired on September 22, 2022.

² *FCC Announces Reauthorization of Its Intergovernmental Advisory Committee and Solicits Nominations for Membership on the Committee*, Public Notice, DA 23-109 2023, WL 1926867 (CGB Feb. 7, 2023). Subsequently, in order to provide all interested parties with the opportunity to apply for membership, the deadline for submitting applications was extended, to May 12, 2023. *FCC Announces Extension of Deadline to Submit Nominations for Membership on the Intergovernmental Advisory Committee*, Public Notice, DA 20-307 2020, WL 2951022 (CGB Apr. 13, 2023).

³ See 47 CFR § 0.701(a)

March 15, 2024

lieutenant governor); three elected state legislators; one elected or appointed public utilities or public service commissioner; and three elected or appointed Tribal representatives.⁴

MEMBERS OF THE IAC

The newly appointed IAC members are:

State Executive Representatives (3)

Roy Cooper, Governor, North Carolina

Designee: Nate Denny, Deputy Secretary, Broadband and Digital Equity, Department of Information Technology

Henry McMaster, Governor, South Carolina

Designee: James Stritzinger, Director, South Carolina Broadband Office, South Carolina Office of Regulatory Staff

Garlin Gilchrist II, Lieutenant Governor, Michigan (**Chair**)

Designee: Eric Frederick, Chief Connectivity Officer, Michigan High-Speed Internet Office, Michigan Department of Labor and Economic Opportunity

Municipal Representatives (8)

Tim Rosener, Mayor, Sherwood, Oregon

Joseph Goldstein, Marietta City Council Member, Marietta, Georgia

Chris Amorose Groomes, Mayor, Dublin, Ohio

Susan Farber, City Council Representative, Dubuque, Iowa

Dr. Alix Desulme, Mayor, City of North Miami, Florida

Erik Sickinger, Town Council Member, Irmo, South Carolina

Dr. Adriana Rocha Garcia, Town Council Member, San Antonio, Texas

Ted Wheeler, Mayor, Portland, Oregon

Designee: Andrew Speer, Franchise Utility Program Manager

County Representatives (7)

Dr. Jonathan Todd Finnell, Superintendent of Schools, Imperial County, California

Gregg Weiss, Commissioner, Palm Beach County, FL

Tarryl Clark, Commissioner, Stearns County, Minnesota

Alan Perdue, Commissioner, Guilford County, North Carolina

Joanna Mackenzie, County Judge, Hudspeth County, Texas

J.D. Clark, County Judge, Wise County, Texas

Terry Cook, Commissioner, Williamson County, Texas

City Attorney Representative (1)

Victor Gordo, Mayor, Pasadena, California

Designee: Javan Rad, Chief Assistant City Attorney

State Legislative Representatives (4)

Cindy Ryu, State Representative, Washington

Louis Riggs, State Representative, Missouri

Matt Pierce, State Representative, Indiana

Angelo J. Puppolo, State Representative, Massachusetts

⁴ See 47 CFR § 0.701 (b).

State Public Utility Commission Representatives (3)

Tony Evers, Governor, Wisconsin

Designee: Alyssa Kenney, Director of Broadband and Digital Equity, Wisconsin State Broadband Office, Wisconsin Public Service Commission

Dan Watermeier, Chair, Nebraska Public Service Commission

Designee: Cullen Robbins, Director of Telecommunications, Nebraska Universal Service Fund Department, Nebraska Public Service Commission

Muriel Bowser, Mayor, Washington, D.C.

Designee: Thaddeus Johnson, Chief of Staff, Office of Technical and Regulatory Affairs, Public Service Commission of the District of Columbia

Tribal Representatives (4)

Paul Russell, Vice President, Fort McDowell Yavapai Nation, Arizona

Designee: Orlando Moreno, Director of Community and Economic Development of the Fort McDowell Yavapai Nation

Jarred-Michael Erickson, Chairperson, Colville Business Council, Confederate Tribes of the Colville Reservation, Washington

Designee: Ernie Rasmussen, Executive Director, Bigfoot Communications of the Confederated Tribes of the Colville Reservation

Richard Peterson, President, Central Council of the Tlingit and Haida Indian Tribes of Alaska

Designee: Christopher Copley, Director, Tidal Network

Marshall Pierite, Chairman and CEO of the Tunica-Biloxi Tribe of Louisiana (**Vice-Chair**)

EXEMPTION FROM THE FEDERAL ADVISORY COMMITTEE ACT

Pursuant to the “intergovernmental communications” exemption of the Unfunded Mandates Reform Act of 1995 (UMRA),⁵ the IAC is not subject to the Federal Advisory Committee Act (FACA), 5 U.S.C. Ch. 10 (1988).

ACCESSIBLE FORMATS

To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), send an e-mail to fcc504@fcc.gov or call the Consumer and Governmental Affairs Bureau at (202) 418-0530 (voice).

FURTHER INFORMATION

For further information, please contact: Donna Cyrus, Senior Attorney Advisor, Office of Intergovernmental Affairs, Consumer and Governmental Affairs Bureau, Federal Communications Commission, (202) 418-7325, Donna.Cyrus@fcc.gov.

⁵ See 2 U.S.C. § 1534 (b).



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 3.

3/15/2024

SUBJECT: Grant Administration Contract with the City of Dell City, 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) to enter into a contract with the City of Dell City to provide grant administration services for a construction grant through funding from the Texas Department of Agriculture in the amount of \$20,000.

During the February RIOCOG meeting, the board of directors approved the grant administration services agreement for \$30,000. The amount represented was made in error. The correct amount should be \$20,000.

ATTACHMENTS:

Description

City of Dell City Contract

**INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT
FOR ADMINISTRATIVE SERVICES**

**STATE OF TEXAS
COUNTY OF EL PASO**

AGREEMENT:

This Agreement is made and entered into this 15th day of March, 2024 by and between the City of Dell City, Texas, hereinafter referred to as "City", and the Rio Grande Council of Governments, hereinafter referred to as "RIOCOG", a political subdivision under Chapter 391 of the Texas Local Government Code, acting by and through its duly authorized executive officer.

WHEREAS, both "City" and "RIOCOG" are local governments as defined by Chapter 791 of the Texas Government Code, and this contract is made and executed under provisions of said chapter, which is commonly known as the Interlocal Cooperation Act; and,

WHEREAS, RIOCOG has professional administrative services expertise useful to the City of Dell City and desires to make such services available under the following terms and conditions;

NOW, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

RIOCOG agrees to provide certain administrative services, as described in Sections 1, 2, 3, 4, 5, 6, and 7 of this agreement, for the City of Dell City, pursuant to the receipt by the City of a Texas Community Development Block Program contract from the Texas Department of Agriculture (TDA). In consideration for administrative services described herein, the City agrees to pay RIOCOG as described in Section 8 of this agreement.

SCOPE OF WORK:

SECTION 1. PROGRAM SET-UP

- 1.01 Provide general advice with respect to the implementation of the project and regulatory matters.
- 1.02 Furnish necessary forms and procedures for implementation of the project.
- 1.03 Provide technical assistance for the routine tasks to City personnel who will be directly involved in the program.
- 1.04 Assist the City in developing a record keeping system consistent with program guidelines, including the establishment and maintenance of program files.
- 1.05 Serve as liaison for the City during any monitoring visits by staff representatives of either the Texas Department of Agriculture (TDA) or the U. S. Department of Housing and Urban Development (HUD).
- 1.06 Assist the City in meeting all special condition requirements.
- 1.07 Prepare and submit to TDA all required periodic progress reports and compliance reports.

- 1.08 Assist the City in meeting citizen participation requirements, fair housing, civil rights and personnel requirements which may be qualifying factors for participation in the Community Development Block Grant Program (CDBG).

SECTION 2. FINANCIAL MANAGEMENT

- 2.01 Assist the City in documenting its ability to manage grant funds as required by the state.
- 2.02 Assist the City in establishing and maintaining separate bank accounts, journals, and ledgers as necessary for this project.
- 2.03 Assist the City in submitting the required depository and signature forms to TDA.
- 2.04 Assist the City in preparation and submission of requests for payment of funds by TDA.
- 2.05 Assist the City in establishing procedures to handle the use of any CDBG program income.

SECTION 3. ENVIRONMENTAL REVIEW

- 3.01 Prepare an environmental assessment of the project.
- 3.02 Coordinate environmental clearance procedures with state and local officials and other interested parties.
- 3.03 Document environmental comments.
- 3.04 Prepare any required environmental reassessment.
- 3.05 Prepare request for release of funds and certifications.

SECTION 4. ACQUISITION

- 4.01 Prepare required acquisition report(s), if any, on behalf of the City.
- 4.02 Assist the City in determining the necessary documentation of ownership of City-owned real estate, rights-of-way, easements, or other real property rights, if any, which may be required by the state.
- 4.03 Assist the City with acquisition of real property or the rights of use to real property.
- 4.04 Maintain separate files for each parcel of real property acquired.

SECTION 5. LABOR STANDARDS

- 5.01 Assist the City in determining how much, if any, of the TDA contract activities will be carried out, in whole or part, by force account labor.
- 5.02 Assist the City in determining the necessity for hiring any temporary employees to carry out CDBG contract activities.

- 5.03 Assist the City in maintaining adequate documentation of personnel, equipment, and materials used in the project and of related costs.
- 5.04 Assist the City in documenting compliance with federal and state requirements for equal employment opportunity.
- 5.05 Assist the City in documenting compliance with minimum wage and overtime requirements.
- 5.06 Act as local labor standards officer, when needed.
- 5.07 Request wage rates from state, when necessary.
- 5.08 Obtain state verifications of construction contractor eligibility.
- 5.09 Submit Notice of Start of Construction, Notice to Proceed, Final Wage Compliance Report and other applicable labor standards reports.
- 5.10 Attend pre-construction conference and prepare minutes (as needed).
- 5.11 Review weekly contractor payrolls and conduct compliance activities.
- 5.12 Conduct construction employee interviews.
- 5.13 Maintain monthly employee utilization reports as required.

SECTION 6. EQUAL OPPORTUNITY

- 6.01 Assist the City in developing, implementing and documenting fair housing activities.
- 6.02 Maintain documentation of project beneficiaries as required.
- 6.03 Prepare work write-ups and cost estimates, when appropriate.
- 6.04 Conduct inspections and process final contract documents as required.

SECTION 7. PROJECT AUDIT/CLOSE-OUT

- 7.01 Prepare Project Completion Report, Minority Business Enterprise Report, Monthly Employee Utilization Report, documentation of fair housing activities, and Certificate of Expenditures and other applicable closeout paperwork.
- 7.02 Assist the City in responding to any monitoring findings in connection with inspections and project reviews by the state.
- 7.03 Assist the City in resolving any third-party claims.
- 7.04 Provide the City's auditor with CDBG audit guidelines when needed.
- 7.05 RIOCOG shall not be financially responsible for any audit findings or for payment for an audit.

PAYMENT SCHEDULE:

SECTION 8. PAYMENT SCHEDULE

8.01 The City of Dell City agrees to pay RIOCOG \$20,000 under the following schedule:

1)	Establishment of Record Keeping System	22.5%
2)	Completion of Environmental Review	22.5%
3)	Completion of Bid/Contract Award Process	22.5%
4)	Labor Standards Compliance/Completion of Construction	22.5%
5)	Filing of all Required Closeout Information	<u>10%</u>
	TOTAL	100%

8.02 The City of Dell City shall receive funds from the Texas Department of Agriculture pertaining to this project and shall be responsible for the deposit, disbursement, and management of such funds.

8.03 Funds awarded to RIOCOG by the City of Dell City under the terms of this agreement are authorized under the provisions of the State of Texas Professional Services Procurement Act, Texas Government Code, Chapter 2254, Subchapter A, "Professional Services".

TERMS AND CONDITIONS:

SECTION 9. ADDITIONAL RIOCOG OBLIGATIONS

9.01 During the performance of this agreement, RIOCOG agrees as follows:

- A. RIOCOG will not discriminate against any employee or applicant for employment because of national origin, religion, race, creed, sex, familial status, or gender. RIOCOG will take affirmative action to ensure that applicants are employed and during the course of employment, are treated without regard to national origin, race, religion, creed, sex, familial status or gender. The actions will include, but are not necessarily limited to, employment up-grading, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. When soliciting or advertising for employees, RIOCOG will clearly state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, sex, or national origin.
- C. RIOCOG will furnish all information and reports of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, accounts, and records by the City of Dell City and the Secretary of Labor for

the purposes of investigation to ascertain with such rules, regulations and orders.

- D. If the Secretary of Labor determines that RIOCOG does not comply with rules, regulations, or orders issued by the Secretary, this agreement may be cancelled, terminated or suspended, in whole or in part, and RIOCOG may be declared ineligible for further participation in government contracts under provisions of Executive Order #11246 of September 24, 1965, or by rules otherwise provided by law.

SECTION 10. CIVIL RIGHTS ACT OF 1964.

10.01 During the performance of this Agreement, RIOCOG agrees to the following:

- A. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of national origin, race, religion, creed, sex, familial status, or gender, be excluded from participation in, be denied benefits of, or be subjected to, discrimination under any program or activity receiving federal financial assistance.

SECTION 11. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

11.01 During the performance of this Agreement, RIOCOG agrees as follows:

- A. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under: *"Section 3" Compliance in the Provision of Training, Employment and Business Opportunity*.
- B. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development Act of 1968, as amended, [12 U.S.C., 1701u.] Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- C. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD issued prior to execution of this contract. The parties to this Agreement certify and agree that they are under no contractual or other disability which prevents them from complying with these requirements.
- D. The Contractor will send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other contract of understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under the Section 3 clause, and shall furnish the City of Dell City copies of the notice in places available to employees and applicants for employment or training.

- E. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of, federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135. The Contractor will not subcontract with any person or business when the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- F. Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR Part 135, and applicable rules and orders of HUD issued prior to execution of the contract shall be on the condition of the federal financial assistance provided to the project and shall be binding on the applicant or recipient for such assistance, its successors and assignees. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assignees, to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

SECTION 12. PERIOD OF AGREEMENT, AGREEMENT TERMINATION, CONTRACT REPRESENTATIVE, AND PROCEDURE FOR AMENDING

- 12.01 Both parties agree that it is intended that all performances under this agreement are to be accomplished within two years of the date of its execution unless amended by mutual agreement of the parties. In any event, it is agreed and understood that RIOCOG shall be paid for performance rendered under this agreement.
- 12.02 This agreement may be terminated by either party upon thirty (30) days' notice in writing by one party to the other. Upon such termination, if any, RIOCOG shall be paid any outstanding sums due RIOCOG within thirty (30) days of termination.
- 12.03 It is further understood and agreed by the parties that RIOCOG is not responsible or liable to third parties for performance or non-performance by the City of Dell City under terms of this agreement as allowed by the laws and constitution of the State of Texas.
- 12.04 RIOCOG designates as its Contract Representative with the City of Dell City, its Executive Director. All communications relating to this Agreement should be addressed and directed to the Executive Director, or to a designee expressly named by the Executive Director.
- 12.05 It is understood and agreed by the parties, that each is contracting independently; and that nothing contained herein shall be construed as giving rise to or creating partnership, joint venture, or employer/employee relationship.
- 12.06 It is further understood and agreed, by all parties, that should either party breach the terms of this Agreement, the only remedy shall be termination of the Agreement in accordance with provisions of Section 12 of this Agreement.

- 12.07 Either party may, from time to time, request changes in the scope of the services to be performed. Such changes, including any increase or decrease in the amount of compensation to RIOCOG, shall be mutually agreed upon by both parties and shall be incorporated herein by a written amendment to this Contract.

SECTION 13. INTEREST OF THE PARTIES

- 13.01 No member of the governing body of the City of Dell City and no other officer, employee, agent, or public official, who exercises any function or responsibility in connection with the planning or completion of the water improvement project has or shall have any personal financial interest, direct or indirect, in this contract or the work performed thereunder.
- 13.02 RIOCOG covenants that neither it nor any of its officers, directors, employees or agents has any financial interest in the project. RIOCOG further covenants that neither it nor any of its officers, directors, employees or agents shall acquire any interest, either direct or indirect, in the study area or any parcel therein, or any other interest which would conflict in any manner or degree with the performance of its services hereunder. RIOCOG further covenants that no person having any conflicting interest shall be employed for performance of its services under terms of this Agreement.
- 13.03 No person who is an employee, agent, officer, or official of RIOCOG who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this contract who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any contract, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.
- 13.04 Local Program Liaison: The City of Dell City has designated the City Mayor to be the primary contact for RIOCOG in all matters concerning this grant and interlocal agreement.

SECTION 14. MISCELLANEOUS

- 14.01 RIOCOG shall give the United States Department of Housing and Urban Development (HUD), the Inspector General of the U.S., the Comptroller of the Currency, the Comptroller General of the United States, the Auditor of the State of Texas, the Office of Rural Community Affairs (TDA), or the General Accounting Office or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by RIOCOG pertaining to this contract and the resulting project. Such rights to access shall continue as long as the records are retained by RIOCOG. RIOCOG agrees to maintain such records in an accessible location and to provide reasonable access to such records consistent with the Texas Public Information Act.

- 14.02 The party's signatory on behalf of RIOCOG and on behalf of the City of Dell City, respectively, do individually hereby certify that each is authorized to execute this agreement on behalf of each respective organization.
- 14.03 This agreement constitutes the entire agreement between the parties relating to the rights granted and the responsibilities assumed.
- 14.04 Should any deviation occur from any of the requirements of this Agreement or the Texas Community Block Development Grant contract, known to RIOCOG, or which becomes known to RIOCOG, then RIOCOG shall immediately inform the City of Dell City in writing.
- 14.05 RIOCOG shall maintain fiscal records and supporting documentation for all expenditures of contract funds pursuant to OMB Circular A-87. RIOCOG shall retain these records and supporting documentation for the greater of three years from completion of this project.
- 14.6 RIOCOG and the City of Dell City will work along with TDA and other parties to the grant (Example: Engineer, contractor, material supplier, regulatory agency, etc). to ensure that compliance is achieved in all areas of this grant. Should issues of non-compliance arise, the City of Dell City and RIOCOG will work towards reasonable solutions.
- 14.7 Percentage Share of Negligence. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of the City of Dell City, RIOCOG, and all other negligent entities and individuals.
- 14.8 Mutual Waiver. To the fullest extent permitted by law, the City of Dell City and RIOCOG waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

EXECUTION

Executed in triplicate this _____ day of _____, 2024.

BY: _____
Deboarah Berry, MAYOR
City of Dell City

Approved and accepted on behalf of Rio Grande Council of Governments (RIOCOG)

BY: _____
Annette Gutierrez, EXECUTIVE DIRECTOR



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 4.

3/15/2024

SUBJECT: UTEP Population Study, 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 enter into a contract with the University of Texas at El Paso (UTEP) for \$36,725 and use up to \$26,725 from the fund balance of the Far West Texas Water Planning Group program to pay for the costs.

The purpose of the contract is to conduct a population study for the Far West Texas Water Planning Group. The planning group consists of Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio, and Terrell. However, the population study would cover all the counties referenced with the exception of El Paso County. El Paso Water will pay for their own study. The reason for the study is due to the Texas Water Development's reported Population Estimates, which shows considerable slower growth in El Paso County and nearly no growth in the other counties. The planning group is seeking the assistance of UTEP conduct its own population study.

On September 21, 2023, the Far West Texas Water Planning Group voted to use up to \$27,000 to allow the RIOCOG to enter into an Interlocal Agreement.

ATTACHMENTS:

Description

Interlocal Agreement with University of Texas at El Paso

STATE OF TEXAS

§
§
§
§

**INTERLOCAL AGREEMENT FOR
POPULATION ASSESSMENT STUDY**

COUNTY OF EL PASO

This Interlocal Agreement (“Agreement”) is made and entered into by and between University of Texas at El Paso (“UTEP”), a component of the University of Texas System, and RIO GRANDE COUNCIL OF GOVERNMENTS (“RIOCOG”), a political subdivision of the State of Texas, on March 12, 2024 (“Effective Date”)

AGREEMENT

SECTION 1. SCOPE OF SERVICES

UTEP agrees to perform services as further described in the Scope of Work attached hereto as Exhibit “A”, which is incorporated into this Agreement.

SECTION 2. TERM

The Term of this Agreement shall begin on the Effective Date and will remain for a term ending December 31, 2024.

SECTION 3. PAYMENT TO UTEP

RIOCOG shall pay to UTEP an estimated amount of \$36,725 for the services performed during the term of this Agreement, based on the rates established in Exhibit “A”. UTEP agrees that at no time shall it make a claim against RIOCOG for more than the amount provided under the terms of this Agreement. The payment to UTEP shall be paid from current revenues available to RIOCOG from the Far West Texas Water Planning Group. This compensation will include all reimbursable costs including, without limitation: travel, lodging, reprographics, reproduction, cost of contractors in order to conduct the services described in Exhibit “A”.

UTEP shall submit to RIOCOG a monthly invoice reflecting the services performed the prior month, which will include the details of the work completed. All work will be preceded by approval by the RIOCOG Project Manager or designee. Invoices shall be submitted in writing via email to the following email address: annetteg@riocog.org. RIOCOG agrees to pay invoices for all services performed in accordance with Chapter 2251 of the Texas Government Code. Upon dispute and proper notice to UTEP, RIOCOG may withhold payment to UTEP for the amount in dispute only.

SECTION 4. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall be construed as establishing a partnership or joint obligations among the parties. RIOCOG and UTEP each retain the right to conduct its business as it sees fit.

Both Parties acknowledge that neither is an agent, servant, employee of the other, nor are the Parties engaged in a joint enterprise, and each Party is responsible for its own acts and deeds and for those of its agents or employees during the performance of the Scope of Work.

SECTION 5. INSURANCE

RIOCOG will not provide UTEP with any insurance coverage - professional liability, medical, or otherwise. UTEP shall be responsible for carrying its own insurance coverage as it deems appropriate based on the services to be provided.

Each entity may insure its own property, and neither party shall be liable for loss or damage to the real or personal property or any other special, indirect and/or consequential damages of any kind of the other arising from this Agreement.

SECTION 6. LIABILITY

This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.

SECTION 7. APPLICABLE LAWS

UTEP shall comply with all Federal, State, and local laws and ordinances applicable to the Scope of Work and all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies.

SECTION 8. GOVERNMENTAL FUNCTION

The parties agree that in all things relating to this Agreement, RIOCOG and UTEP are performing a governmental function, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission by either, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

SECTION 9. SOVEREIGN IMMUNITY

RIOCOG and UTEP reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

SECTION 10. TERMINATION

Either party may terminate this Agreement for convenience by giving the other party thirty (30) days written notice. Should RIOCOG or UTEP have cause to terminate this Agreement, the Agreement may be terminated immediately upon notification to respective parties of the cause for termination. Should early termination occur for any reason, UTEP shall accurately reflect such early termination and partial service in a final invoice, which shall be sent no later than thirty (30) days after termination becomes effective. RIOCOG shall compensate UTEP in accordance with this Agreement for work performed. Nothing contained herein or elsewhere in this Agreement shall require RIOCOG to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

SECTION 11. MISCELLANEOUS

A. *Deliverable Items.* All presentations, drawings, models, designs, formulas, methods, documents, and tangible items prepared for and submitted to RIOCOG by UTEP in connection with the services rendered under this Agreement shall belong exclusively to RIOCOG and shall be deemed to be works made for hire (the “Deliverable Items”). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, UTEP hereby assigns to RIOCOG a no-cost, perpetual right of ownership in the Deliverable Items, and RIOCOG shall have the right to obtain and hold in its own name any registration, and any other registrations and similar protection which may be available in the Deliverable Items. UTEP agrees to give RIOCOG or its designees all assistance reasonably required to perfect such rights.

B. *Financial Records.* UTEP agrees to retain all books, records, and other documents relative to the cost of the Agreement for three (3) years after final payment (the “Inspection Period”). RIOCOG, its authorized agents, and/or state auditors shall have full access to and the right to examine any such documents during the Inspection Period.

C. *Notices.* All notices, communications, invoices, and reports under this Agreement shall be either hand-delivered or mailed, postage pre-paid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

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

UTEP: University of Texas at El Paso
Attn: _____
500 W. University Ave.
El Paso, TX 79968-0587

With copy to: University of Texas System
Office of General Counsel
201 W. 7th St.
Austin, TX 78701

D. *Captions.* The captions of this Agreement are for information purposes only and shall in no way affect the substantive terms or conditions of this Agreement.

E. *Conflicting Provisions.* Any provision contained in any attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

F. *Governing Law and Venue.* This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Venue shall lie with a court of competent jurisdiction located in El Paso County, Texas.

G. *Severability*. Should any section, paragraph, or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

H. *Successors and Assigns*. UTEP and RIOCOG each binds itself, its successors, executors, assigns, and administrators to the other Party to this Interlocal Agreement and to the successors, executors, assigns, and administrators of such other Party in respect to all covenants of this Interlocal Agreement.

I. *Amendments*. By mutual written consent of the Parties, the scope of work and payment provisions of this Interlocal Agreement may be amended prior to its expiration.

J. *Signatory Warranty*. Each signatory warrants that the signatory has necessary authority to execute this Interlocal Agreement on behalf of the entity represented.

K. *Entire Agreement*. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

**RIO GRANDE COUNCIL OF
GOVERNMENTS,**

The Honorable Henry Rivera
President

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Diana M. Valdez
RIOCOG General Counsel

Annette Gutierrez
Executive Director

(Signatures Continue on the Following Page)

UNIVERSITY OF TEXAS AT EL PASO

Exhibit “A”

SCOPE OF WORK

REGION E POPULATION MODEL SPECIFICATION & TESTING: BREWSTER CULBERSON, HUDSPETH, JEFF DAVIS, PRESIDIO AND TERRELL COUNTY

T.1

Data Base Development

Task Description:

Region E historical population and economic data series will be assembled for the Counties listed above. These annual frequency variables will cover the period for which resident birth and resident data are available. These data will also include relevant national and regional series that affect demographic change in Region E. Once complete, these data sets will be employed for parameter estimation in each of the model equations. A system of simultaneous equations will be developed for forecasting population growth in the Counties’ portion of Region E.

Start Date: October 2023

End Date: November 2023

Deliverables: 1 Excel Spreadsheet with Data from Various Sources

T.2

Model Specification & Design

Task Description:

Equation and model specifications will be designed for each equation deployed within each of the Counties’ in Region E. Specifications will include resident births, resident deaths, and net migration for each county (Fullerton and Barraza de Anda, 2008; Fullerton, Ramirez, and Walke, 2014; Fullerton, Walke, and Villavicencio, 2015). Independent variables will include a mix of national and regional economic variables appropriate to El Paso County. In that regard, the county model system of equations will be organized as a satellite model to national and regional models housed and/or accessed by the UTEP Border Region Modeling Project. A command file will be coded and automated within the EViews econometric modeling software package licensed through the Texas State Data Consortium of the Texas Comptroller of Public Accounts.

Start Date: November 2023

End Date: January 2024

Deliverables: 1 EViews Workfile and 1 EViews Econometric Model Command File Printouts

T.3

Model Estimation & Testing

Task Description:

Parameter estimation and diagnostic testing will be completed for each stochastic equation within the Counties' model of Region E. Equation re-specifications and additional testing may be required for any of the specifications that do not exhibit good statistical traits. Model simulations will also be employed to provide additional empirical evidence of model reliability. Estimation and simulation steps will be conducted using EViews software package.

Start Date: February 2024

End Date: May 2024

Deliverables: 1 El Paso County Region E Econometric Model

T.4

Long-Range Model Simulation & Forecasting

Task Description:

Long-range population forecasts to 2050 will be generated for the Counties' within Region E. These forecasts will take into account growth factors specifically relevant to the Counties'. Factors that are in the process of fostering economic and demographic expansion in Region E include international trade, national economic growth, attractive land and housing prices, space tourism, aerospace manufacturing and research, physical infrastructure investment, service sector expansion, international manufacturing growth in northern Mexico, and accelerating domestic tourism growth within the United States.

Start Date: May 2024

End Date: August 2024

Deliverables: El Paso County Region E Econometric Long-Range Forecast Report and Tables

T.5

Presentations & Publicity

Task Description:

UTEP BRMP personnel will participate with any media announcements organized by El Paso Water and the Rio Grande Council of Governments. Research findings and population forecasts will be presented at these events. UTEP BRMP personnel will appear in media stories and social media summaries regarding the project and the forecast report.

Start Date: August 2024

End Date: August 2024

Deliverables: Research Summaries for Media Announcements plus News Interviews

References

T.M. Fullerton, Jr. and M.P. Barraza de Anda, 2008, “Borderplex Population Modeling,” *Migraciones Internacionales* 4 (3), 91-104.

T.M. Fullerton, Jr., D.A. Ramirez, and A.G. Walke, 2014, “An Econometric Analysis of Population Change in Arkansas,” *Oxford Journal* 9 (1), 28-40.

T.M. Fullerton, Jr., A.G. Walke, and D. Villavicencio, 2015, “An Econometric Approach for Modeling Population Change in Doña Ana County, New Mexico,” *Journal of Finance & Economics* 3 (1), 20-28.



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 5.

3/15/2024

SUBJECT: Community Project Funding Request to Congresswoman Veronica Escobar, by Annette Gutierrez

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

Board of Directors' approval is requested on the submittal of the FY 2025 Community Project Funding Application to the Office of Congresswomen Veronica Escobar (TX-16) not to exceed \$1 million. It is the intent of the Rio Grande Council of Governments to serve as the Fiscal Agent to assist in making structural flood improvements on the Sparks Arroyo and install amenities. The RIOCOG would use the same approach as what was used with the Paso Del Norte Trail and the El Paso Zoo.



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 6.

3/15/2024

SUBJECT: Rural Innovation Stronger Economy program, by Annette Gutierrez

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

Board of Directors' approval is requested to allow Administration to submit an application to the Rural Innovation Stronger Economy (RISE) Grant Program, which is administered by the United States Department of Agriculture, with a cash match of \$18,000. The total federal amount has not been determined because participating entities are still being determined. The maximum federal funding request is \$2,000,000, and the match requirement is 20%.

The program offers grant assistance to create and augment high-wage jobs, accelerate the formation of new businesses, support industry clusters and maximize the use of local productive assets in eligible low-income rural areas. The target population is southern El Paso County, Hudspeth, Culberson, Brewster, Jeff Davis County and Presidio. The focused industry cluster is aerospace and advanced manufacturing. The application is due April 1, 2024.



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 7.

3/15/2024

SUBJECT: Earth Day Month, by Marisa Quintanilla

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

Board of Directors' approval is requested to adopt a resolution recognizing April 22, 2024 as "Earth Day". Earth Day is the celebration honoring the achievements of the environmental movement and awareness of the need to protect Earth natural resources. Attached is the resolution for your review.

ATTACHMENTS:

Description

RGCOG Earth Day Resolution



Resolution

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

WHEREAS, the United Nations General Assembly proclaimed April 22nd as International Mother Earth Day. The Day recognizes the Earth and its ecosystems as humanity's common home and the need to protect her to enhance people's livelihoods, counteract climate change, and stop the collapse of biodiversity;

WHEREAS, the Texas Commission on Environmental Quality encourages jurisdictions to do their part for our planet's health by participating in beatification events; and

WHEREAS, the Rio Grande Council of Governments Board of Directors wholeheartedly supports and recognizes April 22nd as Earth Day.

NOW, THEREFORE BE IT RESOLVED, that the Rio Grande Council of Governments Board of Directors proclaims April 22nd will be observed as Earth Day.

Adopted on this 15th day of March 2024.

Honorable Henry Rivera
RGCOG Board President

Ms. Annette Gutierrez
RGCOG Executive Director

March 15, 2024



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 8.

3/15/2024

SUBJECT: Public Safety Office Homeland Security Grants Division Office of the Governor: FY 2025 Regional Priority List, by Marisa Quintanilla

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

Board of Directors' approval is requested on the submittal of the FY 2025 First Responders Preparedness Planning Group Regional Priority List and Resolution to the Public Safety Office Homeland Security Grants Division Office of the Governor.

Attached for your review is the regional priority list and resolution.

ATTACHMENTS:

Description

RGCOG_FY 2025 First Responders Preparedness Planning Group Resolution

RGCOG_FY 2025 FRPPG Regional Priority List



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 delivering of governmental services within the Upper Rio Grande State Planning Region in accordance with the Texas Local Government Code, Chapter 391; and,

WHEREAS, the Public Safety Office Homeland Security Grants Division (HSGD) Office of the Governor has provided State Homeland Security Program (SHSP) grant funds for project that support local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of the Far West Texas region; and,

WHEREAS, the eligible jurisdictions within the RGCOG region will ensure that all funding will be used to support the purpose of SHSP grant funds; and,

WHEREAS, the RGCOG serves as the liaison and planning entity for all jurisdictions thus ensuring that the RGCOG's regional jurisdictions implement and execute the regional and State priorities.

NOW, THEREFORE BE IT RESOLVED, by the Rio Grande Council of Governments Board of Directors:

1. Approves the FY 2025 SHSP regional priority list to be submitted to the Public Safety Office within the Office of the Governor Homeland Security Grants Division.

APPROVED AND ADOPTED on this 15th day of March, 2024.

Honorable Henry Rivera
RGCOG Board President

Ms. Annette Gutierrez
RGCOG Executive Director

March 15, 2024

RIO GRANDE COUNCIL OF GOVERNMENTS
FY 2025- Homeland Security Grants Program

[illegible]

REGIONAL PRIORITY LISTING FOR APPLICATIONS
RIO GRANDE COUNCIL OF GOVERNMENTS
FY 2025 - Homeland Security Grants Program

Rank	Name of Applicant	Project Title	SHSP Regular-Amount Requested by Applicant	SHSP LETPA Regular-Amount Requested by Applicant	Recommended Amount by FRPPG	Score	FRPPG Comments
	El Paso, City of	IISC - SHSP -MATRIX Fusion Center		\$ 455,997.51		\$ 94.46	
	El Paso, City of	SHSP LETPA - Specialized Teams		\$ 136,976.85		\$ 94.23	
	El Paso County	Sustaining Special Response Teams and First Responders Capabilities		\$ 89,424.32		\$ 90.15	\$9,908.75 (PSO requested to be removed)
	Rio Grande Council of Governments	Local & Regional Planning	\$ 69,000.00			\$ 99.50	
	Hudspeth County	Hudspeth County-Planner	\$ 36,903.00			\$ 98.38	
	El Paso, City of	El Paso-Urban Area Planner	\$ 93,749.10			\$ 87.08	
	Rio Grande Council of Governments	CPR - Far West Texas Regional Community Preparedness	\$ 73,616.15			\$ 96.00	
	Rio Grande Council of Governments	RGCOG Regional Interoperable Communications	\$ 492,370.00			\$ 99.93	
	TOTAL FUNDS REQUESTED		\$ 765,638.25	\$ 226,401.17			
	Total Ask (SHSP and LETPA)		\$ 992,039.42				
	2025 RGCOG Regional Budget Estimation		\$ 929,040.00				
	2024 RGCOG Regional Budget Estimation		\$ 929,040.00				
	2023 RGCOG Regional Budget		\$ 877,511.20				
	2022 RGCOG Regional Budget		\$ 922,212.46				
	2021 RGCOG Regional Budget		\$ 1,035,760.04				
	2020 RGCOG Regional Budget		\$ 1,071,105.13				



RIO GRANDE COUNCIL OF GOVERNMENTS
BOARD OF DIRECTORS MEETING
AGENDA ITEM 9.
3/15/2024

SUBJECT: FY 2025 Community Project Funding Application (Congresswoman Escobar), by Marisa Quintanilla

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

Board of Directors' approval is requested on the submittal of the FY 2025 Community Project Funding Application to the Office of Congresswomen Veronica Escobar (TX-16) not to exceed \$2.5 million. It is the intent of the Rio Grande Council of Governments to serve as the Fiscal Agent to assist urban and rural jurisdictions to strengthen regional-level capabilities by fostering support for interoperable communications and enhance the growth of regional communications partnerships throughout Far West Texas.

This project will drastically improve emergency communications by closing the gaps in the interoperability infrastructure, regional communications deficiencies, improve redundancy and resiliency.

As a long-term investment, the improvement of radio communications will position each jurisdiction with the capability to connect to a regional or statewide communication system.

The implementation of this project will be across multiple contiguous jurisdictions. They include:

Jurisdictions:
Town of Anthony
City of El Paso
Town of Horizon City
City of Socorro
Town of Clint
City of San Elizario
El Paso County
El Paso County Emergency District #1
El Paso County Emergency District #2

ATTACHMENTS:

Description

RGCOG_FY 2025 Community Project Funding Application Resolution

March 15, 2024



Resolution

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

WHEREAS, the office of Congresswoman Veronica Escobar (TX-16) considers proposals that are submitted by organizations based in Congressional District TX-16 and affect constituents of Congressional District TX-16; and,

WHEREAS, the eligible jurisdictions within the Rio Grande Council of Governments region will ensure that all funding will be used to improve interoperable emergency radio communications; and,

WHEREAS, the RGCOG serves as the liaison and planning entity for all jurisdictions thus ensuring that the Rio Grande Council of Governments' regional jurisdictions implement and execute the priorities prescribed by the Department of Justice.

NOW, THEREFORE BE IT RESOLVED, by the Rio Grande Council of Governments Board of Directors:

1. Approves the FY 2025 Community Project Funding Application to be submitted to the Office of Congresswoman Veronica Escobar (TX-16).

APPROVED AND ADOPTED on this 15th day of March, 2024.

Honorable Henry Rivera
RGCOG Board President

Ms. Annette Gutierrez
RGCOG Executive Director

March 15, 2024



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM 10.

3/15/2024

SUBJECT: FY 2025 Community Project Funding Application (Congressman Gonzales), by Marisa Quintanilla

DISCUSS AND ACT UPON AS NEEDED

INFORMATION:

Board of Directors' approval is requested on the submittal of the FY 2025 Community Project Funding Application to the Office of Congressman Tony Gonzales (TX-23) not to exceed \$2.5 million. It is the intent of the Rio Grande Council of Governments to serve as the Fiscal Agent to assist rural jurisdictions to strengthen regional-level capabilities by fostering support for interoperable communications and enhance the growth of regional communications partnerships throughout Far West Texas.

This project will drastically improve emergency communications by closing the gaps in the interoperability infrastructure, regional communications deficiencies, improve redundancy and resiliency.

As a long-term investment, the improvement of radio communications will position each jurisdiction with the capability to connect to a regional or statewide communication system.

The implementation of this project will be across multiple contiguous jurisdictions. They include:

El Paso County	El Paso County Emergency District #1
City of Socorro	El Paso County Emergency District #2
Town of Horizon City	Town of Clint
City of San Elizario	Hudspeth County
City of Dell City	Culberson County
Town of Van Horn	Jeff Davis County
City of Valentine	Presidio County
City of Marfa	City of Presidio
Brewster County	City of Alpine

ATTACHMENTS:

Description

RGCOG_FY 2025 Community Project Funding Application Resolution

March 15, 2024



Resolution

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

WHEREAS, the office of Congresswoman Tony Gonzales (TX-23) considers proposals that are submitted by organizations based in Congressional District TX-23 and affect constituents of Congressional District TX-23; and,

WHEREAS, the eligible jurisdictions within the Rio Grande Council of Governments region will ensure that all funding will be used to improve interoperable emergency radio communications; and,

WHEREAS, the RGCOG serves as the liaison and planning entity for all jurisdictions thus ensuring that the Rio Grande Council of Governments' regional jurisdictions implement and execute the priorities prescribed by the Department of Justice.

NOW, THEREFORE BE IT RESOLVED, by the Rio Grande Council of Governments Board of Directors:

1. Approves the FY 2025 Community Project Funding Application to be submitted to the Office of Congressman Tony Gonzales (TX-23).

APPROVED AND ADOPTED on this 15th day of March, 2024.

Honorable Henry Rivera
RGCOG Board President

Ms. Annette Gutierrez
RGCOG Executive Director

March 15, 2024



RIO GRANDE COUNCIL OF GOVERNMENTS

BOARD OF DIRECTORS MEETING

AGENDA ITEM

3/15/2024

SUBJECT: March Activities

THIS IS AN INFORMATION ITEM; NO ACTION IS REQUIRED

INFORMATION:

February 28, 2024 - Attended the Office of Congresswoman Escobar, Staff-Level
Federal Funding Opportunities Discussion

February 29, 2024 - Scott Hulse Legal Seminar

March 5, 2024 - Participated in the Recompete Meeting hosted by the City of El Paso

March 6, 2024 - Participated in Certified Public Manager Program - Track 1, Class 3

March 8, 2024 - Ft. Bliss Community Summit