

MERCEDES CITY COMMISSION  
SPECIAL MEETING  
JANUARY 4, 2024 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS  
400 S. OHIO AVE., MERCEDES, TX 78570

“At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.”

1. **Call Meeting to Order**
2. **Establish Quorum**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Open Forum-**
6. **Presentations:**
  - a. **Presentation by Finance Director: Audit & TIRZ Update**
  - b. **Presentation by GoERO regarding Police Department Building Update**
  - c. **Presentation by SWG regarding Drainage Master Plan and Capisallo Terrace Update**
7. **Consent Agenda:** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*
  - a. Approval of Minutes for Meeting(s) held December 19, 2023
8. **City Manager Comments:**
  - a. Update regarding contracts for services
  - b. Departmental Goals and Objectives for 2024
9. **Ordinances/Resolutions:**
  - a. Postponed: Approval of First Reading of Ordinance 2024-01 regarding elections and political signs (Electioneering)
10. **Management Items:**
  - a. Approval of change order request for Capisallo Terrace
  - b. Approval of request for sponsorship for 2024 Rio Grande Valley Livestock Show
  - c. Approval to Proceed with the Submittal of the Texas Traffic Safety Program FY 2025 – STEP Grant and approval of Resolution 2024-01
11. **Bids/Contracts:**
  - a. Approval of Interlocal Agreement between the City of Mercedes and the County of Hidalgo, Texas related to Emergency Medical Services
12. **Executive Session:** *Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)*
  - a. Discussion with City Manager regarding personnel matters – Section 551.074
  - b. Consultation with Attorney regarding update on litigation – Section 551.071
13. **Open Session:**
  - a. Item A from Executive Session
  - b. Item B from Executive Session
14. **Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a **Special Meeting** on Thursday, January 4, 2024 at 6:30 P.M. Said meeting will be conducted in the Commission Chambers of the City Hall located at 400 S. Ohio, Mercedes, Texas for the purpose of considering and taking formal action regarding the items listed above. This notice is given in accordance with Vernon’s Texas Codes Annotated, Texas Government Code, Section 551.001 et. Seq.

WITNESS MY HAND AND SEAL OF THE CITY THIS THE 29<sup>TH</sup> DAY OF DECEMBER, 2023.

ATTEST:



Joselyn Castillo, City Secretary  
Time of Posting: 5:20 P.M.

**ACCESSIBILITY STATEMENT**

**The City of Mercedes recognizes its obligations under the Americans with Disabilities Act of 1990 to provide equal access to individuals with disabilities. Please contact the City Manager’s Office at (956) 565-3114 at least 48 hours in advance of the meeting with requests for reasonable accommodations, including requests for a sign language interpreter.**

# CASH POSITION

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CITY OF MERCEDES

# Cash Position

## As of 12/26/2023

### Texas National Bank

BK ACC	NAME	FUND	ACCT#	FYE 2021	FYE 2022	FYE 2023	FYE 2024
		01, 02, 46, 47, 48, 49, 54					
*1808	POOLED CASH		99-10000	\$ 610,665.16	\$ 635,131.55	\$ 815,704.08	\$ 1,591,604.07
*1840	INTEREST & SINKING	15	15-11010	\$ 86,594.94	\$ 2,780.56	\$ 24,767.97	\$ 487,072.34
*1857	HOTEL/MOTEL	16	16-11010	\$ 113,220.17	\$ 9,214.23	\$ 42,748.43	\$ 65,241.48
*2798	TIRZ	30	30-11010	\$ 89,980.27	\$ 89,980.27	\$ 176,856.84	\$ 6,856.84
*1824	LIBRARY	05	05-11010	\$ 7,229.30	\$ 4,297.89	\$ 3,108.29	\$ 3,049.31
*1832	MUNICIPAL COURT	03	03-11010	\$ 14,838.70	\$ 2,055.96	\$ 4,227.28	\$ 2,860.99
*1816	PD FORFEITURE-LOCAL	10	10-11010	\$ 181.91	\$ 5,137.01	\$ 10,015.97	\$ 5,733.28
*2111	PD FORFEITURE-FEDERAL	01	01-11400	\$ 1,029.58	\$ 256.60	\$ 256.60	\$ 26,402.49
*1865	INDUSTRIAL FOUNDATION	17	17-11010	\$ 18,827.56	\$ 827.26	\$ 827.26	\$ 827.26
*9644	SERIES 2018	46	43-11010	\$ 123,932.60	\$ 6,978.16	\$ 6,978.16	\$ 7,009.16
*1046	PD FORFEITURE-LOCAL	44	44-11010	\$ 59,472.33	\$ 59,472.33	\$ 59,472.33	\$ 59,472.33
*1904	ARPA	51	51-11010	\$ 2,057,318.95	\$ 98,691.59	\$ 23,783.75	\$ 15,690.03
*4189	SERIES 2021	52	52-11010		\$ 242,589.72	\$ 35,996.18	\$ 178,681.69
			<b>TOTAL</b>	<b>\$ 3,183,291.47</b>	<b>\$ 1,157,413.13</b>	<b>\$ 1,204,743.14</b>	<b>\$ 2,450,501.27</b>

# Cash Position

## As of 12/26/2023

### TX Class-Reserves

BK ACCT	NAME	FUND	ACCT#	FYE 2021	FYE 2022	FYE 2023	FYE 2024
*0001	GENERAL FUND	01	01-11012	\$ 1,212,527.52	\$ 4,643,102.96	\$ 4,644,317.52	\$ 4,706,403.24
*0002	UTILITY FUND	02	02-11012	\$ -	\$ -	\$ 1,537,139.29	\$ 1,557,687.94
*0003	MUNICIPAL COURT-TECH	03	03-11012	\$ 34,210.88	\$ 51,857.33	\$ 74,764.86	\$ 73,757.92
*0004	UTILITIES RESERVE WM	02	02-13105	\$ 266,508.50	\$ 268,683.16	\$ 281,846.16	\$ 285,613.90
*0005	MUNICIPAL COURT-EXP	03	03-11013	\$ 90,819.44	\$ 91,560.63	\$ 81,206.55	\$ 82,292.13
*0010	LOCAL FORFEITURE	10	10-11012		\$ 30,005.14	\$ 28,917.16	\$ 29,303.70
*0015	INTEREST & SINKING	15	15-11012	\$ 222,208.67	\$ 285,431.56	\$ 423,083.37	\$ 583,636.81
*0011	SERIES 2013	11	11-10005	\$ 3,473.13	\$ 3,501.40	\$ 3,673.03	\$ 3,722.15
*0016	HOTEL/MOTEL	16	16-11012	\$ 538,591.52	\$ 598,506.44	\$ 617,348.00	\$ 625,600.78
*0017	MIF	17	17-11012		\$ 18,003.09	\$ 18,885.08	\$ 19,137.49
*0019	UTILITY RESERVE	15	15-12002	\$ 423,595.67	\$ 427,052.13	\$ 447,973.86	\$ 453,962.42
*0048	SERIES 2018	43	43-11012	\$ 480,566.37	\$ 67,125.84	\$ 70,414.36	\$ 58,725.07
*0049	SERIES 2021	52	52-11012	\$ -	\$ 6,117,556.92	\$ 4,043,409.22	\$ 3,409,335.93
*0050	ARPA	51	51-11012	\$ -	\$ 2,854,820.87	\$ 1,833,435.99	\$ 1,090,426.44
*0051	TIF	30	30-11012	\$ -	\$ -	\$ 1,485.75	\$ 172,208.36
*0052	EMS	46	46-11012	\$ -	\$ -	\$ 310,206.48	\$ 314,353.39
*0053	PARKS FUND	54	54-11012	\$ -	\$ -	\$ 161,138.60	\$ 163,292.71
			<b>TOTAL</b>	<b>\$ 3,272,501.70</b>	<b>\$ 15,457,207.47</b>	<b>\$ 14,579,245.28</b>	<b>\$ 13,629,460.38</b>

# Cash Position

## As of 12/26/2023

### Wells Fargo Bank-Reserves

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BK ACC	NAME	FUND	ACCT#	FYE 2021	FYE 2022	FYE 2023	FYE 2024
*0001	GENERAL FUND	01	01-11016	\$ 245,550.10	\$ 245,574.66	\$ 245,790.66	\$ 245,811.13
			<b>TOTAL</b>	<b>\$ 245,550.10</b>	<b>\$ 245,574.66</b>	<b>\$ 245,790.66</b>	<b>\$ 245,811.13</b>
<b>TOTAL RESERVES</b>				<b>\$ 1,458,077.62</b>	<b>\$ 4,888,677.62</b>	<b>\$ 7,185,427.81</b>	<b>\$ 7,278,218.12</b>
* This includes all funds to operate GF, UF and EMS in case of a disaster.							

**MERCEDES CITY COMMISSION  
REGULAR MEETING  
DECEMBER 19, 2023 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS**

**MEMBERS PRESENT:** Oscar D. Montoya Sr. Mayor  
Dr. Ruben Saldana Mayor Pro-Tem  
Armando Garcia Commissioner  
Joe Martinez Commissioner  
Dr. Jacob Howell Commissioner

**STAFF PRESENT:** Alberto Perez City Manager  
Martie Garcia-Vela City Attorney  
Joselynn Castillo City Secretary  
Javier Ramirez Asst. City Manager  
Meredith Hernandez Asst. Finance Director  
David Jimenez I.T Manager

**1. CALL MEETING TO ORDER**

Mayor Montoya welcomed everyone and called the meeting to order at 6:30 p.m.

**2. ESTABLISH QUORUM**

Four members of the commission were present which constitutes a quorum. Commissioner Martinez arrived at 6:35 p.m.

**3. INVOCATION**

Mayor Pro-Tem Saldana said the invocation.

**4. PLEDGE OF ALLEGIANCE**

Commissioner Garcia led in the pledge of allegiance.

**5. OPEN FORUM-** There were no citizens signed up for open forum.

**6. PRESENTATIONS:**

a. **Presentation by Marco A. Arredondo Inc. regarding city lighting improvements.**

Mr. Marco Arredondo provided a list of services they provided for the City of Mercedes. They worked with AEP to account for every utility meter belonging to the City. He discussed lighting at all city parks and reported lighting issued belonging to AEP. The city has used 3% less energy this year from last year. A brief discussion was held in consideration of LED lights. No further questions.

b. **Presentation update regarding Dilapidated Structures**

Chief Building Official Alvaro De Leon presented to the Commission the voluntary demolition of dilapidated homes. Mr. De Leon quoted the codes they need to follow to approve the abatement of a property. Mr. De Leon provided photos of the homes that did a demolition and full remodel of their homes. Permits are required for remodeling homes. Mr. De Leon stated the citizens can call city hall to complain of the run-down homes and planning can proceed with the properties. Commissioner Martinez would like the City to start looking at the businesses down Texas Ave. No further discussion.

c. **Presentation by SWG regarding status update on GIS mapping**

Mr. Randy Winston with SWG engineering presented to the Commission. The GIS for storm Maps has been completed. The Waterline GIS Map has also been completed. The Sanitary line GIS map is currently on-going. Mr. Winston stated that these maps are live maps and when a new project or subdivision come in, the map needs to be updated. At a question, Mr. Winston stated that the maps could help avoid digging for lines in the wrong location. Data was collected from old maps and gathering points for manholes and water meters. The GIS map will provide size of the pipe, length of the pipe, water valves, fire hydrants, etc. The GIS Map covers the city's CCN but not the ETJ. 696 Manholes were surveyed, 136 were opened, 558 could not be opened, 2 were bolted and 115 are unknown. Mr. Alegria stated that the intention is to replace the manhole covers. Mr. Winston stated they can go with Public works to record some of those manholes on the GIS map. Mr. Perez stated that the city is pumping water out but the water is coming back in through the gate structure. Mr. Winston stated he has been meeting with Mr. Sesin to find a solution for the long term. Mr. Perez would like a short-term solution until the long-term solution is corrected. Mercedes wants to be in charge of the gate structure when there is a rain event. The Anacuitas drain will be expanded. A demo of the mapping system was shown. Mr. Winston stated that the city GIS map could overlay the county map.

d. **Presentation of Water Treatment Plan Solids Handling by Freese and Nichols**

Mr. Avalos with Freese and Nichols stated they are pending on the data of the 50 manholes. Mr. Chris Callahan presented on current dewatering operations, review of technical Memorandum recommendations, review of Pilot and Bench Scale Dewatering Test Results, review of Estimated Construction and Operational Costs. The current Dewatering operations stated the hauling is currently hauling about 85% water instead of solids. Proceed with competitive procurement of Centrifuge for solids dewatering and perform a review of the holding pond mixing/decanting operations to provide consisted feed to centrifuge. Driest cake and highest dewatering efficiency equals less money spent on solids hauling. The estimated annual savings is

\$312,175 from decreasing the water hauling from 85% water to hauling 35% solids. At a question, Mr. Callahan informed of the process required to proceed with the project and get approval from TCEQ. The construction cost is included but not the engineering costs. Depending on the complexity of the design it could be 12% for engineering costs. The next step is to secure funding and engineering services, then the preliminary design and final design, go through the bid phase. TCEQ regulations are required, engineering services is required and funding is available. Net Annual average savings from getting a 20 year loan is \$153,199 each year for the first 20 years after the payment of \$158,976. No further discussion.

e. **Presentation of NAD Bank Funding Opportunities**

Mr. Ramirez stated they had a meeting with NAD Bank about the projects and developments and the funding opportunities they have and what the city can do to secure funding. Mr. Ivan Garcia with Rio Delta Engineering informed the Commission of the meeting with NAD Bank. Mr. Garcia stated they do environmental projects. There is one program called community assistants program that requires a 10% match, the city can apply and if awarded constructions can start in 6 months. Mr. Perez stated that there are some TCEQ violations that the City is looking to secure funding for. The deadline to apply is January 8, 2024. At a question, Mr. Garcia stated that the ranking is based on the highest safety project. Capisallo Terrace project for example is sanitary sewer which involves the health of the community can rank high. Develop a funding strategy. A Bank may have a higher interest rate than funding from TWDB.

Commissioner Martinez motioned to go into executive. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting went into executive session at 8:19 p.m.

Mayor Montoya called the meeting back to order from Executive Session at 11:16 p.m.

**7. BIDS/CONTRACTS:**

a. **Awarding contract to Ambiotec regarding Integrated Technical Managerial Financial Utility Enterprise Assessment and Strategic Funding Plan Proposal**

Commissioner Martinez motion to agree with review by legal and negotiation with City Manager. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

b. **Approval of Contract with Xoana Entertainment**

Mr. Perez stated this agreement is for the signage in Mexico. Ms. Mia Cantu spoke in Spanish. She stated the location of the signs in Mexico. Ms. Cantu provided the amount of people their signs attract and the advertisement on social media. Mr. Perez stated that the new signs will have a QR code for Discover Mercedes, TX. Commissioner Martinez motioned to approve the contract. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

**8. CONSENT AGENDA:**

a. **Approval of Minutes for Meeting(s) held December 5, 2023**

b. **Approval of Items for surplus**

c. **Approval of 4<sup>th</sup> Quarterly Investment Report**

Commissioner Martinez motioned to approval all items under consent agenda. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

**9. ORDINANCES/RESOLUTIONS:**

a. **Resolution 2023-25 supporting the Affordable Housing Project in the City of Mercedes ETJ**

Commissioner Martinez motioned to approve and forgo the reading. Mayor Pro-Tem Saldana seconded. Upon a called vote, the motion passed unanimously.

**10. MANAGEMENT ITEMS:**

a. **Approval of appointment/reappointment of DCM Board Members**

Commissioner Martinez motioned to approve the reappointments of Mr. Joe Flores, Ms. Peggy Chavez-Yanez, and Mr. Marcos Garcia. Mayor Pro-Tem Saldana seconded. Upon a called vote, the motion passed unanimously.

**11. MONTHLY REPORTS**

**Rec Center, Public Works Dept., Library, Finance, Fire, Planning, City Sec/HR**

The reports are included for the Commission to review. No action required.

**12. Executive Session: Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)**

a. Discussion with City Manager regarding personnel matters – Section 551.074

b. Consultation with Attorney regarding update on litigation – Section 551.071

c. Discussion regarding Project M30 – Section 551.087

d. Discussion regarding economic development negotiations – Section 551.072

e. Discussion regarding Project Knights – Section 551.087

f. Discussion regarding Project 150 – Section 551.087

**13. Open Session:**

a. **Item A from Executive Session** – No action

b. **Item B from Executive Session** – No action

c. **Item C from Executive Session** – No action

d. **Item D from Executive Session** – Ms. Melissa Ramirez recommendation is to deny. Commissioner Martinez motioned to deny. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

e. **Item E from Executive Session** – Commissioner Martinez motioned to approve \$150K for Project Knight. Mayor Pro-Tem Saldana seconded. Upon a called vote, the motion passed unanimously.

f. **Item F from Executive Session** – No action.

**14. Adjournment**

Commissioner Martinez motioned to adjourn. Commissioner Garcia seconded. PU. 11:29 P.M.



## Planning Department Goals & Objectives

### 1. Streamlined Permitting Process:

- Goal: Improve the efficiency and effectiveness of the permitting process to facilitate responsible development and construction.
- Objectives:
  - Develop and implement streamlined procedures for permit applications, review, and issuance.
    1. Staff will develop a written procedure for all permits and licenses
  - Utilize technology to automate and expedite the permitting process, such as online applications and electronic plan review.
    1. Staff will deploy the Incode online permitting module, Incode content manager, and make all permit and licensing applications available on the city website.
    2. Staff will obtain software licenses for electronic plan review, train staff to utilize, and make it the official review procedure.
  - Improve communication and coordination between departments involved in the permitting process.
    1. Staff will implement reoccurring meetings with all departments involved in the permitting process.
    2. Staff will create a written procedure and flow chart outlining the review process, including all departments involved.
  - Provide clear guidelines and resources to applicants to facilitate a smooth and efficient permit application experience.
    1. Staff will create guidelines that will be available on the website and in the office for applicants.

### 2. Code Compliance and Enforcement:

- Goal: Ensure compliance with building codes and regulations to protect public safety and maintain community standards.
- Objectives:
  - Conduct regular inspections to ensure compliance with building codes and approved plans.
    1. Code Enforcement Officer will create a route schedule to conduct regular reoccurring observations throughout the City.
  - Promptly address code violations through effective enforcement strategies, from issuing notices of violation to taking appropriate legal actions.

1. Procedures and workflows will be created for Code Enforcement
  2. All cases, investigations, violations will be documented on Incode Code Enforcement module.
    - Provide outreach and education to the community regarding building codes and regulations to promote voluntary compliance.
      1. Code Enforcement will provide educational material to post on city website and social media every week.
    - Collaborate with other departments and agencies to identify emerging issues and revise codes or regulations as necessary.
      1. Staff will attend professional association meetings with other local professionals.
3. Effective Land Use Planning:
- Goal: Develop and implement land use plans and regulations that support sustainable and balanced growth.
  - Objectives:
    - Conduct comprehensive land use planning to guide responsible development and preserve community character.
      1. Complete the land use analysis plan and water/wastewater utility, master plan with Freese & Nichols and adopt as the official plan.
    - Evaluate and update zoning regulations to ensure they align with community goals and evolving needs.
      1. Replace and adopt the zoning ordinance.
    - Promote smart growth principles, including mixed-use development, walkability, and access to essential services.
      1. Implement the land use plan
      2. Enforce current ordinances that require sidewalks on plats and building plans
      3. Conduct internal review and training of existing ordinances for subdivisions
    - Encourage the preservation of open spaces, historic sites, and natural resources through appropriate land use designations.
      1. Include these principles in land use plan
4. Customer Service and Community Engagement:
- Goal: Provide exceptional customer service and engage with the community in a transparent and inclusive manner.

- Objectives:
  - Enhance customer service by providing clear and accurate information, responding to inquiries in a timely manner, and offering support throughout the permitting and inspection processes.
    1. Provide customers with updated written information and requirements.
    2. Provide responses within the 24 hrs. and track all inquiries in a database, e.g., google sheets, Incode.
    3. Reach out to applicant/permit holder after 1 week of inactivity
  - Foster community engagement by organizing public meetings, workshops, and surveys to solicit input on planning, permitting, and code-related matters.
    1. Ensure Planning & Zoning Meetings are held every month for approvals, workshop, and informational purposes
  - Improve transparency by making information related to planning, permitting, and code enforcement readily accessible to the public.
    1. Ensure that monthly reports and stats are reported to the census bureau every month and posted on the city website
  - Collaborate with community stakeholders, including neighborhood associations and business groups, to ensure their perspectives are considered in decision-making processes.
    1. Create a list of homeowner associations and invite to Planning & Zoning workshops every quarter.

5. Goal: Foster Exceptional Customer Service and Satisfaction

- Objective: Utilize technology and digital platforms to enhance service delivery, streamline processes, and improve customer convenience.
  - Staff has created electronic inquiry logs and procedure has been established to document every customer inquiry/issue in the electronic log
  - Staff will continue to use the mobil and field Incode modules to streamline processes

## City Secretary Goals and Objectives

1. Goal: Ensure Efficient and Accurate Management of Birth Certificates
  - Objective: Develop and maintain a streamlined process for the issuance and management of birth certificates in accordance with applicable laws and regulations.
  - Objective: Continuously update record-keeping systems and procedures to ensure the accuracy, security, and confidentiality of birth certificate information.
  - Objective: Provide timely and responsive customer service to residents seeking birth certificates by promptly processing and issuing requested documents.
  - Objective: Enhance online services and resources to enable convenient and accessible birth certificate applications, request tracking, and document retrieval.
  - Objective: Collaborate with other relevant agencies and departments to develop integrated systems that enable seamless access to birth certificate records when needed.
2. Goal: Ensure Compliance with Legal Requirements and Standards
  - Objective: Stay updated on relevant laws, regulations, and standards.
  - Objective: Develop and implement policies and procedures that adhere to legal requirements and best practices management.
  - Objective: Conduct regular audits and reviews to ensure compliance with legal and regulatory requirements, including data privacy and security measures.
3. Goal: Provide Effective Public Records Management systems to ensure accurate and accessible city records and Promote transparency and open government to foster trust and participation.
  - Objective: Develop and maintain standardized policies and procedures for records management.
  - Objective: Implement archiving and retention policies to ensure the long-term preservation and accessibility of city records.
  - Objective: Continuously improve document storage and retrieval processes to facilitate efficient record management and responsive public record requests.
  - Objective: Provide training and support to staff on proper records management practices.
4. Goal: Provide efficient and effective support for City Commission meetings and governance processes.
  - Objective: Coordinate and prepare meeting agendas, documents, and minutes for City Commission meetings.

- Objective: Attend and provide administrative support during council meetings, ensuring compliance with procedures.
  - Objective: Facilitate communication between City Commission Members, Mayor, and City Staff.
  - Objective: Maintain official records and archives of City Commission actions, ordinances and resolutions.
5. Goal: Ensure Fair and Efficient Administration of Municipal Elections
- Objective: Plan, Coordinate and administer all aspects of municipal elections in compliance with laws and regulations.
  - Objective: Collaborate with election authorities and agencies to ensure smooth and secure election processes.
  - Objective: Enhance civic engagement and participation.
6. Goal: Foster Exceptional Customer Service and Satisfaction
- Objective: Train and develop staff members in customer service skills to provide prompt, accurate, and courteous assistance to all inquiries and requests.
  - Objective: Regularly gather customer feedback and implement necessary improvements to enhance the overall experience of individuals.
  - Objective: Utilize technology and digital platforms to enhance service delivery, streamline processes, and improve customer convenience.

## Human Resources Goals and Objectives

### 1. Recruitment and Staffing

- Goal: Strive for an equitable work environment where diversity and equality support growth and success allowing each individual the opportunity to thrive.
- Objectives:
  - Develop and implement strategies to attract qualified candidates through an online platform.
  - Streamline the hiring process to ensure timely and efficient recruitment.
  - Implement onboarding programs to ensure on the job training is a smooth and successful integration of new hires.

### 2. Employee Development:

- Goal: Support the professional growth and development of all employees.
- Objectives:
  - Implement effective knowledge of job descriptions per department.
  - Provide opportunities for career advancement.
  - Support Directors and supervisors in identifying and addressing skills gaps within their teams.
  - Foster a culture of continuous learning and encourage employees' personal development.
  - Discover new trends to keep departments moving forward with up to date trainings online or in person resources.

### 3. Performance Management:

- Goal: Establish an effective performance management system to drive employee productivity and engagement.
- Objectives:
  - Develop clear goals for each employee with yearly Job Expectations
  - Implement regular performance reviews and feedback mechanisms.
  - Recognize and reward high achievers and address performance issues promptly and confidentially.
  - Implement City policy to identify specific problems with suitable solutions to enhance efficiency
  - Progressive discipline decision making based on types of misconduct and the process of following the chain of command.

4. Employee Relations:

- Goal: Set a positive and inclusive work environment where employees feel valued and heard.
- Objectives:
  - Promote open and effective communication channels between employees and supervisors.
  - Handle employee grievances and conflicts in a fair and timely manner.
  - Provide a how to guide in understanding City policy in a favorable manner.
  - Foster a diverse and inclusive workplace that values and respects individuals' differences.
  - Help improve employees' defense reaction from feedback regarding their job performance.

5. Compliance with Employment Laws and Regulations:

- Goal: Ensure compliance with all applicable employment laws and regulations.
- Objectives:
  - Stay up to date with changes in employment laws and regulations.
  - Develop and disseminate HR policies and procedures that align with legal requirements.
  - Provide training to employees and managers on compliance-related topics.
  - Conduct regular audits and reviews to identify and address any compliance gaps.
  - Provide basic requirements to Directors regarding laws and compliance according to their department.

6. Goal: Foster Exceptional Customer Service and Satisfaction

- Support director's supervisors in overseeing and assisting how employees interact with the community.

## Finance Goals and Objectives

To earn and maintain public trust by practicing strict internal controls in compliance with City policies, state and federal laws, governmental accounting and regulatory requirements.

### 1. Ensuring Financial Stability:

- Goal: Maintain the financial health and stability of the organization.
- Objectives:
  - Develop and implement effective financial planning and budgeting processes. This includes giving priority to the basic needs of the community and promote the social and economic development.
  - Monitor revenue and expenditure patterns on a monthly basis to ensure alignment with the budget.
  - Continuously evaluate the organization's financial position and provide recommendations for improvement.
  - Establish and enforce internal controls to protect financial assets.

### 2. Enhancing Financial Reporting and Transparency:

- Goal: Provide accurate and timely financial information to City Officials, City Management and its stakeholders (citizens).
- Objectives:
  - Develop and implement standardized financial reporting procedures.
  - Ensure compliance with governmental accounting standards, City policies, state and federal laws and regulatory requirements.
  - Improve transparency by providing accessible and easily understandable financial reports.
  - Establish mechanisms for City Officials, City management or citizens, to review and provide feedback on pertinent financial information.

### 3. Managing Cash Flow and Investments:

- Goal: Optimize cash flow management and maximize returns on investments.
- Objectives:
  - Develop and execute cash management strategies to ensure sufficient liquidity.
  - Monitor and analyze investment options to optimize returns while managing risk, as well as complying with all regulatory requirements.



- Identify opportunities to reduce costs and enhance efficiency in cash management.
  - Implement policies and procedures to effectively manage debt and financing activities.
4. Strengthening Financial Planning and Analysis:
- Goal: Enhance financial planning and analysis capabilities to support informed decision-making.
  - Objectives:
    - Develop and implement financial forecasting models to provide reliable projections.
    - Conduct financial analysis to evaluate the financial impact of potential initiatives.
    - Provide insightful reports and recommendations based on financial analysis.
    - Collaborate with City officials and or City management to align financial planning with organizational goals.
5. Promoting Compliance and Risk Management:
- Goal: Ensure compliance with financial regulations and minimize financial risks.
  - Objectives:
    - Stay updated on relevant financial regulations and compliance requirements.
    - Establish and maintain effective risk management frameworks and internal controls.
    - Conduct regular audits to identify potential financial risks and implement mitigation measures.
    - Provide training and guidance to staff on financial policies and procedures.
6. Goal: Foster Exceptional Customer Service and Satisfaction
- Objective: Train and develop staff members in customer service skills to provide prompt, accurate, and courteous assistance to all utility account inquiries.
  - Objective: Regularly gather customer feedback and implement necessary improvements to enhance the overall experience of utility customers.
  - Objective: Utilize technology and digital platforms to enhance service delivery, streamline processes, and improve customer convenience.

## IT Department Goals and Objectives

### 1. Goal: Provide Reliable and Secure IT Infrastructure

- **Objective 1:** Ensure the continuous operation and availability of IT systems, networks, and equipment to support city operations.
- **Objective 2:** Implement robust security measures, protocols, and tools to protect city data from unauthorized access and cyber threats.
- **Objective 3:** Regularly update and maintain software, hardware, and infrastructure to ensure optimal performance and reliability.
- **Objective 4:** Conduct migration planning for Fire Department and Police Department IT systems, ensuring a seamless transition with minimal downtime.
- **Objective 5:** Clean up server rooms to remove all inactive wiring and create an action plan for the disposition of old equipment.
- **Objective 6:** Develop a contingency plan specifically addressing MTBF and MTTF for critical devices such as switches and firewalls.
- **Objective 7:** Develop a 5-year plan for updating computers by site, considering technological advancements and evolving departmental needs.
- **Objective 8:** Update court IT systems to ensure compliance, security, and optimal performance.
- **Objective 9:** Explore and apply for grants to fund necessary infrastructure upgrades identified during the assessment.

### 2. Goal: Enhance IT Service Delivery and Support

- **Objective 1:** Provide responsive and high-quality technical support to city departments and staff, addressing IT issues and inquiries in a timely manner.
- **Objective 2:** Establish and maintain user-friendly channels for IT support and communication, such as a helpdesk system and self-service resources.
- **Objective 3:** Develop and implement IT training programs to enhance employees' technology skills and ensure efficient usage of IT resources.
- **Objective 4:** Create a comprehensive inventory of all city's IT devices to facilitate efficient management and maintenance.

### 3. Goal: Foster Innovation and Technology Advancements

- **Objective 1:** Stay updated on emerging technologies and evaluate their potential applications to improve city services and operations.
- **Objective 2:** Explore opportunities for digital transformation, automation, and process improvements to enhance efficiency and effectiveness.
- **Objective 3:** Encourage collaboration and knowledge sharing among IT staff and city departments to identify innovative solutions to operational challenges.
- **Objective 4:** Apply for grants to fund technological advancements and innovation initiatives.

#### 4. Goal: Ensure Data Integrity, Privacy, and Compliance

- **Objective 1:** Implement data management strategies, such as backups, disaster recovery plans, and data governance protocols, to safeguard sensitive information.
- **Objective 2:** Ensure compliance with relevant data protection regulations, such as GDPR, HIPAA, or CCPA, as applicable to city operations.
- **Objective 3:** Conduct regular security assessments and audits to identify vulnerabilities and implement necessary measures for data protection.
- **Objective 4:** Keep updated network maps for CJIS compliancy.
- **Objective 5:** Self-Audit yearly to stay up to date on State, Local Government and CJIS security requirements.


#### 5. Goal: Support Technological Infrastructure Planning and Governance

- **Objective 1:** Collaborate with city departments and stakeholders to develop and execute long-term IT strategic plans aligned with the city's goals and objectives.
- **Objective 2:** Develop and enforce IT policies, standards, and procedures to promote consistency, security, and efficiency in technology usage across the organization.
- **Objective 3:** Regularly assess and evaluate IT infrastructure needs and recommend necessary upgrades or investments to meet evolving technology requirements.


#### 6. Goal: Foster Exceptional Customer Service and Satisfaction

- **Objective 1:** Train and develop staff members in customer service skills to provide prompt, accurate, and courteous assistance.
- **Objective 2:** Regularly gather customer feedback and implement necessary improvements to enhance the overall experience of individuals.
- **Objective 3:** Utilize technology and digital platforms to enhance service delivery, streamline processes, and improve customer convenience.

City of Mercedes IT Department

X 

Michael Rocha  
IT Specialist

X 

David Jimenez  
IT Specialist

# Mercedes Fire Department Goals

## Goal: Enhance Public Safety and Emergency Response

- Objective: Reduce response times for emergency incidents by implementing efficient communications, training programs, and optimizing staffing within shifts. This includes a step process that will keep all FD employees in a communicative balance with each other on a daily basis.
- Objective: Improve emergency preparedness and disaster response capabilities through regular training, table tops, local emergency preparedness meetings and coordination with other agencies in line with our department.
- Objective: Enhance community education and outreach programs to promote fire prevention, safety awareness, and emergency preparedness. This includes targeting the school district students and staff which are a major impact in our population. Coordinate with local agencies on community projects on safety.

## Goal: Ensure Firefighter Health and Safety

- Objective: Provide ongoing training and professional development opportunities to enhance firefighter skills and knowledge to reduce injuries at the station and on the fire ground.
- Objective: Invest in current standard equipment, protective gear, and technology to enhance firefighter safety and performance.
- Objective: Continue to promote health and wellness programs to support firefighters' physical and mental well-being. Continue supporting purchasing health and wellness equipment for the station.

## Goal: Collaborate with Community Stakeholders

- Objective: Foster strong partnerships with community organizations, schools, businesses, and residents to promote fire safety and emergency preparedness.
- Objective: Conduct regular community outreach events, open houses, and school programs to educate the public on fire prevention and safety measures.
- Objective: Collaborate with local businesses and organizations to implement fire prevention initiatives and residential safety inspections.
- Educate businesses on annual inspections and the safety reason for them.

## Goal: Continuous Improvement in Fire Suppression and Rescue Services

- Objective: Conduct regular evaluations and assessments of fire suppression and rescue services to identify areas for improvement.
- Objective: Regularly update and review firefighting tactics, equipment, and procedures to ensure compliance with the latest industry standards and best practices.
- Objective: Establish effective mutual aid agreements and partnerships with neighboring fire departments to enhance response capabilities and resource sharing.
- Continue to attend regional meetings and to strengthen partnerships with other agencies.

## Mercedes Fire Department Goals

### Goal: Maintain High Standards of Fire Code Compliance and Enforcement

- Objective: Regularly inspect buildings and facilities within the jurisdiction to ensure compliance with fire codes and safety regulations.
- Expand the inspection process to on shift duties while capturing data onto our Fire reporting System.
- Objective: Provide educational programs and resources to assist businesses and residents in understanding and meeting fire code requirements.
- Objective: Promptly respond to and resolve fire code violations through effective enforcement strategies, including issuing notices of violation, conducting inspections, and taking appropriate legal actions.

### Goal: Foster Exceptional Customer Service and Satisfaction

- Objective: Train and develop staff members in customer service skills to provide prompt, accurate, and courteous assistance to all concerns of department services. Concerns are to be addressed to the appropriate management for a timely resolution.
- Objective: Administration will regularly gather customer feedback and implement necessary improvements to enhance the overall experience of individuals obtaining fire department services.
- Objective: Utilize technology and digital platforms to enhance service delivery, streamline processes, and improve not only personnel experience but the community as well.

# MERCEDES REREATION CENTER

1. Goal: Provide Diverse and Engaging Recreational Programs
  1. Objective: Offer a wide range of recreational programs and activities to meet the diverse needs and interests of community members of all ages.
  2. Objective: Develop and implement inclusive programming initiatives to ensure accessibility for individuals with disabilities or special needs.
  3. Objective: Collaborate with community organizations and local schools to expand program offerings and reach a broader audience.
  4. Objective: Regularly evaluate and update programs based on participant feedback and changing community interests.
  
2. Goal: Enhance Facility Operations and Maintenance
  1. Objective: Ensure a safe and well-maintained facility that provides a welcoming and pleasant environment for program participants and visitors.
  2. Objective: Develop and implement comprehensive maintenance plans and schedules for the facility, including cleaning, repairs, and equipment maintenance.
  3. Objective: Continuously improve the facility's safety protocols, including emergency preparedness and response plans, to ensure the well-being of participants and staff.
  4. Objective: Optimize facility utilization through effective scheduling and utilization of space for various activities, programs, and events.
  
3. Goal: Promote Health and Wellness
  1. Objective: Develop and implement wellness programs that promote physical fitness, healthy lifestyles, and overall well-being within the community.
  2. Objective: Collaborate with local health organizations and fitness professionals to offer educational resources, workshops, and fitness classes.
  3. Objective: Provide access to recreational facilities and resources that encourage participation in physical activities, such as sports courts, fitness centers, and walking trails.
  4. Objective: Engage community members in initiatives focused on nutrition, stress management, mental health, and overall holistic wellness.

# MERCEDES REREATION CENTER

## 4. Goal: Engage with the Community

1. Objective: Foster a sense of community by organizing events, festivals, and gatherings that encourage social connections and positive interactions among residents.

1. Youth Lock-in for Mercedes Youth Community

2. Family Day for Pool

2. Objective: Collaborate with local organizations, schools, and community groups to provide cooperative programming and support community initiatives.

3. Objective: Regularly communicate and engage with the community through newsletters, social media, and community meetings to ensure visibility and gather feedback on programming and facility needs.

4. Objective: Promote volunteer opportunities within the community center to encourage community involvement and create a sense of ownership and pride in the facility.

1. Initiate a foundation with MISD Juniors and Seniors for Junior staff program and Community hours

## 5. Compliance with Employment Laws and Regulations:

1. Goal: Ensure compliance with all applicable employment laws and regulations.

1. Network with other Recreation organizations to stay up to date with policies, with pool, after-school program and leagues.

### 2. Objectives:

1. Stay up to date with changes in employment laws and regulations.
2. Develop and disseminate HR policies and procedures that align with legal requirements.
3. Provide training to employees and managers on compliance-related topics.
4. Conduct regular audits and reviews to identify and address any compliance gaps.

# MERCEDES REREATION CENTER

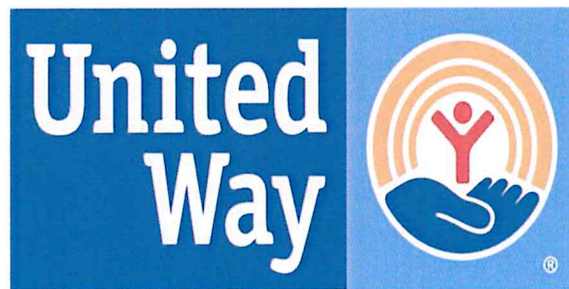
6. Goal: Foster Exceptional Customer Service and Satisfaction
  1. Objective: Train and develop staff members in customer service skills to provide prompt, accurate, and courteous assistance.
  2. Objective: Regularly gather customer feedback to assist in implementing necessary improvements.

## MISSION STATEMENT

### **“Impacting the Youth in Our Community”**

Mercedes Recreation Center, in conjunction with the City of Mercedes, is responsible for the development and implementation of youth programs for youth that reside in the City of Mercedes. Youth ages 6 – 18 are targeted for programs that will increase pro-social behavior. These programs include recreation activities, community service events/projects, youth leadership programs and cultural events.

## PARTNERSHIP WITH UNITED-WAY



**United Way of South Texas**  
Serving Hidalgo & Starr Counties



AN ORDINANCE OF THE CITY OF MERCEDES, TEXAS REPEALING ORDINANCE NO. 2013-08, PLACEMENT OF POLITICAL SIGNS, TO PROVIDE FOR THE REGULATION OF ELECTIONEERING ON PUBLIC PROPERTY AND ELECTION POLLING SITES; PROVIDING FOR A TIME FRAME FOR THE PLACEMENT OF POLITICAL SIGNS; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE AND PUBLICATION: AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Mercedes has deemed it necessary to regulate electioneering subject to reasonable regulations on time, place, and manner as deemed by the Texas Election Code and on the placement of political signs, tents and vehicles to allow for public access to polling place(s) and safety of the residents in and around polling place(s);

WHEREAS “electioneering” includes the posting, use, or distribution of political signs or literature; and

WHEREAS polling locations include facilities that simultaneously are used for other purposes and for which adequate parking and safe access thereto must be maintained and nuisance must be mitigated to serve the city function and community; and

WHEREAS, desiring to balance civil liberties and the electorate with public safety, the Commission finds that the adoption of regulations is warranted to preserve the general health and welfare of the citizens of Mercedes, and

WHEREAS the purpose of this Ordinance is to provide reasonable regulations for Electioneering on City owned or controlled property when such property is used as an election polling place and the placement of political signs and related political advertisement. The regulations contained herein are to uphold safety, prevent damage to city and public property, ensure that the property is equally accessible to all voters, equitable opportunity for all registered candidates, and advocates for or against measures on a ballot at city owned polling places.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MERCEDES:**

**SECTION 1. DEFINITIONS.**

**The following words or phrases as used in this article shall have the meanings as set forth:**

**Canvassing** shall mean where one person engages another person by a verbal exchange, provides paper, literature or brochure to another person with a message that includes or involves a political issue or ballot measure.

**Electioneering** shall mean the posting, shall mean the posting, use, or distribution of political signs or literature, including but not limited to the use of trailers, chairs, booths, tables, tents, canopies, furniture, structure, vehicles, or devices to post, use or distribute political signs or literature through written, electronic or audible manners.

**Polling Place** shall mean any property, building and grounds, wherein federal, state, or local election officials are conducting voting under the Texas Election Code or City of Mercedes Home Rule

Charter. This includes City of Mercedes owned or controlled buildings, tracts of land, parking lots, easements, or property designated by the City designated as a polling place pursuant to Chapter 43 of the Texas Election Code.

**Political Signs** shall mean place cards, banners, flyers, signs, or other printed materials that promote the adoption or defeat of any place or measure on the ballot, including the candidacy of an individual, proposition, referendum, or constitutional or charter amendment.

**Public Property** shall mean real property, streets, roadways, easements, alleys, parks, buildings and grounds owned or controlled by any public institution or taxing authority, including the City, School District, College Campus, Drainage or Irrigation District, or other governmental entity, or any property designated as a lawful polling place under the Texas Election Code.

**Voting Period** shall mean the advertised time certain when polls open until the polls close, or the last voter has voted, whichever is later, on Election Day including the Early Voting Period, and any Election Runoff period.

**WHEREAS In order to regulate the placement of signs, tents, vehicles the elections administrator shall enforce the following:**

## **SECTION 2. TIME, PLACE, AND MANNER**

- (1) In general, political signs are allowable on any property where the property owner gives consent for the sign to be placed. Exceptions to this are if a sign is placed in such a manner that it obstructs safe traffic movement. If a sign is determined to be a traffic safety hazard it will be removed immediately by city personnel and held for pickup at city hall or the public works yard. Signs not picked up within five (5) days of the candidate being contacted will be disposed. All signs must comply with all state and federal requirements, including Texas Election Code Chapters 255 and 259.003, and Texas Transportation Code Chapters 392 and 393. Nothing contained in this ordinance shall impair any right to engage in constitutionally protected free speech subject to the regulations set forth herein.
- (2) No signs will be allowed in city right-of-way. Signs that are placed in the right-of-way will be removed and held for candidate pickup as described in subsection (1) of this section.
- (3) Candidate signs are allowed 90 days prior to the election date of the race in which the candidate is running.
- (4) No signs are allowed to be staked into the ground or on any trees, fences, or structures for any period of time on city property, which includes city hall, the library, the fire station, the police department or any land owned by the city.
- (5) If a political rally takes place at a city park, any political advertisements must be removed upon completion of the event or they will be removed and held as described in subsection (1) of this section.
- (6) During early voting and on election day, no signs are allowed except those that are to be held by campaign workers or on vehicles parked on the street outside the statutory poll boundary. During early voting and election day, no detached trailers set on blocks or on city streets will be permitted. Only those trailers attached to a licensed and registered motorized vehicle and legally parked will be allowed on city right-of-way and must be removed at the end of each day. Please take care not to damage city property including plants and grass while campaigning.
- (7) Tents and any other materials related to campaigning activities will only be allowed on city property during early voting and election day up to one hour before polls open and one hour after polls close.

They must be removed each day. No tents will be allowed on city right-of-way, including sidewalk areas. The materials shall be limited to the area designated by the map attached as “EXHIBIT A”. Barricades and reasonable traffic control may be initiated by Mercedes Police Department to ensure safety and voter access.

- (8) Each early voting and election day polling place must be organized with 100-foot distance markers posted at surrounding outside entries to the building. During the voting period and inside this protected area, it is prohibited to electioneer, including expressing preference for or against any candidate, measure, or political party. A violation of this provision in the Election Code is a Class C misdemeanor. Tex. Elec. Code §§ 61.003, 85.036.
- (9) The early voting clerk and the presiding judge of each polling place, as appropriate, have the authority of a district judge while serving in that capacity. This authority enables the early voting clerk or the presiding judge, as appropriate, to use his or her discretion to ensure the safety and efficiency of the early voting and election day polling place and the surrounding 100-foot area. Tex. Elec. Code §§ 32.075(e), 81.002.
- (10) If you plan to place signs along the railroad, plan to contact Rio Valley Switching for permission. If signs are on a vehicle they will need to be located at least 50 feet from the nearest rail.
- (11) All signs must be removed within 10 days following the election. In the event of a runoff, those candidates remaining in the runoff will be the only signs allowed to remain after the 10-day time limit. All signs must be removed within 10 days following the runoff election. Any signs picked up after the 10-day deadline will be subject to the penalty.
- (12) Candidates are responsible for maintaining their areas clean at all times throughout the day.
- (13) The Elections Administrator may enact reasonable regulations in regard to the time, place, and manner of electioneering. Tex. Elec. Code § 61.003(a-1) to keep pedestrians safe and ensure the flow of traffic.
- (14) It is an offense to puncture, damage, cut, carve, mark, remove, transplant, break, pick, or in any way injure, damage, destroy, or deface any real property improvements, personal property, equipment, irrigation systems, plants, turf, asphalt or concrete within or upon any public property in which a polling place is located. For the purpose of this section, plants shall be defined to include any vegetation, shrubs, bushes, trees, vines, hedges, grasses, or flowers.

### **SECTION 3. CUMULATIVE**

All provisions of the Code of Ordinances of the City of Mercedes, Texas, codified or uncoded, in conflict with the provisions of this ordinance are hereby repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

### **SECTION 4. SEVERABLE**

Any word, phrase, paragraph, or section of this Ordinance is severable and should any part of this Ordinance be declared unconstitutional, illegal or invalid by any court of competent jurisdiction, such declaration shall not affect any remaining word, phrase, paragraph, or section.

### **SECTION 5. SAVINGS**

The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this ordinance. All rights and

remedies of the City of Mercedes are expressly saved as to any and all violations of the provisions of the Code accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**SECTION 6. PENALTY**

Any person, firm, entity, organization, or corporation violating any of the provisions or terms of this section, as amended hereby, shall be guilty of a misdemeanor and upon conviction in the Municipal Court of the City of Mercedes, Texas shall be subjected for each offense to a fine as prescribed by the Master Fee Schedule, not to exceed \$500.00 for each offense; each political sign or electioneering material and every day such violation continues shall be deemed to constitute a separate offense. In addition to any criminal penalty, political signs and other electioneering materials on any public property in violation of this section may be removed and disposed of at the direction of the official in charge of the polling place.

**SECTION 7.**

EFFECTIVE DATE This Ordinance shall be in full force and effect upon its final passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this \_\_\_ day of December, 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this \_\_\_ day of \_\_\_\_\_, 202\_\_.

City of Mercedes

\_\_\_\_\_  
Oscar Montoya, Mayor

Attest:







\_\_\_\_\_  
Joselynn Castillo, City Secretary

Approved as to form:

\_\_\_\_\_  
Martie Garcia Vela, City Attorney

# EXHIBIT A



-  Campaign Workers Parking
-  Campaign Tents
-  Voter Parking
-  Do Not Cross Boundary Line
-  Electioneering boundary line
-  Election Workers Parking

Revised Nov. 2023



1000 N. Texas Avenue - Mercedes, Texas 78570

956.565.2456 - www.rgvls.com



## SPONSORSHIP AGREEMENT

SPONSORSHIP AT THE  
RIO GRANDE VALLEY LIVESTOCK SHOW  
MARCH 7-17, 2024

1. This "Sponsorship Agreement" is made and entered into as of the date written below by and between: Rio Grande Valley Livestock Show, Inc. (hereinafter referred to as RGVLS), a non-profit organization, and **City of Mercedes**. (hereinafter referred to as SPONSOR)

### TERMS & CONDITIONS

The term limits of this agreement are from January 1, 2024, through December 31, 2024, with a renewal deadline of September 30, 2024. For the Sponsorship Fee of \$5,000 CASH & \$8,000 INKIND, RGVLS will provide **SPONSOR** with the following:

- A. In-kind of \$8,000 is for the value of Police Personnel
- B. Usage of the POLICE BUILDING
- C. Include City of Mercedes as an EVENT SPONSOR (Event TBD)
- D. Display branded signage during the date of March 7-17, 2024, as follows: **SPONSOR** Logos to be provided by and approved by SPONSOR.
  - a. Up to Four (4) signs to be displayed throughout the showgrounds provided by the **SPONSOR**.
- E. **SPONSOR** Logo in the RGVLS Magazine.
- F. **SPONSOR** logo on social media posts promoting 2024 Rio Grande Valley Livestock Show & Rodeo.
- G. Include as a Sponsor on RGVLS promotional material.
- H. List **SPONSOR** as a PLATINUM Spur Sponsor on the RGVLS website for one year.
- I. List **SPONSOR** as a PLATINUM Spur Sponsor on the RGVLS Texas Ave. Tripod sign.
- J. Tickets to annual sponsorship banquet.
- K. **SPONSOR** will receive as a benefit of the sponsorship the following:
  - a. (22) RGVLS Gate Admission Single Day ticket OR (10) Season Passes
  - b. (12) tickets to PRCA Xtreme Bull riding
  - c. (12) Thursday Rodeo General Admission tickets
  - d. (6) F-Parking permits

### ADDITIONAL TERMS & CONDITIONS

As part of this agreement, the SPONSOR has agreed to provide financial support to the RGVLS subject to the terms and conditions laid out in this agreement.

#### 2. SPONSORSHIP FEE.

2.1. Subject to the provisions of this agreement and to the RGVLS performing its obligations hereunder and in consideration of the rights granted by the RGVLS to the SPONSOR, the SPONSOR agrees to pay a Sponsorship Fee as written in the Sponsorship Agreement.

2.2 Subject to the provisions of this agreement all monies will be paid prior to the event and upon such date of [**December 15, 2023**]. If monies have not been received by RGVLS, this contract will be cancelled effective immediately.

2.3 Failure to Open Exhibit. In the event that the premises of the Venue are destroyed or damaged, or the event fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of

God, terrorism, emergency declared by any government agency, or for any other reason, or if SPONSOR doesn't show up for whatever reason this contract may be terminated by the Rio Grande Valley Livestock Show. In the event of such termination, SPONSOR waives any and all monies to be returned by RGVLS.

2.4. The RGVLS acknowledges and confirms that, save as otherwise expressly recorded in this Agreement; the SPONSOR shall not be liable to the RGVLS or any other person for any additional cost or expense besides the annual Sponsorship fee.

### 3. THE SPONSOR'S OBLIGATIONS.

3.1 In exercising the said rights and licenses, the SPONSOR shall, subject to receiving appropriate invoices, pay the RGVLS the Sponsorship fee when the same falls due for payment as set out in Clause 2.

3.2 SPONSOR Exhibit Indemnification. SPONSOR assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold harmless RGVLS and the Venue and their respective officers, directors, members, employees, and agents against all claims, losses, and damages to persons or property, governmental charges or fines, and attorneys' fees arising out of or caused by SPONSOR's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of RGVLS or the Venue. In addition, SPONSOR acknowledges that neither the RGVLS or the Venue maintains insurance covering SPONSOR's property and that it is the sole responsibility of the SPONSOR to obtain business interruption and property damage insurance covering such losses by SPONSOR. SPONSOR shall be fully responsible to pay for any and all damages to property owned by RGVLS or the Venue, its owners or managers which results from any act or omission of SPONSOR.

### 4. THE RGVLS'S EXERCISE OF RIGHTS.

The RGVLS shall not use any of the rights granted herein and shall ensure that no member of the RGVLS shall make any public statement in a manner which, in the reasonable opinion of the SPONSOR, is or might be prejudice or defamatory to the image and reputation of the SPONSOR.

### 5. RENEWAL.

The RGVLS agrees to give the SPONSOR first refusal to renew this agreement, with an option to withdraw after one year if the terms of the Sponsorship Agreement are not being met.

### 6. ENTIRE AGREEMENT.

This Agreement represents the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes any previous agreement, whether written or oral, between the parties in relation to that subject matter.

IN WITNESS WHEREOF, duly authorized representatives of each of the parties have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
CITY OF MERCEDES

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RIO GRANDE VALLEY LIVESTOCK SHOW, INC.

\_\_\_\_\_  
DATE

**CONSENT ITEM: NO**

**DATE:** January 4, 2024

**FROM:** Orlando Diaz, Lieutenant Mercedes Police Department

**ITEM:** Discussion and Possible Action to Proceed with the Submittal of the Texas Traffic Safety Program FY 2025 – STEP Grant

**BACKGROUND INFORMATION:** The Mercedes Police Department respectfully requests the approval to submit for the Texas Traffic Safety Program FY 2025 STEP Grant

The Texas STEP program, administered by the Traffic Safety Division at the Texas Department of Transportation (TxDOT), is a federally funded law enforcement grant initiative aimed at reducing crashes and enhancing road safety. The program fosters partnerships between TxDOT and law enforcement agencies to create safer driving environments through high-visibility engagement.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**ALTERNATIVES/OPTIONS:** N/A

**FISCAL IMPACT:**

**Proposed Expenditure/(Revenue):**

**Account Number(s):**

\$ Pending

**Finance Review by:**

**LEGAL REVIEW:**

**ATTACHMENTS:**

1. Write-Up
2. Traffic Safety Program Request for Proposals FY 2025 STEP Grant
3. Resolution
- 4.

**DRAFT MOTION:**





# MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd.  
Mercedes, Texas 78570  
(956) 565-3102 Fax (956) 565-2583

Francisco J. Sanchez  
Chief of Police

**To: Mayor, City Commissioners, City Manager, Legal**

**From: Orlando Diaz, Lieutenant Mercedes Police Department**

**Date: January 4, 2024**

**Ref: Discussion and Possible Action to Proceed with the Submittal of the Texas Traffic Safety Program FY 2025 – STEP Grant**

## **Summary of the Texas Selective Traffic Enforcement Program (STEP) Grant:**

The Texas STEP program, administered by the Traffic Safety Division at the Texas Department of Transportation (TxDOT), is a federally funded law enforcement grant initiative aimed at reducing crashes and enhancing road safety. The program fosters partnerships between TxDOT and law enforcement agencies to create safer driving environments through high-visibility engagement.

### Key Points:

1. **Eligibility:** Any accredited law enforcement agency in Texas is eligible for funding through STEP. Priority and funding amounts are determined based on crash data in the applicant jurisdiction and the agency's demonstrated ability to perform the work.
2. **Enforcement Zones:** Agencies participating in STEP must establish specific Enforcement Zones, limited in number and size, focusing on areas with a history of crashes. Agency performance is measured by the number of STEP-funded vehicle stops within these zones.
3. **Grant Types:** There are two main grant types:
  - STEP-Comprehensive (COMP) Grants: Focus on reducing intersection-related violations, driving while intoxicated, failure to use occupant restraints, and other traffic-related issues.
  - STEP-Commercial Motor Vehicle (CMV) Grants: Prioritize enforcement of Intersection Traffic Control, Impaired Driving, Occupant Protection, Speed, and Distracted Driving for commercial vehicles.

# MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd.  
Mercedes, Texas 78570  
(956) 565-3102 Fax (956) 565-2583

4. **Budget and Funding:** Maximum budget amounts are determined using crash data, and agencies are required to contribute at least 20% of the total budget as an approved match. Actual funding amounts are negotiated after the Request for Proposal (RFP) period closes.
5. **Training:** TCOLE-certified training is available for agencies covering various aspects of STEP enforcement, including proposal development, grant administration, data analysis, and safety courses.
6. **Policies and Procedures:** Agencies must have established written STEP operating policies and procedures covering roles, shift authorization, supervision, documentation, and performance targets.
7. **Proposal Submission:** The proposal process includes specific milestones, with deadlines for submission, negotiations, funding approval, and grant activation.
8. **Public Information & Education (PI&E):** Agencies are required to conduct PI&E activities, and related costs must be included in the budget, not exceeding 10% of the total TxDOT award.
9. **Ethics and Compliance:** Agencies must adopt an internal ethics and compliance program to ensure adherence to regulations.
10. **Schedule:** The proposal submission schedule includes key dates for posting the RFP, submission training, deadline for questions, proposal submission, negotiations, funding approval, and grant activation.

For specific details, agencies are encouraged to refer to the official FY 2025 Request for Proposals document and contact Larry Krantz, TxDOT Police Traffic Services Program Manager, for any inquiries.

Kind Regards,

X

Orlando Diaz  
Operations Lieutenant



# TRAFFIC SAFETY PROGRAM REQUEST FOR PROPOSALS FY 2025 STEP GRANTS

Prepared and Developed by:  
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(TRF-BTS)

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November 10, 2023

## **Table of Contents**

Summary.....	4
Eligibility for Funding.....	7
STEP Project Operational Requirements.....	7
STEP-Comprehensive (COMP) Grants.....	10
<b>Baseline Enforcement Information</b> .....	11
<b>Baseline KA Crash Data</b> .....	11
STEP-Commercial Motor Vehicle (CMV) Grants .....	11
Operational Plan.....	13
Public Information & Education (PI&E).....	14
Policies and Procedures .....	16
Internal Ethics and Compliance Program.....	17
Pre-Award Audit .....	17
Schedule .....	19

# **SECTION ONE OVERVIEW**

# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### Summary

Texas' Selective Traffic Enforcement Program (STEP) is a federally funded law enforcement grant program run by the Traffic Safety Division at the Texas Department of Transportation. The goal of the STEP program is for TxDOT to develop strategic partnerships with law enforcement to reduce crashes by creating safer driving environments on Texas roadways through high-visibility engagement (HVE). Any accredited law enforcement agency in Texas is eligible for funding through STEP, though priority to receive the funds and the maximum funding TxDOT awards a given agency is based on the number and type of crashes occurring in the applicant jurisdictions as well as that agency's demonstrated ability, or in the case of first-time proposing agencies an estimated capacity, to perform the work.

Agencies participating in STEP must develop a limited number of specific Enforcement Zones in which all grant-funded enforcement will be conducted. These zones are based on data provided by the Texas Crash Reporting Information System (CRIS) and analyzed and plotted by the Texas Department of Public Safety's Highway Safety Operations Center (HSOC). The Enforcement Zones are limited in number and size to help magnify the impact of the enforcement efforts on troublesome crash areas.

Agency performance will be measured by the number of STEP-funded vehicle stops made within the established Enforcement Zones, and by the impact the enforcement has on the jurisdiction's crash totals. To maximize the value of the vehicle stops conducted during STEP enforcement, agencies are strongly encouraged to focus their Enforcement Zones and community engagement efforts in and around intersections, which are planned points of conflict on the transportation system.

TCOLE-certified training supporting all aspects of STEP enforcement, including grant proposal and Enforcement Zone development, grant administration, data quality and analysis, operational philosophy and strategies, and child-passenger and officer safety courses are available free-of-charge through the [Texas Law Enforcement Liaison program](#). The training courses are designed to help agencies stay current on the latest information and enforcement concepts, and to realize the maximum value STEP enforcement can provide to the agency and the community.

Maximum budget amounts for each agency for STEP grants have been determined using KA (fatal and suspected serious-injury) crash data from the Crash Records Information System (CRIS) and a weighted funding formula to determine eligible amounts for each agency:

- DWI/DUI - Driving While Intoxicated/Driving Under the Influence
- OP - Failure to Use Occupant Restraint, including child-passenger safety seats
- ITC - Intersection Traffic Control
- SP - Speed Enforcement /Control
- CMV - Commercial Motor Vehicles (for CMV grants only)

Proposing agencies may ask TxDOT personnel for assistance in developing their STEP proposal(s).

TxDOT, at its sole discretion, may elect to increase or decrease maximum funding amounts agencies receive. Generally, these increases or decreases will not be more than 10% from the most recently executed project of the same type, but budgets may be changed beyond the 10% based on the agency's previous history, particularly as relates to under-spending funds in previous years, or under-performing on grant-related performance measures including but not limited to failing to focus enforcement on problem crash types or to properly document grant-related activities.

Agencies may request funding amounts they deem appropriate during the RFP process, but actual amounts will be negotiated and finalized after the RFP period closes. As a rule, increases to the funding amount (TxDOT award) will be capped at 10% of the most recently executed project of the same type. For example, if an agency was awarded \$50,000 in TxDOT funding in its most recently executed project, TxDOT would likely cap any requested increase to 10% of \$50,000, or \$5,000, for a total TxDOT award of \$55,000 in the current proposal.

All proposers are required to contribute at least 20% of the total budget in approved match.

Once a proposal is submitted, the requested Federal award cannot be increased. All budgets will be reviewed after the RFP closes. Budgetary adjustments may be necessary if the proposed budget is inaccurate, unreasonable based on an agency's crash history, capacity or ability to work, or contains unallowable items. Final TxDOT awards will be negotiated and finalized during the modification period.

Note: Click-It-Or-Ticket, Impaired Driving and Operation Slowdown Mobilization Proposals will not be accepted through this Request for Proposal; however, they will be accepted through a separate process. For more information regarding mobilizations, please contact [Larry Krantz, TxDOT Police Traffic Services Program Manager](#).

**SECTION TWO**  
**STRATEGIC TRAFFIC ENFORCEMENT PROGRAM**  
**(STEP) GRANTS**



# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### Eligibility for Funding

STEP grants provide federal funding for overtime enforcement activities conducted by Texas law enforcement agencies. Organizations eligible for STEP funds include the Texas Department of Public Safety (TxDPS), sheriff's offices, constable's offices, and local police departments.

Prior to executing a STEP-COMP or STEP-CMV grant, the agency must have:

- An approved and current overtime policy that allows for STEP enforcement to occur
- Approved and current STEP Policies and Procedures that outline the agency's administrative controls and operational concepts (see Page 16);
- Approved Internal Compliance verification (see Page 16)
- A Universal Entity Identification (UEI) number (formerly a DUNS number)

All proposing agencies may request unlimited assistance from TxDOT and from the Texas Law Enforcement Liaison (LEL) program in developing any aspect of their grant proposal.

### \* STEP Project Operational Requirements

The following items are requirements for both STEP-COMP and STEP-CMV grants:

- All enforcement activities must be initiated within, or in route to or from, an established Enforcement Zone as outlined in the grant's Operational Plan.
- A minimum number of documented vehicle stops must be made during each hour of enforcement so that enforcement efforts are consistent throughout the assigned shift. The minimum number of stops required depends on the grant type. A minimum average of 2.5 vehicle stops per hour is required for STEP-COMP, and a minimum average of 1 CMV stopped per hour is required on STEP-CMV projects.
- Officers working STEP must witness the violation for which they stop a vehicle. Officers may not be dispatched or otherwise directed to violators, including through the use of spotters.
- All Daily Activity Reports must be legible, contain appropriate additional documentation to describe long periods of inactivity, time-related details for activities that extend the vehicle stop beyond the typical contact with the operator such as vehicle searches, administration of SFST, arrests or waiting for towing services, and signed by a supervising officer.

# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

- STEP officers may not claim arrests and arrest time for stops not made by officers working STEP enforcement, or from officers outside their department regardless of their STEP status. However, officers not working STEP may transport offenders arrested by officers working STEP.
- TxDOT will not allow multiple officers on grant time to work together in a single vehicle.
- TxDOT will not allow multiple officers beyond the initiating officer to claim grant time for a single vehicle stop beyond the time it takes to clear the stop or 30 minutes, whichever comes first.

## **SECTION THREE GRANT TYPES & DEFINITIONS**

# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### STEP-Comprehensive (COMP) Grants

Officers conducting enforcement on a STEP-COMP grant should focus their efforts on reducing incidences of intersection-related violations, driving while intoxicated, failure to use occupant restraint systems, enforcement of state and local ordinances on cellular and texting devices and unsafe speed within the high-crash areas they identify, although any traffic-related probable cause may be used to initiate a vehicle stop. A vehicle stop may be counted toward the agency's grant performance only when initiated for infractions witnessed inside of, or in route to or from an established Enforcement Zone by the initiating officer. For purposes of documentation, each officer's Daily Activity Report should reflect the Enforcement Zone in which the stop was made, the time and specific location of the stop (i.e. 4800 block of South Broadway). The officer should run the offender's driver license for warrants, run the vehicle registration for its history, and must document taking one of the following three actions:

- Issuing a written warning
- Issuing a citation
- Making an arrest

Agencies will document and report the numbers of warnings, citations and arrests made on STEP time to TxDOT at the end of each month, but there will be no target numbers established for each individual element. STEP-COMP agencies will be considered to be in compliance with TxDOT performance expectations as long as they document making a minimum average of 2.5 vehicle stops per hour for each enforcement hour and show that minimum activity in each STEP enforcement hour. STEP-COMP subgrantee agencies should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which occur during the months listed in parenthesis:

- Christmas-New Year's (Dec-Jan 1)
- Spring Break (March)
- Memorial Day (May-June)
- Independence Day (June-July)
- Operation: Slowdown (July)
- Labor Day (August)

# **Texas Traffic Safety Program**

## **FY 2025 Request for Proposals – STEP Grants**

### **Baseline Enforcement Information**

Baseline enforcement information serves as a foundation for proposers to measure non-grant traffic enforcement activity against that provided through STEP grants. This information must be provided by the proposers and includes the total number of arrests, citations and warnings made during non-STEP vehicle stops the proposing agency made in the past 12 months. The information must exclude any activity generated with STEP grant dollars. Once the enforcement baseline is established, these figures will be used to compare subsequent years' local- and grant-funded traffic enforcement activity against crash data the agency provides to TxDOT.

### **Baseline KA Crash Data**

Proposers must enter the three-year-average KA crash data for their jurisdiction as provided by TxDOT. The baseline numbers are critical in establishing the number and key contributing factors for fatal and serious-injury crashes in a community and are used to measure the effectiveness of grant-related enforcement efforts in reducing crashes.

County Sheriff's Departments and Constable's Offices should use the KA crash data for the county, found under "Outside City Limits (county name)" unless otherwise approved by TxDOT.

### **STEP-Commercial Motor Vehicle (CMV) Grants**

Law enforcement agencies requesting or already operating a STEP-COMP grant may also request a STEP-CMV grant. Officers conducting enforcement on a STEP-CMV grant should make enforcement of Intersection Traffic Control, Impaired Driving, Occupant Protection, Speed and Distracted Driving their top priority during enforcement, although any traffic-related probable cause can be used to initiate a CMV stop. STEP-CMV enforcement operations are the same as STEP-COMP above but with the following exceptions:

- Officers may not weigh the offending vehicle, inspect equipment or review driver logs while on STEP time;
- Officers must conduct document stopping at least one CMV in each enforcement hour worked.
- Officers may make additional non-CMV traffic stops while working CMV to demonstrate consistent activity, but those stops will NOT count toward the 1-stop-per-hour requirement.

**SECTION FOUR  
ADDITIONAL REQUIREMENTS**

# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### Operational Plan

Agencies will use geolocated KA (Fatal and Serious Injury) crash data from the CRIS database to establish the foundation for at least two STEP Enforcement Zones within their jurisdiction. Crash heat maps for your jurisdiction developed by the Texas Department of Public Safety's Highway Safety Operations Center (DPS-HSOC) are available by visiting [the BuckleUpTexas.com website](https://www.buckleuptexas.com) and then following the link to "TxDOT STEP Program Resources." Proposers must use the FY 2025 STEP-COMP or FY 2025 STEP-CMV mapping portal provided by the DPS-HSOC to identify and measure the locations of their enforcement zones. A comprehensive map of all the agency's requested zones and detailed maps of each zone will be uploaded to the grant proposal in the Operational Plan Enforcement Zones portion of the document. Assistance with identifying and building zones using this portal is available through the LEL program.

Every STEP-COMP and STEP-CMV agency may develop up to two Enforcement Zones per grant, however most grants will have no more than two zones. In order to qualify for additional zones, the agency must have enough enforcement hours on their grant to support the addition so a continuous presence, defined as at least 40 hours per month per zone, can be maintained in each zone throughout the life of the grant. The formula for determining the maximum number of enforcement zones is 40 enforcement hours per zone per month, or 480 enforcement hours per year per zone. Agencies need to have at least 1,200 enforcement hours on a grant in order to qualify for a third zone.

The purpose of the creation of STEP Enforcement Zones is to focus consistent high-visibility enforcement on areas with a history of high KA crashes, and zones should be developed and patrolled accordingly. Therefore, only KA crash data from the CRIS database may be used to initiate the creation of an Enforcement Zone. In the event that an agency has no KA crashes in its jurisdiction, TxDOT may approve, on a case-by-case basis, patrol zones based on other data available to the agency.

At a minimum, Enforcement Zones should be anchored by the locations of one or more KA crashes and expanded to include areas of approach in any direction and for a reasonable distance from the crash site or sites in evidence. As a rule, Enforcement Zones should cover no more than four (4) square miles, although it may take the form of any logical shape as long as that shape is bounded on all sides by intersecting roadways. For example, in a city, the Enforcement Zone may align with the street grid and be centered on high-crash intersections, whereas on a rural highway, the Enforcement Zone might encompass four contiguous miles that include the high-crash area(s), but do not include other areas outside of the highway's linear footprint.

All STEP Enforcement Zones must be approved by TxDOT prior to enforcement beginning in that zone. Identifying new Enforcement Zones after the grant begins is discouraged, and agencies may be asked to delete zones if new zones are added to maintain the maximum allowed number of zones. STEP enforcement should be used to patrol areas identified through historical crash data, not to react to short-term trends. Zones built to satisfy a short-term or temporary need will not be allowed.

# **Texas Traffic Safety Program**

## **FY 2025 Request for Proposals – STEP Grants**

### **Public Information & Education (PI&E)**

Law enforcement agencies are required to conduct PI&E activities throughout the grant period. Salaries being claimed for PI&E activities must be included in the budget, but when combined with administrative costs may not exceed 10% of the total TxDOT award.

Law enforcement agencies are required to provide a minimum number of documented PI&E activities throughout the grant period as outlined in the grant proposal. These should coincide with identified holiday mobilization periods and include appropriate motorist education efforts. For example, during the Memorial Day Mobilization period, otherwise known as Click-It-Or-Ticket, agencies should develop media opportunities focused on the importance of buckling up and properly securing children, or a similarly themed community event.

Agencies are encouraged to coordinate their PI&E efforts with their local TxDOT Traffic Safety Specialist, and when possible, agencies are encouraged to hold PI&E events inside their active Enforcement Zones to help draw media and public attention to the crash-related issues in those areas. More details on specific PI&E requirements can be found in the proposal.



**SECTION FIVE  
POLICIES & PROCEDURES**

# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or develop policies and procedures prior to a STEP grant being executed. The applicant will certify via signed cover letter appended to the STEP Policy and Procedures document uploaded into eGrants that the applying agency has such procedures contained in the uploaded document, or will develop, certify and upload STEP Policies and Procedures prior to grant execution. At a minimum, STEP Policies and Procedures must include:

- **Roles and Responsibilities** – a description of which position serves as STEP project director and a list of their main responsibilities, including detailed information for supervisory review (i.e. timesheets, activity reports, citations, etc. and how often the reviews should occur) prior to reimbursement request.
- **STEP Shifts** – a description of how the agency selects individuals to work a STEP shift.
- **Authorization to Work** – a description of how prior approval is obtained for an individual authorized to work a STEP shift.
- **Work Restrictions** – a list of any restrictions imposed on working STEP, such as limitations on the number of hours an officer can work per shift, etc.
- **Supervision** – a description of how the agency supervises officers working STEP shifts.
- **Overtime Status** – a description on how the agency determines an individual's overtime status before working STEP.
- **Documentation** – a description of how an individual's time worked on a STEP shift is documented.
- **Required STEP Documentation** – a description of the paperwork that is required after the STEP shift ends (i.e., time sheets, overtime cards, STEP daily activity reports, citations).
- **Approval Process** – a description of the process the supervisor uses to approve and document the hours worked.
- **Performance Targets** – a description of the process used to oversee the agency's performance toward meeting the grant's performance measures/target numbers.

# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### Internal Ethics and Compliance Program

Each agency will be required to undergo a review by TxDOT's Internal Compliance Program prior to grant execution. Agencies must demonstrate compliance with [Title 43 Texas Administrative Code §25.906\(b\)](#) by certifying adoption of an internal ethics and compliance program that satisfies the requirements of [Title 43 Texas Administrative Code §10.51](#) (relating to Internal Ethics and Compliance Program) prior to any grant execution.

### Pre-Award Audit

Agencies may be required to undergo a Pre-Award Audit prior to grant execution.

PROPOSAL SUBMISSION  
SECTION 2

**SECTION SIX  
PROPOSAL SUBMISSION**

# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### Schedule

The proposal process schedule includes major milestones and target due dates culminating in an executed grant agreement. The proposal submission due date is set; all others are subject to change. Any updates will be posted at

<https://www.txdot.gov/apps/eGrants/eGrantsHelp/rfp.html>.

The following table outlines the proposal schedule:

Activity / Milestone	Target Due Date
<b>Submission</b>	
Request for Proposals (RFP) Posted	11/10/2023
Proposal Submission Training for General/STEP Grants	11/15/2023
Deadline for Proposal Questions	11/29/2023 Noon
Proposal Q&A Posted	12/04/2023
Deadline for Proposal Submission	01/04/2024
<b>Negotiations</b>	
Proposal Negotiations Begin	03/20/2024
Proposal Negotiations Completed	04/10/2024
<b>Funding Approval</b>	
Funding List and Minute Order Developed	05/01/2024
Funding Approved by Transportation Commission	05/30/2024
<b>HSP Development</b>	
Annual Grant Application (AGA) Development	06/15/2024
AGA Submitted to NHTSA	07/01/2024
AGA Approved and Published	09/30/2024
<b>Award Grants</b>	
Grants Awarded, Executed and Activated in eGrants	10/01/2024

Please refer any questions or comments about this process to [Larry Krantz, TxDOT Police Traffic Services Program Manager](#).



# TRAFFIC SAFETY PROGRAM REQUEST FOR PROPOSALS FY 2025 STEP GRANTS

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## **Table of Contents**

Summary.....	4
Eligibility for Funding.....	7
STEP Project Operational Requirements.....	7
STEP-Comprehensive (COMP) Grants.....	10
Baseline Enforcement Information.....	11
Baseline KA Crash Data .....	11
STEP-Commercial Motor Vehicle (CMV) Grants .....	11
Operational Plan.....	13
Public Information & Education (PI&E).....	14
Policies and Procedures .....	16
Internal Ethics and Compliance Program.....	17
Pre-Award Audit .....	17
Schedule .....	19

# **SECTION ONE OVERVIEW**



# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### Summary

Texas' Selective Traffic Enforcement Program (STEP) is a federally funded law enforcement grant program run by the Traffic Safety Division at the Texas Department of Transportation. The goal of the STEP program is for TxDOT to develop strategic partnerships with law enforcement to reduce crashes by creating safer driving environments on Texas roadways through high-visibility engagement (HVE). Any accredited law enforcement agency in Texas is eligible for funding through STEP, though priority to receive the funds and the maximum funding TxDOT awards a given agency is based on the number and type of crashes occurring in the applicant jurisdictions as well as that agency's demonstrated ability, or in the case of first-time proposing agencies an estimated capacity, to perform the work.

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**SECTION TWO**  
**STRATEGIC TRAFFIC ENFORCEMENT PROGRAM**  
**(STEP) GRANTS**

# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### Eligibility for Funding

STEP grants provide federal funding for overtime enforcement activities conducted by Texas law enforcement agencies. Organizations eligible for STEP funds include the Texas Department of Public Safety (TxDPS), sheriff's offices, constable's offices, and local police departments.

Prior to executing a STEP-COMP or STEP-CMV grant, the agency must have:

- An approved and current overtime policy that allows for STEP enforcement to occur
- Approved and current STEP Policies and Procedures that outline the agency's administrative controls and operational concepts (see Page 16);
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### STEP Project Operational Requirements

The following items are requirements for both STEP-COMP and STEP-CMV grants:

- All enforcement activities must be initiated within, or in route to or from, an established Enforcement Zone as outlined in the grant's Operational Plan.
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# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

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**SECTION THREE**  
**GRANT TYPES & DEFINITIONS**

# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### STEP-Comprehensive (COMP) Grants

Officers conducting enforcement on a STEP-COMP grant should focus their efforts on reducing incidences of intersection-related violations, driving while intoxicated, failure to use occupant restraint systems, enforcement of state and local ordinances on cellular and texting devices and unsafe speed within the high-crash areas they identify, although any traffic-related probable cause may be used to initiate a vehicle stop. A vehicle stop may be counted toward the agency's grant performance only when initiated for infractions witnessed inside of, or in route to or from an established Enforcement Zone by the initiating officer. For purposes of documentation, each officer's Daily Activity Report should reflect the Enforcement Zone in which the stop was made, the time and specific location of the stop (i.e. 4800 block of South Broadway). The officer should run the offender's driver license for warrants, run the vehicle registration for its history, and must document taking one of the following three actions:

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- Making an arrest

Agencies will document and report the numbers of warnings, citations and arrests made on STEP time to TxDOT at the end of each month, but there will be no target numbers established for each individual element. STEP-COMP agencies will be considered to be in compliance with TxDOT performance expectations as long as they document making a minimum average of 2.5 vehicle stops per hour for each enforcement hour and show that minimum activity in each STEP enforcement hour. STEP-COMP subgrantee agencies should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which occur during the months listed in parenthesis:

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# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### Baseline Enforcement Information

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- Officers may not weigh the offending vehicle, inspect equipment or review driver logs while on STEP time;
- Officers must conduct document stopping at least one CMV in each enforcement hour worked.
- Officers may make additional non-CMV traffic stops while working CMV to demonstrate consistent activity, but those stops will NOT count toward the 1-stop-per-hour requirement.



**SECTION FOUR**  
**ADDITIONAL REQUIREMENTS**

# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### Operational Plan

Agencies will use geolocated KA (Fatal and Serious Injury) crash data from the CRIS database to establish the foundation for at least two STEP Enforcement Zones within their jurisdiction. Crash heat maps for your jurisdiction developed by the Texas Department of Public Safety's Highway Safety Operations Center (DPS-HSOC) are available by visiting [the BuckleUpTexas.com website](https://www.buckleuptexas.com) and then following the link to "TxDOT STEP Program Resources." Proposers must use the FY 2025 STEP-COMP or FY 2025 STEP-CMV mapping portal provided by the DPS-HSOC to identify and measure the locations of their enforcement zones. A comprehensive map of all the agency's requested zones and detailed maps of each zone will be uploaded to the grant proposal in the Operational Plan Enforcement Zones portion of the document. Assistance with identifying and building zones using this portal is available through the LEL program.

Every STEP-COMP and STEP-CMV agency may develop up to two Enforcement Zones per grant, however most grants will have no more than two zones. In order to qualify for additional zones, the agency must have enough enforcement hours on their grant to support the addition so a continuous presence, defined as at least 40 hours per month per zone, can be maintained in each zone throughout the life of the grant. The formula for determining the maximum number of enforcement zones is 40 enforcement hours per zone per month, or 480 enforcement hours per year per zone. Agencies need to have at least 1,200 enforcement hours on a grant in order to qualify for a third zone.

The purpose of the creation of STEP Enforcement Zones is to focus consistent high-visibility enforcement on areas with a history of high KA crashes, and zones should be developed and patrolled accordingly. Therefore, only KA crash data from the CRIS database may be used to initiate the creation of an Enforcement Zone. In the event that an agency has no KA crashes in its jurisdiction, TxDOT may approve, on a case-by-case basis, patrol zones based on other data available to the agency.

At a minimum, Enforcement Zones should be anchored by the locations of one or more KA crashes and expanded to include areas of approach in any direction and for a reasonable distance from the crash site or sites in evidence. As a rule, Enforcement Zones should cover no more than four (4) square miles, although it may take the form of any logical shape as long as that shape is bounded on all sides by intersecting roadways. For example, in a city, the Enforcement Zone may align with the street grid and be centered on high-crash intersections, whereas on a rural highway, the Enforcement Zone might encompass four contiguous miles that include the high-crash area(s), but do not include other areas outside of the highway's linear footprint.

All STEP Enforcement Zones must be approved by TxDOT prior to enforcement beginning in that zone. Identifying new Enforcement Zones after the grant begins is discouraged, and agencies may be asked to delete zones if new zones are added to maintain the maximum allowed number of zones. STEP enforcement should be used to patrol areas identified through historical crash data, not to react to short-term trends. Zones built to satisfy a short-term or temporary need will not be allowed.

# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### Public Information & Education (PI&E)

Law enforcement agencies are required to conduct PI&E activities throughout the grant period. Salaries being claimed for PI&E activities must be included in the budget, but when combined with administrative costs may not exceed 10% of the total TxDOT award.

Law enforcement agencies are required to provide a minimum number of documented PI&E activities throughout the grant period as outlined in the grant proposal. These should coincide with identified holiday mobilization periods and include appropriate motorist education efforts. For example, during the Memorial Day Mobilization period, otherwise known as Click-It-Or-Ticket, agencies should develop media opportunities focused on the importance of buckling up and properly securing children, or a similarly themed community event.

Agencies are encouraged to coordinate their PI&E efforts with their local TxDOT Traffic Safety Specialist, and when possible, agencies are encouraged to hold PI&E events inside their active Enforcement Zones to help draw media and public attention to the crash-related issues in those areas. More details on specific PI&E requirements can be found in the proposal.

**SECTION FIVE**  
**POLICIES & PROCEDURES**

# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or develop policies and procedures prior to a STEP grant being executed. The applicant will certify via signed cover letter appended to the STEP Policy and Procedures document uploaded into eGrants that the applying agency has such procedures contained in the uploaded document, or will develop, certify and upload STEP Policies and Procedures prior to grant execution. At a minimum, STEP Policies and Procedures must include:

- **Roles and Responsibilities** – a description of which position serves as STEP project director and a list of their main responsibilities, including detailed information for supervisory review (i.e. timesheets, activity reports, citations, etc. and how often the reviews should occur) prior to reimbursement request.
- **STEP Shifts** – a description of how the agency selects individuals to work a STEP shift.
- **Authorization to Work** – a description of how prior approval is obtained for an individual authorized to work a STEP shift.
- **Work Restrictions** – a list of any restrictions imposed on working STEP, such as limitations on the number of hours an officer can work per shift, etc.
- **Supervision** – a description of how the agency supervises officers working STEP shifts.
- **Overtime Status** – a description on how the agency determines an individual's overtime status before working STEP.
- **Documentation** – a description of how an individual's time worked on a STEP shift is documented.
- **Required STEP Documentation** – a description of the paperwork that is required after the STEP shift ends (i.e., time sheets, overtime cards, STEP daily activity reports, citations).
- **Approval Process** – a description of the process the supervisor uses to approve and document the hours worked.
- **Performance Targets** – a description of the process used to oversee the agency's performance toward meeting the grant's performance measures/target numbers.

# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### Internal Ethics and Compliance Program

Each agency will be required to undergo a review by TxDOT's Internal Compliance Program prior to grant execution. Agencies must demonstrate compliance with [Title 43 Texas Administrative Code §25.906\(b\)](#) by certifying adoption of an internal ethics and compliance program that satisfies the requirements of [Title 43 Texas Administrative Code §10.51](#) (relating to Internal Ethics and Compliance Program) prior to any grant execution.

### Pre-Award Audit

Agencies may be required to undergo a Pre-Award Audit prior to grant execution.

SECTION SIX  
PROPOSAL SUBMISSION

## **SECTION SIX PROPOSAL SUBMISSION**

# Texas Traffic Safety Program

## FY 2025 Request for Proposals – STEP Grants

### Schedule

The proposal process schedule includes major milestones and target due dates culminating in an executed grant agreement. The proposal submission due date is set; all others are subject to change. Any updates will be posted at

<https://www.txdot.gov/apps/eGrants/eGrantsHelp/rfp.html>.

The following table outlines the proposal schedule:

Activity / Milestone	Target Due Date
<b>Submission</b>	
Request for Proposals (RFP) Posted	11/10/2023
Proposal Submission Training for General/STEP Grants	11/15/2023
Deadline for Proposal Questions	11/29/2023 Noon
Proposal Q&A Posted	12/04/2023
Deadline for Proposal Submission	01/04/2024
<b>Negotiations</b>	
Proposal Negotiations Begin	03/20/2024
Proposal Negotiations Completed	04/10/2024
<b>Funding Approval</b>	
Funding List and Minute Order Developed	05/01/2024
Funding Approved by Transportation Commission	05/30/2024
<b>HSP Development</b>	
Annual Grant Application (AGA) Development	06/15/2024
AGA Submitted to NHTSA	07/01/2024
AGA Approved and Published	09/30/2024
<b>Award Grants</b>	
Grants Awarded, Executed and Activated in eGrants	10/01/2024

Please refer any questions or comments about this process to [Larry Krantz, TxDOT Police Traffic Services Program Manager](#).



**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, The City of Mercedes finds it in the best interest of the citizens of Mercedes, that the Texas Traffic Safety Program FY 2025 – STEP Grant be operated from 10/01/2024 to 09/30/2025; and,

**WHEREAS**, The City of Mercedes agrees to provide, if applicable, matching funds for the said project as required by the Texas Department of Transportation, Traffic Safety Division; and,

**WHEREAS**, The City of Mercedes agrees that in the event of loss or misuse of the funds, The City of Mercedes, assures that the funds will be returned to the Texas Department of Transportation, Traffic Safety Division in full; and,

**WHEREAS**, The City of Mercedes designates the Mercedes City Manager, or their designee, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Mercedes approves submission of the grant application for the Texas Traffic Safety Program FY 2025 – STEP Grant to the Texas Department of Transportation – Traffic Safety Division.

Passed and approved on this the 4th Day of January, 2024.

\_\_\_\_\_  
Oscar Montoya, Mayor

ATTEST:

\_\_\_\_\_  
Joselynn Castillo, City Secretary

Grant Number: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE  
CITY OF MERCEDES AND THE COUNTY OF HIDALGO, TEXAS  
RELATED TO EMERGENCY MEDICAL SERVICES**

**THIS AGREEMENT** is made on this the \_\_\_ day of \_\_\_\_\_, 2024 by and between the **CITY OF MERCEDES, TEXAS** (hereinafter referred to as the “**CITY**”) and the **COUNTY OF HIDALGO, TEXAS**, by and through its **Office of Emergency Management**, (hereinafter referred to as the “**COUNTY**”) pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov’t Code 791.001 et seq., hereinafter referred to as the “**Act**”, as follows:

**WITNESSETH:**

**WHEREAS**, the **CITY** is a unit of local government as defined by Chapter 791 of the Texas Government Code and is located in Hidalgo County, Texas; and

**WHEREAS**, **COUNTY** is a local government as defined by the Act, and a county in the State of Texas; and

**WHEREAS**, the safety, health and general welfare of the citizens of Hidalgo County is a common objective of both parties. Further, it is the objective of both parties to collaborate with each other to ensure the citizens of Hidalgo County have access to health care and other emergency medical services; and

**WHEREAS**, the provision of emergency ambulance services are governed under Texas Health & Safety Code and allows both **CITY** and **COUNTY** to provide such services; and

**WHEREAS**, the **COUNTY** pursuant to its authority under the law has procured emergency ambulance equipment for the provision of emergency ambulance services and now desires to contract with **CITY** to ensure the provision of emergency ambulance services to the residents of Hidalgo County and specifically Precinct #1 and the **CITY** has agreed to engage in such services for the public purpose of preserving and protecting the public health and safety of the residents of the County; and

**WHEREAS**, the parties desire that **CITY** assist with providing emergency ambulance services in and for the defined Service Area(s) as per the terms and conditions outlined herein;

**WHEREAS**, the **CITY** and **COUNTY** are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract to perform governmental functions and services under the terms of the Act.

**NOW, THEREFORE**, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. All of the above recitations are incorporated herein and fully restated.

2. COUNTY AND CITY hereby agree that this Agreement is entered into in order to ensure the provision of emergency ambulance services to residents of Hidalgo County, and specifically those located in Precinct #1, and the CITY has agreed to assist with providing such services as noted in the defined Service Area(s) map attached hereto and incorporated by reference as **Exhibit "A"**.
3. County agrees to render and provide to CITY a total of One (1) ambulance unit for use by CITY for the provisions of emergency ambulance services as outlined in this Agreement.
4. **Consideration.** As consideration for COUNTY providing the emergency ambulance units for use by CITY as described in this Agreement, CITY agrees to pay County the total amount of ten dollars (\$10.00) per unit per month during the contract term, payable against written invoice submitted by County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251. In exchange for the use of the units, CITY agrees to provide all required licensed emergency medical personnel and staffing necessary to provide emergency ambulance services within the prescribed Service Areas. CITY will further provide the additional responsibilities as further delineated in this Agreement.
  - a. As consideration for the parties fulfilling their respective public and governmental purposes, needs, objectives, and programs, CITY shall provide the Emergency Medical Services and Emergency Medical Priority Dispatching to the Service Area for no additional cost or fees to COUNTY.
5. Responsibilities of COUNTY:
  - a. COUNTY shall provide CITY a total of one (1) unit for provision of emergency medical services in the designated Service Area.
  - b. COUNTY will provide CITY with consumable medical goods with the ambulance unit(s). However, any replacement goods shall then be CITY's responsibility.
  - c. COUNTY will coordinate inspections of ambulance unit(s) provided on a quarterly basis (at a minimum).
6. Responsibilities of CITY:
  - a. CITY shall at all times maintain a valid License issued by the Texas Department of State Health Services for operation of a Mobile Intensive Care (MICU) Ambulance, Advanced Life Support and Basic Life Support Services providing services at the Paramedic Level pursuant to Texas Administrative Code 157.11.
  - b. During the term of this agreement, the CITY shall respond to calls for emergency medical assistance initiated by law enforcement in Precinct #1 and/or through the E-9-1-1 System within the Service Area.

- c. Request for emergency ambulance services initiated by anyone other than the E-9-1-1 system, or other law enforcement agencies, including fire and police departments in Precinct #1 are not covered by this Interlocal Agreement.
- d. CITY shall employ and manage the necessary personnel for the operation of an emergency communications center. Sufficient qualified personnel shall be present at all times to provide for prompt answering of telephone calls, TTYs or text messages. Although no specific number of personnel are required or imposed the CITY's staffing levels shall be such that callers shall not wait more than 3 rings before a call is answered and a person requesting emergency service shall not be placed on hold once a call has been initiated.
- e. CITY shall provide sufficient personnel, equipment and ambulances on a 24-hour basis to properly and efficiently answer and service all emergency calls that might arise within the subscriber's Service Area. For purposes of this agreement sufficient number of ambulances shall mean one (1) ALS and one (1) MICU or higher services available ambulances at all times, with comparable units available to respond when primary units are in service. The CITY will add one (1) additional ALS Ambulance to the Subscriber's jurisdiction, as necessary.
- f. CITY shall respond to all emergency calls in the Service Area within twenty (20) minutes or sooner 90% of the time or otherwise in accordance with accepted standards of care in the field. CITY will respond in a safe, reasonable and efficient manner and shall comply with all local laws and state laws governing emergency vehicles. The following guidelines shall apply to calculate response times.
  - i. For all emergency calls within the subscriber's jurisdiction or corporate limits, the response time clock shall start with the initial tone out of an active alarm.
  - ii. For all emergency calls within the subscribers jurisdiction or corporate limits, the response time clock shall end with the unit transmission of "unit has arrived on scene"
- g. As required by state law, CITY shall contract with other ambulance companies to serve as a mutual aid provider as back-up for CITY.
- h. CITY shall observe and comply with all applicable federal, state, county, and local laws, rules, ordinances and regulations which in any manner affect the provision of the services described in this agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.
- i. All motor vehicles used for the purpose of providing ambulance service shall be of the Type and Module as required by the Texas Department of State Health Services.
- j. All motor vehicles used for the purpose of providing ambulance service shall be designed and constructed to transport ill, sick or injured persons in comfort and safety and shall be maintained in clean sanitary and first-class mechanical condition at all times. All vehicles shall be in compliance with any State and Federal standards.
- k. No ambulance that has been substantially damaged or altered shall be placed in service within the Service Area.
- l. CITY shall be responsible for maintenance and repair of all vehicles, on-board communications, equipment and communications center facilities in performance of this Agreement.

- m. All ambulances must be individually identified by letter, numbers or a combination thereof, displayed on the front, sides and rear of the unit with letters or numbers at least four (4") in height and must be legible from at least 500ft.
- n. All persons employed by CITY in performing this agreement shall hold the appropriate certifications and/or licenses as required by the Texas Department of Health.
- o. CITY shall ensure the continuous and reliable availability of qualified physician medical control by radio contact with CITY field personnel. It is the responsibility of CITY to ensure that adequate medical field protocols are available at all times.
- p. CITY shall ensure medical quality control is available at all times. CITY's Medical Director shall evaluate all medial protocols and standing orders annually and purchase all controlled substances.
- q. CITY is authorized to charge for services no more than the rates prescribed under CITY's Code of Ordinances. Such rates may be approved by the CITY's governing body.
- r. In consideration of the services rendered to be rendered to patients in the Service Area, City may: (1) to bill the patients or any third party payors (insurers, Medicare, Medicaid, etc.) for the emergency medical services provided by the City to such patients; and (2) to obtain a written assignment of benefits from the patients allowing City the rights to receive payment of any claims or benefits payable for EMS services under any and all insurance policies, employee benefit or medical plans or policies (or the like) and/or third party actions against any responsible tortfeasors.
- s. CITY agrees to keep true and accurate records of its activities undertaken pursuant to this agreement. Such records shall be maintained in accordance with all applicable federal, state and local regulations and will include the following:
  - i. Quarterly reports shall be provided to County with total number of calls in the designated Service Area; and
  - ii. Total number of calls responded to in the County provided ambulance unit;
- t. CITY shall maintain sufficient liability insurance to cover the unit(s) assigned by COUNTY, naming the COUNTY as an additional insured on said policy.
- u. CITY shall maintain adequate records of maintenance and upkeep on the assigned unit(s) along with the medical equipment used in the assigned unit(s) and shall provide copies of same to COUNTY upon request.
- v. CITY shall provide notice to COUNTY of any damages or accidents sustained to the assigned unit(s) within 3 business days.
- w. Any equipment provided by COUNTY that no longer has a useful life shall be returned to COUNTY for disposition.
- x. CITY will be responsible for costs associated with any re-branding of graphics, logos and identifiers it chooses to place on the leased unit.
- y. CITY shall coordinate a monthly meeting with COUNTY, to review monthly summaries of its activities within the Service Area on or before the 15th of each month during the term of this agreement as follows:
  - i. Listing of all EMS calls for service for the previous month broken down by location/address of the call;
  - ii. Type of call;

- iii. Time the call was received, time dispatched and time of arrival;
  - iv. Any calls greater than the allotted response time will be accompanied by an explanation of delayed response
7. **Term.** The term of this Contract shall be for a one year (1) period beginning **JANUARY 01, 2024**, and terminating on, **DECEMBER 31, 2024**, (the “Termination Date”) with an option to extend for an additional three (3) one year terms at the same rates, terms and conditions, unless this Agreement is earlier terminated pursuant to the provisions herein. Extension of this Interlocal Agreement may be at the mutual written agreement of both parties.
8. **Termination.** Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other.
9. **Indemnification.** **To the extent allowed under the Constitution and laws of the State of Texas, CITY agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney’s fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.**
10. This agreement is for coverage only and not a partnership or joint venture. This interlocal agreement shall not be deemed or construed in any way as creating a joint venture, joint enterprise, partnership or any other legal arrangement or relationship between the Parties other than an interlocal cooperation contract under Chapter 791.
11. The Parties expressly agree that all services to be performed by the City under this agreement are limited to the exercise of a “governmental function” as defined by Section 101.0215 of the Texas Civil Practice & Remedies Code and Section 791.003 of the Texas Government Code; to wit, the operation of an emergency ambulance service. Tex. Civ. Prac. & Rem. Code §101.0215(18); Tex. Gov’t Code §791.003(3)(M).
12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile to the parties at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo  
Attention: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, TX 78539  
(956)318-2600

With copy to: Hidalgo County Precinct 1  
Attention: Commissioner David Fuentes  
1902 Joe Stephens Ave., Ste. 101  
Weslaco, TX 78596

If to CITY: City of Mercedes  
Attention: Mayor Oscar Montoya  
P.O. Box 837  
Mercedes, TX 78570  
(956)565-3114

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

### 13. Miscellaneous.

a. **Confidentiality.** In the event this collaborative effort requires the mutual sharing of information made confidential by the laws of the State of Texas and of the United States, information will only be exchanged as allowed by law.

14. **Liability.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties. Nothing in this agreement shall be deemed or construed as a waiver of sovereign immunity of the Parties.

a. **Dispute Resolution.** The Parties agree to mandatory participation in mediation as an Alternative Dispute Resolution process, before any action, suit, litigation or other proceeding arising out of or in any way relating to this Agreement may be commenced.

b. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

- c. **Amendment.** This Agreement may be amended or modified by the consent of both parties at any time during its term. Amendments to this Agreement must be in writing and signed by COUNTY and CITY. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding either party unless approved in writing by an authorized representative of each party.
- d. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein.
- e. **Severability.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.
- f. **Headings.** The headings used herein are for convenience only and do not limit the contents of this Agreement.
- g. **Variation of Pronouns.** All pronouns and all variations thereof will be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person, persons, or entity may require.
- h. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the Parties created hereunder are performable in Hidalgo County, Texas. The Parties hereby consent to Personal Jurisdiction in Hidalgo County, Texas.
- i. **Assignment.** This agreement may not be assigned.
- j. **Force Majeure.** Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain labor, materials or facilities. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.
- k. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.



- l. **Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents, including but not limited the Business Associate Agreement, as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
  
- m. **Non-Discrimination.** The Services and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law and/or a respective Parties' policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability, or any other protected class under law.
  
- n. **Commitment of Current Revenues.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.
  
- o. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
  
- p. **Prior Agreements.** This Agreement supersedes and terminates all previous Inter-local Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Inter-local Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Inter-local Agreement(s) is completed and payment is remitted, such previous Inter-local agreement shall terminate at such time.
  
- q. **Authorization for Agreement.** The execution and performance of this Agreement by Parties have been duly authorized by all necessary laws, resolutions, and corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

r. **HIPAA Requirements.** To the extent applicable to the Agreement, the Parties agree to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S .C. Section 1320d et seq. (“HIPAA”) and any current and future regulations promulgated under the HITECH Act or HIP AA, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 ("Federal Interlocal Cooperation Agreement- Page 10 of 11 Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 ("Federal Electronic Transactions Regulations"), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". The Parties agree not to use or further disclose any "Protected Health Information," including Electronic Protected Health Information (as those terms are defined in the HIPAA Requirements), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The Parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements. If required by such laws, the Parties shall, execute and deliver a Business Associate Agreement. The Parties agree also to comply with state laws and regulations that govern the confidentiality, privacy, security of, and electronic transactions pertaining to patient information

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS COURT ON** \_\_\_\_\_, **2024.**

**Agenda Item No.** \_\_\_\_\_

**Executive Office:** \_\_\_\_\_

**CITY OF MERCEDES**

**COUNTY OF HIDALGO, TEXAS**

\_\_\_\_\_  
Hon. Oscar D. Montoya, Mayor

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM FOR COUNTY:**  
Office of the Criminal District Attorney,  
Toribio “Terry” Palacios.

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Josephine Ramirez-Solis, ADA

**ATTEST:**

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Arturo Guajardo, Jr., County Clerk

DRAFT