

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

August 26, 2020

The Honorable Richard Cortez, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Ellie Torres, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.


I, Maria Arcilia Duran, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of Transportation (TXDOT). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$478,654.00	CTIF_02_109 Hidalgo County 2020 CTIF

CERTIFIED BY:



Maria Arcilia Duran, CPA
Hidalgo County Auditor



Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 82ND D.C. FERNANDO NARCIZI JUDGE, 83RD D.C. J. R. "BOBBY" FLORES JUDGE, 139TH D.C. ROSE GUERRA REYNA JUDGE, 205TH D.C. MARLA CUELLAR JUDGE, 275TH D.C. MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER LETICIA LOPEZ JUDGE, 389TH D.C. L. KENO VASQUEZ JUDGE, 398TH D.C. ISRAEL RAMON, JR. JUDGE, 430TH D.C. RENE R. BETANCOURT JUDGE, 449TH D.C. YSMAEL D. FORSECA JUDGE, 464TH D.C.



Department of Budget & Management

2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025
Fax: (956) 292-7034

Sergio Cruz
Budget Officer

www.co.hidalgo.tx.us

MEMORANDUM

To: Maria Arcilia Duran, CPA, County Auditor

From: Sergio Cruz, Budget Officer *SC*

Date: August 26, 2020

Subject: Certification of Revenues 2020 CTIF Grant

Cc: Linda Fong, First Assistant Auditor
Deborah Fischer, Grants Accounting Supervisor
Merlen Munoz, Budget Analyst

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to the CTIF Grant awarded and accepted on 7/28/2020 (AI-76609) in the amount of \$478,654.00.

Attached please find the executed agreement for your records. AI-77071 has been created for Commissioners' Court approval scheduled for September 1, 2020 Agenda.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

AI-77071

Budget and Management
44. C. 1.

CC REGULAR AGENDA SPECIAL
MTG

Budget Appropriations

Meeting
Date: 09/01/2020

Submitted Sergio Cruz, BUDGET & MANAGEMENT
For:

Submitted Merlen P. Munoz, BUDGET & MANAGEMENT
By:

Department: BUDGET & MANAGEMENT

Information

CAPTION

CTIF Grant (1312):

Approval of certification of revenues as certified by the County Auditor for the County Transportation Infrastructure Fund (CTIF) Grant Program in the total project amount of \$531,838.00 and appropriation/interfund of the same.

BACKGROUND

7/28/20 AI-76609 Acceptance of Grant Award and Approval of Grant Agreement

Fiscal Impact

CALENDAR YEAR: 2020 ACCT. #: 0-1312-431-00-121-XXX-0-721

FUNDS AVAILABLE Y/N?: Y,pending MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Funds available pending certification of grant award by County Auditor's Office. pending county 10% match to be identified by Pct 1.

Total Project - \$531,838.00

TXDOT Grant Award - \$478,654.00

County Match (10%) - \$53,184.00

Attachments

Executed Grant Agreement

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	08/25/2020 02:11 PM
Budget & Management	Veronica Ortiz	08/25/2020 04:27 PM
Final Approval		
Form Started By: Merlen P. Munoz		Started On: 08/25/2020 01:38 PM

Contract # CTIF_02_109
District # 21
Code Chart 64 # 50109
Project: Hidalgo County 2020 CTIF Award

STATE OF TEXAS §

COUNTY OF TRAVIS §

**COUNTY TRANSPORTATION
INFRASTRUCTURE FUND GRANT AGREEMENT**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and Hidalgo County, acting by and through its duly authorized officials, called the "County."

WITNESSETH

WHEREAS, Transportation Code, Chapter 256, Subchapter C allows for the Texas Department of Transportation to make grants to counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production; and

WHEREAS, The County has submitted its application for the Grant funding from the State and its application was approved; and

WHEREAS, state law requires counties to meet certain contract standards relating to the management and administration of State funds; and

WHEREAS, the Governing Body of the County has approved entering into this agreement by resolution or ordinance which is attached to and made a part of this agreement as Attachment A; and

NOW THEREFORE, the State and the County agree as follows:

AGREEMENT

1. Agreement Period. This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Projects are completed or unless terminated as provided below.

2. Scope of Work. The County shall complete the transportation infrastructure projects as proposed in its List of Transportation Infrastructure Projects defined in 3. below. The County shall place the transportation infrastructure projects on the county road system.

3. List of Transportation Infrastructure Projects. The County is responsible to review the list of projects listed on its previously submitted application for a grant from the fund and create a List of Transportation Infrastructure Projects prioritizing its choice of projects which can be performed with the grant amount awarded to the County by the State. Within thirty calendar days after final execution of this agreement, the County shall submit to the State this List of Transportation Infrastructure Projects (in a format specified by the State). This List of Transportation Infrastructure Projects shall include an estimated month and year of starting construction and completing construction for each funded project including the estimated project cost for each project. During the term of this agreement, updates to the List of Transportation Infrastructure Projects may be made by the County. Updates can include changes in priority, changes in estimated cost, changes in month or year of starting or

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completing construction, or adding or deleting projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the application for a grant from the fund. Updated List of Transportation Infrastructure Projects or a statement of no material change to the previously submitted list shall be submitted to the State no less than semi-annually. Any update to the List of Transportation Infrastructure Projects requires written concurrence from the State to the County.

4. Project Sources, Uses of Funds, and Reimbursement.

- a. The State has authorized the total amount of grant award from the fund as shown in Attachment B, Amount of Grant Award and Funding Commitments, which is attached to this agreement. The expected cash contributions from the State, the County, or other parties are shown in Attachment B. The State will reimburse only for allowable project costs for this program in accordance with 43 TAC § 15.192. The County must be in compliance with the requirements of this agreement to receive reimbursement of project costs.
- b. The County shall submit monthly billing statements or a statement that no construction or maintenance work was performed during the previous month, in accordance with procedures defined by the State, accompanied by a certification of work performed during the previous month. Along with the billing statements submitted by the County, it shall submit copies of all paid invoices and/or force account documentation. Within thirty (30) days of receipt of a complete billing statement and supporting documentation, the State will reimburse the County.
- c. The County shall not commence construction of a funded transportation infrastructure project prior to receipt of written approval from the State in accordance with procedures defined by the State.
- d. If the County commences performance on a transportation infrastructure project but fails to complete the project, the State may seek reimbursement of all money received by the County for that individual transportation infrastructure project.
- e. For each transportation infrastructure project located on the State highway system, the County shall contribute to the State (from the amount awarded to the County from the fund and the County's matching funds) an amount equal to the allowable costs incurred by the State for that project, such as inspection of the project and any other indirect State costs.
- f. The County may submit in writing to the State a proposed amendment during the term of this agreement changing the order of projects on its List of Transportation Infrastructure Projects or identifying additional project(s) or extended limits on an approved project that contains all information required by rule for that project. If funds are available within the amount awarded to the County, the State may execute the proposed amendment allowing the County to use the available funds in the revised order, for the additional project(s), or for extended limits on an approved project in the County.
- g. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit

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or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

5. Project Responsibilities. The County is responsible for all aspects of the work constituting this Project or projects appearing on the list provided by the County unless otherwise indicated in this agreement. In order to obtain reimbursement for eligible expenses from the State, the County shall certify to the State in accordance with procedures defined by the State that it has complied with all program requirements and applicable federal, state, and local laws and regulations.

6. Final Inspection. The County shall perform final inspection and acceptance of each transportation infrastructure project when it is complete. The County shall send a copy of a document evidencing inspection and acceptance of the project to the State within thirty days after the inspection is completed.

7. Right of Way and Real Property Acquisition. The County shall comply with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601et seq.

8. Suspension. If the State determines that the County has not been complying with 43, TAC, Part I, Chapter 15, Subchapter O, the State may prohibit the County from continuing with all projects on the List of Transportation Infrastructure Projects until the County complies.

9. Termination of this Agreement. This agreement shall remain in effect until the transportation infrastructure projects identified in the most current List of Transportation Infrastructure Projects with concurrence from the State are completed and accepted by all parties, or:

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated because the County has breached the agreement for Failure to Comply, as stated in Paragraph 16; or
- c. a period of five years has passed since the anniversary date of the grant award to the County.

10. Environmental Permitting and Regulatory Issues.

- a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
- b. The County is responsible for coordination and environmental clearance.
- c. The County is responsible for identification and assessment of any environmental problems associated with the project(s) and for the cost of any environmental problem's mitigation and remediation.
- d. The County is responsible for providing any required public meetings or public hearings for assessing and mitigating environmental issues.
- e. The County shall provide the State with written certification by a qualified professional that all identified environmental problems have been remediated and that all required permits and clearances from appropriate regulatory agencies have been obtained.

11. Compliance with Texas Accessibility Standards and ADA. The County shall ensure that the plans for and the construction of the transportation infrastructure projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Texas Government Code, Chapter

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469, Elimination of Architectural Barriers. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.). The County shall provide written certification to the State of compliance, or non-applicability, for each transportation infrastructure project.

12. Project Maintenance. The County shall maintain any roadway on the County system constructed under this Agreement after completion of the proposed work.

13. Historically Underutilized Business (HUB) Program Requirements. The County shall comply with all applicable requirements of the Comptroller of Public Accounts (CPA) Historically Underutilized Business (HUB) Program.

14. Grant Management Standards. The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 34 TAC Part 1, Chapter 20, Subchapter I – Comptroller.

15. Certification.

Within sixty (60) days after the completion of a listed transportation infrastructure project, the County must submit a written certification to the State in accordance with procedures defined by the State that it has complied with the requirements for this grant awarded under 43 TAC, Part 1, Chapter 15, Subchapter O, including a certification that the project has been constructed in accordance with all applicable requirements, laws, rules and requirements. The Certification must describe the allowable costs for the project and the amount reimbursed from the fund.

16. Failure to Comply.

- a. If the State determines that the County has not complied with one or more material requirements of the grant rules, the State may prohibit the County from participating in the program.
- b. The prohibition from participating may continue until the State determines that the County has complied with all material requirement of the applicable rule.
- c. The State may remove the County's project or projects from participation in the program if the project(s) is not let or begun as force account work within three years of the execution of this agreement or within another reasonable period agreed to by the State and the County.
- d. Prior to exercising any remedies above or the remedy regarding reimbursement in 4.d., the State will provide a written notice to the County identifying the applicable requirement and specifying the failure to comply.
- e. The County may respond in writing to the State with a reasonable schedule for the County's timely compliance with the applicable requirement, or if compliance is not practical, with an alternative proposal that is acceptable to the State. Should the County fail to deliver an acceptable response to the State within thirty days after the date that the County received the notice, the State may proceed with the applicable remedies allowed by rule.

17. Amendments. An amendment to this agreement must be in writing and executed jointly by the State and the County.

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18. Remedies. This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

19. Notices. All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

County:	State:
<u>County of Hidalgo</u>	<u>Texas Department of Transportation</u>
<u>ATTN: County Judge</u>	<u>Director – Contract Services</u>
<u>PO Box 1356</u>	<u>125 E. 11th Street</u>
<u>Edinburg, TX 78540</u>	<u>Austin, Texas 78701-2483</u>

All notices shall be deemed given on the date delivered or deposited in the regular mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and the request shall be honored and carried out by the other party.

20. Legal Construction. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

21. Responsibilities of the Parties.

- a. The State and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the County agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the County, its contractors, subcontractors, agents and employees, and from any claims or amounts arising or recovered under the Workers' Compensation Laws; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or enterprise, then the County agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this Project.

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- d. ***The County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting any claim or liabilities which may be imposed on the State as a result of activities by the County, its agents, or employees.***
- e. ***Should the County's transportation infrastructure project require the County or its contractor to perform any work on State right of way, the County, by contract, shall require each:*** (1) contractor and subcontractor it may hire to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) ***contractor it may hire to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under a contract to do work.***
- f. If at any time after the award of funding to the County for any approved infrastructure project the County receives other funding for the work or uses other County funding for the work, the County shall notify the State of that fact within 45 days after becoming aware of the new funding. The State may, in its discretion, reduce the amount of the grant award to the County by the amount received from the other source.

22. Ownership of Documents. Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the County shall be made available to the State upon request by the State. The originals shall remain the property of the County.

23. Compliance with Laws. The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, permitting requirements, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.

24. Sole Agreement. This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

25. Retention of Records and Inspection. The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make those materials available to the State or its duly authorized representatives for verification, review, and inspection at its office during the contract period and for seven years from the date the final payment is received by the County or until any impending litigation or claims are resolved.

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26. Signatory Warranty. Each signatory warrants that the signatory has the necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE COUNTY

DocuSigned by:
Richard F. Cortez
48D14348AA2D4D3...

Signature

Richard F. Cortez, County Judge

Printed Name and Title

8/7/2020

Date

THE STATE OF TEXAS

DocuSigned by:
Kenneth Stewart
71CDAB0FD38C408...

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Title

8/10/2020

Date

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ATTACHMENT A

Resolution or Ordinance

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

FILED
AT 2:45 O'CLOCK P.M.

JUL 29 2020

ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY TEXAS
BY *[Signature]* DEPUTY

RESOLUTION No. 76609

**RESOLUTION BY THE COUNTY OF HIDALGO COMMISSIONERS' COURT
AUTHORIZING THE EXECUTION OF THE COUNTY TRANSPORTATION
INFRASTRUCTURE FUND GRANT AGREEMENT, AND DESIGNATION OF
AUTHORIZED REPRESENTATIVES TO SIGN ALL OTHER DOCUMENTATION
RELATED TO THE GRANT.**

WHEREAS, County of Hidalgo applied for grant funds under the County Transportation Infrastructure Grant Program and the Texas Department of Transportation (TxDOT) awarded the County of Hidalgo with a total eligible grant award of \$478,654.00; and,

WHEREAS, before receiving any allowable reimbursements from the eligible grant amount, the County of Hidalgo must enter into a grant agreement with TxDOT.

NOW, THEREFORE, BE IT RESOLVED, that the County of Hidalgo Commissioners' Court authorizes the County Judge to execute the County Transportation Infrastructure Fund Grant Agreement.


BE IT FURTHER RESOLVED that the County of Hidalgo Commissioners' Court authorizes the County Judge and County Auditor to sign all invoices, certifications, and any other necessary documentation related to the County Transportation Infrastructure Grant Program.

PASSED AND APPROVED this 28th day of July, 2020.

[Signature]
Richard F. Cortez
County Judge

ATTEST:

[Signature]
Arturo Guajardo, Jr.
County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 7-28-20 *[Signature]*

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ATTACHMENT B

Amount of Grant Award and Funding Commitments

County of: Hidalgo

Amount of Grant Funds Awarded by State: \$ 478,654

Minimum amount of County Matching Funds*: \$ 53,184

* The State Share will be 90% for those counties determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 10% county matching funds. The State Share will be 80% for those counties not determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 20% matching funds.