



Texas Department of Transportation

P. O. BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

July 3, 2013

RECEIVED

JUL 08 2013

COUNTY JUDGE

The Honorable Ramon Garcia
Hidalgo County Judge
PO Box 1356
Edinburg, TX 78540

REF: Executed First amended Agreement to Contribute Right of Way funds

County: Hidalgo
Project: FM 493
Limits: From: Champion Street to: US 281
ROW CSJ: 0863-01-057

Honorable Judge Garcia,

Enclosed find one (1) fully executed First Amended Agreement to Contribute Right of Way Funds for the above referenced right of way acquisition project for your files.

The State has been released to proceed with the acquisition of the needed right of way for the above subject project. As per the Hidalgo County agreement, the State will acquire the needed right of way for the project. We have contracted with an out source consultant to acquire the needed right of way and our ROW staff be responsible for monitoring the acquisition process and ensuring that the required acquisition procedures are adhered to and to provide technical assistance to the consultant as needed

We thank you for your continued cooperation towards the improvement of the Highway System in the State of Texas.

If you have any questions or concerns, please feel free to call me at (361) 808-2293 or Jesse Esquierdo at 956-702-6174.

Sincerely,


Nelda R. Eureste
South R/W Project Delivery Right of Way Manager

NRE;jre

Enclosure

County Hidalgo county
District Pharr District (21)
ROW CSJ # 0863-01-057
CCSJ # 0863-01-047
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

FIRST AMENDED AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS

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

WITNESSETH

WHEREAS, the State and Local Government previously entered into that certain Contractual Agreement for Right of Way Procurement – Local Government executed by the State on April 26, 2011 ("Original Agreement"); and

WHEREAS, the State and Local Government agree to modify the terms of the Original Agreement as set forth below in this Agreement; and

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 493 from Champlon Street to US 281(all except Parcels 1,3,4,7,8,9,108 and 127 that are within the city limits of the City of Donna), and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities, called the "Project"; and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated April 23rd, 2013 which is attached to and made a

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part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do 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 Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A.** The agreement is terminated in writing with the mutual consent of the parties;
- B.** The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C.** The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A.** The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall contribute to the State the amount shown in Attachment C for its percentage of the total cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B.** In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- C.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of*

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Transportation. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D.** The total cost of the right of way acquired by the State shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal, or adjustment of eligible utilities.
- E.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- F.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another agreement with approval by appropriate personnel of the Local Government. If the Local Government contributes real property under this agreement, this refund provision is subject to the limitation described below in Article 4 (Real Property in Lieu of Monetary Payment).
- G.** The State will not pay interest on any funds provided by the Local Government.
- H.** In the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- I.** If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- J.** If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

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4. Real Property in Lieu of Monetary Payment

- A.** Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B.** The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.
- C.** Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D.** In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. 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, to the following addresses:

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Local Government:	State:
<hr/> Honorable Judge, Ramon Garcia Judge, Hidalgo County <hr/>	Director of Right of Way Division Texas Department of Transportation
<hr/> P.O. Box 1356 <hr/>	125 E. 11 th Street
<hr/> Edinburg, TX 78540 <hr/>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by 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 that request shall be honored and carried out by the other party.

7. 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.

8. Legal Construction

If 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.

9. Responsibilities of the Parties

The State and the Local Government 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.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, 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 Local Government shall furnish the State with satisfactory proof of this compliance.

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11. 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.

12. 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 Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

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

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

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16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under

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18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

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D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

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

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Ramon Garcia
Signature

Ramon Garcia
Typed or Printed Name

Honorable Judge of Hidalgo County
Title

5-9-13
Date

Approved by Commissioners' Court
on 4/23/13 RW

THE STATE OF TEXAS

John P. Campbell
John P. Campbell, P.E.
Director, Right of Way Division
Texas Department of Transportation

6-19-13
Date

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**ATTACHMENT A
RESOLUTION OR ORDINANCE**

**See attached minutes from
Hidalgo County Commissioners Court
Marked Special Meeting of April 23, 2013**

April 23, 2013

SPECIAL MEETING - April 23, 2013

BE IT REMEMBERED, that on this 23rd day of April A.D., 2013, there was begun and held a **REGULAR MEETING** of the **Honorable Commissioners' Court of Hidalgo County, Texas**, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and **ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS COURT** of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

DATE April 24, 2013
A true copy I certify
ARTURO GUAJARDO, JR.
Clerk, Hidalgo County, Texas
Arturo Guajardo, Jr. Deputy

April 23, 2013

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote to approve the one year extension for all items listed under 18.H.

Vote: 3 - 0 - Unanimously

17. Right of Way - Joe Pena:

A. Authorization for County Judge to sign Closing Documents for FM 881/ FM 2221 Project, Parcel 31. Approved by Commissioners Court on February 15, 2013.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

18. Precinct #1 - Comm. Cuellar:

A. Requesting approval of Amendment to Interlocal Cooperation Agreement between City of Mercedes and County of Hidalgo for the Mile 2 West Project.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

19. Precinct #3 - Comm. Flores:

A. Requesting approval to process the following invoices a claim with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor. PO # 826224 and PO #825225

Vendor	Invoice #	Date	Amount
L&G Consulting Engineers	11324402	03-31-2013	\$84,375.62
L&G Consulting Engineers	11324401	03-31-2013	\$50,185.60

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval. *April 24, 2013*

Vote: 3 - 0 - Unanimously

A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By *[Signature]* Deputy

20. Budget & Management - Sergio Cruz:

A. Pct. 1 TXDOT (1315)
1 Approval to accept the revised agreement for FM 493 (from US Bus. 83 to US 291) from TXDOT and rescind prior agreement. This revised agreement will decrease the local participation rate from 10% to 1 2%. Ref ROW CSJ-0863-01-057 and Construction CSJ-0863 01-047

April 23, 2013

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS, the Board made a UNANIMOUS vote of approval.
Vote: 3 - 0 - Unanimously

2. Approval to submit payment to TXDOT in the amount of \$17,778.00, with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS, the Board made a UNANIMOUS vote of approval.
Vote 3 - 0 - Unanimously

3. Approval of Second Amendment and Restatement of Interlocal Cooperation Agreement between the County of Hidalgo and City of Donna, Texas concerning certain improvements to FM 493 from Champion St. south to US Highway 281.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval, subject to legal review.

Vote: 3 - 0 - Unanimously

B. Salary Schedule Changes:

1. Sheriff's Office (1100):

a. Approval to authorize clothing allowance as follows, effective 01/01/13.

Slot No.	Position Title	Allowance	Budgeted Amount
0028	Sergeant (Step I)	Clothing	\$500.00
0052	(Sr.) Deputy Sheriff (Step II)	Clothing	\$500.00

b. Approval of interdepartmental transfer.
c. Approval of revised salary schedule.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve items 20 B.1 a, b & c., effective April 23, 2013.

Vote: 3 - 0 - Unanimously

21. Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

DATE April 19

A true copy I certify

ARTURO GUAJARDO, JR.

County Clerk, Hidalgo County, Texas

By [Signature] Deputy

April 23, 2013

There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 23rd day of April, 2013

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: Priscilla Torres
Priscilla Torres, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on April 23, 2013.

Signed this 23rd day of April, 2013

ATTEST
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County



Priscilla Torres
(Seal) Priscilla Torres, Deputy

DATE April 24, 2013

A true copy I certify

ARTURO GUAJARDO, JR.

County Clerk, Hidalgo County, Texas

Priscilla Torres Deputy

**Standard Agreement to Contribute
State Performs Work
EDC Adjustment
Attachment C**

Description	Total Estimated Cost	State Participation			Local Participation		
		% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Right of Way Acquisition	\$1,281,600	90%	98.8%	\$1,268,122	10%	1.2%	\$16,378
Reimbursable Utility Adjustments	\$200,000	90%	98.8%	\$197,600	10%	1.2%	\$2400
Joint Bid Reimbursable Utility Adjustments	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	0%	\$0	0%	0%	\$0
TOTAL	\$1,481,600	90%	98.8%	\$1,463,722	10%	1.2%	\$17,778

Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on October 29, 2009 by virtue of attached Minute Order No. 112018, and approved a 88 percent adjustment to the required 10 percent local participation for this project. Also attached are completed Affidavit and EDC Program Information Sheet.

This is an estimate. The final amount of Local Government participation will be based on actual costs.



Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 76577-1717 • (956) 702-6100

August 2, 2010

Honorable Rene Ramirez
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

**RE: EDCP Application for FM 493 Reconstruction and Widening, CBJ (0663-01-047),
from Champen St. to US 281**

Dear Judge Ramirez:

Your application (attached) for an Economically Disadvantaged County Program (EDCP) adjustment to the required local participation for the referenced project has been approved. The adjustment is detailed below. These adjusted local participation percentages have been reflected in the project agreement.

Project Component	Usual Local Participation	Adjustment Percentage	Adjusted Local Participation
Right of Way	10%	88%	1.2%
Eligible Utilities	10%	88%	1.2%

Should you have any questions regarding this reduction call Jody Ellington, Director of Transportation Planning and Development or me at (956) 702-6100. As always, we look forward to working with you toward the implementation of this project.

Sincerely,


Mario E. Lopez, P.E.
District Engineer

Attachments

cc: **Juan Noriega, P.E.**
Hector Gonzalez, P.E., Pharr Area Office
FILE

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

**FY 2010 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM
INFORMATION SHEET**

COUNTY Hidalgo APPLICANT Hidalgo County

District Contact Information

Name: Stefano R. Salinas Telephone: 956-783-9181

If the project is an "OFF-SYSTEM" project, is the project in the United Transportation Program (UTP) and have a local funding agreement in place, or in a District Bond Finance Program?

(Circle as appropriate) YES or NO

If the applicant is a CITY within an eligible county, please answer the two following questions:

Q 1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

Q 2 Population (2007 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS	Completed
DATE	08/27/07
ADDITIONAL LEAD TIME DATE	Apr. 2011

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits from and to

FM 281
From Channing Road
To US 281

PROJECT SCOPE - Give type of work

Resurfaced and Add Shoulder

ADJUSTMENT RATIONALE - Give reason why the adjustment is needed

The unemployment and poverty rates of Hidalgo County are high. Meeting the needs of basic necessities along with addressing the infrastructure demands places a heavy burden on the County. We therefore request a reduction in our match for this project.

ANTICIPATED PROJECT COSTS/REQUIREMENTS AT FUNDING GOVERNMENT

Total Adjustment - 00				
1. Project Component	2. Est. Total Cost (\$)	3. Local Participation (\$)	4. Est. Required Local Match (\$)	5. Local Participation After Adjustment (\$)
RESURFACING AND SHOULDER	1,200,000	240,000	1,200,000	240,000

Approved by [Signature] Date 7/29/11

AFFIDAVIT

The State of Texas,

County of Hidalgo

Before me, Monica Badillo, a notary public in and for the State of Texas, on this day personally appeared Rene A. Ramirez, who being by me duly sworn, upon oath says:

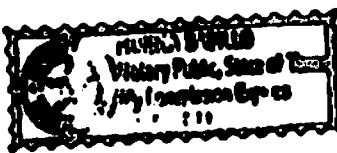
Rene A. Ramirez, representing the city/county of Hidalgo, having been duly elected on 11-3-09 and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

[Signature]
Signature

6/29/10
Date

Subscribed and sworn to before me, by the said Rene A. Ramirez, this 29th day of June, 2010, to certify which witness my hand and seal of office.

My commission expires 4-21-2011



Monica Badillo
Official Signature

Monica Badillo
Printed or stamped name of Notary

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

Page 1 of 1

VARIOUS Districts

Transportation Code, §222.053, defines an "economically disadvantaged county" as a county that has, in comparison to other counties in the state: (1) below average per capita taxable property value; (2) below average per capita income, and (3) above average unemployment.

Transportation Code, §222.053 directs the Texas Transportation Commission (commission), when evaluating a proposal for a highway project in a political subdivision that consists of all or a portion of an economically disadvantaged county, to adjust the minimum local matching funds requirement after evaluating the political subdivision's effort and ability to meet the requirement. The commission is also required to certify a county as an economically disadvantaged county on an annual basis as soon as possible after the comptroller reports on the economic indicators listed above.

43 TAC §15.55 establishes the criteria that the commission will consider in determining the adjustment to the local matching funds requirement and a local government's effort and ability to meet the requirement.

The Comptroller of Public Accounts has provided the data needed to determine the counties eligible for the Economically Disadvantaged Counties Program for 2010. The counties' efforts and ability to provide a local match has been considered using the criteria set forth in 43 TAC §15.55 Exhibit A lists the eligible counties and their respective recommended local match adjustments.

IT IS THEREFORE ORDERED that the 2010 list of counties eligible for the Economically Disadvantaged Counties Program, as shown in Exhibit A, is certified and the local match adjustment for each county is established.

Submitted and reviewed by:


Director, Transportation Planning
and Programming Division

Recommended by


Executive Director

112018 OCT 29 09

Minute Date
Number Passed

EXHIBIT A

Economically Disadvantaged Counties FY 2010

FY 2010 Eligible Counties	Adjustment %
Anderson	69
Baltoy	67
Bee	73
Bosque	42
Briscoe	40
Brooks	65
Caldwell	78
Cameron	71
Cass	58
Cherokee	62
Childress	95
Coke	62
Concho	73
Dawson	66
Delta	83
Dimmit	81
Donley	63
Duval	87
El Paso	52
Falls	89
Fannin	66
Frio	67
Grayson	53
Grimes	51
Hale	62
Hall	79
Henderson	61
Hidalgo	68
Hill	58
Houston	60
Hudspeth	58
Hunt	57
Jasper	62
Jones	74
Karnes	84

FY 2010 Eligible Counties	Adjustment %
Kaufman	53
Kinney	78
Lamar	62
La Salle	70
Madison	66
Marion	67
Matagorda	33
Maverick	81
Mitchell	70
Monte	29
Navarro	64
Newton	72
Presidio	83
Rains	67
Red River	77
Reeves	64
Runnels	73
Sabine	43
San Augustine	78
San Jacinto	65
San Patricio	25
San Saba	68
Sarr	85
Seisher	73
Terry	62
Trinity	68
Tyler	68
Uvalde	64
Val Verde	60
Walker	75
Webb	67
Witacy	84
Wood	49
Zavala	66

Cities within an Economically Disadvantaged County may receive higher percentage adjustments beyond their respective county's adjustment under two conditions. If they have a local economic development sales tax and their population is less than 6000. An adjustment can not exceed 85% or be less than 15%.