



P.R. Avila <patricio.avila@co.hidalgo.tx.us>

**Re: Revised interlocal agreement info**

1 message

**Josephine Ramirez** <josephine.ramirez@da.co.hidalgo.tx.us> Thu, Jul 21, 2022 at 9:18 AM  
To: Amanda Agueros <amanda.agueros@co.hidalgo.tx.us>  
Cc: "P.R. Avila" <patricio.avila@co.hidalgo.tx.us>, "Garza, Victor" <victor.garza@da.co.hidalgo.tx.us>, "barco, antonio" <antonio.barco@co.hidalgo.tx.us>

Attached are the draft agreements for both 2015 and 2016. I have included the additional language at paragraph 7 since we talk about procurement there. However, please note that we have general 2 CFR 200 language that we include in all of our agreements at paragraph 20. So either way, I think we are good to go.

Let me know if you have any questions or any revisions so that I may forward these drafts on to Drainage District counsel. Thanks

**Josephine Ramirez Solis**

*Assistant Criminal District Attorney*

Chief - Civil Division

**Office of Criminal District Attorney**

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

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[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

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On Thu, Jul 21, 2022 at 8:35 AM Amanda Agueros <amanda.agueros@co.hidalgo.tx.us> wrote:

Ms Josie,

Good morning. I was going to call you this morning but your extension was set to DND so I hope emailing is just fine and not too long winded. I apologise for the delayed response. I reviewed the Interlocal Agreement and it looks great. There is one addition that needs to be included as a stipulation for the Drainage District and getting this answer from

our GLO rep was what caused my delayed response. Our rep confirmed that the Interlocal Agreement needs to also state that the Drainage District must follow 2 CFR part 200.318 through 200.327 with regards to the procurement of any supplies, materials, third-party services, etc. for it to count towards their local contribution/match. The GLO Implementation Manual states the following language:

"The Texas General Land Office Community Development and Revitalization (GLO-CDR) has adopted 2 CFR 200.317 as it relates to the administration of CDBG-DR and CDBG-MIT programs. As such, CDBG-DR and CDBG-MIT subrecipients are required to follow the federal procurement requirements found in 2 CFR 200.318 through 200.327." It can be argued that because the DD is not requesting reimbursement from GLO, that they do not have to follow such guidelines, however; our GLO representative did stress that anything that touches or is part of the grant must comply with these procedures. Just in case anyone says otherwise. I have attached Chapter 5: Procurement from the GLO Implementation Manual hereto for your reference.

Additionally, I wanted to explain why the figures on the contract do not match the figures I sent you. The DD submitted the figures that appear in the contract and was later asked for detailed breakdowns of those figures by the GLO and once we finally got those, the figures themselves had changed. Nevertheless, GLO did accept them and those adjusted figures are the ones we are going with. Also the amounts for Acquisition were eliminated completely due to the fact that the DD has already completed this portion.

Should you have any questions or need any additional information, please do not hesitate to contact me at the number listed below. Thank you for your time and assistance with this matter.

Sincerely,

**Amanda Agueros**

Monitor II

Hidalgo County Urban County Program

1916 Tesoro Street

Pharr, Texas 78577

Phone: (956) 787-8127

Fax: (956) 318-2988

On Tue, Jul 19, 2022 at 9:35 AM Josephine Ramirez <[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)> wrote:

PR

Attached is a proposed agreement for the 2016 GLO project. Pay attention to the attached Exhibit "B" which will be the "statement of work" - i.e. what DD will be contributing to the project. I incorporated the information Amanda had provided. However, please review it because it doesn't match up with the grant award document/contract that DD had sent over. I just want to make sure the information is correct before sending the agreement over to Drainage District Council for review. Also, once everyone is on the same page, we will incorporate the changes for the 2015 project.

THanks

**Josephine Ramirez Solis**

*Assistant Criminal District Attorney*

Chief - Civil Division

**Office of Criminal District Attorney**

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On Tue, Jul 12, 2022 at 9:06 AM P.R. Avila <[patricio.avila@co.hidalgo.tx.us](mailto:patricio.avila@co.hidalgo.tx.us)> wrote:  
Ms. Ramirez,

As per your request, attached is the information as discussed in reference to GLO 2015-MIT and GLO 2016-MIT.

If you have any questions or need further information, please let me know. Thanks.

Thank you,

**P.R. Avila II**  
**Director**

Hidalgo County - Urban County Program

[1916 Tesoro St.](#)  
[Pharr, TX 78577](#)

Telephone: (956) 787-8127



The interlocal agreement between Urban County Program (UCP) and Hidalgo County Drainage District No. 1 (HCDD#1) will need to detail the commitments made by HCDD#1. All documentation that supports these commitments, as required by the Texas General Land Office (GLO), including Force Account Labor documentation for Environmental and Engineering services by HCDD#1 staff as well as that for equipment used and detailed/complete invoices for third party services (e.g. construction oversight). It would be good for the interlocal agreement to note that the commitments made by the HCDD#1 were a determining factor for why the grants were awarded to the County and that they need to be met, to the dollar, or repayment to the GLO will be likely.

**GLO 2015 HUD Mitigation Competition**

- Administration - UCP to contribute \$53,814.76 for grant administration (timesheets, logs & Force Account Labor documentation required from UCP)
- Environmental - HCDD#1 to contribute \$9,309.82 for preparation of the Environmental Assessment (timesheets, logs & Force Account Labor documentation required from HCDD#1)
- Engineering - HCDD#1 to contribute \$54,366.25 for professional engineering services (timesheets, logs & Force Account Labor documentation required from HCDD#1)

Construction - HCDD#1 to contribute \$318,984.44 for Construction Management via third party (invoicing and weekly/bi-weekly reports required from HCDD#1 and 3rd party)

**GLO 2016 State Mitigation Competition**

Administration - UCP to contribute \$53,814.76 for grant administration (timesheets, logs & Force Account Labor documentation required from UCP)

Environmental - HCDD#1 to contribute \$8,278.74 for preparation of the Environmental Assessment (timesheets, logs & Force Account Labor documentation required from HCDD#1)

Engineering - HCDD#1 to contribute \$71,545.05 for professional engineering services (timesheets, logs & Force Account Labor documentation required from HCDD#1)

Construction - HCDD#1 to contribute \$322,174.83 for Construction Management via third party (invoicing and weekly/bi-weekly reports required from HCDD#1 and 3rd party)

Should you have any questions or need any additional information, please do not hesitate to contact me at the number listed below. Thank you for your time and assistance with this matter.

Sincerely,

**Amanda Agueros**

Monitor II

Hidalgo County Urban County Program

1916 Tesoro Street

Pharr, Texas 78577

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Fax: (956) 318-2988

----- Forwarded message -----

From: **Amanda Agueros** <[amanda.agueros@co.hidalgo.tx.us](mailto:amanda.agueros@co.hidalgo.tx.us)>

Date: Mon, Jul 11, 2022 at 4:58 PM

Subject: Revised interlocal agreement info

To: avila, patricio <[patricio.avila@co.hidalgo.tx.us](mailto:patricio.avila@co.hidalgo.tx.us)>

The interlocal agreement between Urban County Program (UCP) and Hidalgo County Drainage District No. 1 (HCDD#1) will need to detail the commitments made by HCDD#1 which are considered local contribution by the Texas General Land Office (GLO). Documentation that supports the local contribution is required by the Texas General Land Office (GLO), which includes Force Account Labor documentation (e.g. timesheets, time logs, GLO Force Account forms, etc.) for Administration, Environmental and Engineering services by UCP and HCDD#1 staff as well as that for equipment used and detailed/complete invoices for third party services, such as that for construction oversight. It would be good for the interlocal agreement to note that the local contribution committed by the HCDD#1 were a determining factor in awarding these grants to the County, thus the reason it is imperative that the contributions be properly documented and tracked (via timesheets, logs & Force Account Labor documentation) so that we ensure that they are met, to the dollar, or repayment to the GLO will be likely. As an additional stipulation, please make note that all required documentation is to be submitted by HCDD#1 to UCP for review and recordkeeping purposes in a timely manner, as requested and as determined by the UCP Director and staff. Lastly, please note in the interlocal agreement that the HCDD#1 has agreed to reimburse UCP in the amount of \$53,814.76 for each grant for UCP staffs Administrative costs. This is because no Administrative funds were requested from the GLO and UCP cannot utilize Federal funds for the administration of State grants.

**GLO 2015 HUD Mitigation Competition**

Administration - HCDD#1 to contribute via reimbursement to UCP \$53,814.76 for grant administration

Environmental - HCDD#1 to contribute \$9,309.82 for preparation of the Environmental Assessment

Engineering - HCDD#1 to contribute \$54,366.25 for professional engineering services

Construction - HCDD#1 to contribute \$318,984.44 for Construction Management via third party

**GLO 2016 State Mitigation Competition**

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Should you have any questions or need any additional information, please do not hesitate to contact me at the number listed below. Thank you for your time and assistance with this matter.

Sincerely,

**Amanda Agueros**

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**2 attachments**



**ICA for 2015 GLO project.pdf**

292K



**ICA for 2016 GLO project.pdf**

291K