

1. Hidalgo County Precinct 1 Assistance to the City of La Villa Stormwater Improvements

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND
THE CITY OF LA VILLA
FOR AMERICAN RESCUE PLAN ACT RECOVERY FUNDS**

THIS Agreement is made on and entered into effective as of the 17th day of September, 2024, by and between the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“County”), and the **CITY OF LA VILLA**, hereinafter referred to as (“City”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the City is “local government as defined by the Act, and a political subdivision of the State of Texas, within the boundary of Hidalgo County; and

WHEREAS, the County is defined as a local government” under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, pursuant to Texas Government Code Section 418.108, Hidalgo County Judge Richard Cortez issued a Declaration of Local Disaster for Public Health Emergency on March 17, 2020, due to the imminent threat arising from the Coronavirus (COVID-19); and

WHEREAS, on March 22, 2020, the Commissioners Court of Hidalgo County issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency; and

WHEREAS, on or about March 11, 2021, the Federal Government passed the American Rescue Plan Act (“ARPA”), including the Coronavirus State and Local Fiscal Recovery Fund (the “SLFRF”) which provides for direct payments to qualifying units of local governments to respond to the COVID-19 public health emergency and its economic impacts through eligible uses; and

WHEREAS, the County received a direct distribution of the SLFRF to be used for eligible expenditures that were directly related to and/or incurred as a result of the COVID-19 public health emergency; and

WHEREAS, pursuant to guidance provided by the United States Department of Treasury: (Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the “Guidance”) version 5.4 issued December 14, 2023, The Interim Final Rule dated May 17, 2021, The Final Rule dated January 6, 2022 and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, (which are attached hereto and incorporated by reference herein as **Exhibit “A”**), the SLFRF allows a recipient to transfer funds to another unit of government, *provided that the funds transferred are used for an eligible use as outlined in section 603 (c)(1) of the Social Security Act, and the Guidance*; and

WHEREAS, the County and City now desire to establish a partnership to collaborate with the City of La Villa Stormwater Improvements project and address the inadequate stormwater systems in order to mitigate flooding in disproportionately impacted communities to help mitigate the ongoing effects of COVID-19. To further these efforts, the County will designate a portion of the funds received from the SLFRF to be transferred to the City for the project which includes, but is not limited to efforts to increasing capacity of existing drainage systems and manage, reduce, treat, or recapture stormwater with improvements to the City’s wastewater treatment plant, and other necessary provisions;

WHEREAS, the goal of this program is to assist in promoting health and safety in disproportionately impacted communities and underserved residents who have been impacted by the COVID-19 public health emergency and continue efforts to address inadequate stormwater systems that cause flooding, the spread of diseases, and eroded roads during rain events, to respond to the public health emergency in compliance with the terms and criteria of the SLFRF and as more fully described below; and

WHEREAS, amounts paid from the SLFRF are subject to restrictions outlined in the Guidance and as set forth in section 603(c) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act; and

WHEREAS, the SLFRF further requires that all recipients and sub-recipient(s) comply with certain terms and conditions more particularly described below and in the Guidance attached as **Exhibit “A”** as well as any future guidance provided by the U.S. Department of Treasury; and

WHEREAS, County and City desire to enter into this agreement for a public purpose and for the benefit of those residents of the County and City and to further detail each party’s duties and responsibilities; and

NOW THEREFORE, County and City in consideration of the mutual covenants expressed hereinafter, agree as follows:

**SECTION I
RULES AND REGULATIONS**

1.1 City agrees to abide by the Guidance provided under the ARPA, Coronavirus State and Local Fiscal Recovery Fund, and as more particularly described in section 603(c) of the Social Security Act and any further guidance issued by the United States Department of Treasury. **See Exhibit “A”**

**SECTION II
DEBARMENT/SUSPENSION CERTIFICATION**

2.1 City certifies that City is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at <http://sam.gov>.

SECTION III TERMS AND CONDITIONS AND PROPOSED PLAN

3.1 City represents that it has read and understood the terms and conditions of the SLFRF attached hereto as **Exhibit “A”** and as a condition of being a sub-recipient of SLFRF, City agrees to comply with all terms and conditions required of entities accepting funds through a sub-recipient agreement and City further warrants and represents to the County that the funds it will expend meet the criteria allowed under the SLFRF as outlined below:

The ARPA provides that payments from the SLFRF may only be used to fund eligible uses, and specifically in this instance funds are being transferred —

To assist the City in addressing inadequate stormwater systems in order to mitigate flooding in disproportionately impacted communities to help mitigate the ongoing effects of COVID-19. The City of La Villa Stormwater Improvements project seeks to increase capacity of existing drainage systems and manage, reduce, treat, or recapture stormwater with improvements to the City’s wastewater treatment plant in order to promote improved health and safety outcomes to help mitigate the ongoing effects of COVID-19, which includes underserved residents who have been impacted by the public health emergency; the funds will ensure the residents continue to have adequate stormwater systems to mitigate the at cause flooding, the spread of diseases, and eroded roads during the rainy season and during public health emergencies. Efforts to increase capacity of existing stormwater and drainage systems shall include, but is not limited to improvements to the City’s wastewater treatment plant drying beds systems. Drying beds are an essential component in the wastewater treatment process, utilized for dewatering and mineralizing sludge. The design and operation of drying beds require careful consideration to achieve optimal performance and efficiency. Ensuring the proper functioning of these beds will increase stormwater system capacity and promote health and safety concerns by mitigating environmental impacts, thereby increasing and improving community quality of life in response to the negative impacts of the public health emergency.

As related to the eligible use identified above, costs should be incurred and/or obligated on or after March 3, 2021, and should be expended upon completion of the City of La Villa Stormwater Improvements project, and/or by December 31, 2025, whichever occurs first.

For purposes of the ARPA Funds, *incurred* means the unit of local government (sub-recipient) has expended the funds to cover the costs of an eligible expense. Examples of eligible expenses and prohibited costs may be found in the Guidance, version 5.3 dated December 14, 2023, in the Interim Final Rule dated May 17, 2021, and in The Final Rule dated January 6, 2022, provided in the attached **Exhibit “A”**, and in the additional SLFRF FAQ’s and guidance provided by the U.S. Department of Treasury (dated May 27, 2021, June 8, 2021, June 17, 2021, June 23, 2021, June 24, 2021, July 14, 2021, July 19, 2021, November 15, 2021, January 2022, April 27, 2022, July 27, 2022, April 10, 2023, February 1, 2024, March 5, 2024, March 29, 2024, and any subsequent

amendments thereafter) which are attached hereto and incorporated by reference herein as **Exhibit “B” (to include any future updated guidance from the U.S. Treasury).**

3.2 County has designated funds in the amount of **\$150,000.00** to be allocated to the City for eligible expenses for the City of La Villa Stormwater Improvements project to assist the City in addressing inadequate stormwater systems in order to mitigate flooding and promote improved health and safety outcomes for those in disproportionately impacted communities to help mitigate the ongoing effects of COVID-19, and ensure the residents continue to have adequate stormwater systems to mitigate the at cause flooding, the spread of diseases, and eroded roads during the rainy season, thereby increasing and improving community quality of life in response to the negative impacts of the public health emergency. City shall submit requests to COUNTY on the prescribed Cost Reimbursement/Payment Request Form attached as **Exhibit “C”**, and related documentation for expenses, pursuant to the paragraph (3.3) of this Agreement. COUNTY will disburse funds within thirty (30) days upon receipt of a proper Cost Reimbursement/Payment Request form and internal review and audit procedures. Requests shall be submitted to COVID-19@auditor.co.hidalgo.tx.us. City understands that funds will be disbursed on a reimbursement basis.

3.3 In consideration of the City’s representation that it will comply with the terms of the SLFRF and further agrees to comply with the terms of this sub-recipient Agreement, City shall deliver a copy of all related supporting expense documentation, along with the Cost Reimbursement/Payment Request form (attached hereto and incorporated by reference as **Exhibit “C”**), and the final report of COVID-19 related expenditures to COUNTY no later than December 31, 2025, and shall keep the supporting documentation for a minimum of five (5) years. City shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representative, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by City pertaining to this Agreement as it pertains to the use of federal funds.

3.4 City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from their proposed City of La Villa Stormwater Improvement project plan, and/or the requirements of this Agreement. Budget adjustments will be considered and may be submitted to the, Hidalgo County Budget Officer, with final approval of the Hidalgo County Commissioners Court.

3.5 County will not be liable for costs incurred by City before commencement of this Agreement or after termination of this Agreement and will not be responsible for reimbursements pertaining to costs incurred that are not in compliance with this Agreement. City further represents and understands that amounts transferred to City will be released contingent upon submission of an eligible City of La Villa Stormwater Improvements project plan with expenses incurred on or after March 3, 2021, which meet the criteria and Guidance provided by the U.S. Treasury and County. **See Exhibits “A” and “B”.**

3.6 Upon request, City agrees to provide County with copies of all current and applicable payment and overtime policies, workers compensation policies, retirement rates, unemployment rates, and any other reimbursable benefit and rates of payment as necessary for performance under this Agreement.

SECTION IV RECORDS AND REPORTS

4.1 City agrees to establish and maintain all necessary records and reports that may be required as outlined by the SLFRF from County. City understands that it is solely City's responsibility to keep all records and reports pertaining to SLFRF activity within their district in a manner acceptable to the U.S. Department of Treasury.

4.2 Per the ARPA Guidance, all government recipients are required to keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 603(c) of the Social Security Act.

4.3 Pursuant to ARPA, City, as a sub-recipient recipient of federal funds, must retain records (electronic and otherwise), and any supporting documentation for a minimum of five (5) years after all funds have been expended or returned to Treasury, whichever is later, as outlined in paragraph 4.c. of the Award Terms and Conditions.

4.4 County may direct City to retain documents for a longer period of time or to transfer certain records to County or federal custody when it is determined that the records possess a long term retention value.

4.5 Failure to maintain records and reports as required will result in forfeiture the funds transferred to City from County. In the event the U.S. Department of Treasury disallows expenditures for premium pay submitted by City due to City's failure to retain and provide necessary records, City understands that any monies reimbursed by County shall then be repaid to County by City in accordance with §8.1.

SECTION V MONITORING VISITS

5.1 City shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property, electronic or otherwise, belonging to or in use by City pertaining to this Agreement as it pertains to the use of federal funds for this program.

5.2 City shall give the Hidalgo County Budget Office, County, County Auditor, and any of their duly authorized representatives, unobstructed access to monitor the activities of the sub-recipient pertaining to this Agreement, ensure that the sub-award is in compliance with applicable Federal statutes, regulations, and terms of the sub-award, and verify that sub-recipients are audited

as required by Subpart F of the Uniform Guidance, as it pertains to this Agreement and to the use of federal funds for this program.

SECTION VI AUDIT REQUIREMENTS

6.1 City agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 Subpart F §§200.500 – 200.521 which are incorporated by reference herein.

SECTION VII SUSPENSION AND TERMINATION

7.1 City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of the Agreement or the prescribed terms and conditions as provided in the attached Exhibits “A”, “B”, and “C”.

7.2 If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the agreements or stipulations of this Agreement, then the County shall provide City written notification of such non-performance. City will be given ten (10) business days to cure any non-performance. Failure to cure such non-performance will constitute a breach of this Agreement and may be the basis for immediate termination of the Agreement. **Should a breach by the City of this Agreement relate to a violation of federal law or regulation that results in The United States Department of Treasury, General Accounting Office or other applicable overseeing Federal agency demanding reimbursement from the County or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City.** City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City. County may take any and all appropriate action including injunctive relief against City to prevent the continued failure of City to comply with the SLFRF requirements and/or failure to reimburse the County for funds disallowed by the U.S. Department of Treasury. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

7.3 In addition to the termination provisions stated above, either party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other. Termination of the Agreement does not exempt City’s obligation to reimburse County for any incurred expenses disallowed by the U.S. Department of Treasury or any other overseeing federal agency.

SECTION VIII LIABILITY FOR DISALLOWED COSTS

8.1 City understands and agrees that as a sub-recipient under this Agreement it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City. City further understands and agrees that reimbursement to County of such disallowed costs shall be

paid by City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal award.

SECTION IX INDEMNITY CLAUSE

9.1 THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF THE PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.

SECTION X CONFLICT OF INTEREST

10.1 City covenants that none of its elected officials, officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities covered by the SLFRF. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

10.2 City agrees that no person who is an elected official, officer, employee, consultant, or agent of City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities for which City is now seeking funds from the SLFRF.

10.3 City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XI MISCELLANEOUS PROVISIONS

11.1 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

11.2 **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.

11.3 **Entire Agreement.** This Agreement contains the entire contract 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. This Agreement may be modified or amended only by agreement in writing executed by County and City, and not otherwise.

11.4 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

11.5 **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, 2nd Floor
Edinburg, TX 78539
(956)318-2600

With copy to: Mr. Dagoberto Soto Jr.
Hidalgo County Budget Office
505 S. McColl Rd., Suite G
Edinburg, Texas 78539
(956)292-7025
-And-

Ms. Letty Chavez
Hidalgo County Auditor
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
(956)318-2511

If to City: Rosa Perez
Mayor
City of La Villa
916 S. Mike Chapa Dr.
La Villa, TX 78562
(956) 262-2122

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.

11.6 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11.7 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

11.8 **Assignment.** This Agreement shall not be assignable by City.

11.9 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

11.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

11.11 **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. City shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

11.12 **Governmental Purpose.** To the extent applicable, each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

11.13 **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 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

11.14 **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.15 **Immunity.** This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of immunities from suit or from liability that the County or City has by operation of law.

11.16 **Authority to Execute.** The execution and performance of this Agreement by County and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and City in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF LA VILLA

THE COUNTY OF HIDALGO

Rosa Perez, Mayor

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

Approved by Hidalgo County Commissioners Court on _____

APPROVED AS TO FORM FOR COUNTY:
Office of Hidalgo County Criminal District Attorney,
Toribio "Terry" Palacios.

By: _____
Victor M. Garza, Chief Administrative Attorney

TABLE OF EXHIBITS

- EXHIBIT – A** **Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the “Guidance”) version 5.4 issued December 14, 2023; The Interim Final Rule dated May 17, 2021; The Final Rule dated January 6, 2022; and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions– to include any future updated guidance.**
- EXHIBIT – B** **Coronavirus State and Local Fiscal Recovery Funds FAQ’s issued on May 27, 2021, June 8, 2021, June 17, 2021, June 23, 2021, June 24, 2021, July 14, 2021, July 19, 2021, November 15, 2021, January 2022, April 27, 2022, July 27, 2022, April 10, 2023, February 1, 2024, March 5, 2024, and March 29, 2024– to include any future updated guidance.**
- EXHIBIT – C** **Cost Reimbursement/Payment Request Form**



EXHIBITS

Exhibit - A

1. [State and Local Fiscal Recovery Funds Compliance and Reporting Guidance](#)
2. [Interim Final Rule](#)
3. [Final Rule](#)
4. [Award Terms and Conditions](#)
5. Any future updated guidance is to be included.

Exhibit - B

1. [Coronavirus State and Local Fiscal Recovery Funds FAQ, January 2022](#) Interim Final Rule
2. [Coronavirus State and Local Fiscal Recovery Funds FAQ, July 27, 2022](#) Final Rule
3. Any future updated guidance is to be included.

[US Department of the Treasury - Coronavirus State and Local Fiscal Recovery Funds](#)



HIDALGO COUNTY AUDITOR'S OFFICE American Rescue Plan Act (ARPA) Reimbursement/Payment Request Form

All parts of this form must be completed. *Incomplete forms will be returned.* The information must be legible. Please refer to the instructions page for proper completion of this form.

SECTION 1	ENTITY CONTACT INFORMATION					
	1. Entity Name:		2. Contact Name:		3. Contact Title:	
	4. Mailing Address: (Street, city, state and ZIP code)			5. Contact Phone: _____ ext. _____		
SECTION 2	TYPE OF REQUEST					
	6. Payment Type: If this is a one time payment request, check box and enter request amount then proceed to Section 5. \$ _____ If this is a periodic reimbursement request, check box then proceed to Section 3. \$ _____					
SECTION 3	ARPA EXPENDITURE INFORMATION					
	7. Report Period:		Begin Date	End Date	8. Payment Request No.: -	
	To Be Completed By Entity			Budget Office Use Only		
	9. Invoice No.	10. Check Date	11. Check No.	12. Check Amt.	14. Project Name	15. Approved Amt.
	13. TOTAL			\$ -	17. TOTAL	
SECTION 4	DOCUMENTATION CHECK LIST					
	Purchasing Policy (should only be provided once)		Quotes	Copies of cancelled checks		
	Sam.gov verification for each vendor		Bids	Invoices		
	Purchase Order for each invoice		Contracts	Detail Check History Report		
SECTION 5	ASSURANCES					
	18. This request is for necessary expenditures incurred due to the public health emergency with respect to COVID-19?				Yes	No
	19. Were the expenditures reported above incurred (paid) on or after March 3, 2021?				Yes	No
	20. Has the request/expenditures reported above been reimbursed by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether federal, state, or private in nature)?				Yes	No
SECTION 6	CERTIFICATION					
	The undersigned hereby certifies under penalties of perjury that this request for reimbursement from the Coronavirus Local Fiscal Recovery Fund is true, complete, and accurate and the expenditures reported are in compliance with all conditions of section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act ("ARPA"). I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties.					
	21. Name:			22. Title:		
	23. Signature:			24. Date:		
SECTION 7	SUBMISSION INFORMATION			FOR COUNTY USE ONLY		
	Submit completed form and supporting documentation via: email: ARPA@auditor.co.hidalgo.tx.us mail: Hidalgo County Auditor's Office Hidalgo County Administration Building 2808 South Business Highway 281 Edinburg, Texas 78539-6243			Budget Office		Auditor's Office
				25. Reviewed by: (signature)		28. Reviewed by: (signature)
				26. Name:		29. Name:
				27. Date:		30. Date:

HIDALGO COUNTY AUDITOR'S OFFICE

Instructions For American Rescue Plan Act (ARPA) Reimbursement Request Form

GENERAL INSTRUCTIONS

Please complete all sections of the Reimbursement Request Form and forward the completed form along with supporting documentation via:

email: APRA@auditor.co.hidalgo.tx.us
mail: HIDALGO COUNTY AUDITOR
ATTN: GRANTS DIVISION
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243

Please note that the review process takes anywhere from 10 to 30 days to complete. All payments will be paid via check.

Section 1: Entity Contact Information

1. **Entity Name:** Enter the name of the entity.
2. **Contact Name:** Enter the name of the person we should contact for questions related to the reimbursement request and/or supporting documentation.
3. **Contact Title:** Enter the title of the contact person.
4. **Mailing Address:** Enter the mailing address where reimbursement checks should be mailed.
5. **Contact Phone:** Enter the Contact's phone number (and ext., if applicable.)

Section 2: Type of Request

6. Payment Type:
- If this is one time payment request, check box and enter request amount then proceed to Section 5.
- If this is a periodic reimbursement request, check box then proceed to Section 3.

Section 3: ARPA Expenditure Information

7. **Report Period:** Enter the beginning and ending dates of the period covered by reimbursement request.
The Begin Date should not predate March 3, 2021.
8. **Payment Request No.:** Requests for reimbursement can be made by completing multiple request forms. Each request should be sequentially numbered using 3 letters of the entity and the number of the request. For example, the Entity would number its first payment request form as ENT-1, the second payment request form as ENT-2, and so on.

No. 9 - 13: To Be Completed by Entity

9. **Invoice No.:** Enter the invoice no. for which the entity is requesting reimbursement.
10. **Check Date:** Enter the date of the check used to pay for the invoice for which reimbursement is being requested.
11. **Check No.:** Enter the check number used to pay for the invoice for which reimbursement is being requested.
12. **Check Amt.:** Enter the amount of the check used to pay for the invoice for which reimbursement is being requested.
13. **Total:** Enter the total for all invoices for which reimbursement is being requested.

No. 14 - 16: To Be Completed by the Hidalgo County Budget Office

14. **Project Name:** Enter the project name assigned to the entity/contract.
15. **Approved Amount:** Enter the amount approved by the Budget Office for payment, after the documents have been reviewed.
16. **Expense Category:** Indicate the type of expenditure for which reimbursement is being requested. The category should agree to the ARPA allowed categories.
17. **Total:** Enter the total amount for all invoices approved by the Budget Office for payment.

Section 4: Documentation Check List

The documentation on the checklist is the minimum documentation required to support the reimbursement amount.
Additional information may be requested, as needed.

Section 5: Assurances

18. Indicate by checking either the **Yes** or **No** box whether the expenditures reported in Section 2 were incurred due to the public health emergency with respect to COVID-19.
19. Indicate by checking either the **Yes** or **No** box whether the expenditures reported in Section 2 were incurred (paid) on or after March 3, 2021.
20. Indicate by checking either the **Yes** or **No** box whether any part of the expenditures reported in Section 2 has been reimbursed by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether federal, state, or private in nature).

Section 6: Certification

21. **Name:** Enter the name of the authorized representative signing this form.
22. **Title:** Enter the title of the authorized representative signing the form.
23. **Signature:** Original signature of the authorized representative is required.
24. **Date:** Enter or print the date the form was signed.

Section 7: For County Use Only

Budget Office

25. **Reviewed by:** Original signature of the employee responsible for reviewing the form and supporting documentation.
26. **Name:** Print the name of the reviewer.
27. **Date:** Print the date the review was completed.

Auditor's Office

28. **Reviewed by:** Original signature of the employee responsible for reviewing the form and supporting documentation.
29. **Name:** Print the name of the reviewer.
30. **Date:** Print the date the review was completed.



Date: February 9, 2024
 Location: City of La Villa

CITY OF LA VILLA SSWR PLANT DRYING BEDS REHABILITATION
 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

PRELIMINARY COST ESTIMATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
	SSWR PLANT DRYING BEDS REHABILITATION				
1	SAND BEDDING	544	SY	\$35.00	\$ 19,040.00
2	1"-5" GRAVEL BEDDING	544	SY	\$45.00	\$ 24,480.00
3	RESTORE CONCRETE FOUNDATIONS	1	L5	\$13,300.00	\$ 13,300.00
4	WATERPROOF HYPALON REINFORCED POLYESTER LINER	4900	SF	\$4.50	\$ 22,050.00
5	DRIVE PAD REMOVE AND REPLACE	60	SY	\$225.00	\$ 13,500.00
6	6" D.I. SLUDGE PIPE EXTENSION	210	LF	\$85.00	\$ 17,850.00
7	6" PLUG VALVE W/ LEVER	3	EA	\$4,500.00	\$ 13,500.00
8	6" CONCRETE SPLASH PAD	2	EA	\$3,500.00	\$ 7,000.00
	TOTAL IMPROVEMENTS				\$ 130,720.00

Total Estimated Construction Cost

Construction	\$	130,720.00
10% Contingency	\$	13,072.00
Project Construction Total	\$	143,792.00

Professional Services:

Professional Engineering Services (11%)	\$	14,379.20
Professional Surveying Services (4%)	\$	5,228.80
Construction Material Testing (3%)	\$	3,921.60
Professional Services Total	\$	23,529.60

Anticipated Application Fees and Expenses

TCEQ Permitting Fee	\$	3,000.00
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Total Project Cost	\$	170,321.60
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THE ENGINEER HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR OVER THE CONTRACTOR'S METHODS OF DETERMINING PRICES OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS. OPINIONS OF PROBABLE COSTS PROVIDED HEREIN ARE BASED ON THE INFORMATION KNOWN TO ENGINEER AT THIS TIME AND REPRESENT ONLY THE ENGINEER'S JUDGEMENT AS A DESIGN PROFESSIONAL FAMILIAR WITH THE CONSTRUCTION INDUSTRY. THE ENGINEER CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL CONSTRUCTION COSTS WILL NOT VARY FROM ITS OPINIONS OF PROBABLE COSTS.



Maria Cortez <maria.cortez@co.hidalgo.tx.us>

Re: City of La Villa Stormwater

1 message

Victor M. Garza <victor.garza@da.co.hidalgo.tx.us>
To: Maria Cortez <maria.cortez@co.hidalgo.tx.us>
Cc: Rey Salazar <rey.salazar@co.hidalgo.tx.us>

Thu, Sep 12, 2024 at 9:40 AM

Ms. Cortez,

Our office has reviewed the ARPA La Villa Stormwater Improvements project. Subject to the recommended changes, our office approves the form of the agreement subject to the recommended changes. Please let me know if you have any questions or concerns.

Respectfully,

Victor M. Garza
Chief Administrative Attorney
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

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On Thu, Sep 12, 2024 at 8:23 AM Maria Cortez <maria.cortez@co.hidalgo.tx.us> wrote:

Good morning Mr. Garza,

The only change is the date to December 31, 2025.

Thank you,

Maria Elena Cortez, M. Ed.
Coordinator | American Rescue Plan Act
Hidalgo County Department of Budget & Management
[505 S. McColl Rd. Suite G | Edinburg, TX 78539](mailto:maria.cortez@co.hidalgo.tx.us)
(956) 292-7025 Ext. 5358
maria.cortez@co.hidalgo.tx.us

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Risk Assessment Tool	
Subrecipient Name	City of La Villa
Project Title	Hidalgo County Precinct 1 Assistance to the City of La Villa Stormwater Improvements
ARPA Project Number	ARPA-24-121-365
Fiscal Impact	\$150,000.00
Grant Period	Through December 31, 2024
Monitor Period	Through December 31, 2031

Authorized Grantee Representative			
Individual who is appropriately authorized to attest to the accuracy of the information below.			
Name	Tony Barco	Title	City Administrator
Phone Number	956-262-2122	Email	cityadministrator@cityoflavilla.org

#	Question	Points Possible	Response - Select from Dropdown	Score	Comments
1	Does your organization have any grant experience? (If yes, provide types of grants and grant names.	1	Yes	1	
2	Has your organization managed federally funded grant programming in the last 48 months? (If yes, provide a list of current grants)	1	Yes	1	
3	Was your organization subject to financial and/or single audits in the last 48 months? If Yes, provide copies of audits.	1	Yes	1	
4	Is your organization free of any audit findings within the last 5 years? If No, provide findings, management responses and status of findings.	1	Yes	1	
5	Has your organization taken appropriate and timely action to remedy prior findings?	1	N/A	0	
6	Has your organization undergone any annual Federal or State Compliance or monitoring related activities?	1	No	0	
7	Does your organization have the capacity to manage and implement federal regulations, such as 2 CFR 200, segregation of duties, cash handling, contracting procedures, and personnel and travel policies? (2 CFR 200.303 - Internal Controls)	1	Yes	1	
8	Does your organization have written policies and procedures in place that are in alignment with 2 CFR 200 for 1) Ethics/ Professional Conduct, 2) Conflict of Interest Policy, 3) Purchasing/Procurement, 4) Segregation of Duties, 5) Monitoring the use of grant funds?	1	Yes	1	
9	Has key staff been instrumental in the funds process and generally remained stable in the past 2 years?	1	Yes	1	
10	Does your organization have the necessary personnel to ensure that documents and/or status reports are provided to the County as required?	1	Yes	1	
11	Does your organization maintain an inventory of federal government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location and disposition of equipment? (If Yes, provide a copy of the inventory log.)	1	No	0	
12	Has your organization's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	Yes	1	
13	Does your organization's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, systems must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
14	Does your organization have an active SAM.gov account that is not debarred, suspended or federal debt delinquent? (If Yes, provide a copy from SAM.gov).	1	Yes	1	
15	Does your entity maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
16	Has your entity been consistent and timely with prior program reporting requirements?	1	Yes	1	
17	Have your entity's financial reports for any previous programming been adequate, accurate and timely?	1	Yes	1	

Total Points Available	17
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Risk Score	14
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LEGEND	
High Risk	Less than 4
Medium Risk	Between 5-11
Low Risk	Greater than 11

ARPA Review	
Date of Review	07/31/2024
ARPA Specialist	Maria Elena Cortez

2. Hidalgo County Precinct 1 Assistance to the City of Elsa Stormwater Improvements

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND
THE CITY OF ELSA
FOR AMERICAN RESCUE PLAN ACT RECOVERY FUNDS**

THIS Agreement is made on and entered into effective as of the 17th day of September, 2024, by and between the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“County”), and the **CITY OF ELSA**, hereinafter referred to as (“City”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the City is “local government as defined by the Act, and a political subdivision of the State of Texas, within the boundary of Hidalgo County; and

WHEREAS, the County is defined as a local government” under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, pursuant to Texas Government Code Section 418.108, Hidalgo County Judge Richard Cortez issued a Declaration of Local Disaster for Public Health Emergency on March 17, 2020, due to the imminent threat arising from the Coronavirus (COVID-19); and

WHEREAS, on March 22, 2020, the Commissioners Court of Hidalgo County issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency; and

WHEREAS, on or about March 11, 2021, the Federal Government passed the American Rescue Plan Act (“ARPA”), including the Coronavirus State and Local Fiscal Recovery Fund (the “SLFRF”) which provides for direct payments to qualifying units of local governments to respond to the COVID-19 public health emergency and its economic impacts through eligible uses; and

WHEREAS, the County received a direct distribution of the SLFRF to be used for eligible expenditures that were directly related to and/or incurred as a result of the COVID-19 public health emergency; and

WHEREAS, pursuant to guidance provided by the United States Department of Treasury: (Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the “Guidance”) version 5.4 issued December 14, 2023, The Interim Final Rule dated May 17, 2021, The Final Rule dated January 6, 2022 and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, (which are attached hereto and incorporated by reference herein as **Exhibit “A”**), the SLFRF allows a recipient to transfer funds to another unit of government, **provided that the funds transferred are used for an eligible use as outlined in section 603 (c)(1) of the Social Security Act, and the Guidance**; and

WHEREAS, the County and City now desire to establish a partnership to collaborate with the City of Elsa Stormwater Improvements project and address the critical stormwater issues with existing drainage systems in order to mitigate flooding in disproportionately impacted communities to help mitigate the ongoing effects of COVID-19. To further these efforts, the County will designate a portion of the funds received from the SLFRF to be transferred to the City for the project which includes, but is not limited to efforts to repairing infrastructure damage, valley gutter widening, regrade and overlay to street apron for proper drainage, and other necessary provisions;

WHEREAS, the goal of this program is to assist in promoting health and safety in disproportionately impacted communities and underserved residents who have been impacted by the COVID-19 public health emergency and continue efforts to address critical stormwater drainage systems that cause flooding, the spread of diseases, and eroded roads during rain events, to respond to the public health emergency in compliance with the terms and criteria of the SLFRF and as more fully described below; and

WHEREAS, amounts paid from the SLFRF are subject to restrictions outlined in the Guidance and as set forth in section 603(c) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act; and

WHEREAS, the SLFRF further requires that all recipients and sub-recipient(s) comply with certain terms and conditions more particularly described below and in the Guidance attached as **Exhibit “A”** as well as any future guidance provided by the U.S. Department of Treasury; and

WHEREAS, County and City desire to enter into this agreement for a public purpose and for the benefit of those residents of the County and City and to further detail each party’s duties and responsibilities; and

NOW THEREFORE, County and City in consideration of the mutual covenants expressed hereinafter, agree as follows:

SECTION I RULES AND REGULATIONS

1.1 City agrees to abide by the Guidance provided under the ARPA, Coronavirus State and Local Fiscal Recovery Fund, and as more particularly described in section 603(c) of the Social Security Act and any further guidance issued by the United States Department of Treasury. **See Exhibit “A”**

SECTION II DEBARMENT/SUSPENSION CERTIFICATION

2.1 City certifies that City is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at <http://sam.gov>.

SECTION III TERMS AND CONDITIONS AND PROPOSED PLAN

3.1 City represents that it has read and understood the terms and conditions of the SLFRF attached hereto as **Exhibit “A”** and as a condition of being a sub-recipient of SLFRF, City agrees to comply with all terms and conditions required of entities accepting funds through a sub-recipient agreement and City further warrants and represents to the County that the funds it will expend meet the criteria allowed under the SLFRF as outlined below:

The ARPA provides that payments from the SLFRF may only be used to fund eligible uses, and specifically in this instance funds are being transferred —

To assist the City in addressing critical stormwater drainage systems in order to mitigate flooding in disproportionately impacted communities to help mitigate the ongoing effects of COVID-19. The City of Elsa Stormwater Improvements project seeks to address critical stormwater drainage issues with existing drainage systems at the entrance of North Fannin Street area, in order to promote improved health and safety outcomes to help mitigate the ongoing effects of COVID-19, which includes underserved low to moderate income residents who have been impacted by the public health emergency; the funds will ensure the residents continue to have adequate stormwater drainages systems to mitigate the at cause flooding, the spread of diseases, and eroded roads during the rainy season and during public health emergencies. Efforts to increase capacity of existing stormwater and drainage systems shall include, but is not limited to improvements to repairing infrastructure damage, valley gutter widening, regrade and overlay to street apron for proper drainage, and other necessary provisions in order to mitigate environmental health and safety concerns, thereby increasing and improving community quality of life in response to the negative impacts of the public health emergency.

As related to the eligible use identified above, costs should be incurred and/or obligated on or after March 3, 2021, and should be expended upon completion of the City of Elsa Stormwater Improvements project, and/or by December 31, 2025, whichever occurs first.

For purposes of the ARPA Funds, *incurred* means the unit of local government (sub-recipient) has expended the funds to cover the costs of an eligible expense. Examples of eligible expenses and prohibited costs may be found in the Guidance, version 5.3 dated December 14, 2023, in the Interim Final Rule dated May 17, 2021, and in The Final Rule dated January 6, 2022, provided in the attached **Exhibit “A”**, and in the additional SLFRF FAQ’s and guidance provided by the U.S. Department of Treasury (dated May 27, 2021, June 8, 2021, June 17, 2021, June 23, 2021, June 24, 2021, July 14, 2021, July 19, 2021, November 15, 2021, January 2022, April 27, 2022, July 27, 2022, April 10, 2023, February 1, 2024, March 5, 2024, March 29, 2024, and any subsequent amendments thereafter) which are attached hereto and incorporated by reference herein as **Exhibit “B” (to include any future updated guidance from the U.S. Treasury)**.

3.2 County has designated funds in the amount of **\$150,000.00** to be allocated to the City for eligible expenses for the City of Elsa Stormwater Improvements project to assist the City in addressing inadequate stormwater systems in order to mitigate flooding and promote improved health and safety outcomes for those in disproportionately impacted communities to help mitigate the ongoing effects of COVID-19, and ensure the residents continue to have adequate stormwater systems to mitigate the at cause flooding, the spread of diseases, and eroded roads during the rainy season, thereby increasing and improving community quality of life in response to the negative impacts of the public health emergency. City shall submit requests to COUNTY on the prescribed Cost Reimbursement and or Payment Request Form attached as **Exhibit “C”**, and related documentation for expenses, pursuant to the paragraph (3.3) of this Agreement. COUNTY will disburse funds within thirty (30) days upon receipt of a proper Cost Reimbursement/Payment Request form and internal review and audit procedures. Requests shall be submitted to COVID-19@auditor.co.hidalgo.tx.us. City understands that funds will be disbursed on a reimbursement basis.

3.3 In consideration of the City’s representation that it will comply with the terms of the SLFRF and further agrees to comply with the terms of this sub-recipient Agreement, City shall deliver a copy of all related supporting expense documentation, along with the Cost Reimbursement/Payment Request form (attached hereto and incorporated by reference as **Exhibit “C”**), and the final report of COVID-19 related expenditures to COUNTY no later than December 31, 2025, and shall keep the supporting documentation for a minimum of five (5) years. City shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representative, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by City pertaining to this Agreement as it pertains to the use of federal funds.

3.4 City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from their proposed City of Elsa Stormwater Improvement project plan, and/or the requirements of this Agreement. Budget adjustments will be considered and may be submitted to the, Hidalgo County Budget Officer, with final approval of the Hidalgo County Commissioners Court.

3.5 County will not be liable for costs incurred by City before commencement of this Agreement or after termination of this Agreement and will not be responsible for reimbursements pertaining to costs incurred that are not in compliance with this Agreement. City further represents and understands that amounts transferred to City will be released contingent upon submission of an eligible City of Elsa Stormwater Improvements project plan with expenses incurred on or after March 3, 2021, which meet the criteria and Guidance provided by the U.S. Treasury and County. **See Exhibits “A” and “B”.**

3.6 Upon request, City agrees to provide County with copies of all current and applicable payment and overtime policies, workers compensation policies, retirement rates, unemployment

rates, and any other reimbursable benefit and rates of payment as necessary for performance under this Agreement.

SECTION IV RECORDS AND REPORTS

4.1 City agrees to establish and maintain all necessary records and reports that may be required as outlined by the SLFRF from County. City understands that it is solely City's responsibility to keep all records and reports pertaining to SLFRF activity within their district in a manner acceptable to the U.S. Department of Treasury.

4.2 Per the ARPA Guidance, all government recipients are required to keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 603(c) of the Social Security Act.

4.3 Pursuant to ARPA, City, as a sub-recipient recipient of federal funds, must retain records (electronic and otherwise), and any supporting documentation for a minimum of five (5) years after all funds have been expended or returned to Treasury, whichever is later, as outlined in paragraph 4.c. of the Award Terms and Conditions.

4.4 County may direct City to retain documents for a longer period of time or to transfer certain records to County or federal custody when it is determined that the records possess a long term retention value.

4.5 Failure to maintain records and reports as required will result in forfeiture the funds transferred to City from County. In the event the U.S. Department of Treasury disallows expenditures for premium pay submitted by City due to City's failure to retain and provide necessary records, City understands that any monies reimbursed by County shall then be repaid to County by City in accordance with §8.1.

SECTION V MONITORING VISITS

5.1 City shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property, electronic or otherwise, belonging to or in use by City pertaining to this Agreement as it pertains to the use of federal funds for this program.

5.2 City shall give the Hidalgo County Budget Office, County, County Auditor, and any of their duly authorized representatives, unobstructed access to monitor the activities of the sub-recipient pertaining to this Agreement, ensure that the sub-award is in compliance with applicable Federal statutes, regulations, and terms of the sub-award, and verify that sub-recipients are audited as required by Subpart F of the Uniform Guidance, as it pertains to this Agreement and to the use of federal funds for this program.

SECTION VI AUDIT REQUIREMENTS

6.1 City agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 Subpart F §§200.500 – 200.521 which are incorporated by reference herein.

SECTION VII SUSPENSION AND TERMINATION

7.1 City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of the Agreement or the prescribed terms and conditions as provided in the attached **Exhibits “A”, “B”, and “C”**.

7.2 If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the agreements or stipulations of this Agreement, then the County shall provide City written notification of such non-performance. City will be given ten (10) business days to cure any non-performance. Failure to cure such non-performance will constitute a breach of this Agreement and may be the basis for immediate termination of the Agreement. **Should a breach by the City of this Agreement relate to a violation of federal law or regulation that results in The United States Department of Treasury, General Accounting Office or other applicable overseeing Federal agency demanding reimbursement from the County or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City.** City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City. County may take any and all appropriate action including injunctive relief against City to prevent the continued failure of City to comply with the SLFRF requirements and/or failure to reimburse the County for funds disallowed by the U.S. Department of Treasury. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

7.3 In addition to the termination provisions stated above, either party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other. Termination of the Agreement does not exempt City’s obligation to reimburse County for any incurred expenses disallowed by the U.S. Department of Treasury or any other overseeing federal agency.

SECTION VIII LIABILITY FOR DISALLOWED COSTS

8.1 City understands and agrees that as a sub-recipient under this Agreement it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City. City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal award.

**SECTION IX
INDEMNITY CLAUSE**

9.1 THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF THE PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.

**SECTION X
CONFLICT OF INTEREST**

10.1 City covenants that none of its elected officials, officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities covered by the SLFRF. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

10.2 City agrees that no person who is an elected official, officer, employee, consultant, or agent of City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities for which City is now seeking funds from the SLFRF.

10.3 City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

**SECTION XI
MISCELLANEOUS PROVISIONS**

11.1 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

11.2 **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.

11.3 **Entire Agreement.** This Agreement contains the entire contract 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. This Agreement may be modified or amended only by agreement in writing executed by County and City, and not otherwise.

11.4 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

11.5 **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, 2nd Floor
Edinburg, TX 78539
(956)318-2600

With copy to: Mr. Dagoberto Soto Jr.
Hidalgo County Budget Office
505 S. McColl Rd., Suite G
Edinburg, Texas 78539
(956)292-7025
-And-

Ms. Letty Chavez
Hidalgo County Auditor
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
(956)318-2511

If to City: Alonzo R. Perez
Mayor
City of Elsa
102 Diana St.
ELSA, TX 78543
(956) 262-2127

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.

11.6 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11.7 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

11.8 **Assignment.** This Agreement shall not be assignable by City.

11.9 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

11.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

11.11 **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. City shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

11.12 **Governmental Purpose.** To the extent applicable, each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

11.13 **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 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

11.14 **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.15 **Immunity.** This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision

of this Agreement is in any way intended to constitute a waiver of immunities from suit or from liability that the County or City has by operation of law.

11.16 **Authority to Execute.** The execution and performance of this Agreement by County and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and City in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF ELSA

THE COUNTY OF HIDALGO

Alonzo R. Perez, Mayor

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

Approved by Hidalgo County Commissioners Court on _____

APPROVED AS TO FORM FOR COUNTY:
Office of Hidalgo County Criminal District Attorney,
Toribio "Terry" Palacios.

By: _____
Victor M. Garza, Chief Administrative Attorney

TABLE OF EXHIBITS

- EXHIBIT – A** **Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the “Guidance”) version 5.4 issued December 14, 2023; The Interim Final Rule dated May 17, 2021; The Final Rule dated January 6, 2022; and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions– to include any future updated guidance.**
- EXHIBIT – B** **Coronavirus State and Local Fiscal Recovery Funds FAQ’s issued on May 27, 2021, June 8, 2021, June 17, 2021, June 23, 2021, June 24, 2021, July 14, 2021, July 19, 2021, November 15, 2021, January 2022, April 27, 2022, July 27, 2022, April 10, 2023, February 1, 2024, March 5, 2024, and March 29, 2024– to include any future updated guidance.**
- EXHIBIT – C** **Cost Reimbursement/Payment Request Form**



EXHIBITS

Exhibit - A

1. [State and Local Fiscal Recovery Funds Compliance and Reporting Guidance](#)
2. [Interim Final Rule](#)
3. [Final Rule](#)
4. [Award Terms and Conditions](#)
5. Any future updated guidance is to be included.

Exhibit - B

1. [Coronavirus State and Local Fiscal Recovery Funds FAQ, January 2022](#) Interim Final Rule
2. [Coronavirus State and Local Fiscal Recovery Funds FAQ, July 27, 2022](#) Final Rule
3. Any future updated guidance is to be included.

[US Department of the Treasury - Coronavirus State and Local Fiscal Recovery Funds](#)



HIDALGO COUNTY AUDITOR'S OFFICE American Rescue Plan Act (ARPA) Reimbursement/Payment Request Form

All parts of this form must be completed. *Incomplete forms will be returned.* The information must be legible. Please refer to the instructions page for proper completion of this form.

SECTION 1	ENTITY CONTACT INFORMATION						
	1. Entity Name:		2. Contact Name:		3. Contact Title:		
	4. Mailing Address: (Street, city, state and ZIP code)			5. Contact Phone: _____ ext. _____			
SECTION 2	TYPE OF REQUEST						
	6. Payment Type: If this is a one time payment request, check box and enter request amount then proceed to Section 5. <input type="checkbox"/> \$ _____ If this is a periodic reimbursement request, check box then proceed to Section 3. <input type="checkbox"/>						
SECTION 3	ARPA EXPENDITURE INFORMATION						
	7. Report Period:		Begin Date	End Date	8. Payment Request No.: -		
	To Be Completed By Entity			Budget Office Use Only			
	9. Invoice No.	10. Check Date	11. Check No.	12. Check Amt.	14. Project Name	15. Approved Amt.	16. Expense Category
	13. TOTAL			\$ -	17. TOTAL		\$ -
SECTION 4	DOCUMENTATION CHECK LIST						
	Purchasing Policy (should only be provided once)		Quotes	Copies of cancelled checks			
	Sam.gov verification for each vendor		Bids	Invoices			
	Purchase Order for each invoice		Contracts	Detail Check History Report			
SECTION 5	ASSURANCES						
	18. This request is for necessary expenditures incurred due to the public health emergency with respect to COVID-19?				Yes	No	
	19. Were the expenditures reported above incurred (paid) on or after March 3, 2021?				Yes	No	
	20. Has the request/expenditures reported above been reimbursed by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether federal, state, or private in nature)?				Yes	No	
SECTION 6	CERTIFICATION						
	The undersigned hereby certifies under penalties of perjury that this request for reimbursement from the Coronavirus Local Fiscal Recovery Fund is true, complete, and accurate and the expenditures reported are in compliance with all conditions of section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act ("ARPA"). I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties.						
	21. Name:			22. Title:			
	23. Signature:			24. Date:			
SECTION 7	SUBMISSION INFORMATION			FOR COUNTY USE ONLY			
	Submit completed form and supporting documentation via: email: ARPA@auditor.co.hidalgo.tx.us mail: Hidalgo County Auditor's Office Hidalgo County Administration Building 2808 South Business Highway 281 Edinburg, Texas 78539-6243			Budget Office		Auditor's Office	
				25. Reviewed by: (signature)		28. Reviewed by: (signature)	
				26. Name:		29. Name:	
				27. Date:		30. Date:	

HIDALGO COUNTY AUDITOR'S OFFICE

Instructions For American Rescue Plan Act (ARPA) Reimbursement Request Form

GENERAL INSTRUCTIONS

Please complete all sections of the Reimbursement Request Form and forward the completed form along with supporting documentation via:

email: APRA@auditor.co.hidalgo.tx.us
mail: HIDALGO COUNTY AUDITOR
ATTN: GRANTS DIVISION
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243

Please note that the review process takes anywhere from 10 to 30 days to complete. All payments will be paid via check.

Section 1: Entity Contact Information

1. **Entity Name:** Enter the name of the entity.
2. **Contact Name:** Enter the name of the person we should contact for questions related to the reimbursement request and/or supporting documentation.
3. **Contact Title:** Enter the title of the contact person.
4. **Mailing Address:** Enter the mailing address where reimbursement checks should be mailed.
5. **Contact Phone:** Enter the Contact's phone number (and ext., if applicable.)

Section 2: Type of Request

6. Payment Type:
- If this is one time payment request, check box and enter request amount then proceed to Section 5.
- If this is a periodic reimbursement request, check box then proceed to Section 3.

Section 3: ARPA Expenditure Information

7. **Report Period:** Enter the beginning and ending dates of the period covered by reimbursement request.
The Begin Date should not predate March 3, 2021.
8. **Payment Request No.:** Requests for reimbursement can be made by completing multiple request forms. Each request should be sequentially numbered using 3 letters of the entity and the number of the request. For example, the Entity would number its first payment request form as ENT-1, the second payment request form as ENT-2, and so on.

No. 9 - 13: To Be Completed by Entity

9. **Invoice No.:** Enter the invoice no. for which the entity is requesting reimbursement.
10. **Check Date:** Enter the date of the check used to pay for the invoice for which reimbursement is being requested.
11. **Check No.:** Enter the check number used to pay for the invoice for which reimbursement is being requested.
12. **Check Amt.:** Enter the amount of the check used to pay for the invoice for which reimbursement is being requested.
13. **Total:** Enter the total for all invoices for which reimbursement is being requested.

No. 14 - 16: To Be Completed by the Hidalgo County Budget Office

14. **Project Name:** Enter the project name assigned to the entity/contract.
15. **Approved Amount:** Enter the amount approved by the Budget Office for payment, after the documents have been reviewed.
16. **Expense Category:** Indicate the type of expenditure for which reimbursement is being requested. The category should agree to the ARPA allowed categories.
17. **Total:** Enter the total amount for all invoices approved by the Budget Office for payment.

Section 4: Documentation Check List

The documentation on the checklist is the minimum documentation required to support the reimbursement amount.
Additional information may be requested, as needed.

Section 5: Assurances

18. Indicate by checking either the **Yes** or **No** box whether the expenditures reported in Section 2 were incurred due to the public health emergency with respect to COVID-19.
19. Indicate by checking either the **Yes** or **No** box whether the expenditures reported in Section 2 were incurred (paid) on or after March 3, 2021.
20. Indicate by checking either the **Yes** or **No** box whether any part of the expenditures reported in Section 2 has been reimbursed by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether federal, state, or private in nature).

Section 6: Certification

21. **Name:** Enter the name of the authorized representative signing this form.
22. **Title:** Enter the title of the authorized representative signing the form.
23. **Signature:** Original signature of the authorized representative is required.
24. **Date:** Enter or print the date the form was signed.

Section 7: For County Use Only

Budget Office

25. **Reviewed by:** Original signature of the employee responsible for reviewing the form and supporting documentation.
26. **Name:** Print the name of the reviewer.
27. **Date:** Print the date the review was completed.

Auditor's Office

28. **Reviewed by:** Original signature of the employee responsible for reviewing the form and supporting documentation.
29. **Name:** Print the name of the reviewer.
30. **Date:** Print the date the review was completed.



**CITY OF ELSA
FANNIN ST ROADWAY IMPROVEMENTS
OPINION OF PROBABLE CONSTRUCTION COST**

ALTERNATIVE 1 - PAVING 1140 L.F. OF FANNING (SH 107 TO 1140 L.F. SOUTH)

ITEM #	DESCRIPTION	UNIT	QUANTITY	EQUIPMENT COST/UNIT	TOTAL COST
1	Mill Street (2-IN)	SY	2467	\$ 6.00	\$ 14,802.00
2	Removal of Caliche (4-IN)	SY	2467	\$ 5.00	\$ 12,335.00
3	Hot Mix Asphalt (2-IN)	SY	2467	\$ 21.00	\$ 51,807.00
4	MC-30 Prime Coat (0.25 Gal per SY)	GAL	617	\$ 7.00	\$ 4,319.00
5	Caliche (4-IN)	SY	2467	\$ 7.00	\$ 17,269.00
6	6-FT Concrete Apron	EA	1	\$ 6,000.00	\$ 6,000.00
7	Concrete Pavement (7-IN)	SY	58	\$ 75.00	\$ 4,350.00
8	Biodegradable Erosion Control Logs (Install and Remove)	EA	3	\$ 75.00	\$ 225.00
9	Sprinkling (Dust Control) 8MG/STA	LS	1	\$ 5,000.00	\$ 5,000.00
10	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00
11	Traffic Control	LS	1	\$ 6,000.00	\$ 6,000.00
12	Striping	LS	1	\$ 4,000.00	\$ 4,000.00
TOTAL					\$ 136,107.00

TOTAL	\$ 136,107.00
10% CONTINGENCY	\$ 13,610.70
GRAND TOTAL	\$ 149,717.70

PROFESSIONAL ENGINEERING TASK AND EXPENSE BUDGET

TASK #	DESCRIPTION	FEE
1	Data Collection and Topography, research, and review of relevant information/ site visits (30%)	\$ 4,083.21
2	Design Phase (60%)	\$ 8,166.42
3	Construction Phase (10%)	\$ 1,361.07
ENGINEERING SERVICES GRAND TOTAL (10%)		\$ 13,610.70



Maria Cortez <maria.cortez@co.hidalgo.tx.us>

ILA City of Elsa

1 message

Victor M. Garza <victor.garza@da.co.hidalgo.tx.us>

Thu, Sep 12, 2024 at 1:43 PM

To: Maria Cortez <maria.cortez@co.hidalgo.tx.us>, Rey Salazar <rey.salazar@co.hidalgo.tx.us>

Ms. Cortez,

Please see attached ARPA ILA for the City of Elsa Stormwater Improvements project. The agreement is approved as to form. Please let me know if you have any questions or concerns.

Respectfully,

Victor M. Garza

Chief Administrative Attorney

Hidalgo County Criminal District Attorney's Office

Toribio "Terry" Palacios

Hidalgo County, Texas

100 East Cano Street

Edinburg, Texas 78539

(956) 292-7609 EXT. 8185

(956) 292-7619 FAX

victor.garza@da.co.hidalgo.tx.us

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ILA.CITY OF LA ELSA.STORMWATER IMPROVEMENTS.ARPA (2) (1).docx

43K



Risk Assessment Tool	
Subrecipient Name	City of Elsa
Project Title	Hidalgo County Precinct 1 Assistance to the City of Elsa - Stormwater Improvements
ARPA Project Number	ARPA-24-121-368
Fiscal Impact	\$150,000.00
Grant Period	Through December 31, 2024
Monitor Period	Through December 31, 2031

Authorized Grantee Representative			
Individual who is appropriately authorized to attest to the accuracy of the information below.			
Name	Juan Jose Ybarra	Title	City Manager
Phone Number	956-292-2127	Email	jybarracitymanager@cityofelsa.net

#	Question	Points Possible	Response - Select from Dropdown	Score	Comments
1	Does your organization have any grant experience? (If yes, provide types of grants and grant names.	1	Yes	1	The City of Elsa has managed the following Federal, State and Local Grants: - Valley Baptist Legacy Foundation - Texas Parks and Wildlife Department - RGVMPPO (Metro bus system) - AARP - RGVMPPO-Transportation Alternatives - HUD-CPF FY2020 - HUD-CPF FY2023 - Texas Reads Grant Program - Local Boarder Security Program - ARPA - FEMA Assistance to Firefighters
2	Has your organization managed federally funded grant programming in the last 48 months? (If yes, provide a list of current grants)	1	Yes	1	The following federal grants have been managed by the city in the last 48 months: - Department of Interior - CDBG
3	Was your organization subject to financial and/or single audits in the last 48 months? If Yes, provide copies of audits.	1	Yes	1	
4	Is your organization free of any audit findings within the last 5 years? If No, provide findings, management responses and status of findings.	1	No	0	Audit reports from FYE 2020, 2021, 2022, and 2023 cite: - City did not close out prior financial statements on time, causing delay in audit process
5	Has your organization taken appropriate and timely action to remedy prior findings?	1	Yes	1	
6	Has your organization undergone any annual Federal or State Compliance or monitoring related activities?	1	No	0	
7	Does your organization have the capacity to manage and implement federal regulations, such as 2 CFR 200, segregation of duties, cash handling, contracting procedures, and personnel and travel policies? (2 CFR 200.303 - Internal Controls)	1	Yes	1	
8	Does your organization have written policies and procedures in place that are in alignment with 2 CFR 200 for 1) Ethics/ Professional Conduct, 2) Conflict of Interest Policy, 3) Purchasing/Procurement, 4) Segregation of Duties, 5) Monitoring the use of grant funds?	1	Yes	1	
9	Has key staff been instrumental in the funds process and generally remained stable in the past 2 years?	1	Yes	1	
10	Does your organization have the necessary personnel to ensure that documents and/or status reports are provided to the County as required?	1	Yes	1	
11	Does your organization maintain an inventory of federal government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location and disposition of equipment? (If Yes, provide a copy of the inventory log.)	1	No	0	Fixed Asset Log/Inventory Log was not provided
12	Has your organization's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	No	0	
13	Does your organization's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, systems must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
14	Does your organization have an active SAM.gov account that is not debarred, suspended or federal debt delinquent? (If Yes, provide a copy from SAM.gov .)	1	Yes	1	
15	Does your entity maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
16	Has your entity been consistent and timely with prior program reporting requirements?	1	Yes	1	
17	Have your entity's financial reports for any previous programming been adequate, accurate and timely?	1	Yes	1	

Total Points Available	17
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Risk Score	13
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LEGEND	
High Risk	Less than 4
Medium Risk	Between 5-11
Low Risk	Greater than 11

ARPA Review	
Date of Review	08/01/2024
ARPA Specialist	Maria Elena Cortez

3. Hidalgo County Precinct 2 Assistance to Proyecto Azteca, Inc.

STATE OF TEXAS §

COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING
TO DIRECT AMERICAN RESCUE PLAN ACT FUNDS TO PROYECTO AZTECA, LLC.**

This Memorandum of Understanding (“MOU”) is made on this 17th day of September 2024 by and between the COUNTY OF HIDALGO, TEXAS (“COUNTY”), and the PROYECTO AZTECA, INC. (“PROYECTO”) “Grantee”, with its principal office located at 1601 US-83 BUS., San Juan, Texas 78589.

WHEREAS, pursuant to Texas Government Code Section 418.108, Hidalgo County Judge Richard Cortez issued a Declaration of Local Disaster for Public Health Emergency on March 17, 2020, due to the imminent threat arising from the Coronavirus (COVID-19); and

WHEREAS, on March 22, 2020, the Commissioners Court of Hidalgo County issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency; 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 quality affordable housing for low and very low-income residents and families, and other vulnerable populations in response to the negative economic impacts of COVID-19, and respond to disproportionately impacted communities; and

WHEREAS, on or about March 11, 2021, the Federal Government passed the American Rescue Plan Act (“ARPA”), including the Coronavirus State and Local Fiscal Recovery Fund (the “SLFRF”) which provides for direct payments of SLFRF funds to respond to the COVID-19 public health emergency and its economic impacts through eligible uses; and

WHEREAS, the County received a direct distribution of the SLFRF to be used for expenditures that were directly related to and incurred as a result of the ongoing COVID-19 public health emergency and the negative economic impacts of the ongoing emergency; and

WHEREAS, pursuant to guidance provided by the United States Department of Treasury: (Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the “Guidance”), version 6.0 issued March 28, 2024, The Interim Final Rule dated May 17, 2021, The Final Rule dated January 6, 2022, and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, (which are attached hereto and incorporated by reference herein as **Exhibit “A”**), the SLFRF allows a recipient to transfer funds to a non-profit organization, **provided that the funds transferred are used for an eligible use as outlined in section 603 (c)(1) of the Social Security Act, and the Guidance**; and

WHEREAS, as allowed under the Guidance, the County desires to grant a portion of the funds received to be designated for the continued operations for expanding critical housing services, as part of the Hidalgo County American Rescue Plan Act Nonprofit Negative Economic Impacts

Program and hereby designates a portion of the funds received to be transferred to PROYECTO for expenses related to the COVID-19 public health emergency to address continued operations for critical housing services in order to provide quality affordable housing for low and very low-income local residents and families in compliance with the terms and criteria of the SLFRF and as more fully described below; and

WHEREAS, amounts paid from the SLFRF are subject to restrictions outlined in the Guidance and as set forth in section 603(c) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act; and

WHEREAS, the SLFRF further requires that all recipients and beneficiaries comply with certain terms and conditions more particularly described below and in the Guidance attached as **Exhibit “A”** as well as any future guidance provided by the U.S. Department of Treasury; and

WHEREAS, the purposes of this agreement is to memorialize the understanding between the parties that the COUNTY will transfer to PROYECTO a specified amount of the SLFRF in order to directly address the continued operations for expanding critical housing services and provide for necessary expenses for actions taken to respond to the ongoing COVID-19 public health emergency and the negative economic impacts of the ongoing emergency in the community. In exchange, PROYECTO will continue operations and expanded critical housing services in order to provide quality affordable housing for low and very low-income families and residents of Hidalgo County as authorized in the Guidance and as more fully described below; and

WHEREAS, the COUNTY finds that this agreement, as it relates to the provision of services and the negative economic impacts of the ongoing emergency in the community to nonprofit organizations, individuals, and families that have been directly impacted by the COVID-19 public health emergency, serves a public purpose as it is for the health, safety, and wellbeing of the residents of the County of Hidalgo.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants expressed between the parties hereto, it is understood and agreed by and between COUNTY and PROYECTO, as follows:

RESPONSIBILITIES OF THE PARTIES:

1. PROYECTO agrees to abide by the Guidance provided under the ARPA, Coronavirus State and Local Fiscal Recovery Fund, and as more particularly described in section 603(c) of the Social Security Act and any further guidance issued by the United States Department of Treasury. **See Exhibit “A”**.
2. PROYECTO represents that it has read and understood the terms and conditions of the SLFRF attached hereto as **Exhibit “A”** and as a condition of being a beneficiary of SLFRF, PROYECTO agrees to comply with all terms and conditions required of entities accepting funds through this agreement and PROYECTO further warrants and represents to the County that the funds it will expend meet the criteria allowed under the SLFRF as outlined below.
3. ARPA provides that payments from the SLFRF may only be used to fund eligible uses, and specifically in this instance funds are being transferred---for operations

related to expanded critical housing services for low and very low-income families, and other vulnerable populations in response to the negative economic impacts of COVID-19 public health emergency.

4. As related to the eligible use identified above, costs should be incurred and/or obligated on or after March 3, 2021, and should be expended upon completion of the project, and or by December 31, 2025, whichever occurs first.
5. PROYECTO will provide expanded access to critical housing services and quality affordable housing for low and very low-income families, and other vulnerable populations in response to the negative economic impacts of COVID-19 public health emergency to residents of the COUNTY.
6. PROYECTO will continue operations to facilitate applicable compliance with COVID-19 related public health measures by providing expanded access to critical housing services for low and very low-income families, and other vulnerable populations in response to the negative economic impacts of COVID-19 public health emergency to residents of the COUNTY. PROYECTO will provide services and related actions as authorized under the ARPA, Coronavirus State and Local Fiscal Recovery Fund, and agrees to establish and maintain all necessary records and reports that may be required and provide all necessary documentation to ensure expenditures are in compliance with the SLFRF for five (5) years after funds have been expended.
7. COUNTY has designated funds from the SLFRF in the amount of **\$300,000.00** to be allocated to PROYECTO to afford necessary expenses of actions to assist with the ongoing COVID-19 related public health measures, negative economic impacts, and to continue to provide critical services to the residents of the COUNTY. Upon execution of the Agreement by all parties, the COUNTY will disburse funds in one lump sum payment from the SLFRF upon presentation of an appropriate Cost Reimbursement/Payment Request Form attached as **Exhibit "C"**, and related documentation pursuant to the requirements of paragraph (10.) of this Agreement.
8. This Agreement is effective upon execution and ends on **December 31, 2025**. The term of this Agreement may be extended by mutual agreement of the parties. The Agreement may be terminated by either party without cause, upon thirty (30) days prior written notice to the other party.
9. PROYECTO shall deliver a copy of all related supporting expense documentation, along with the Cost Reimbursement/Payment Request form (attached hereto and incorporated by reference as **Exhibit "C"**), and the final report of COVID-19 related expenditures which includes inventory of all property acquired or improved by SLFRF funds, and final financial report to COUNTY no later than December 31, 2025, and shall keep the supporting documentation for a minimum of five (5) years. PROYECTO shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representative, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by PROYECTO pertaining to this Agreement as it pertains to the use of federal funds.
10. PROCUREMENT. PROYECTO agrees to conform to its own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the SLFRF and/or this Agreement. PROYECTO, as a

non-federal entity, is advised that procurements made with federal funds are subject to the provisions of 2 CFR §§ 200.317 – 200.327, and resulting contracts must contain applicable provisions described in Appendix II to Part 200- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Applicable federal law, including but not limited to the procurement provisions of 2 CFR 200 applicable to entities receiving federal funds must be followed and are incorporated by reference herein funds provided to directly address expanded food distribution and related expenses incurred directly relating to COVID-19.

11. CONFLICT OF INTEREST. PROYECTO covenants that none of its officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities covered by the SLFRF. PROYECTO agrees that all officers, employees, consultants or agents shall comply fully with the requirements of The SLFRF.
12. PROYECTO agrees that no person who is an officer, employee, consultant, or agent of the PROYECTO organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities for which PROYECTO is now seeking funds from the SLFRF.
13. PROYECTO is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.
14. PROYECTO warrants and represents that they are a religious non-profit with 501(c)(3) status and eligible to receive funds under the SLFRF.
15. 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.
16. 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.
17. **INDEMNIFICATION. THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF THE PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.**
18. 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.
19. 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.
20. 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 PROYECTO. 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.

21. ENTIRE AGREEMENT. This Agreement contains the entire contract 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. This Agreement may be modified or amended only by agreement in writing executed by County and PROYECTO, and not otherwise.
22. TEXAS LAW TO APPLY. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
23. **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, 2nd Floor
Edinburg, TX 78539
(956)318-2600

With copy to: Mr. Dagoberto Soto Jr.
Hidalgo County Budget Officer
505 S. McColl Rd., Suite G
Edinburg, Texas 78539
(956)292-7025
-And-

Ms. Letty Chavez
Hidalgo County Auditor
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
(956)318-2511

If to PROYECTO: Amber Arriaga-Salinas
PROYECTO AZTECA, INC.
1601 US-83 BUS
San Juan, Texas 78589
(956) 702-3307

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.

24. Neither party shall assign any right, benefit or duty under this Agreement without the other party's prior written consent.
25. This Agreement may be executed in any number of counterparts, including facsimile or scanned/emailed PDF documents. Each such counterpart, facsimile, or scanned/emailed PDF document shall be deemed an original instrument, all of which, together, shall constitute one and the same executed Agreement.
26. **ADDITIONAL DOCUMENTS.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
27. **SUCCESSORS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
28. The Parties to the Agreement agree that all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or COUNTY and PROYECTO policy, including without limitation race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. PROYECTO shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.
29. The Parties agree to comply with all applicable state or federal statute, rule, regulation, grant, contract provision, subsequent federal guidance or other similar restriction that imposes additional or greater requirements than stated in this MOU that is directly applicable to the performance under this Agreement. 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.
30. **LIABILITY FOR DISALLOWED COSTS.** PROYECTO understands and agrees that the funds received under this Agreement are federal funds and as such, it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of the SLFRF. PROYECTO further understands and agrees that reimbursement to County of such disallowed costs shall be paid by PROYECTO from funds that were not provided or otherwise made available to PROYECTO pursuant to this Agreement or any other federal award.
31. **HEADINGS.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
32. **IMMUNITY.** This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and any applicable governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of immunities from suit or from liability that either County or PROYECTO has by operation of law.
33. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this

Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

34. **AUTHORITY TO EXECUTE.** The execution and performance of this Agreement by County and PROYECTO have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and PROYECTO in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

PROYECTO AZTECA, LLC.

HIDALGO COUNTY

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Approved as to form for Hidalgo County:
Office of Criminal District Attorney, Toribio "Terry" Palacios.

By: _____
Victor M. Garza, Assistant District Attorney

TABLE OF EXHIBITS

- EXHIBIT – A** **Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the “Guidance”), version 5.4 issued December 14, 2023; The Interim Final Rule dated May 17, 2021; The Final Rule dated January 6, 2022; and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions– to include any future updated guidance**
- EXHIBIT – B** **Coronavirus State and Local Fiscal Recovery Funds FAQ’s issued on May 27, 2021, June 8, 2021, June 17, 2021, June 23, 2021, June 24, 2021, July 14, 2021, July 19, 2021, November 15, 2021, January 2022, April 27, 2022, and July 27, 2022, and April 10, 2023– to include any future updated guidance**
- EXHIBIT – C** **Cost Reimbursement/Payment Request Form**



EXHIBITS

Exhibit - A

1. [State and Local Fiscal Recovery Funds Compliance and Reporting Guidance](#)
2. [Interim Final Rule](#)
3. [Final Rule](#)
4. [Award Terms and Conditions](#)
5. Any future updated guidance is to be included.

Exhibit - B

1. [Coronavirus State and Local Fiscal Recovery Funds FAQ, January 2022](#) Interim Final Rule
2. [Coronavirus State and Local Fiscal Recovery Funds FAQ, July 27, 2022](#) Final Rule
3. Any future updated guidance is to be included.

[US Department of the Treasury - Coronavirus State and Local Fiscal Recovery Funds](#)



HIDALGO COUNTY AUDITOR'S OFFICE American Rescue Plan Act (ARPA) Reimbursement/Payment Request Form

All parts of this form must be completed. *Incomplete forms will be returned.* The information must be legible. Please refer to the instructions page for proper completion of this form.

SECTION 1	ENTITY CONTACT INFORMATION					
	1. Entity Name:		2. Contact Name:		3. Contact Title:	
4. Mailing Address: (Street, city, state and ZIP code)			5. Contact Phone: _____ ext. _____			
SECTION 2	TYPE OF REQUEST					
	6. Payment Type: If this is a one time payment request, check box and enter request amount then proceed to Section 5. \$ _____ If this is a periodic reimbursement request, check box then proceed to Section 3. \$ _____					
SECTION 3	ARPA EXPENDITURE INFORMATION					
	7. Report Period:		Begin Date	End Date	8. Payment Request No.: -	
	To Be Completed By Entity			Budget Office Use Only		
	9. Invoice No.	10. Check Date	11. Check No.	12. Check Amt.	14. Project Name	15. Approved Amt.
	13. TOTAL			\$ -	17. TOTAL	
SECTION 4	DOCUMENTATION CHECK LIST					
	Purchasing Policy (should only be provided once)		Quotes	Copies of cancelled checks		
	Sam.gov verification for each vendor		Bids	Invoices		
	Purchase Order for each invoice		Contracts	Detail Check History Report		
SECTION 5	ASSURANCES					
	18. This request is for necessary expenditures incurred due to the public health emergency with respect to COVID-19?				Yes	No
	19. Were the expenditures reported above incurred (paid) on or after March 3, 2021?				Yes	No
SECTION 6	CERTIFICATION					
	The undersigned hereby certifies under penalties of perjury that this request for reimbursement from the Coronavirus Local Fiscal Recovery Fund is true, complete, and accurate and the expenditures reported are in compliance with all conditions of section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act ("ARPA"). I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties.					
	21. Name:			22. Title:		
23. Signature:			24. Date:			
SECTION 7	SUBMISSION INFORMATION			FOR COUNTY USE ONLY		
	Submit completed form and supporting documentation via: email: ARPA@auditor.co.hidalgo.tx.us mail: Hidalgo County Auditor's Office Hidalgo County Administration Building 2808 South Business Highway 281 Edinburg, Texas 78539-6243			Budget Office		Auditor's Office
				25. Reviewed by: (signature)		28. Reviewed by: (signature)
				26. Name:		29. Name:
				27. Date:		30. Date:

HIDALGO COUNTY AUDITOR'S OFFICE

Instructions For American Rescue Plan Act (ARPA) Reimbursement Request Form

GENERAL INSTRUCTIONS

Please complete all sections of the Reimbursement Request Form and forward the completed form along with supporting documentation via:

email: APRA@auditor.co.hidalgo.tx.us
mail: HIDALGO COUNTY AUDITOR
ATTN: GRANTS DIVISION
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243

Please note that the review process takes anywhere from 10 to 30 days to complete. All payments will be paid via check.

Section 1: Entity Contact Information

1. **Entity Name:** Enter the name of the entity.
2. **Contact Name:** Enter the name of the person we should contact for questions related to the reimbursement request and/or supporting documentation.
3. **Contact Title:** Enter the title of the contact person.
4. **Mailing Address:** Enter the mailing address where reimbursement checks should be mailed.
5. **Contact Phone:** Enter the Contact's phone number (and ext., if applicable.)

Section 2: Type of Request

6. **Payment Type:**
If this is one time payment request, check box and enter request amount then proceed to Section 5.
If this is a periodic reimbursement request, check box then proceed to Section 3.

Section 3: ARPA Expenditure Information

7. **Report Period:** Enter the beginning and ending dates of the period covered by reimbursement request.
The Begin Date should not predate March 3, 2021.
8. **Payment Request No.:** Requests for reimbursement can be made by completing multiple request forms. Each request should be sequentially numbered using 3 letters of the entity and the number of the request. For example, the Entity would number its first payment request form as ENT-1, the second payment request form as ENT-2, and so on.

No. 9 - 13: To Be Completed by Entity

9. **Invoice No.:** Enter the invoice no. for which the entity is requesting reimbursement.
10. **Check Date:** Enter the date of the check used to pay for the invoice for which reimbursement is being requested.
11. **Check No.:** Enter the check number used to pay for the invoice for which reimbursement is being requested.
12. **Check Amt.:** Enter the amount of the check used to pay for the invoice for which reimbursement is being requested.
13. **Total:** Enter the total for all invoices for which reimbursement is being requested.

No. 14 - 16: To Be Completed by the Hidalgo County Budget Office

14. **Project Name:** Enter the project name assigned to the entity/contract.
15. **Approved Amount:** Enter the amount approved by the Budget Office for payment, after the documents have been reviewed.
16. **Expense Category:** Indicate the type of expenditure for which reimbursement is being requested. The category should agree to the ARPA allowed categories.
17. **Total:** Enter the total amount for all invoices approved by the Budget Office for payment.

Section 4: Documentation Check List

The documentation on the checklist is the minimum documentation required to support the reimbursement amount.
Additional information may be requested, as needed.

Section 5: Assurances

18. Indicate by checking either the **Yes** or **No** box whether the expenditures reported in Section 2 were incurred due to the public health emergency with respect to COVID-19.
19. Indicate by checking either the **Yes** or **No** box whether the expenditures reported in Section 2 were incurred (paid) on or after March 3, 2021.
20. Indicate by checking either the **Yes** or **No** box whether any part of the expenditures reported in Section 2 has been reimbursed by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether federal, state, or private in nature).

Section 6: Certification

21. **Name:** Enter the name of the authorized representative signing this form.
22. **Title:** Enter the title of the authorized representative signing the form.
23. **Signature:** Original signature of the authorized representative is required.
24. **Date:** Enter or print the date the form was signed.

Section 7: For County Use Only

Budget Office

25. **Reviewed by:** Original signature of the employee responsible for reviewing the form and supporting documentation.
26. **Name:** Print the name of the reviewer.
27. **Date:** Print the date the review was completed.

Auditor's Office

28. **Reviewed by:** Original signature of the employee responsible for reviewing the form and supporting documentation.
29. **Name:** Print the name of the reviewer.
30. **Date:** Print the date the review was completed.

**Proyecto Azteca Proposed Budget
ARPA Beneficiary Request
2024-2025**

Budget Item	No. of Months	Total
Personnel (Including fringe benefits)	12	\$267,162.00
Operating Expenses	12	\$32,838.00
Total Budget		\$300,000.00



Maria Cortez <maria.cortez@co.hidalgo.tx.us>

Re: Assistance to Proyecto Azteca, Inc., ARPA-24-122-369

1 message

Victor M. Garza <victor.garza@da.co.hidalgo.tx.us>
To: Maria Cortez <maria.cortez@co.hidalgo.tx.us>
Cc: Rey Salazar <rey.salazar@co.hidalgo.tx.us>

Wed, Sep 11, 2024 at 10:38 AM

Ms. Cortez,

Please see attached final DRAFT with ,additional revisions, of the ARPA agreement with Proyecto Azteca, LLC.. The agreement is approved as to form as revised (see attachment). Please let me know if you have any questions or concerns.

Respectfully,

Victor M. Garza
Chief Administrative Attorney
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

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On Wed, Sep 11, 2024 at 8:57 AM Maria Cortez <maria.cortez@co.hidalgo.tx.us> wrote:

Good morning Mr. Garza,

I hope you are doing well. I apologize for the delay in responding. I made minor revisions in red for the highlighted areas you had.

Thank you,

Maria Elena Cortez, M. Ed.
Coordinator | American Rescue Plan Act
Hidalgo County Department of Budget & Management
505 S. McColl Rd. Suite G | Edinburg, TX 78539
(956) 292-7025 Ext. 5358
maria.cortez@co.hidalgo.tx.us

Confidentiality Notice: The Electronic Communications Privacy Act, 18 U.S.C. §§2510-2521, covers this electronic message. This message and any attachment thereto contains confidential information intended for the exclusive use of the named recipient(s) and may further be privileged and confidential attorney client communication, attorney work products or proprietary information. If you are not an intended recipient, you are hereby notified that any use, disclosure, dissemination, distribution, other than to return this message to the addressee(s), notification of its unintended disclosure, and the deletion of all copies is strictly prohibited and may be illegal. If you receive this communication in error, please notify the sender or the person who transmitted the communication immediately by telephone and/or by reply to this communication and delete this message. Persons responsible for delivering this communication to the intended recipient are admonished that this communication not be copied or disseminated except as directed by the intended recipient.

On Mon, Sep 9, 2024 at 3:10 PM Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> wrote:

Ms. Cortez,

Please see attached DRAFT for your review and consideration.

Respectfully,

Victor M. Garza
Chief Administrative Attorney
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539



Beneficiary Assessment	
Organization Name	Proyecto Azteca
EIN (Sam.gov)	74-2609516 / DMJGZAZG59T7
ARPA Project Number	ARPA-24-122-TBD
Fiscal Impact	\$300,000.00
Grant Period	Through December 31, 2024

Authorized Representative			
Individual who is appropriately authorized to attest to the accuracy of the information below.			
Name	Amber Arriaga-Salinas	Title	Asst. Executive Director
Phone Number	956-702-3307 ext 102	Email	AARRIAGASALINAS@PROYECTOAZTECA.ORG
			Signature 

#	Question	Response - Select from Dropdown	Comments
1	Did your organization submit a letter requesting assistance? (Attach copy.)	Yes	attached
2	Did your organization endure decreased revenues or increased costs during the 2020 and 2021 years due to the COVID-19 pandemic ? (Provide brief description)	Yes	During the pandemic, our ability to conduct construction activities was severely limited. The upsurge in material costs, supply chain disruptions, and the scarcity of funding for housing construction made it extremely challenging to proceed with our planned projects. Instead, the funds that were available and promoted during this period were directed towards mortgage, utility, and rental assistance to support our community members in immediate need. While we worked on these programs, the brunt of the financial impact of not constructing as we had in the past is still affecting us.
3	Did your organization implement measures/interventions to mitigate the spread of COVID-19. (Provide brief description)	Yes	<ul style="list-style-type: none"> •Reduced in-person contact by using remote work and virtual meetings. •Maintained strict health and safety protocols, including mandatory masks, social distancing, and regular hand sanitizations. •Contacted clients via phone, email, or online platforms to minimize face-to-face meetings. •Increased the frequency and thoroughness of cleaning and disinfecting facilities. •Provided educational materials and resources to staff and clients about COVID-19 prevention, symptoms, and the importance of vaccination. • Provided support services, including gift card distribution, rental assistance, and health resources, according to health guidelines. • Provided accurate information about COVID-19 and available resources to underserved populations through community outreach.
4	Does your organization anticipate increased service needs as a result of COVID-19? (Provide brief description)	Yes	Proyecto Azteca has seen a significant rise in the demand for decent and affordable housing after the pandemic due to illness, job loss and the end to COVID-related assistance and eviction freezes. The pandemic has highlighted the importance of living in safe and sanitary conditions, prompting more people to seek help improving and repairing their homes. As more people faced hardships due to the pandemic, the demand for support services such as food distribution, rental assistance, and healthcare resources increased.
5	Provide a copy of the Secretary of State Certificate Verification for Certificate of Fact for your organization.	Yes	attached
6	Provide a copy of the Texas Tax-Exempt Form for your organization.	Yes	attached
7	Is your entity a 501(c)(3)/501(c)(19) tax-exempt organization? If yes, please provide a an IRS Non-profit form .	Yes	attached
8	Does your organization have an active SAM.gov account that is not debarred, suspended or federal debt delinquent? (If Yes, provide a copy from SAM.gov.)	Yes	attached
9	Does your organization have Audited Financial Reports for the last 48 months? (If Yes, provide copies for the past 4 years)	Yes	we have attached the last 4 audits, but are currently working on the fiscal year that ends 9/30/2024
10	Does your organization have Tax Return Transcripts for the past 2 years? (If Yes, provide copies for the past 2 years) IRS Tax Record Transcript Link	Yes	attached FY 2020-to 2021 FY 2021-2022
11	Does your organization have a current W-9? (If Yes, provide a copy.)	Yes	attached

4. Hidalgo County Precinct 2 Revitalize and Renew Home Replacement Program

STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND
PROYECTO AZTECA INC., FOR AMERICAN
RESCUE PLAN ACT RECOVERY FUNDS**

THIS Agreement is made on and entered into effective as of the 17th day of September, 2024, by and between the **COUNTY OF HIDALGO, TEXAS**, by and through Hidalgo County Precinct 2, hereinafter referred to as (“County”), and the **PROYECTO AZTECA INC.**, hereinafter referred to as (“Proyecto”), with its principle office located at 1601 US-83 BUS., San Juan Texas 78589, and collectively referred to as “Parties”, as follows:

WHEREAS, pursuant to Texas Government Code Section 418.108, Hidalgo County Judge Richard Cortez issued a Declaration of Local Disaster for Public Health Emergency on March 17, 2020, due to the imminent threat arising from the Coronavirus (COVID-19); and

WHEREAS, on March 22, 2020, the Commissioners Court of Hidalgo County issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency; and

WHEREAS, on or about March 11, 2021, the Federal Government passed the American Rescue Plan Act (“ARPA”), including the Coronavirus State and Local Fiscal Recovery Fund (the “SLFRF”) which provides for direct payments to qualifying units of local governments to respond to the COVID-19 public health emergency and its economic impacts through eligible uses; and

WHEREAS, the County received a direct distribution of the SLFRF to be used for eligible expenditures that were directly related to and/or incurred as a result of the COVID-19 public health emergency and the negative economic impacts of the emergency; and

WHEREAS, pursuant to guidance provided by the United States Department of Treasury: (Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the “Guidance”) version 5.4 issued December 14, 2023, The Interim Final Rule dated May 17, 2021, The Final Rule dated January 6, 2022 and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, (which are attached hereto and incorporated by reference herein as **Exhibit “A”**), the SLFRF allows a recipient to transfer funds to another unit of government, **provided that the funds transferred are used for an eligible use as outlined in section 603 (c)(1) of the Social Security Act, and the Guidance**; and

WHEREAS, the County and Proyecto now desire to establish a partnership to collaborate with the Proyecto as part of the Hidalgo County American Rescue Plan Act Housing Program and establish the Hidalgo County Precinct 2 Revitalize and Renew Home Replacement Program; and address substandard housing conditions in disproportionately impacted communities to help mitigate the ongoing effects of COVID-19. To further these efforts, the County and Proyecto, a non-profit self-help construction company serving very low and low-income families in colonias

and other rural areas of the Hidalgo County, shall implement the Program to mitigate the deterioration of substandard housing by rehabilitating homes, and addressing home health safety hazards in order to conform with minimum property standards and provide decent, safe, sanitary, and affordable housing for very low and low-income family. dwellings. will designate a portion of the funds received from the SLFRF to be transferred to the Proyecto for the Project which includes, but is not limited to identifying and replacing severely dilapidated homes, mitigating health and safety hazards for rehabilitated homes, and providing for the construction of new housing, and other necessary provisions;

WHEREAS, the goal of this program is to assist in promoting stable and affordable housing in disproportionately impacted communities and underserved residents who have been impacted by the COVID-19 public health emergency continue in an effort to facilitate the increase supply of affordable and quality housing to improve housing security and home ownership, in response to the public health emergency and in compliance with the terms and criteria of the SLFRF and as more fully described below; and

WHEREAS, amounts paid from the SLFRF are subject to restrictions outlined in the Guidance and as set forth in section 603(c) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act; and

WHEREAS, the SLFRF further requires that all recipients and sub-recipient(s) comply with certain terms and conditions more particularly described below and in the Guidance attached as **Exhibit “A”** as well as any future guidance provided by the U.S. Department of Treasury; and

WHEREAS, County and Proyecto desire to enter into this agreement for a public purpose and for the benefit of those residents of the County and Proyecto and to further detail each party’s duties and responsibilities; and

NOW THEREFORE, County and Proyecto in consideration of the mutual covenants expressed hereinafter, agree as follows:

SECTION I RULES AND REGULATIONS

1.1 Proyecto agrees to abide by the Guidance provided under the ARPA, Coronavirus State and Local Fiscal Recovery Fund, and as more particularly described in section 603(c) of the Social Security Act and any further guidance issued by the United States Department of Treasury. **See Exhibit “A”**

SECTION II DEBARMENT/SUSPENSION CERTIFICATION

2.1 Proyecto certifies that Proyecto is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at <http://sam.gov>.

SECTION III TERMS AND CONDITIONS AND PROPOSED PLAN

3.1 Proyecto represents that it has read and understood the terms and conditions of the SLFRF attached hereto as **Exhibit “A”** and as a condition of being a sub-recipient of SLFRF, Proyecto agrees to comply with all terms and conditions required of entities accepting funds through a sub-recipient agreement and Proyecto further warrants and represents to the County that the funds it will expend meet the criteria allowed under the SLFRF as outlined below:

The ARPA provides that payments from the SLFRF may only be used to fund eligible uses, and specifically in this instance funds are being transferred —

To assist the Proyecto in implementing the Hidalgo County Precinct 2 Revitalize and Renew Home Replacement Program to mitigate the deterioration of substandard housing by rehabilitating homes, and addressing home health safety hazards in order to conform with minimum property standards and provide decent, safe, sanitary, and affordable housing for very low and low-income family dwellings, in order to promote improved health and safety outcomes for those in disproportionately impacted communities to help mitigate the ongoing effects of COVID-19, which includes underserved residents who have been impacted by the public health emergency; the funds will ensure the residents continue to have access to the an increased supply of stable and affordable quality housing to improve housing security and home ownership. The Project shall include, but is not limited to identifying and replacing severely dilapidated homes, mitigating health and safety hazards for rehabilitated homes, and providing for the construction of new housing, and other necessary provisions, thereby increasing and improving community quality of life in response to the negative impacts of the public health emergency.

As related to the eligible use identified above, costs should be incurred and/or obligated on or after March 3, 2021, and should be expended upon completion of the Program, and/or by December 31, 2025, whichever occurs first.

For purposes of the ARPA Funds, *incurred* means the unit of local government (sub-recipient) has expended the funds to cover the costs of an eligible expense. Examples of eligible expenses and prohibited costs may be found in the Guidance, version 5.3 dated December 14, 2023, in the Interim Final Rule dated May 17, 2021, and in The Final Rule dated January 6, 2022, provided in the attached **Exhibit “A”**, and in the additional SLFRF FAQ’s and guidance provided by the U.S. Department of Treasury (dated May 27, 2021, June 8, 2021, June 17, 2021, June 23, 2021, June 24, 2021, July 14, 2021, July 19, 2021, November 15, 2021, January 2022, April 27, 2022, July 27, 2022, April 10, 2023, February 1, 2024, March 5, 2024, March 29, 2024, and any subsequent amendments thereafter) which are attached hereto and incorporated by reference herein as **Exhibit “B” (to include any future updated guidance from the U.S. Treasury)**.

3.2 County has designated funds in the amount of **\$210,000.00** to be allocated to the Proyecto for implementing the Hidalgo County Precinct 2 Revitalize and Renew Home Replacement Program to mitigate the deterioration of substandard housing by rehabilitating homes, and addressing home health safety hazards in order to conform with minimum property standards and provide decent, safe, sanitary, and affordable housing for very low and low-income family dwelling in disproportionately impacted communities to help mitigate the ongoing effects of COVID-19, and ensure the residents continue to have access to the stable and affordable housing by identifying and replacing severely dilapidated homes, mitigating health and safety hazards for rehabilitated homes, and providing for the construction of new housing, thereby increasing and improving community quality of life by access to a supply of affordable and quality housing to improve housing security and home ownership, in response to the negative impacts of the public health emergency. Proyecto shall submit requests to County on the prescribed Cost Reimbursement/Payment Request Form attached as **Exhibit “C”**, and related documentation for expenses, pursuant to the paragraph (3.3) of this Agreement. County will disburse funds within thirty (30) days upon receipt of a proper Cost Reimbursement/Payment Request form and internal review and audit procedures. Requests shall be submitted to COVID-19@auditor.co.hidalgo.tx.us. Proyecto understands that funds will be disbursed on a reimbursement basis.

3.3 In consideration of the Proyecto’s representation that it will comply with the terms of the SLFRF and further agrees to comply with the terms of this sub-recipient Agreement, Proyecto shall deliver a copy of all related supporting expense documentation, along with the Cost Reimbursement/Payment Request form (attached hereto and incorporated by reference as **Exhibit “C”**), and the final report of COVID-19 related expenditures to County no later than December 31, 2025, and shall keep the supporting documentation for a minimum of five (5) years. Proyecto shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representative, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by Proyecto pertaining to this Agreement as it pertains to the use of federal funds.

3.4 Proyecto agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from their proposed Hidalgo County Precinct 2 Revitalize and Renew Home Replacement Program, and/or the requirements of this Agreement. Budget adjustments will be considered and may be submitted to the, Hidalgo County Budget Officer, with final approval of the Hidalgo County Commissioners Court.

3.5 County will not be liable for costs incurred by Proyecto before commencement of this Agreement or after termination of this Agreement and will not be responsible for reimbursements pertaining to costs incurred that are not in compliance with this Agreement. Proyecto further represents and understands that amounts transferred to Proyecto will be released contingent upon submission of an eligible Proyecto of Mercedes Water Well Project plan with expenses incurred on or after March 3, 2021, which meet the criteria and Guidance provided by the U.S. Treasury and County. **See Exhibits “A” and “B”.**

3.6 Upon request, Proyecto agrees to provide County with copies of all current and applicable payment and overtime policies, workers compensation policies, retirement rates, unemployment rates, and any other reimbursable benefit and rates of payment as necessary for performance under this Agreement.

SECTION IV RECORDS AND REPORTS

4.1 Proyecto agrees to establish and maintain all necessary records and reports that may be required as outlined by the SLFRF from County. Proyecto understands that it is solely Proyecto's responsibility to keep all records and reports pertaining to SLFRF activity within their district in a manner acceptable to the U.S. Department of Treasury.

4.2 Per the ARPA Guidance, all government recipients are required to keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 603(c) of the Social Security Act.

4.3 Pursuant to ARPA, Proyecto, as a sub-recipient recipient of federal funds, must retain records (electronic and otherwise), and any supporting documentation for a minimum of five (5) years after all funds have been expended or returned to Treasury, whichever is later, as outlined in paragraph 4.c. of the Award Terms and Conditions.

4.4 County may direct Proyecto to retain documents for a longer period of time or to transfer certain records to County or federal custody when it is determined that the records possess a long term retention value.

4.5 Failure to maintain records and reports as required will result in forfeiture the funds transferred to Proyecto from County. In the event the U.S. Department of Treasury disallows expenditures for premium pay submitted by Proyecto due to Proyecto's failure to retain and provide necessary records, Proyecto understands that any monies reimbursed by County shall then be repaid to County by Proyecto in accordance with §8.1.

SECTION V MONITORING VISITS

5.1 Proyecto shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property, electronic or otherwise, belonging to or in use by Proyecto pertaining to this Agreement as it pertains to the use of federal funds for this program.

5.2 Proyecto shall give the Hidalgo County Budget Office, County, County Auditor, and any of their duly authorized representatives, unobstructed access to monitor the activities of the sub-recipient pertaining to this Agreement, ensure that the sub-award is in compliance with applicable

Federal statutes, regulations, and terms of the sub-award, and verify that sub-recipients are audited as required by Subpart F of the Uniform Guidance, as it pertains to this Agreement and to the use of federal funds for this program.

SECTION VI AUDIT REQUIREMENTS

6.1 Projecto agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 Subpart F §§200.500 – 200.521 which are incorporated by reference herein.

SECTION VII SUSPENSION AND TERMINATION

7.1 Projecto understands that this Agreement may be suspended or terminated if Projecto materially fails to comply with the provisions of the Agreement or the prescribed terms and conditions as provided in the attached **Exhibits “A”, “B”, and “C”**.

7.2 If Projecto fails to fulfill in a timely and proper manner its obligations under this Agreement, or Projecto violates any of the agreements or stipulations of this Agreement, then the County shall provide Projecto written notification of such non-performance. Projecto will be given ten (10) business days to cure any non-performance. Failure to cure such non-performance will constitute a breach of this Agreement and may be the basis for immediate termination of the Agreement. **Should a breach by the Projecto of this Agreement relate to a violation of federal law or regulation that results in The United States Department of Treasury, General Accounting Office or other applicable overseeing Federal agency demanding reimbursement from the County or the Projecto or its successor, the County will terminate Agreement and seek reimbursement of all funds from Projecto.** Projecto shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by Projecto. County may take any and all appropriate action including injunctive relief against Projecto to prevent the continued failure of Projecto to comply with the SLFRF requirements and/or failure to reimburse the County for funds disallowed by the U.S. Department of Treasury. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

7.3 In addition to the termination provisions stated above, either party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other. Termination of the Agreement does not exempt Projecto’s obligation to reimburse County for any incurred expenses disallowed by the U.S. Department of Treasury or any other overseeing federal agency.

SECTION VIII LIABILITY FOR DISALLOWED COSTS

8.1 Projecto understands and agrees that as a sub-recipient under this Agreement it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of Projecto.

Proyecto further understands and agrees that reimbursement to County of such disallowed costs shall be paid by Proyecto from funds that were not provided or otherwise made available to Proyecto pursuant to this Agreement or any other federal award.

SECTION IX INDEMNITY CLAUSE

9.1 THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF THE PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.

SECTION X CONFLICT OF INTEREST

10.1 Proyecto covenants that none of its elected officials, officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities covered by the SLFRF. Proyecto agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

10.2 Proyecto agrees that no person who is an elected official, officer, employee, consultant, or agent of Proyecto's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities for which Proyecto is now seeking funds from the SLFRF.

10.3 Proyecto is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XI MISCELLANEOUS PROVISIONS

11.1 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

11.2 **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.

11.3 **Entire Agreement.** This Agreement contains the entire contract 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. This Agreement may be modified or amended only by agreement in writing executed by County and Proyecto, and not otherwise.

11.4 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

11.5 **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, 2nd Floor
Edinburg, TX 78539
(956)318-2600

With copy to: Mr. Dagoberto Soto Jr.
Hidalgo County Budget Office
505 S. McColl Rd., Suite G
Edinburg, Texas 78539
(956)292-7025
-And-

Ms. Letty Chavez
Hidalgo County Auditor
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
(956)318-2511

If to Proyecto: Amber Arriaga-Salinas
PROYECTO AZTECA, INC.
1601 US-83 BUS
San Juan, Texas 78589
(956) 702-3307

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.

11.6 **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11.7 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

11.8 **Assignment.** This Agreement shall not be assignable by Proyecto.

11.9 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

11.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

11.11 **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and Proyecto policy, including without limitation race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. Proyecto shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

11.12 **Governmental Purpose.** To the extent applicable, each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

11.13 **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 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

11.14 **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.15 **Immunity.** This Agreement is expressly made subject to the County’s Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and Proyecto’s governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of immunities from suit or from liability that the County or Proyecto has by operation of law.

11.16 **Authority to Execute.** The execution and performance of this Agreement by County and Proyecto have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Proyecto in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

PROYECTO AZTECA LLC.

THE COUNTY OF HIDALGO

Amber Arriaga-Salinas

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

Approved by Hidalgo County Commissioners Court on _____

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

By: _____
Victor M. Garza, Chief Administrative Attorney

TABLE OF EXHIBITS

- EXHIBIT – A** **Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the “Guidance”) version 5.4 issued December 14, 2023; The Interim Final Rule dated May 17, 2021; The Final Rule dated January 6, 2022; and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions– to include any future updated guidance.**
- EXHIBIT – B** **Coronavirus State and Local Fiscal Recovery Funds FAQ’s issued on May 27, 2021, June 8, 2021, June 17, 2021, June 23, 2021, June 24, 2021, July 14, 2021, July 19, 2021, November 15, 2021, January 2022, April 27, 2022, July 27, 2022, April 10, 2023, February 1, 2024, March 5, 2024, and March 29, 2024– to include any future updated guidance.**
- EXHIBIT – C** **Cost Reimbursement/Payment Request Form**



EXHIBITS

Exhibit - A

1. [State and Local Fiscal Recovery Funds Compliance and Reporting Guidance](#)
2. [Interim Final Rule](#)
3. [Final Rule](#)
4. [Award Terms and Conditions](#)
5. Any future updated guidance is to be included.

Exhibit - B

1. [Coronavirus State and Local Fiscal Recovery Funds FAQ, January 2022](#) Interim Final Rule
2. [Coronavirus State and Local Fiscal Recovery Funds FAQ, July 27, 2022](#) Final Rule
3. Any future updated guidance is to be included.

[US Department of the Treasury - Coronavirus State and Local Fiscal Recovery Funds](#)



HIDALGO COUNTY AUDITOR'S OFFICE American Rescue Plan Act (ARPA) Reimbursement/Payment Request Form

All parts of this form must be completed. *Incomplete forms will be returned.* The information must be legible. Please refer to the instructions page for proper completion of this form.

SECTION 1	ENTITY CONTACT INFORMATION					
	1. Entity Name:		2. Contact Name:		3. Contact Title:	
4. Mailing Address: (Street, city, state and ZIP code)				5. Contact Phone: _____ ext. _____		
SECTION 2	TYPE OF REQUEST					
	6. Payment Type: If this is a one time payment request, check box and enter request amount then proceed to Section 5. <input type="checkbox"/> \$ _____ If this is a periodic reimbursement request, check box then proceed to Section 3. <input type="checkbox"/>					
SECTION 3	ARPA EXPENDITURE INFORMATION					
	7. Report Period:		Begin Date	End Date	8. Payment Request No.: -	
	To Be Completed By Entity			Budget Office Use Only		
	9. Invoice No.	10. Check Date	11. Check No.	12. Check Amt.	14. Project Name	15. Approved Amt.
	13. TOTAL			\$ -	17. TOTAL	
SECTION 4	DOCUMENTATION CHECK LIST					
	Purchasing Policy (should only be provided once)		Quotes	Copies of cancelled checks		
	Sam.gov verification for each vendor		Bids	Invoices		
	Purchase Order for each invoice		Contracts	Detail Check History Report		
SECTION 5	ASSURANCES					
	18. This request is for necessary expenditures incurred due to the public health emergency with respect to COVID-19?				Yes	No
	19. Were the expenditures reported above incurred (paid) on or after March 3, 2021?				Yes	No
SECTION 6	CERTIFICATION					
	The undersigned hereby certifies under penalties of perjury that this request for reimbursement from the Coronavirus Local Fiscal Recovery Fund is true, complete, and accurate and the expenditures reported are in compliance with all conditions of section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act ("ARPA"). I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties.					
	21. Name:			22. Title:		
23. Signature:			24. Date:			
SECTION 7	SUBMISSION INFORMATION			FOR COUNTY USE ONLY		
	Submit completed form and supporting documentation via: email: ARPA@auditor.co.hidalgo.tx.us mail: Hidalgo County Auditor's Office Hidalgo County Administration Building 2808 South Business Highway 281 Edinburg, Texas 78539-6243			Budget Office		Auditor's Office
				25. Reviewed by: (signature)		28. Reviewed by: (signature)
				26. Name:		29. Name:
				27. Date:		30. Date:

HIDALGO COUNTY AUDITOR'S OFFICE

Instructions For American Rescue Plan Act (ARPA) Reimbursement Request Form

GENERAL INSTRUCTIONS

Please complete all sections of the Reimbursement Request Form and forward the completed form along with supporting documentation via:

email: APRA@auditor.co.hidalgo.tx.us
mail: HIDALGO COUNTY AUDITOR
ATTN: GRANTS DIVISION
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243

Please note that the review process takes anywhere from 10 to 30 days to complete. All payments will be paid via check.

Section 1: Entity Contact Information

1. **Entity Name:** Enter the name of the entity.
2. **Contact Name:** Enter the name of the person we should contact for questions related to the reimbursement request and/or supporting documentation.
3. **Contact Title:** Enter the title of the contact person.
4. **Mailing Address:** Enter the mailing address where reimbursement checks should be mailed.
5. **Contact Phone:** Enter the Contact's phone number (and ext., if applicable.)

Section 2: Type of Request

6. **Payment Type:**
If this is one time payment request, check box and enter request amount then proceed to Section 5.
If this is a periodic reimbursement request, check box then proceed to Section 3.

Section 3: ARPA Expenditure Information

7. **Report Period:** Enter the beginning and ending dates of the period covered by reimbursement request.
The Begin Date should not predate March 3, 2021.
8. **Payment Request No.:** Requests for reimbursement can be made by completing multiple request forms. Each request should be sequentially numbered using 3 letters of the entity and the number of the request. For example, the Entity would number its first payment request form as ENT-1, the second payment request form as ENT-2, and so on.

No. 9 - 13: To Be Completed by Entity

9. **Invoice No.:** Enter the invoice no. for which the entity is requesting reimbursement.
10. **Check Date:** Enter the date of the check used to pay for the invoice for which reimbursement is being requested.
11. **Check No.:** Enter the check number used to pay for the invoice for which reimbursement is being requested.
12. **Check Amt.:** Enter the amount of the check used to pay for the invoice for which reimbursement is being requested.
13. **Total:** Enter the total for all invoices for which reimbursement is being requested.

No. 14 - 16: To Be Completed by the Hidalgo County Budget Office

14. **Project Name:** Enter the project name assigned to the entity/contract.
15. **Approved Amount:** Enter the amount approved by the Budget Office for payment, after the documents have been reviewed.
16. **Expense Category:** Indicate the type of expenditure for which reimbursement is being requested. The category should agree to the ARPA allowed categories.
17. **Total:** Enter the total amount for all invoices approved by the Budget Office for payment.

Section 4: Documentation Check List

The documentation on the checklist is the minimum documentation required to support the reimbursement amount.
Additional information may be requested, as needed.

Section 5: Assurances

18. Indicate by checking either the **Yes** or **No** box whether the expenditures reported in Section 2 were incurred due to the public health emergency with respect to COVID-19.
19. Indicate by checking either the **Yes** or **No** box whether the expenditures reported in Section 2 were incurred (paid) on or after March 3, 2021.
20. Indicate by checking either the **Yes** or **No** box whether any part of the expenditures reported in Section 2 has been reimbursed by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether federal, state, or private in nature).

Section 6: Certification

21. **Name:** Enter the name of the authorized representative signing this form.
22. **Title:** Enter the title of the authorized representative signing the form.
23. **Signature:** Original signature of the authorized representative is required.
24. **Date:** Enter or print the date the form was signed.

Section 7: For County Use Only

Budget Office

25. **Reviewed by:** Original signature of the employee responsible for reviewing the form and supporting documentation.
26. **Name:** Print the name of the reviewer.
27. **Date:** Print the date the review was completed.

Auditor's Office

28. **Reviewed by:** Original signature of the employee responsible for reviewing the form and supporting documentation.
29. **Name:** Print the name of the reviewer.
30. **Date:** Print the date the review was completed.

Revitalize and Renew Home Replacement Program Budget

Line Item Description	Funding Request
Homes	\$130,000
Site Preparation for Home	\$65,000
Temporary Housing and other provisions	\$15,000
Total Program Budget	\$210,000



Maria Cortez <maria.cortez@co.hidalgo.tx.us>

Re: ARPA PCT.2 HOUSING

1 message

Victor M. Garza <victor.garza@da.co.hidalgo.tx.us>
To: Maria Cortez <maria.cortez@co.hidalgo.tx.us>
Cc: Rey Salazar <rey.salazar@co.hidalgo.tx.us>

Thu, Sep 12, 2024 at 10:29 AM

Please see attached approved agreement.

Victor M. Garza
Chief Administrative Attorney
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

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On Thu, Sep 12, 2024 at 10:25 AM Maria Cortez <maria.cortez@co.hidalgo.tx.us> wrote:

Thank you, can you send the attachment?

Maria Elena Cortez, M. Ed.
Coordinator | American Rescue Plan Act
Hidalgo County Department of Budget & Management
[505 S. McColl Rd. Suite G | Edinburg, TX 78539](mailto:maria.cortez@co.hidalgo.tx.us)
(956) 292-7025 Ext. 5358
maria.cortez@co.hidalgo.tx.us

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On Thu, Sep 12, 2024 at 10:16 AM Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> wrote:

Ms. Cortez,

Our office has reviewed the ARPA MOU between the County and Proyecto Azteca for the Revitalize and Renew Home Replacement Program. Subject to the recommended changes our office approves the form of the agreement.

Please let me know if you have any additional questions or concerns.



Risk Assessment Tool

Subrecipient Name	Proyecto Azteca, Inc.
Project Title	Hidalgo County Precinct 2 Revitalize and Renew Home Replacement Program
ARPA Project Number	ARPA-24-122-371
Fiscal Impact	\$210,000.00
Grant Period	Through December 31, 2024
Monitor Period	Through December 31, 2026

Authorized Grantee Representative

Individual who is appropriately authorized to attest to the accuracy of the information below.			
Name	Amber Arriaga-Salinas	Title	Assistant Executive Director
Phone Number	956-702-3307	Email	aarriagasalinas@proyectoazteca.org

#	Question	Points Possible	Response - Select from Dropdown	Score	Comments
1	Does your organization have any grant experience? (If yes, provide types of grants and grant names.	1	Yes	1	
2	Has your organization managed federally funded grant programming in the last 48 months? (If yes, provide a list of current grants)	1	Yes	1	
3	Was your organization subject to financial and/or single audits in the last 48 months? If Yes, provide copies of audits.	1	Yes	1	
4	Is your organization free of any audit findings within the last 5 years? If No, provide findings, management responses and status of findings.	1	N/A	0	
5	Has your organization taken appropriate and timely action to remedy prior findings?	1	N/A	0	
6	Has your organization undergone any annual Federal or State Compliance or monitoring related activities?	1	No	0	
7	Does your organization have the capacity to manage and implement federal regulations, such as 2 CFR 200, segregation of duties, cash handling, contracting procedures, and personnel and travel policies? (2 CFR 200.303 - Internal Controls)	1	Yes	1	
8	Does your organization have written policies and procedures in place that are in alignment with 2 CFR 200 for 1) Ethics/ Professional Conduct, 2) Conflict of Interest Policy, 3) Purchasing/Procurement, 4) Segregation of Duties, 5) Monitoring the use of grant funds?	1	Yes	1	
9	Has key staff been instrumental in the funds process and generally remained stable in the past 2 years?	1	Yes	1	
10	Does your organization have the necessary personnel to ensure that documents and/or status reports are provided to the County as required?	1	Yes	1	
11	Does your organization maintain an inventory of federal government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location and disposition of equipment? (If Yes, provide a copy of the inventory log.)	1	Yes	1	
12	Has your organization's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	Yes	1	
13	Does your organization's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, systems must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
14	Does your organization have an active SAM.gov account that is not debarred, suspended or federal debt delinquent? (If Yes, provide a copy from SAM.gov .)	1	Yes	1	
15	Does your entity maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
16	Has your entity been consistent and timely with prior program reporting requirements?	1	Yes	1	
17	Have your entity's financial reports for any previous programming been adequate, accurate and timely?	1	Yes	1	

Total Points Available	17
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Risk Score	14
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LEGEND	
High Risk	Less than 4
Medium Risk	Between 5-11
Low Risk	Greater than 11

ARPA Review

Date of Review	08/27/2024
ARPA Specialist	Maria Elena Cortez