

Exhibit B

Precinct 1

MEMORANDUM OF UNDERSTANDING
REGARDING INTER-AGENCY AGREEMENT FOR
THE OBLIGATION OF SLFRF FUNDS

This MEMORANDUM OF UNDERSTANDING REGARDING OBLIGATION OF SLFRF FUNDS (“MOU”) is entered into as of the 10th day of December, 2024 by and between the **COUNTY OF HIDALGO TEXAS, COMMISSIONERS COURT** (“Local Government”) and the Hidalgo County **COMMISSIONERS PRECINCT # 1** (“Agency”) as follows:

WHEREAS, The Local Government is the recipient of State and Local Fiscal Recovery Funds (SLFRF) pursuant to the terms and conditions of the agreement entered into by the Department of the Treasury (“Treasury”) and the Local Government, which incorporates the provisions of the 2022 final rule, the 2023 interim final rule, and the guidance that implements the SLFRF program; and

WHEREAS, The Local Government is authorized to provide funds to units of local government and others, and/or each Agency, selected to undertake and carry out projects under the SLFRF program in compliance with all applicable local, state, and federal laws, regulations and policies; and

WHEREAS, the Local Government seeks to allocate ARPA funding to the Agency in order to mitigate the fiscal impacts of the COVID pandemic and to serve the needs of the local community,(the “Project(s)”); and

WHEREAS, Local Government and Agency desire to enter into this MOU as an interagency agreement setting forth their respective responsibilities under the Project(s) for the benefit of the local community; and

WHEREAS, recipients may obligate funds pursuant to an interagency agreement, including an agreement in the form of an MOU, if the agreement satisfies certain conditions identified in the Department of Treasury’s published guidance, Section 17 SLFRF FAQ 17.6; and

WHEREAS, through this MOU entered into pursuant to the Obligation IFR, the Local Government desires to and hereby formally and legally obligates the funds.

Now therefore in consideration of the recitals and agreements contained herein, and funding allocated in an amount not to exceed **Three Million, Nine Hundred Eighty-Eight Thousand, Five Hundred Thirty Dollars and Thirty-Six Cents (\$3,988,530.36)** as herein below set forth, the Parties agree as follows: Local Government and Agency agree as follows:

1. Purpose:

The SLFRF funds are available to fight the pandemic and support families and businesses struggling with its public health and economic impacts; maintain vital public services, even among declines in revenue; and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity, including emergency relief from natural disasters, building critical transportation infrastructure, and supporting community development.

2. Terms of the Agreement:

A. Local Government Responsibilities

The Local Government is responsible for administration of the SLFRF funds received, and ensuring SLFRF funds are used in accordance with all program requirements and its SLFRF agreement with Treasury referenced above. The Local Government will provide such assistance and guidance to the Agency as may be required to accomplish the objectives and conditions set forth in this MOU.

B. Agency Responsibilities

- i. The Agency will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives of principally benefiting the local community by carrying out an eligible use of SLFRF funds (the “Project(s)”).
- ii. The Agency shall comply with all federal, state, local, and ARPA/SLRF procurement policies, as applicable, including but not limited to: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; The Federal Register; The U.S. Department of the Treasury ARPA publications and other guidance.
- iii. The Agency will periodically meet with the Local Government to review the status of these tasks and to demonstrate compliance with SLFRF requirements.

The Agency shall reclassify obligated funds that are not expended on an original principle task to another principle task or Local Government Project(s) that is eligible under the SLFRF program rules and was obligated by December 31, 2024, to expend funds on said activity.

- iv. The Agency shall see that all reporting and recordkeeping requirements and Project(s) compliance with SLFRF program requirements are met.
- v. The Agency agrees to provide supporting documentation and corresponding records as requested by the U.S. Department of the Treasury and Local Government’s Office to meet any reporting deadlines. The Agency shall adhere to the instructions and format, including specific forms required by the Local Government and the U.S. Department of Treasury for the ARPA funding.

Project(s) Tasks/Scope of Work:

1. Community development and neighborhood revitalization activities for disproportionately impacted communities to address health inequities, create more sustainable communities and promote improved health outcomes;

a. ARPA-21-121-037 Hidalgo County Precinct 1 Hike and Bike Trail

Any and all necessary steps to design, clear, construct, and surface a walking path, including but not limited to initial site assessment, vegetation removal, grading the terrain, installing drainage systems, laying the trail surface material, adding signage and markers, and performing necessary erosion control measure to complete the project all while adhering to safety standards and environmental considerations. (See Project Description)

b. ARPA-24-121-358 Hidalgo County Precinct 1 Wellness, Activity, and Community Center (WACC)

Encompasses any and all the necessary construction, design, and installation elements to create a functional space for various wellness and activity services, including but not limited to site preparation, building exterior and interior construction, plumbing, electrical, HVAC to complete the project. (See Project Description)

c. ARPA-24-121-362 Hidalgo County Precinct 1 Sunrise Hill Park Improvements

Encompasses any and all necessary steps including but not limited to design development, land clearing, grading, installation of pathways, landscaping, playground equipment/amenities and installation to complete the project. (See Project Description)

d. ARPA-24-121-363 Hidalgo County Precinct 1 Sunset Park Improvements

Encompasses any and all necessary steps including but not limited to design development, land clearing, grading, installation of pathways, landscaping, playground equipment/amenities and installation to complete the project. (See Project Description)

2. Stormwater Infrastructure Management to protect the environment and maintain water quality;

a. ARPA-22-121-044 Hidalgo County Precinct 1 Mercedes Gate Structure Stormwater Project

Encompasses any and all design, installation, maintenance and monitoring of systems to manage rainwater runoff and ensuring compliance with stormwater regulations to complete the project. (See Project Description)

b. ARPA-22-121-045 Hidalgo County Precinct 1 Inline Check Valves Stormwater Project

Encompasses any and all design, installation, maintenance and monitoring of systems to manage rainwater runoff and ensuring compliance with stormwater regulations to complete the project. (See Project Description)

3. Conditions for Receipt of Funds: Allocated SLFRF funds will be obligated by the Agency upon execution of this Agreement to perform the Project(s) Tasks/Scope of Work and Deliverables.

4. Time of Performance: The effective date of this MOU will be the date the parties sign and complete execution of this MOU (“Effective Date”) and will be in effect for the time period during which the Local Government remains in control of SLFRF funds and the Agency completes the Project(s) Tasks, provided however, all SLFRF funds must be obligated no later than December 31, 2024 and the Project(s) Tasks must be completed no later than December 31, 2026.

5. Audits: The Agency shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the Local Government, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the Agency's records with respect to matters covered by this Agreement. The Agency shall permit the Local Government, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. Compliance with Laws: The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the Department shall constitute a material breach of this Agreement and shall entitle Local Government to terminate this Agreement immediately upon delivery of written notice of termination to the Agency.

7. Incorporation: As applicable, any recitals and/or exhibits attached hereto are hereby incorporated as part of this Agreement, and Project(s) Scope of Work and Deliverables.

8. Amendment: The parties may amend this agreement, if necessary, to meet additional Treasury requirements or clarify any matter that prevents this Agreement from being treated as an obligation of funds, provided that such amendment(s) make specific reference to this MOU and are executed in writing. Amendment(s) shall not invalidate this MOU, nor relieve or release either Party from its obligations under this MOU. Amendment(s) must comply with guidance published in Treasury's Interim Final Rule or FAQ 17.6, and any additional further guidance from Treasury. Each party to this agreement shall have a representative.

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

10. MOU Representatives: Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Local Government:

Name of Representative:	Richard F. Cortez
Title:	Hidalgo County Judge
Mailing Address:	100 E. Cano, Second Floor
City, State and Zip Code:	Edinburg, TX, 78539
Telephone Number:	(956) 318-2600
Fax Number:	(956) 318-2699
E-mail Address:	richard.cortez@co.hidalgo.tx.us

B. Agency:

Name of Representative: David L. Fuentes
Title: Commissioner Precinct 1
Mailing Address: 1902 Joe Stephens Ave., Ste. 101
City, State and Zip Code: Weslaco, TX, 78596
Telephone Number: (956) 968-8733
Fax Number: (956) 973-7844
E-mail Address: david.fuentes@co.hidalgo.tx.us

11. Budget :

The Local Government will pass through to the Agency no more than **\$3,988,530.36** in SLFRF funds for obligated incurred costs and expenses for Project Completions.

Budgeted Amount

ARPA-21-121-037 - \$1,761,016.94
ARPA-24-121-358 - \$29,973.50
ARPA-24-121-362 - \$1,368,379.55
ARPA-24-121-363 - \$26,769.88
ARPA-22-121-044 - \$797,576.30
ARPA-22-121-045 - \$4,814.19

IN WITNESS WHEREOF, the Local Government and the Agency have executed this MOU as of the date written above.

Local Government: **County of Hidalgo, Texas**

By: _____

Title: _____

Agency: **Hidalgo County Precinct 1**

By: _____

Title: _____



Project Description

Project Name:

Hidalgo County Precinct 1 Hike & Bike Trail Project

Project Number:

ARPA-21-121-037

Program Name:

The Hidalgo County Precinct 1 Hike & Bike Trail Project will be part of the Hidalgo County American Rescue Plan Act Recreational Development Program.

Department Name:

Hidalgo County Precinct 1

ARPA Expenditure Category:

2: Negative Economic Impacts

ARPA Eligibility Category:

2.22: Strong Healthy Communities: Neighborhood Features that Promote Health and Safety[^]

Project Description:

Hidalgo County Precinct 1 is planning on developing a Hike & Bike Trail in their Mid-Valley area that will pass by the Cities of Mercedes, Weslaco, Donna, Alamo, and Pharr. The Precinct 1 Hike & Bike Trail is designed to build stronger neighborhoods and communities and address health disparities and the social determinants of health.

Treasury's Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Interim Final Rule recognizes parks, hike & bike trails and other recreational spaces as methods of creating stronger communities, addressing social determinants of health and confronting public health disparities.

Need Assessment:

The purpose of the Hidalgo County Precinct 1 Hike & Bike Trail is congruent with the overall objective of the Hidalgo County American Rescue Plan Act Recreational Development Program, which is to improve the accessibility and function of recreational spaces to constituents living in, near and around Qualified Census Tract areas.

By creating access to more recreational space together with park amenities including but not limited to lighting, park benches, and exercise equipment, the hike and bike trails are intended to provide outdoor recreational spaces that will be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and socialization which



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helps to mitigate the spread of COVID-19 throughout and beyond the ongoing public health emergency.

Fiscal Impact: \$4,875,000.00

Trail - \$4,061,906.84

Personnel - \$813,093.16

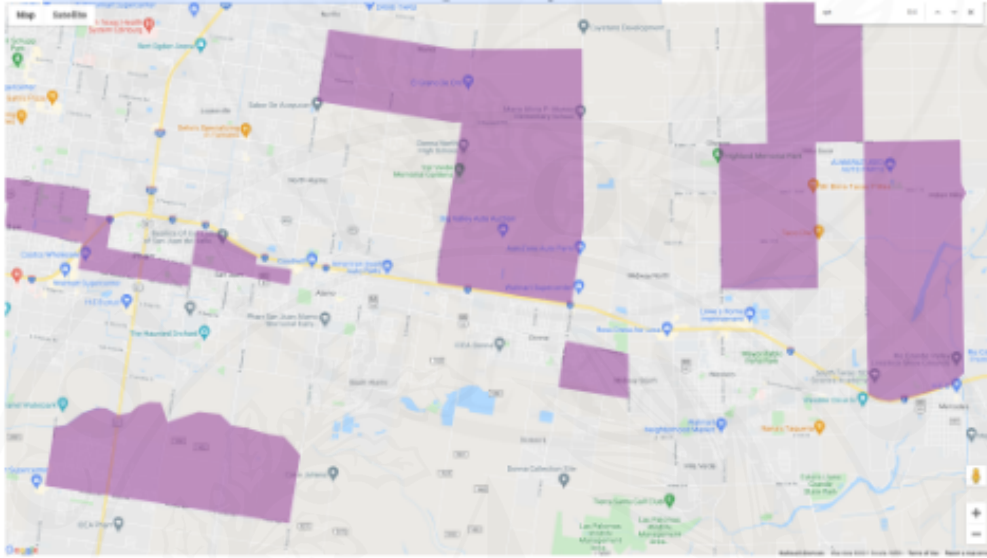
Proposed Hike and Bike Trail Map



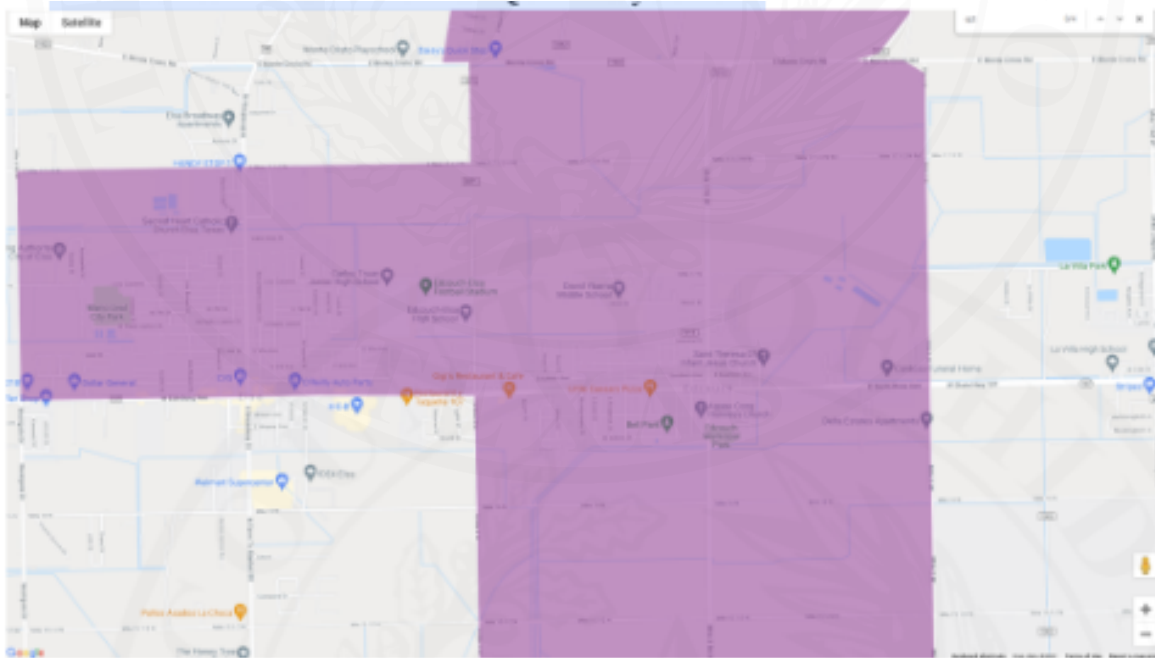


^QCT Preliminary Analysis

- Precinct 1 Hike & Bike Trail QCT Analysis 2021



- Precinct 1 Hike & Bike Trail QCT Analysis 2022





Project Description

Project Name:

Hidalgo County Precinct 1 Wellness, Activity, and Community Center (WACC)

Project Number:

ARPA-24-121-358

Program Name:

The Hidalgo County Precinct 1 Wellness, Activity, and Community Center (WACC) will be part of the Hidalgo County American Rescue Plan Act Recreational Development Program.

Department Name:

Hidalgo County Precinct 1

ARPA Expenditure Category:

2: Negative Economic Impacts

ARPA Eligibility Category:

2.22: Strong Healthy Communities: Neighborhood Features that Promote Health and Safety[^]

Project Description:

The COVID-19 Pandemic has not only affected the populations worldwide due to the morbidity and mortality associated with COVID-19 but it has also acted as a physical, mental, and social contagion. Hidalgo County Precinct 1 residents, too, are faced with the same challenges as these disruptions have yet to be alleviated. The development of the Wellness, Activity, and Community Center (WACC), located at 1901 N. Bridge Ave., Weslaco, TX 78599 will aid in providing a safe space for all residents to actively participate in their health journey. This facility will be strategically located in a low to moderate income area. The recreation center will also provide learning, growing and developmental opportunities for residents to equip them with the proper instruments and support long-term health goals while fostering community engagement and cohesion. In addition, the center will offer a diverse range of programming tailored to individuals of all ages and abilities, including fitness classes, recreational activities, wellness workshops, and social events in collaboration with partners that include but are not limited to the Hidalgo County Health and Human Services, City of Weslaco, Hidalgo County Juvenile Justice Center and Weslaco ISD in response to the negative impacts of COVID-19. Personnel costs will also be included to ensure center implementation and operation.

Treasury included as an enumerated eligible use in disproportionately impacted communities projects to develop neighborhood features that promote improved health and safety outcomes, such as parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, projects that increase access to healthy foods, streetlights, neighborhood cleanup,



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and other projects to revitalize public spaces.¹ In the final rule, to further decrease administrative burden and enhance recipient flexibility, Treasury is allowing recipients to also presume that low-income households were disproportionately impacted. Treasury anticipates that adding low-income households as a presumed eligible population will maintain targeting of funds to populations and communities most likely to have experienced severe pandemic impacts, while providing a more flexible approach for recipients.²

Fiscal Impact: \$7,037,485.00

Facility: \$6,537,485.00

Personnel: \$500,000.00

^Low to Moderate-Income Area Data for Proposed Location: 1901 N. Bridge Ave., Weslaco, TX 78599

LMISD by Place: Weslaco city

GEOID	4877272
NAME	Weslaco city
PLACE_TYPE	Incorporated City/Town
STATE	48
STUSAB	TX
LOW	12,260.00
LOWMOD	19,620.00
LMMI	26,485.00
LOWMODUNIV	37,965.00
LOWMOD_PCT	51.68
UCLOWMOD	
UCLOWMOD_P	0.00

Source: HUD Exchange Low and Moderate Income Survey Data (LMISD) Map Application (<https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>)

¹ Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. Federal Register, 87(18), p. 4373

² Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. Federal Register, 87(18), p. 4441



Project Description

Project Name:

Hidalgo County Precinct 1 Sunrise Hill Park Improvements

Project Number:

ARPA-24-121-362

Program:

The Hidalgo County Precinct 1 Sunrise Hill Park Improvements will be part of the Hidalgo County American Rescue Plan Act Recreational Development Program.

Department Name:

Hidalgo County Precinct 1

ARPA Expenditure Category:

2: Negative Economic Impacts

ARPA Eligibility Category:

2.22: Strong Healthy Communities: Neighborhood Features that Promote Health and Safety^

Project Description:

The COVID-19 pandemic has made it clear that parks are crucial to a community's quality of life. People turned to parks for fresh air, exercise and solace from pandemic-related stressors. The Hidalgo County Precinct 1 Sunrise Hill Park is in need of improvements. The project will directly benefit this underserved community as the park, located at 5230 Mile 11 N, Mercedes, TX, 78570, is in a qualified census tract area. The Hidalgo County Precinct 1 Sunrise Hill Park Improvements Project aims to create safe spaces that will promote health and safety outcomes for its residents by providing healthy play, wellness, and recreation areas to help mitigate the ongoing effects of COVID-19. The project includes but is not limited to professional services, park equipment, amenities, safety features, supplies, materials, and other necessary provisions.

Treasury recognizes the connection between neighborhood built environment and physical health outcomes as discussed in the research and analysis provided by commenters, including risk factors that may have contributed to disproportionate COVID-19 health impacts in low-income communities. The final rule includes enumerated eligible uses in disproportionately impacted communities for developing neighborhood features that promote improved health and safety outcomes, such as parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, projects that increase access to healthy foods, streetlights,



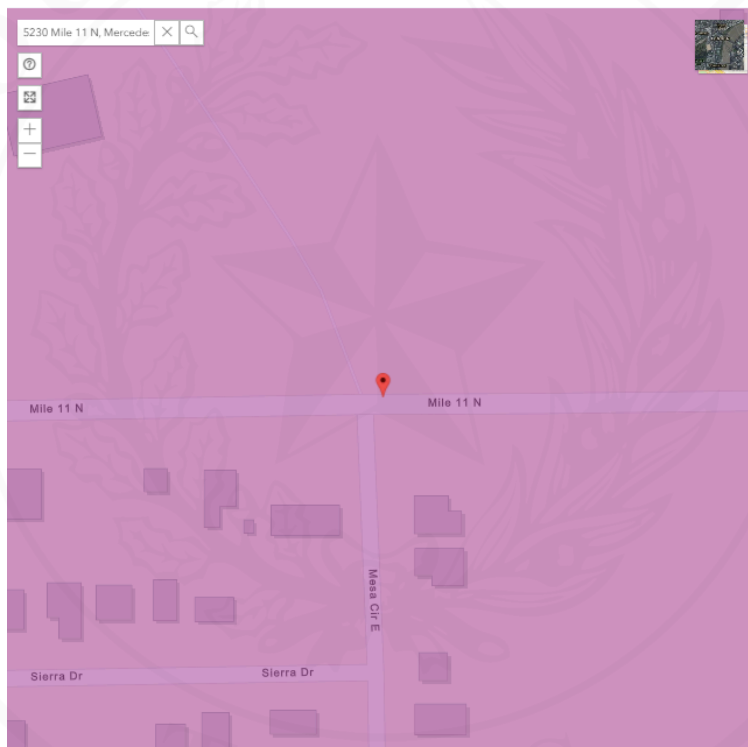
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neighborhood cleanup, and other projects to revitalize public spaces.¹ In the final rule, to further decrease administrative burden and enhance recipient flexibility, Treasury is allowing recipients to also presume that low-income households were disproportionately impacted. Treasury anticipates that adding low-income households as a presumed eligible population will maintain targeting of funds to populations and communities most likely to have experienced severe pandemic impacts, while providing a more flexible approach for recipients.²

Fiscal Impact: \$1,743,000.00

^Below is the 2024 Qualified Census Tract Analysis for Sunrise Hill Park, located at 5230 Mile 11 N, Mercedes, TX, 78570.



Source: Office of Policy Development and Research 2023 and 2024 Small Difficult Development Areas (DDAs) and Qualified Census Tracts (QCTs):

https://www.huduser.gov/portal/sadda/sadda_qct.html

¹ Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4373

² Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4441



Project Description

Project Name:

Hidalgo County Precinct 1 Sunset Park Improvements

Project Number:

ARPA-24-121-363

Department Name:

Hidalgo County Precinct 1

ARPA Expenditure Category:

2: Negative Economic Impacts

ARPA Eligibility Category:

2.22: Strong Healthy Communities: Neighborhood Features that Promote Health and Safety[^]

Project Description:

The COVID-19 pandemic has made it clear that parks are crucial to a community's quality of life. People turned to parks for fresh air, exercise and solace from pandemic-related stressors. The Hidalgo County Precinct 1 Sunrise Hill Park is in need of improvements. The project will directly benefit this underserved community as the park, located at Mile 1 ½ W, Mercedes, TX, 78570, is in a qualified census tract area. The Hidalgo County Precinct 1 Sunrise Hill Park Improvements Project aims to create safe spaces that will promote health and safety outcomes for its residents by providing healthy play, wellness, and recreation areas to help mitigate the ongoing effects of COVID-19. The project includes but is not limited to professional services, safety features, supplies, materials, and other necessary provisions.

Treasury recognizes the connection between neighborhood built environment and physical health outcomes as discussed in the research and analysis provided by commenters, including risk factors that may have contributed to disproportionate COVID-19 health impacts in low-income communities. The final rule includes enumerated eligible uses in disproportionately impacted communities for developing neighborhood features that promote improved health and safety outcomes, such as parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, projects that increase access to healthy foods, streetlights, neighborhood cleanup, and other projects to revitalize public spaces.¹ In the final rule, to further decrease administrative burden and enhance recipient flexibility, Treasury is allowing recipients to also presume that low-income households were disproportionately impacted. Treasury anticipates that adding low-income households as a presumed eligible population will maintain

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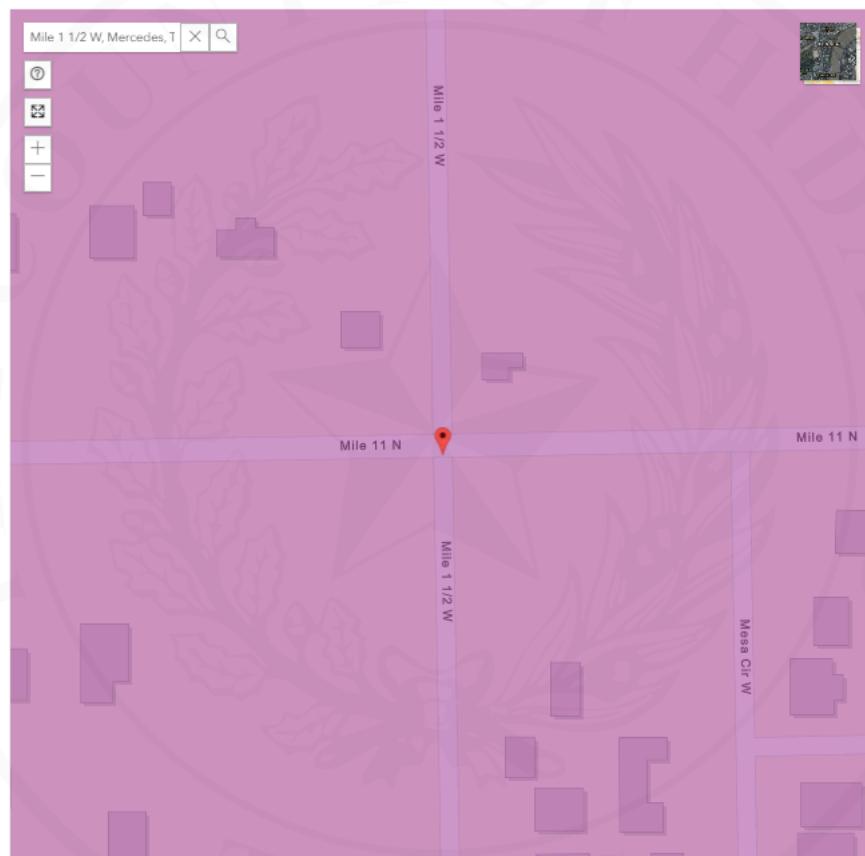


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targeting of funds to populations and communities most likely to have experienced severe pandemic impacts, while providing a more flexible approach for recipients.²

Fiscal Impact: \$100,000.00

^Below is the 2023 Qualified Census Tract Analysis for Sunrise Hill Park, located at Mile 1 1/2 W, Mercedes, TX, 78570.



Source: Office of Policy Development and Research 2023 and 2024 Small Difficult Development Areas (DDAs) and Qualified Census Tracts (QCTs):

https://www.huduser.gov/portal/sadda/sadda_qct.html

² Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4441



Project Description

Project Name:

Hidalgo County Precinct 1 Mercedes Gate Structure Stormwater Project

Project Number:

ARPA-21-121-044

Program:

The Hidalgo County Precinct 1 Mercedes Gate Structure will be part of the Hidalgo County American Rescue Plan Act Stormwater System Improvement Program.

Precinct/Department Name:

Hidalgo County Precinct 1

ARPA Expenditure Category:

5: Infrastructure

ARPA Eligibility Category:

5.6: Clean Water: Stormwater

Project Description:

The Hidalgo County Precinct 1 Mercedes Gate Structure Stormwater Project will reduce stormwater for the area south of Business 83 and west of S. Capisallo Road. The Mercedes Gate Structure consists of regrading approximately 4,000 L.F of the ditch, adding an additional box culvert at 14th St., and adding a third outfall that consists of box culvert and gate structure that will cross under the USIBWC Levee and discharge into the USIBWC Floodway. Efficient sewage services directly translate into a healthier community by providing clean water and avoiding potential environmental disasters. These basic needs are critical to the health and ability to work and learn of low-income minorities.

As per the Coronavirus State and Local Fiscal Recovery Funds FAQ document, in question 6.15, recipients are able to use ARPA funds for road repairs and upgrades directly related to an eligible water or sewer project. Efficient sewage services directly translate into a healthier community by providing clean water and avoiding potential environmental disasters. These basic needs are critical to the health and ability to work and learn of the residents of the County of Hidalgo, particularly for the disadvantaged and low-income minorities.

Fiscal Impact: \$1,840,322.77



Project Description

Project Name:

Hidalgo County Precinct 1 Inline Check Valves Stormwater Project

Project Number:

ARPA-21-121-045

Program:

The Hidalgo County Precinct 1 Inline Check Valves Stormwater Project will be part of the Hidalgo County American Plan Act Stormwater System Improvement Program.

Precinct/Department Name:

Hidalgo County Precinct 1

ARPA Expenditure Category:

5. Infrastructure

ARPA Eligibility Category:

5.6 Clean Water: Stormwater

Project Description:

The Hidalgo County Precinct 1 Inline Check Valves Stormwater Project improvements will assist in addressing and improving the backflow for flooding problems in low-lying areas. Efficient stormwater services directly translate into a healthier community by providing clean water and avoiding potential environmental disasters. These basic needs are critical to the health and ability to work and learn of low-income minorities.

As per the Coronavirus State and Local Fiscal Recovery Funds FAQ document, in question 6.15, recipients are able to use ARPA funds for road repairs and upgrades directly related to an eligible water or sewer project. Efficient sewage services directly translate into a healthier community by providing clean water and avoiding potential environmental disasters. These basic needs are critical to the health and ability to work and learn of the residents of the County of Hidalgo, particularly for the disadvantaged and low-income minorities.

Fiscal Impact:

Estimated Budget: \$1,000,000.00

Health and Human Services Department

MEMORANDUM OF UNDERSTANDING
REGARDING INTER-AGENCY AGREEMENT FOR
THE OBLIGATION OF SLFRF FUNDS

This MEMORANDUM OF UNDERSTANDING REGARDING OBLIGATION OF SLFRF FUNDS (“MOU”) is entered into as of the 10th day of December, 2024 by and between the **COUNTY OF HIDALGO TEXAS, COMMISSIONERS COURT** (“Local Government”) and the Hidalgo County **HEALTH AND HUMAN SERVICES DEPARTMENT** (“Agency”) as follows:

WHEREAS, The Local Government is the recipient of State and Local Fiscal Recovery Funds (SLFRF) pursuant to the terms and conditions of the agreement entered into by the Department of the Treasury (“Treasury”) and the Local Government, which incorporates the provisions of the 2022 final rule, the 2023 interim final rule, and the guidance that implements the SLFRF program; and

WHEREAS, The Local Government is authorized to provide funds to units of local government and others, and/or each Agency, selected to undertake and carry out projects under the SLFRF program in compliance with all applicable local, state, and federal laws, regulations and policies; and

WHEREAS, the Local Government seeks to allocate ARPA funding to the Agency in order to mitigate the fiscal impacts of the COVID pandemic and to serve the needs of the local community,(the “Project(s)”); and

WHEREAS, Local Government and Agency desire to enter into this MOU as an interagency agreement setting forth their respective responsibilities under the Project(s) for the benefit of the local community; and

WHEREAS, recipients may obligate funds pursuant to an interagency agreement, including an agreement in the form of an MOU, if the agreement satisfies certain conditions identified in the Department of Treasury’s published guidance, Section 17 SLFRF FAQ 17.6; and

WHEREAS, through this MOU entered into pursuant to the Obligation IFR, the Local Government desires to and hereby formally and legally obligates the funds.

Now therefore in consideration of the recitals and agreements contained herein, and funding allocated in an amount not to exceed **Four Million, Nine Hundred Thirty-Five Thousand, Nine Hundred Two Dollars and Sixty-Two Cents (\$4,935,902.62)** as herein below set forth, the Parties agree as follows: Local Government and Agency agree as follows:

1. Purpose:

The SLFRF funds are available to fight the pandemic and support families and businesses struggling with its public health and economic impacts; maintain vital public services, even among declines in revenue; and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity, including emergency relief from natural disasters, building critical transportation infrastructure, and supporting community development.

2. Terms of the Agreement:

A. Local Government Responsibilities

The Local Government is responsible for administration of the SLFRF funds received, and ensuring SLFRF funds are used in accordance with all program requirements and its SLFRF agreement with Treasury referenced above. The Local Government will provide such assistance and guidance to the Agency as may be required to accomplish the objectives and conditions set forth in this MOU.

B. Agency Responsibilities

- i. The Agency will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives of principally benefiting the local community by carrying out an eligible use of SLFRF funds (the "Project(s)").
- ii. The Agency shall comply with all federal, state, local, and ARPA/SLRF procurement policies, as applicable, including but not limited to: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; The Federal Register; The U.S. Department of the Treasury ARPA publications and other guidance.
- iii. The Agency will periodically meet with the Local Government to review the status of these tasks and to demonstrate compliance with SLFRF requirements.

The Agency shall reclassify obligated funds that are not expended on an original principle task to another principle task or Local Government Project(s) that is eligible under the SLFRF program rules and was obligated by December 31, 2024, to expend funds on said activity.

- iv. The Agency shall see that all reporting and recordkeeping requirements and Project(s) compliance with SLFRF program requirements are met.
- v. The Agency agrees to provide supporting documentation and corresponding records as requested by the U.S. Department of the Treasury and Local Government's Office to meet any reporting deadlines. The Agency shall adhere to the instructions and format, including specific forms required by the Local Government and the U.S. Department of Treasury for the ARPA funding.

Project(s) Tasks/Scope of Work:

1. Capital investments in public health clinics to serve disproportionately impacted communities to address health disparities and promote improved health outcomes;

a. ARPA-22-340-088 Hidalgo County Hidalgo Health Clinic Improvement Project

Any and all necessary aspects of building the facility, including but not limited to site preparation, structural construction, interior finishes, medical equipment, utilities, plumbing, electrical, HVAC to complete the project all while adhering to healthcare regulations and final inspections. (See Project Description)

b. ARPA-24-340-352 McAllen Health Center Improvements Project

Any and all necessary aspects of building the facility, including but not limited to site preparation, structural construction, interior finishes, medical equipment, utilities, plumbing, electrical, HVAC to complete the project all while adhering to healthcare regulations and final inspections. (See Project Description)

2. COVID-19 Public Health Response and Mitigation Tactics

a. ARPA-22-340-055 Hidalgo County COVID-19 Vaccination Efforts Project

Any and all necessary provisions and essential supplies including but not limited to personnel, campaigns, and supplies and equipment to facilitate mitigation strategies and record maintenance. (See Project Description)

b. ARPA-23-340-331 Hidalgo County Bio Safety Lab Efforts

Any and all necessary programming to identify protective measures for residents including but not limited to personnel, supplies and equipment, and inspections and accreditations. (See Project Description)

3. Conditions for Receipt of Funds: Allocated SLFRF funds will be obligated by the Agency upon execution of this Agreement to perform the Project(s) Tasks/Scope of Work and Deliverables.
4. Time of Performance: The effective date of this MOU will be the date the parties sign and complete execution of this MOU (“Effective Date”) and will be in effect for the time period during which the Local Government remains in control of SLFRF funds and the Agency completes the Project(s) Tasks, provided however, all SLFRF funds must be obligated no later than December 31, 2024 and the Project(s) Tasks must be completed no later than December 31, 2026.
5. Audits: The Agency shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the Local Government, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the Agency’s records with respect to matters covered by this Agreement. The Agency shall permit the Local Government, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.
6. Compliance with Laws: The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of

ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the Department shall constitute a material breach of this Agreement and shall entitle Local Government to terminate this Agreement immediately upon delivery of written notice of termination to the Agency.

7. Incorporation: As applicable, any recitals and/or exhibits attached hereto are hereby incorporated as part of this Agreement, and Project(s) Scope of Work and Deliverables.
8. Amendment: The parties may amend this agreement, if necessary, to meet additional Treasury requirements or clarify any matter that prevents this Agreement from being treated as an obligation of funds, provided that such amendment(s) make specific reference to this MOU and are executed in writing. Amendment(s) shall not invalidate this MOU, nor relieve or release either Party from its obligations under this MOU. Amendment(s) must comply with guidance published in Treasury's Interim Final Rule or FAQ 17.6, and any additional further guidance from Treasury. Each party to this agreement shall have a representative.
9. Additional Documents: The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this MOU.
10. MOU Representatives: Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Local Government:

Name of Representative:	Richard F. Cortez
Title:	Hidalgo County Judge
Mailing Address:	100 E. Cano, Second Floor
City, State and Zip Code:	Edinburg, TX, 78539
Telephone Number:	(956) 318-2600
Fax Number:	(956) 318-2699
E-mail Address:	richard.cortez@co.hidalgo.tx.us

B. Agency:

Name of Representative:	Dairen Sarmiento Rangel
Title:	Director
Mailing Address:	1304 S. 25 th Avenue
City, State and Zip Code:	Edinburg, TX, 78539
Telephone Number:	(956) 383-6221
Fax Number:	(956) 383-3229
E-mail Address:	dairen.sarmiento@hchd.org

11. Budget :

The Local Government will pass through to the Agency no more than **\$4,935,902.62** in SLFRF funds for obligated incurred costs and expenses for Project Completions.

Budgeted Amount

ARPA-22-340-088 - \$2,408,669.21
ARPA-24-340-352 - \$2,131,866.86
ARPA-22-340-055 - \$262,454.84
ARPA-23-340-331 - \$132,911.71

IN WITNESS WHEREOF, the Local Government and the Agency have executed this MOU as of the date written above.

Local Government: **County of Hidalgo, Texas**

By: _____

Title: _____

Agency: **Hidalgo County Health and Human Services Department**

By: _____

Title: _____



Project Description

Project Name:

Hidalgo Health Clinic Improvement Project

Project Number:

ARPA-22-340-088

Program Name:

Hidalgo Health Clinic Improvement Project will be a part of the Hidalgo County American Rescue Plan Act Expanding Access to Healthcare Program.

Department Name:

Hidalgo County Health Department

ARPA Expenditure Category:

1: Public Health

ARPA Eligibility Category:

1.14: Other Public Health Services^

Project Description:

The purpose of the Hidalgo County Health Clinic Improvement Project is to expand healthcare capacity and meet the public health emergency and its negative economic impacts with COVID 19 and continued risks. The Hidalgo County Health Clinic will provide critical services to Hidalgo County residents which include but are not limited to vaccinations, testing, preventative care and referrals, as needed, to underserved and disproportionately impacted populations for healthcare relief and to improve health outcomes. The Hidalgo County Health Clinic will be located at 702 E. Ramon Ayala Dr., Hidalgo, TX, 78557. Included is one time improvements to the facility and development and construction of an adjacent structure as part of the pandemic preparedness package will be authorized by City for procurement by County, as tenant of the property in question, and is deemed necessary by the parties to respond to the ongoing COVID 19 public health emergency. These provisions will provide a safe and sustainable building and enable employees to continue performing essential services for the residents of Hidalgo County to mitigate the spread of COVID-19 and other communicable/infectious diseases.

Treasury received a few comments from recipients seeking to use SLFRF funds to build new medical facilities, such as hospitals or public health clinics, to serve disproportionately impacted communities. Given the central role of access to high-quality medical care in reducing health disparities and addressing the root causes that led to disproportionate impact COVID-19 health impacts in certain communities, the final rule recognizes that medical equipment and facilities designed to address disparities in public health outcomes are eligible capital expenditures. This



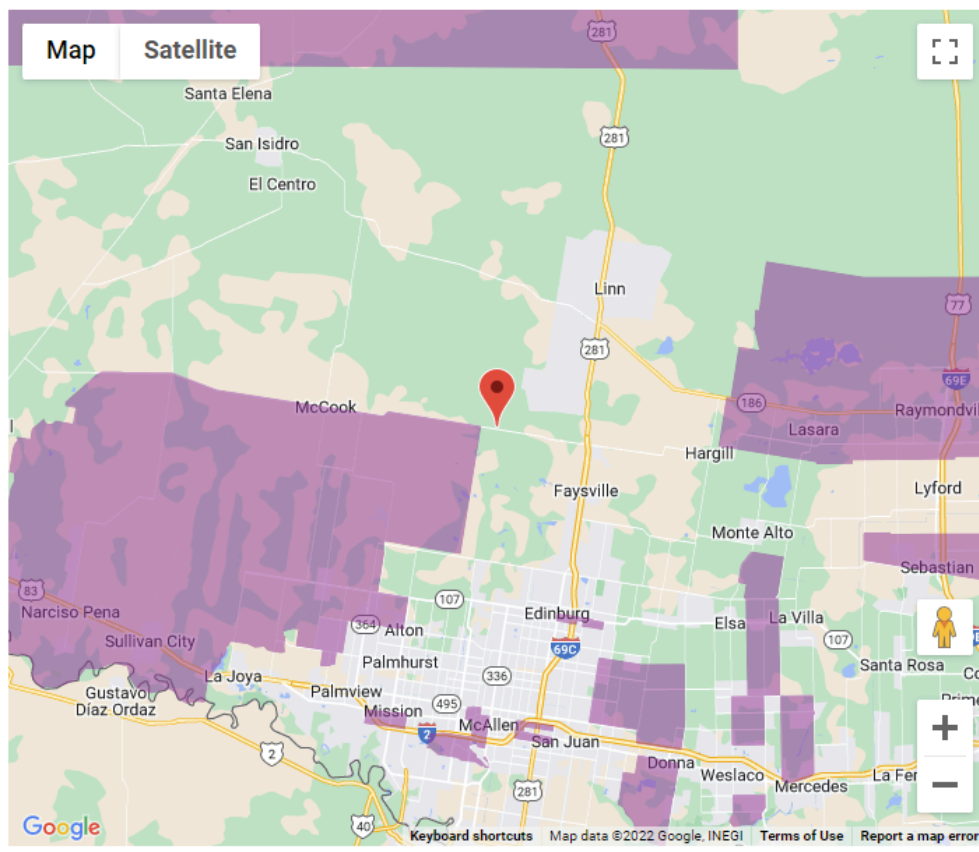
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American Rescue Plan Act 2021

includes primary care clinics, hospitals, or integrations of health services into other settings.¹ In the final rule, to further decrease administrative burden and enhance recipient flexibility, Treasury is allowing recipients to also presume that low-income households were disproportionately impacted. Treasury anticipates that adding low-income households as a presumed eligible population will maintain targeting of funds to populations and communities most likely to have experienced severe pandemic impacts, while providing a more flexible approach for recipients.²

Fiscal Impact: \$3,000,000.00

^Below is the Qualified Census Tract Analysis for Hidalgo County.



Source: Office of Policy Development and Research 2021 and 2022 Small Difficult Development Areas (DDAs) and Qualified Census Tracts (QCTs)

¹ Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4372

² Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4441



Project Description

Project Name:

Hidalgo County McAllen Health Center Improvements Project

Project Number:

ARPA-24-340-352

Program Name:

Hidalgo County McAllen Health Center Improvements Project will be a part of the Hidalgo County American Rescue Plan Act Expanding Access to Healthcare Program.

Department Name:

Hidalgo County Health Department

ARPA Expenditure Category:

1: Public Health

ARPA Eligibility Category:

1.14: Other Public Health Services^

Project Description:

The purpose of the Hidalgo County McAllen Health Center Improvements Project is to expand health care capacity and meet community pandemic-related needs. Operational needs can be met through renovations to the existing building. Furthermore, efforts to mitigate the COVID-19 pandemic through this clinic include, but are not limited to, vaccination programs, medical care, testing, and support for vulnerable populations to access medical or public health services. The Hidalgo County McAllen Health Center, 300 East Hackberry Ave., McAllen, TX, 78501, is located in a Qualified Census Tract (QCT) area. Improvements will include, but are not limited to interior renovation and rehabilitation, professional services and other provisions necessary and suitable to meet operational needs. These provisions will provide a safe and sustainable building and enable employees to continue performing essential services for the residents of Hidalgo County to mitigate the spread of COVID-19 and other communicable/infectious diseases.

The Final Rule states that In addition to programs and services, the final rule clarifies that recipients may use funds for capital expenditures that support an eligible COVID-19 public health or economic response.¹ Treasury enumerates that the following projects are examples of eligible capital expenditures...capital investments in public facilities to meet pandemic

¹ Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4339



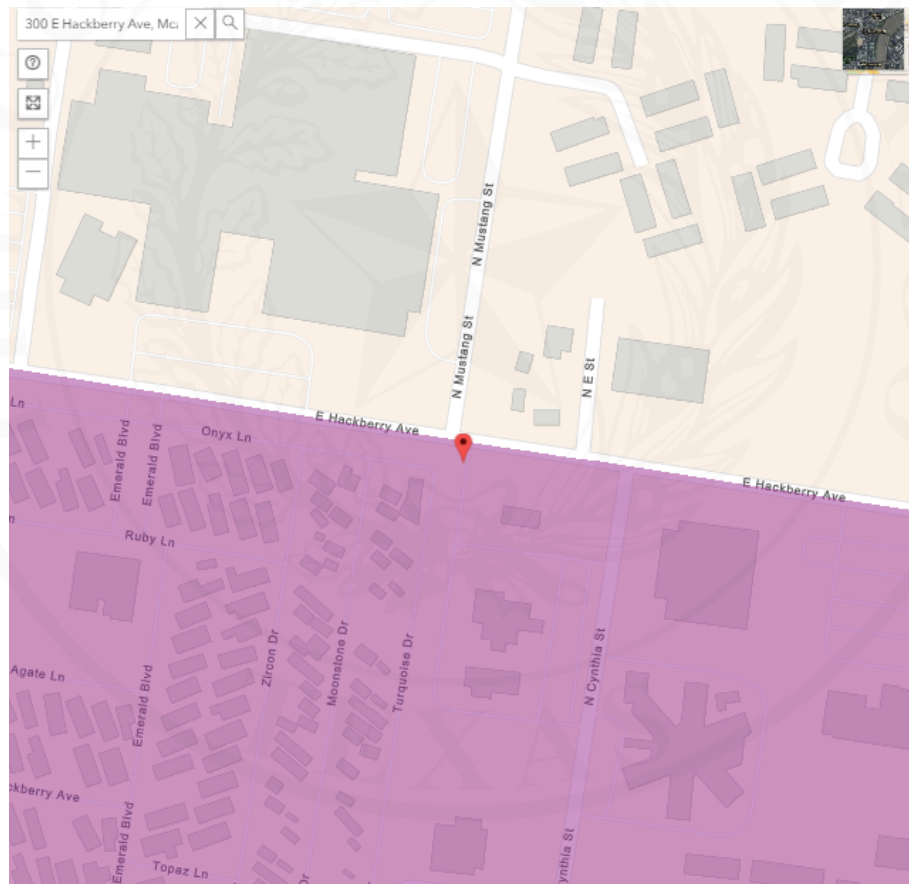
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operational needs, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID–19 mitigation tactics. These enumerated uses are consistent with guidance from public health authorities, including the CDC.² In the final rule, to further decrease administrative burden and enhance recipient flexibility, Treasury is allowing recipients to also presume that low-income households were disproportionately impacted. Treasury anticipates that adding low-income households as a presumed eligible population will maintain targeting of funds to populations and communities most likely to have experienced severe pandemic impacts, while providing a more flexible approach for recipients.³

Fiscal Impact: \$2,378,053.72

^Below is the Qualified Census Tract Analysis for 300 E. Hackberry Ave., McAllen, TX, 78501, and for Hidalgo County, respectively.

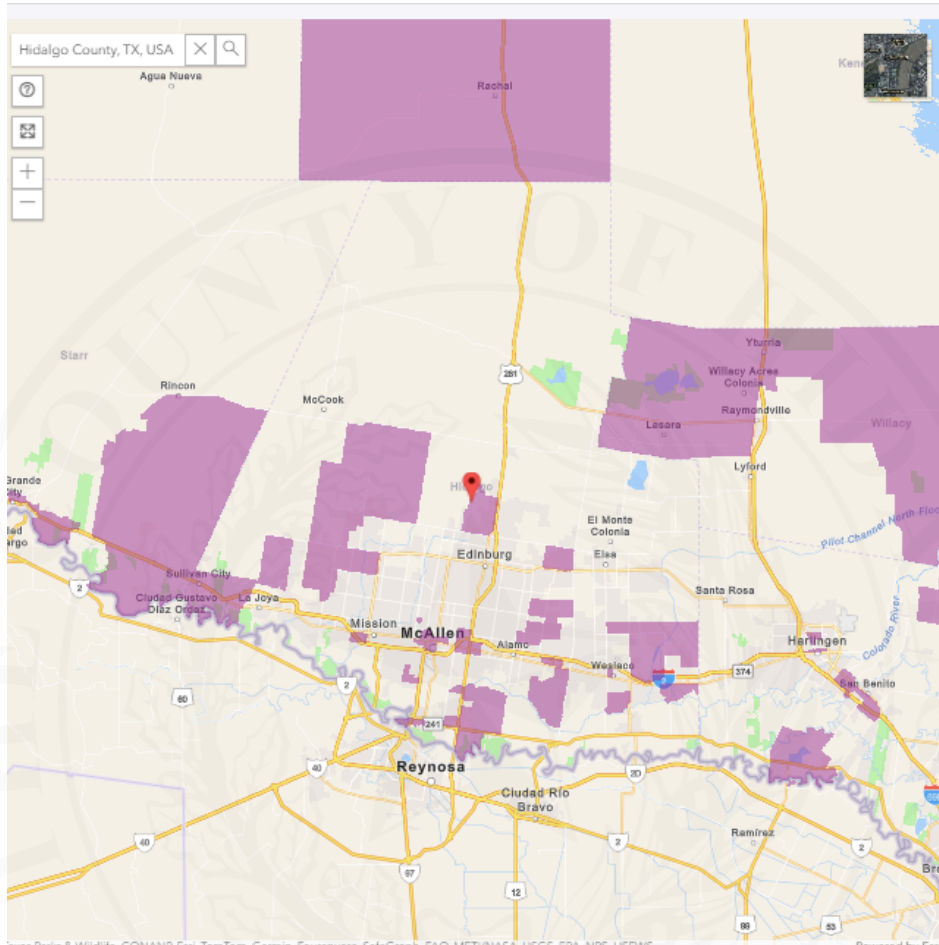


² Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4353

³ Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4441



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Source: Office of Policy Development and Research [2023 and 2024 Small Difficult Development Areas \(DDAs\) and Qualified Census Tracts \(QCTs\)](#)



Project Description

Project Name:

Hidalgo County COVID-19 Vaccination Efforts Project

Project Number:

ARPA-22-340-055

Department Name:

Hidalgo County Health Department

ARPA Expenditure Category:

1: Public Health

ARPA Eligibility Category:

1.1: COVID-19 Vaccination^

Project Description:

The COVID-19 Vaccination Efforts project will permit the County of Hidalgo to continue its vaccination initiatives for its residents, primarily for the disadvantaged and most vulnerable Hidalgo County community members. The project will include necessary provisions and essential supplies including but not limited to, syringes, medication, medical supplies, employing personnel, vaccination campaigns, and other services, which are crucial when administering the COVID-19 vaccine and implementing systems and procedures to facilitate documentation maintenance and recording during and after the public health emergency. The project will allow the County of Hidalgo to continue its efforts in the mitigation of COVID-19.

Accordingly, the final rule presumes that the general public are impacted by and eligible for services to respond to COVID-19 mitigation and prevention needs, as well as behavioral health needs.¹ Recognizing the broad range of services and programming needed to contain COVID-19, the interim final rule provided an extensive list of enumerated eligible uses to prevent and mitigate COVID-19 and made clear that the public health response to the virus is expected to continue to evolve over time, necessitating different uses of funds. Enumerated eligible uses of funds in this category included: Vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or

¹ Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4347

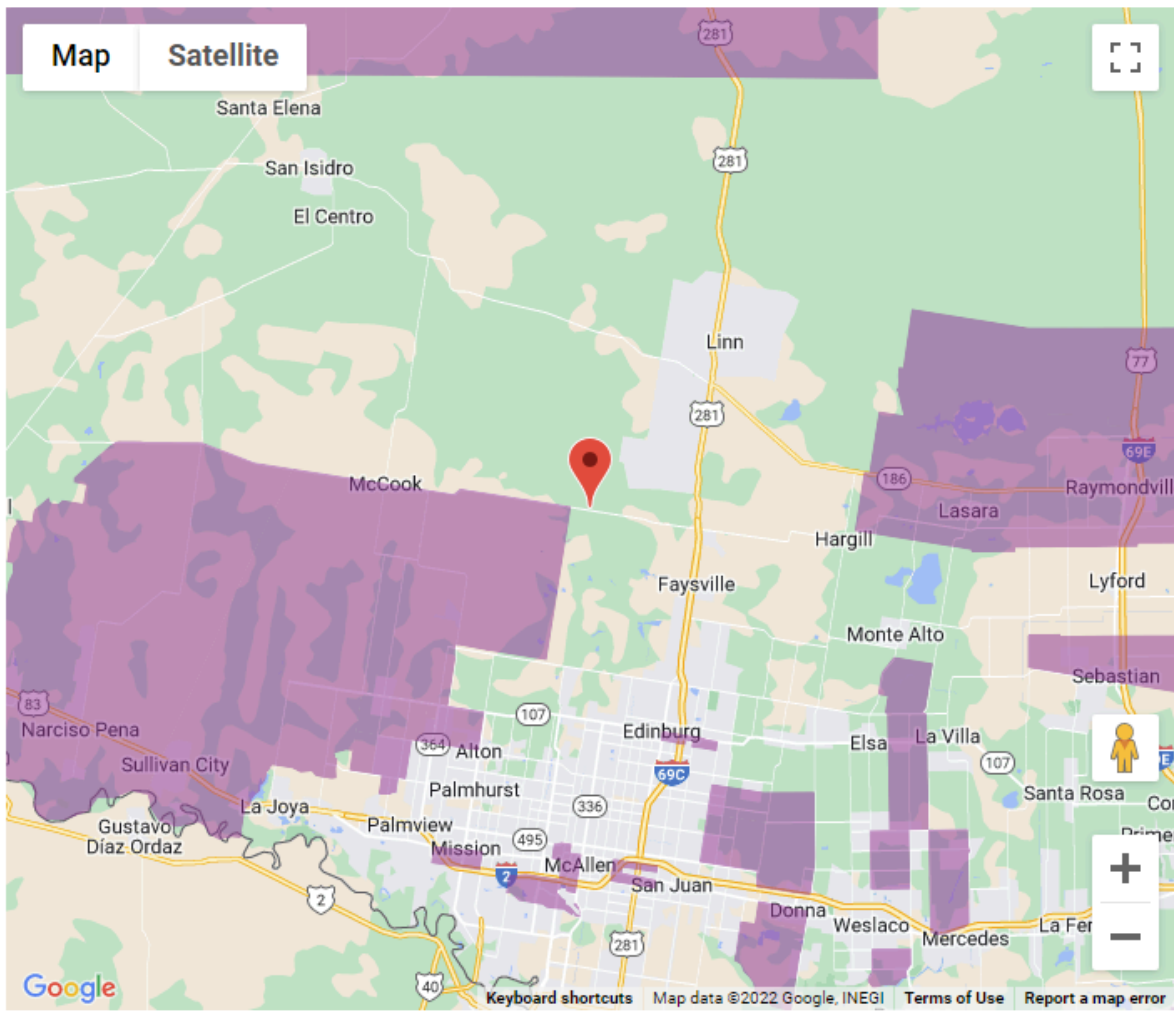


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public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants).²

Fiscal Impact: \$3,119,163.78

^Below is the Qualified Census Tract Analysis for Hidalgo County.



Source: Office of Policy Development and Research 2021 and 2022 Small Difficult Development Areas (DDAs) and Qualified Census Tracts (QCTs)

² Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4352

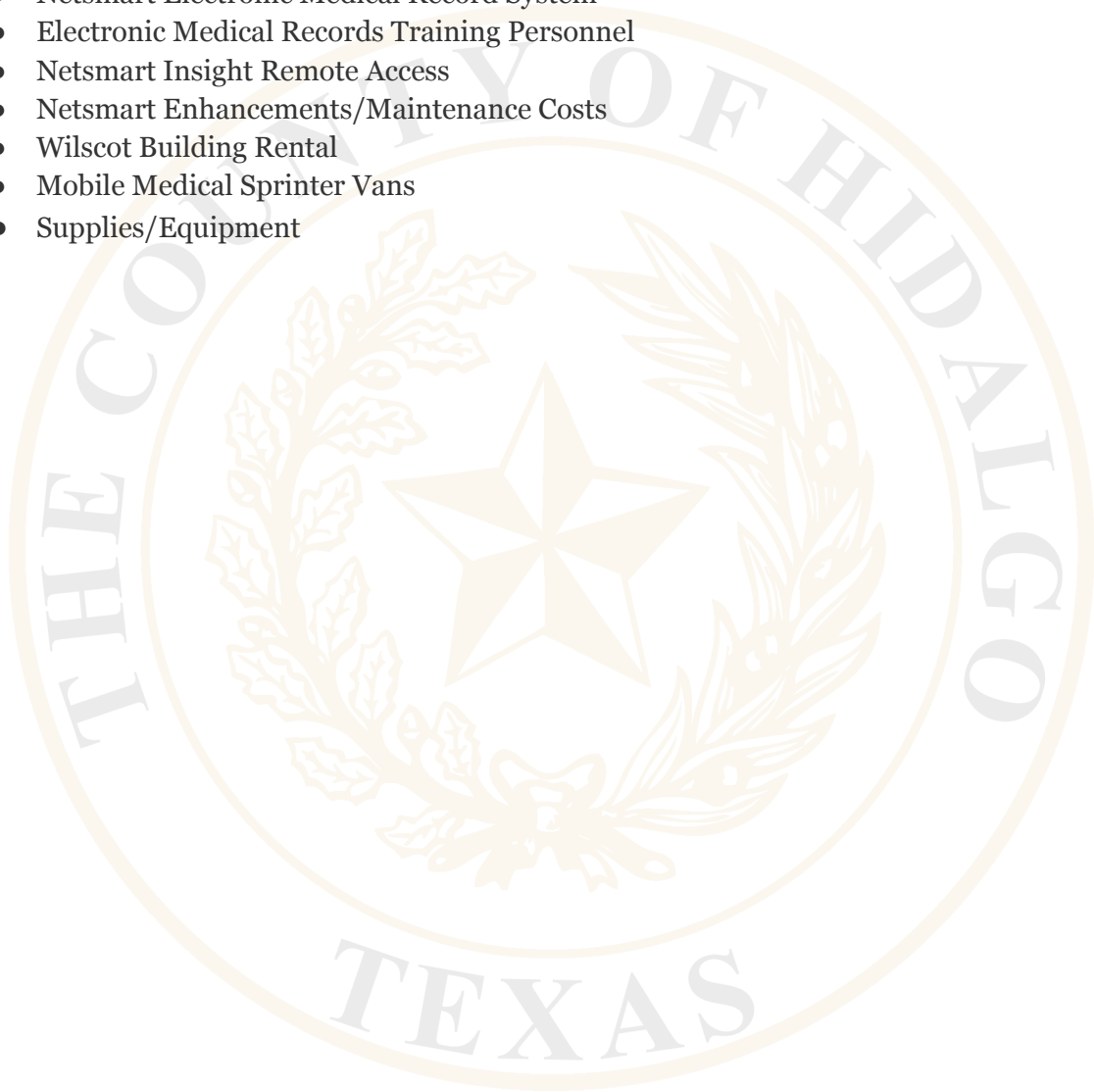


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Initiatives Include:

- Vaccination Healthcare Staffing Services
- Netsmart Technologies Expansion Modules
- Netsmart Electronic Medical Record System
- Electronic Medical Records Training Personnel
- Netsmart Insight Remote Access
- Netsmart Enhancements/Maintenance Costs
- Wilscot Building Rental
- Mobile Medical Sprinter Vans
- Supplies/Equipment





Project Description

Project Name:

Hidalgo County Bio Safety Lab Efforts

Project Number:

ARPA-23-340-331

Department Name:

Hidalgo County Health Dept.

ARPA Expenditure Category:

1: Public Health

ARPA Eligibility Category:

1.14: Other Public Health Services^

Project Description:

Hidalgo County has been on a continuous response mode for the COVID pandemic since March 2020. Due to the pandemic, Hidalgo County Health and Human Service Dept has been assessing and implementing appropriate COVID-19 mitigation and prevention measures. To address the public health response, Hidalgo County will engage in a broad range of services and programming needed to contain COVID-19 including but not limited to Bio Safety Lab contractual and professional services for testing, certification and performance verifications, design, Bio Safety personnel, Bio Safety Lab supplies and equipment, inspections for accreditation and other provisions and services to identify protective measures for Hidalgo County residents.

...The interim final rule provided an extensive list of enumerated eligible uses to prevent and mitigate COVID-19 and made clear that the public health response to the virus is expected to continue to evolve over time, necessitating different uses of funds.¹ Enumerated eligible uses of funds in this category include: other public health responses. These enumerated uses are consistent with guidance from public health authorities, including the CDC.² In the final rule, to further decrease administrative burden and enhance recipient flexibility, Treasury is allowing recipients to also presume that low-income households were disproportionately impacted. Treasury anticipates that adding low-income households as a presumed eligible population will

¹ Department of the Treasury (2022) Federal Register, Coronavirus State and Local Fiscal Recovery Funds (p. 4452)

² Department of the Treasury (2022) Federal Register, Coronavirus State and Local Fiscal Recovery Funds (p. 4453)

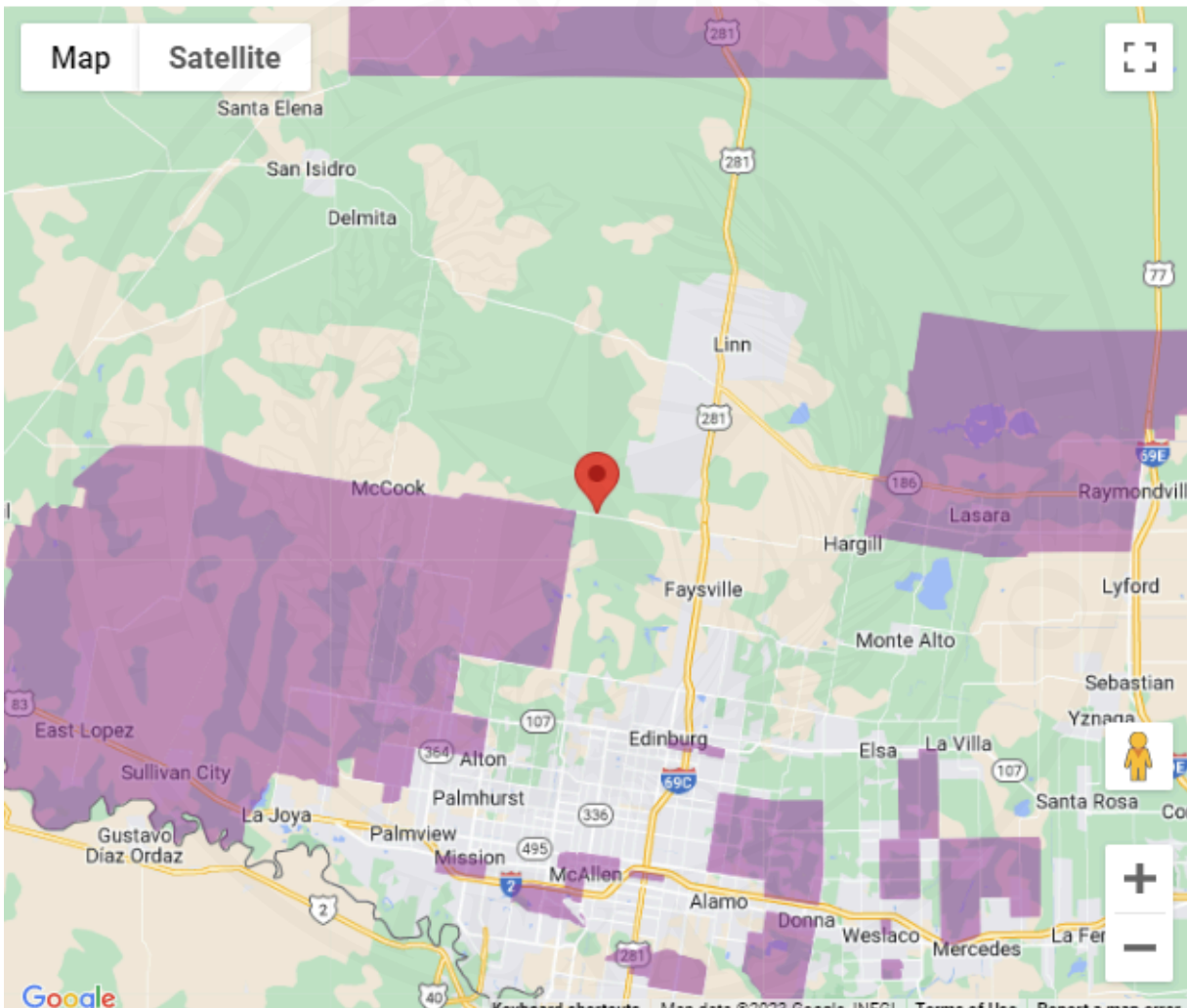


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maintain targeting of funds to populations and communities most likely to have experienced severe pandemic impacts, while providing a more flexible approach for recipients.³

Fiscal Impact: \$2,507,227.39

^Below is the Qualified Census Tract (QCT) for Hidalgo County.



Source: Office of Policy Development and Research 2021 and 2022 Small Difficult Development Areas (DDAs) and Qualified Census Tracts (QCTs)

³ Department of the Treasury (2022) Federal Register, Coronavirus State and Local Fiscal Recovery Funds (p. 4441)

Juvenile Probation Department

MEMORANDUM OF UNDERSTANDING
REGARDING INTER-AGENCY AGREEMENT FOR
THE OBLIGATION OF SLFRF FUNDS

This MEMORANDUM OF UNDERSTANDING REGARDING OBLIGATION OF SLFRF FUNDS (“MOU”) is entered into as of the 10th day of December, 2024 by and between the **COUNTY OF HIDALGO TEXAS, COMMISSIONERS COURT** (“Local Government”) and the Hidalgo County **JUVENILE PROBATION DEPARTMENT** (“Agency”) as follows:

WHEREAS, The Local Government is the recipient of State and Local Fiscal Recovery Funds (SLFRF) pursuant to the terms and conditions of the agreement entered into by the Department of the Treasury (“Treasury”) and the Local Government, which incorporates the provisions of the 2022 final rule, the 2023 interim final rule, and the guidance that implements the SLFRF program; and

WHEREAS, The Local Government is authorized to provide funds to units of local government and others, and/or each Agency, selected to undertake and carry out projects under the SLFRF program in compliance with all applicable local, state, and federal laws, regulations and policies; and

WHEREAS, the Local Government seeks to allocate ARPA funding to the Agency in order to mitigate the fiscal impacts of the COVID pandemic and to serve the needs of the local community,(the “Project(s)”); and

WHEREAS, Local Government and Agency desire to enter into this MOU as an interagency agreement setting forth their respective responsibilities under the Project(s) for the benefit of the local community; and

WHEREAS, recipients may obligate funds pursuant to an interagency agreement, including an agreement in the form of an MOU, if the agreement satisfies certain conditions identified in the Department of Treasury’s published guidance, Section 17 SLFRF FAQ 17.6; and

WHEREAS, through this MOU entered into pursuant to the Obligation IFR, the Local Government desires to and hereby formally and legally obligates the funds.

Now therefore in consideration of the recitals and agreements contained herein, and funding allocated in an amount not to exceed **Seven Million, Three Hundred Seventy-Three Thousand, Three Hundred Ninety Dollars and Eighty Cents (\$7,373,390.80)** as herein below set forth, the Parties agree as follows: Local Government and Agency agree as follows:

1. Purpose:

The SLFRF funds are available to fight the pandemic and support families and businesses struggling with its public health and economic impacts; maintain vital public services, even among declines in revenue; and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity, including emergency relief from natural disasters, building critical transportation infrastructure, and supporting community development.

2. Terms of the Agreement:

A. Local Government Responsibilities

The Local Government is responsible for administration of the SLFRF funds received, and ensuring SLFRF funds are used in accordance with all program requirements and its SLFRF agreement with Treasury referenced above. The Local Government will provide such assistance and guidance to the Agency as may be required to accomplish the objectives and conditions set forth in this MOU.

B. Agency Responsibilities

- i. The Agency will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives of principally benefiting the local community by carrying out an eligible use of SLFRF funds (the “Project(s)”).
- ii. The Agency shall comply with all federal, state, local, and ARPA/SLRF procurement policies, as applicable, including but not limited to: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; The Federal Register; The U.S. Department of the Treasury ARPA publications and other guidance.
- iii. The Agency will periodically meet with the Local Government to review the status of these tasks and to demonstrate compliance with SLFRF requirements.

The Agency shall reclassify obligated funds that are not expended on an original principle task to another principle task or Local Government Project(s) that is eligible under the SLFRF program rules and was obligated by December 31, 2024, to expend funds on said activity.

- iv. The Agency shall see that all reporting and recordkeeping requirements and Project(s) compliance with SLFRF program requirements are met.
- v. The Agency agrees to provide supporting documentation and corresponding records as requested by the U.S. Department of the Treasury and Local Government’s Office to meet any reporting deadlines. The Agency shall adhere to the instructions and format, including specific forms required by the Local Government and the U.S. Department of Treasury for the ARPA funding.

Project(s) Tasks/Scope of Work:

1. Capital investments in behavior health facilities to address behavioral health challenges caused or exacerbated by the public health emergency

a. ARPA-23-330-344 Hidalgo County Juvenile Mental Health Facility
Project

Any and all necessary steps to design, construct, and equip the facility including but not limited to site selection, architectural planning, construction management, system installation, and necessary licensing to complete the project all while adhering to safety standards and environmental considerations. (See Project Description)

3. Conditions for Receipt of Funds: Allocated SLFRF funds will be obligated by the Agency upon execution of this Agreement to perform the Project(s) Tasks/Scope of Work and Deliverables.
4. Time of Performance: The effective date of this MOU will be the date the parties sign and complete execution of this MOU (“Effective Date”) and will be in effect for the time period during which the Local Government remains in control of SLFRF funds and the Agency completes the Project(s) Tasks, provided however, all SLFRF funds must be obligated no later than December 31, 2024 and the Project(s) Tasks must be completed no later than December 31, 2026.
5. Audits: The Agency shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the Local Government, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the Agency’s records with respect to matters covered by this Agreement. The Agency shall permit the Local Government, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.
6. Compliance with Laws: The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the Department shall constitute a material breach of this Agreement and shall entitle Local Government to terminate this Agreement immediately upon delivery of written notice of termination to the Agency.
7. Incorporation: As applicable, any recitals and/or exhibits attached hereto are hereby incorporated as part of this Agreement, and Project(s) Scope of Work and Deliverables.
8. Amendment: The parties may amend this agreement, if necessary, to meet additional Treasury requirements or clarify any matter that prevents this Agreement from being treated as an obligation of funds, provided that such amendment(s) make specific reference to this MOU and are executed in writing. Amendment(s) shall not invalidate this MOU, nor relieve or release either Party from its obligations under this MOU. Amendment(s) must comply with guidance published in Treasury’s Interim Final Rule or FAQ 17.6, and any additional further guidance from Treasury. Each party to this agreement shall have a representative.

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

10. MOU Representatives: Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Local Government:

Name of Representative: Richard F. Cortez
Title: Hidalgo County Judge
Mailing Address: 100 E. Cano, Second Floor
City, State and Zip Code: Edinburg, TX, 78539
Telephone Number: (956) 318-2600
Fax Number: (956) 318-2699
E-mail Address: richard.cortez@co.hidalgo.tx.us

B. Agency:

Name of Representative: Maryann Denner
Title: Director/Chief JPO
Mailing Address: 1001 N. Doolittle Road/P.O. Box 267
City, State and Zip Code: Edinburg, TX, 78540
Telephone Number: (956) 587-6200
Fax Number: (956) 318-2950
E-mail Address: maryann.denner@jpd.co.hidalgo.tx.us

11. Budget :

The Local Government will pass through to the Agency no more than \$7,373,390.80 in SLFRF funds for obligated incurred costs and expenses for Project Completions.	Budgeted Amount ARPA-23-330-344 - \$7,373,390.80
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IN WITNESS WHEREOF, the Local Government and the Agency have executed this MOU as of the date written above.

Local Government: **County of Hidalgo, Texas**

By: _____

Title: _____

Agency: **Hidalgo County Juvenile Probation Department**

By: _____

Title: _____



Project Description

Project Name:

Hidalgo County Juvenile Mental Health Facility

Project Number:

ARPA-23-330-344

Department Name:

Hidalgo County Juvenile Probation

ARPA Expenditure Category:

1:Public Health

ARPA Eligibility Category:

1.12: Mental Health Services*^

Project Description:

The effects of the COVID-19 pandemic affected youth detention facilities and juveniles by significantly reducing their mental health services which caused limitations and access to counselors and treatment programs. Mental health support has been unavailable to most as there is no facility that can assist juveniles with mental health support programs in Hidalgo County. Instead, juveniles are transported to other counties in Texas for rehabilitative services. To remedy and to meet the mental health needs that have been exacerbated by the pandemic, Hidalgo County aims to establish a local juvenile mental health facility by retrofitting, renovating, and expanding, the county owned, Judge E. Mario Ramirez, Jr. Juvenile Center's Boot Camp Facility located at 1711 N. Bridge Ave., Weslaco, TX 78599.

This retrofit project consists of improvements to the facility to be in compliance with health guidelines and building code for a residential facility. To comply with health, safety and residential facility guidelines, the current building requires additional renovations which include but are not limited to furniture, fixtures and equipment, any other necessary expenses to ensure health and safety, and an expansion to include more adequate space for the residential treatment facility. These provisions will improve the facility's functionality to better meet the needs of the juveniles as well as the staff who will operate the programs which are essential for mental health and rehabilitation.

Examples of capital expenditures related to behavioral health that Treasury recognizes as eligible include behavioral health facilities and equipment (e.g., inpatient or outpatient mental

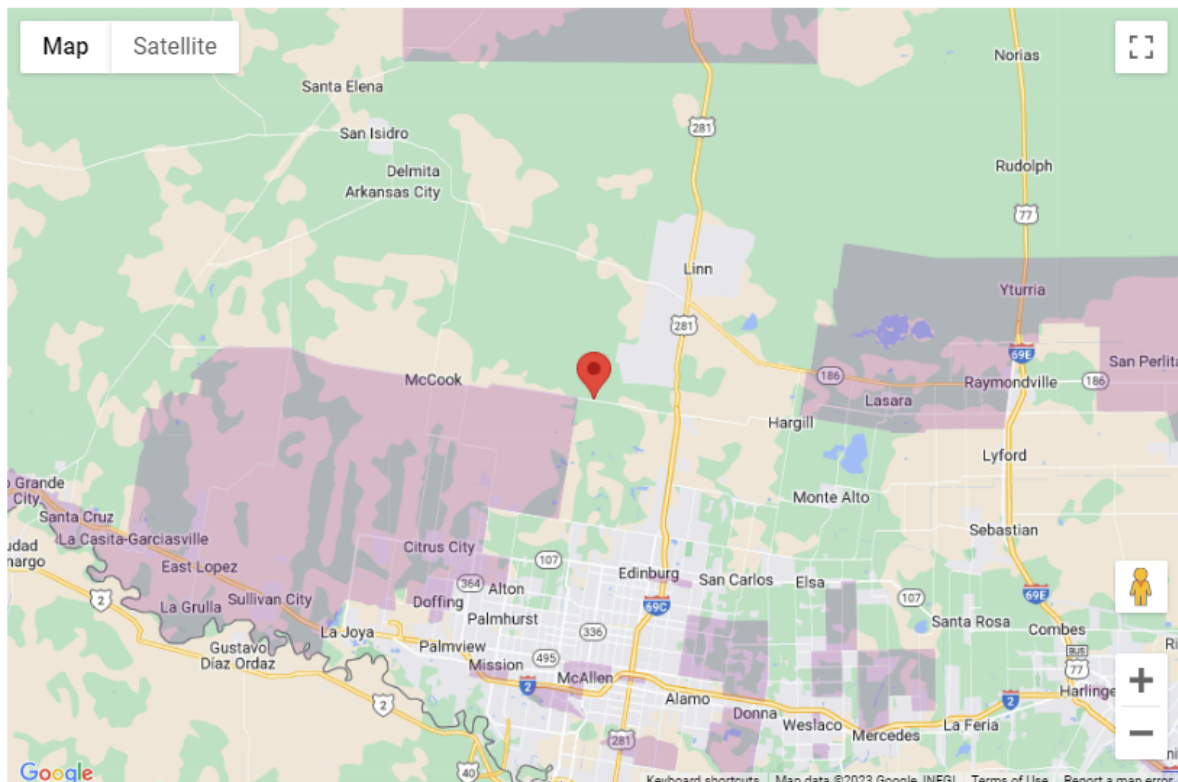


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health or substance use treatment facilities, crisis centers, diversion centers)...¹ In the final rule, Treasury is maintaining this enumerated eligible use category and clarifying that it covers an expansive array of services for prevention, treatment, recovery, and harm reduction for mental health, substance use, and other behavioral health challenges caused or exacerbated by the public health emergency.² In addition to programs and services, the final rule clarifies that recipients may use funds for capital expenditures that support an eligible COVID–19 public health or economic response.³

Fiscal Impact: \$8,000,000.00

^ Below is the Qualified Census Tract Analysis for Hidalgo County



Source: Office of Policy Development and Research 2022 and 2023 Small Difficult Development Areas (DDAs) and Qualified Census Tracts (QCTs)

¹ Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4339

² Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4355

³ Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4356



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American Rescue Plan Act

* Evidence-Based

<https://www.cebc4cw.org/program/trust-based-relational-intervention-tbri-caregiver-training/>

Information Technology Department

MEMORANDUM OF UNDERSTANDING
REGARDING INTER-AGENCY AGREEMENT FOR
THE OBLIGATION OF SLFRF FUNDS

This MEMORANDUM OF UNDERSTANDING REGARDING OBLIGATION OF SLFRF FUNDS (“MOU”) is entered into as of the 10th day of December, 2024 by and between the **COUNTY OF HIDALGO TEXAS, COMMISSIONERS COURT** (“Local Government”) and the Hidalgo County **INFORMATION TECHNOLOGY DEPARTMENT** (“Agency”) as follows:

WHEREAS, The Local Government is the recipient of State and Local Fiscal Recovery Funds (SLFRF) pursuant to the terms and conditions of the agreement entered into by the Department of the Treasury (“Treasury”) and the Local Government, which incorporates the provisions of the 2022 final rule, the 2023 interim final rule, and the guidance that implements the SLFRF program; and

WHEREAS, The Local Government is authorized to provide funds to units of local government and others, and/or each Agency, selected to undertake and carry out projects under the SLFRF program in compliance with all applicable local, state, and federal laws, regulations and policies; and

WHEREAS, the Local Government seeks to allocate ARPA funding to the Agency in order to mitigate the fiscal impacts of the COVID pandemic and to serve the needs of the local community,(the “Project(s)”); and

WHEREAS, Local Government and Agency desire to enter into this MOU as an interagency agreement setting forth their respective responsibilities under the Project(s) for the benefit of the local community; and

WHEREAS, recipients may obligate funds pursuant to an interagency agreement, including an agreement in the form of an MOU, if the agreement satisfies certain conditions identified in the Department of Treasury’s published guidance, Section 17 SLFRF FAQ 17.6; and

WHEREAS, through this MOU entered into pursuant to the Obligation IFR, the Local Government desires to and hereby formally and legally obligates the funds.

Now therefore in consideration of the recitals and agreements contained herein, and funding allocated in an amount not to exceed **One Million, Eight Hundred Ninety-Three Thousand, Six Hundred Fifty-Four Dollars and Twenty-Five Cents (\$1,893,654.25)** as herein below set forth, the Parties agree as follows: Local Government and Agency agree as follows:

1. Purpose:

The SLFRF funds are available to fight the pandemic and support families and businesses struggling with its public health and economic impacts; maintain vital public services, even among declines in revenue; and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity, including emergency relief from natural disasters, building critical transportation infrastructure, and supporting community development.

2. Terms of the Agreement:

A. Local Government Responsibilities

The Local Government is responsible for administration of the SLFRF funds received, and ensuring SLFRF funds are used in accordance with all program requirements and its SLFRF agreement with Treasury referenced above. The Local Government will provide such assistance and guidance to the Agency as may be required to accomplish the objectives and conditions set forth in this MOU.

B. Agency Responsibilities

- i. The Agency will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives of principally benefiting the local community by carrying out an eligible use of SLFRF funds (the “Project(s)”).
- ii. The Agency shall comply with all federal, state, local, and ARPA/SLRF procurement policies, as applicable, including but not limited to: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; The Federal Register; The U.S. Department of the Treasury ARPA publications and other guidance.
- iii. The Agency will periodically meet with the Local Government to review the status of these tasks and to demonstrate compliance with SLFRF requirements.

The Agency shall reclassify obligated funds that are not expended on an original principle task to another principle task or Local Government Project(s) that is eligible under the SLFRF program rules and was obligated by December 31, 2024, to expend funds on said activity.

- iv. The Agency shall see that all reporting and recordkeeping requirements and Project(s) compliance with SLFRF program requirements are met.
- v. The Agency agrees to provide supporting documentation and corresponding records as requested by the U.S. Department of the Treasury and Local Government’s Office to meet any reporting deadlines. The Agency shall adhere to the instructions and format, including specific forms required by the Local Government and the U.S. Department of Treasury for the ARPA funding.

Project(s) Tasks/Scope of Work:

1. Technology Infrastructure resources for government operations and community access.

- a. ARPA-22-200-124 Hidalgo County Tyler New World Project

Any and all necessary software components to continue government operations. (See Project Description)

- b. ARPA-22-200-076 Hidalgo County Wi-Fi Project

Any and all necessary elements including but not limited to design, equipment installation, and network connections to provide broadband access to unserved or underserved communities (See Project Description)

3. Conditions for Receipt of Funds: Allocated SLFRF funds will be obligated by the Agency upon execution of this Agreement to perform the Project(s) Tasks/Scope of Work and Deliverables.
4. Time of Performance: The effective date of this MOU will be the date the parties sign and complete execution of this MOU (“Effective Date”) and will be in effect for the time period during which the Local Government remains in control of SLFRF funds and the Agency completes the Project(s) Tasks, provided however, all SLFRF funds must be obligated no later than December 31, 2024 and the Project(s) Tasks must be completed no later than December 31, 2026.
5. Audits: The Agency shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. At any time during business hours and as often as the Local Government, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the Agency’s records with respect to matters covered by this Agreement. The Agency shall permit the Local Government, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.
6. Compliance with Laws: The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the Department shall constitute a material breach of this Agreement and shall entitle Local Government to terminate this Agreement immediately upon delivery of written notice of termination to the Agency.
7. Incorporation: As applicable, any recitals and/or exhibits attached hereto are hereby incorporated as part of this Agreement, and Project(s) Scope of Work and Deliverables.
8. Amendment: The parties may amend this agreement, if necessary, to meet additional Treasury requirements or clarify any matter that prevents this Agreement from being treated as an obligation of funds, provided that such amendment(s) make specific reference to this MOU and are executed

in writing. Amendment(s) shall not invalidate this MOU, nor relieve or release either Party from its obligations under this MOU. Amendment(s) must comply with guidance published in Treasury's Interim Final Rule or FAQ 17.6, and any additional further guidance from Treasury. Each party to this agreement shall have a representative.

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

10. MOU Representatives: Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Local Government:

Name of Representative: Richard F. Cortez
Title: Hidalgo County Judge
Mailing Address: 100 E. Cano, Second Floor
City, State and Zip Code: Edinburg, TX, 78539
Telephone Number: (956) 318-2600
Fax Number: (956) 318-2699
E-mail Address: richard.cortez@co.hidalgo.tx.us

B. Agency:

Name of Representative: Daniel Salinas
Title: Information Technology Director
Mailing Address: 100 E. Cano, Fourth Floor
City, State and Zip Code: Edinburg, TX, 78539
Telephone Number: (956) 292-7010
Fax Number: (956) 318-2152
E-mail Address: daniel.salinas@co.hidalgo.tx.us

11. Budget :

The Local Government will pass through to the Agency no more than \$1,893,654.25 in SLFRF funds for obligated incurred costs and expenses for Project Completions.	Budgeted Amount ARPA-22-200-124 - \$578,893.75 ARPA-22-200-076 - \$1,314,760.50
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IN WITNESS WHEREOF, the Local Government and the Agency have executed this MOU as of the date written above.

Local Government: **County of Hidalgo, Texas**

By: _____

Title: _____

Agency: **Hidalgo County Information Technology Department**

By: _____

Title: _____



Project Description

Project Name:

Hidalgo County Tyler New World Project

Project Number:

ARPA-22-200-124

Department Name:

Hidalgo County Sheriff's Office / Information Technology

ARPA Expenditure Category:

3: Public Health-Negative Economic Impact: Public Sector Capacity

ARPA Eligibility Category:

3.5: Public Sector Capacity: Administrative Needs

Project Description:

To increase response times and procedural efficiencies in our corrections and court systems during the ongoing public health emergency, Hidalgo County will acquire Tyler New World software. This project includes the installation of Tyler New World software on all computers for use by the Sheriff's Office. The software will be implemented within 12 to 18 months and hosted by Tyler Technologies. The CAD/RMS client software will need to be installed and configured on all connected computers including data conversion from the old system to the new environment. The Tyler software will directly integrate with the current court system as well as other law enforcement entities if needed. The Tyler New World software will increase integration with the court and RMS software platforms allowing for more streamlined data processing.

Treasury has clarified that recipients may use SLFRF funds to address data, evidence and program administration needs of recipients. This includes technology infrastructure resources to improve access to and the user experience of governmental information technology systems, including hardware and software to improve public delivery of government programs or services.¹ SLFRF funding may be used for administrative needs caused or exacerbated by the pandemic, including technology infrastructure to adapt government operations to the pandemic (e.g., video conferencing software, improvement to case management systems or data sharing resources) reduce government backlogs, or meet increased maintenance needs.²

Fiscal Impact: \$3,902,015.75

¹ Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4388

² Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. *Federal Register*, 87(18), p. 4389



Project Description

Project Name:

Hidalgo County Wi-Fi Project

Project Number:

ARPA-22-200-076

Department Name:

Information Technology

ARPA Expenditure Category:

5: Infrastructure

ARPA Eligibility Category:

5.21 Broadband: Other projects

Project Description:

In response to the COVID-19 public health emergency, the purpose of the Hidalgo County Wi-Fi Project is to increase connectivity to assist citizens with distance learning while seeking to improve technological improvements as well as telework capability. In an effort to comply with COVID-19 health and safety guidelines, this project will work with County functions to continue an established lease with the Radio Tower, leasing spaces to serve the community, replace damaged or weather wif-fi poles, provide technical support and by mounting equipment of Wi-Fi connectivity in order to effectively and efficiently assist citizens. This project will provide the minimum level of service which will include but not limit to, maintain a level of service that will meet applicable health-based standards and establish or improve broadband service to unserved or underserved populations that were impacted by COVID-19 public health emergency.

The COVID–19 public health emergency has underscored the importance of universally available, high-speed, reliable, and affordable broadband coverage as millions of Americans rely on the internet to participate in, among other critical activities, school, healthcare, and work. Recognizing the need for such connectivity, SLFRF funds can be used to make necessary investments in broadband infrastructure that increase access over the long term, as well as the necessary supports to purchase internet access or gain digital literacy skills needed to complete activities of daily living during the pandemic.¹ These commenters recommended that Treasury permit, as assistance to households for internet access, investments in public wi-fi networks, free wi-fi in public housing communities, and other equipment that offers internet access to end users by utilizing existing broadband networks.² Treasury has determined that these services,

¹ Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. Federal Register, 87(18), p. 4361

² Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. Federal Register, 87(18), p. 4362



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which expand internet access without constructing new networks, are an appropriate enumerated eligible use as assistance to households to respond to a negative economic impact, and they are permitted under the final rule.³

Fiscal Impact: \$3,719,584.20



³ Department of the Treasury. (2022). Coronavirus State and Local Fiscal Recovery Funds. Federal Register, 87(18), p. 4362