

MEETING NOTICE

TO: Webb County-City of Laredo Regional Mobility Authority Board Members

FROM: Mr. Jed A. Brown, Chair

SUBJECT: May 13, 2020 Regular Board Meeting

The meeting of the WC-CL RMA is scheduled as follows:

DATE: Wednesday, May 13, 2020

TIME: 10:00 AM

PLACE: Teleconference Meeting

Hosted at: Law Offices of J. Cruz & Associates, LLC
216 W. Village Blvd., Suite 202
Laredo, Texas 78041

Teleconference Number: 1-888-204-5987

Access Code: 1299180

Enclosed are the agenda and other pertinent information for your review prior to the meeting. Should you have any questions, please call me at (956) 286-7200.

A handwritten signature in blue ink, appearing to read 'Jed A. Brown', with a long horizontal flourish extending to the right.

Jed A. Brown
Chair

**WEBB COUNTY-CITY OF LAREDO REGIONAL MOBILITY AUTHORITY (WC-CL RMA)
BOARD OF DIRECTORS REGULAR MEETING
Wednesday, May 13, 2020 10:00 a.m.
Teleconference Meeting Hosted at
Law Offices of J. Cruz & Associates
216 W. Village Blvd., Suite 202
Laredo, Webb County, Texas 78041**

**Members of the public may call in to 1-888-204-5987 Access Code 129918.
Public comments may be submitted to: contact@webblaredorma.org prior to the
start of the meeting.**

- 1. Open Meeting and Establish Quorum**
Notice of this meeting was posted on the WC-CL RMA website webblaredorma.org on May 8, 2020.
- 2. Welcome and Introduction of Board Members** – Jed A. Brown (WC-CL RMA Chair and Presiding Officer).
- 3. Pledge of Allegiance**
- 4. Open Public Forum/Comment Period.**
- 5. Chair's Report:**
 - A.** Appointment of Ad Hoc Committee to review proposal from HNTB to extend General Engineering Consultant contract
 - B.** Filing of Personal Financial Statements with Texas Ethics Commission
- 6. Action Item: Discussion, Consideration, and Possible Action concerning the Approval of the February 7, 2020, WC-CL RMA Regular Board Meeting Minutes.**
- 7. Action Item: Discussion, Consideration, and Possible Action to approve the revised Interlocal Agreement between the City of Laredo and the Webb County-City of Laredo Regional Mobility Authority for the development of a right turn lane on Killam Industrial Blvd. and an acceleration lane northbound on Farm to Market Road 1472.**
- 8. Action Item: Discussion, Consideration, and Possible Action to approve the Advance Funding Agreement between the Texas Department of Transportation and the Webb County-City of Laredo Regional Mobility Authority providing for local government contributions to a transportation improvement project providing for the construction of a right turn lane on Killam Industrial Blvd. and an acceleration lane northbound on Farm to Market 1472, as well as related signal and signing improvements.**
- 9. Action Item: Discussion, Consideration, and Possible Action to ratify the use of the domain name for the Webb County-City of Laredo RMA as webblaredorma.org.**
- 10. General Engineer Consultant Update**
 - 1) Killam Industrial Blvd. Turn Lane Project- Antonio Rodriguez and Eddie Garza**

- Project Status Update
- 2) Los Presidentes Road Project– Antonio Rodriguez and Eddie Garza
 - Project Status Update
- 3) Vallecillo Road Project – Antonio Rodriguez
 - Project Status Update
- 4) North Laredo Webb County Transportation Planning Study – Antonio Rodriguez and Melissa Montemayor
 - Project Status Update

11. Report: Date/Time/Location of the Next Regular Board Meeting.

12. Adjournment.

Executive Session - Pursuant to Chapter 551, Subchapter D, Texas Government Code, if any.

At any time during the meeting of the WC-CL RMA Board of Directors, the Board may meet in executive session for consultation concerning attorney-client matters (real estate, litigation, contracts, personnel, and security) under Chapter 551 of the Texas Government Code:

- A. Section 551.071. Consultation with Attorney—Consultation with, and advice from legal counsel concerning pending/contemplated litigation, settlement offers and negotiations, ongoing disputes and potential disputes, and other legal issues.
- B. Section 551.072. Deliberation Regarding Real Property—Discussion of real property purchase, exchange, lease, license, gift, donation, and/or negotiated settlement, including property to be acquired for right-of-way.
- C. Section 551.074. Personnel Matters—Deliberation concerning the appointment, employment, reassignment, evaluation, duties, discipline, and/or dismissal of personnel.

PARTICIPATION BY TELEPHONE CONFERENCE CALL:

One or more members of the Board may participate in this meeting through a telephone conference call, as authorized by Section 370.262, Texas Transportation Code. Under that law, each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the meeting location. During the meeting, the identification of each party shall be clearly stated prior to speaking, and the meeting shall be documented by written minutes. On conclusion of the meeting, the written minutes of the meeting will be made available to the public.

NOTE

Enumerated agenda items are assigned for ease of reference only and will not necessarily be considered by the Board in that particular order. The Chair may rearrange the order in which agenda items are considered.

ACCESSIBILITY STATEMENT FOR DISABLED PERSONS

Persons with disabilities who plan to participate in this meeting and who may need auxiliary aids or services, such as interpreters for person who are deaf or hearing impaired, and readers of large print or Braille, are requested to contact Alma Fernandez at afernandez@jca-law.com.

OPEN PUBLIC FORUM/COMMENT

Members of the public seeking to provide public comment must submit an email to contact@webblaredorma.org prior to the start of the meeting. Speakers who engage in personal attacks or use insulting, profane, threatening or abusive language during any RMA Board meeting shall be ruled out of order by the presiding Board officer and asked to leave the meeting. For subjects that are not otherwise part of the agenda for the meeting, Board members may neither comment nor question speakers during the open comment period, but may request the Chair, or a recognized committee, to investigate the subject further. No action will be taken on matters that are not part of the agenda for the meeting.

**WEBB COUNTY – CITY OF LAREDO
REGIONAL MOBILITY AUTHORITY BOARD**

WC-CL RMA Board of Directors Meeting
TxDOT - Laredo District Meeting Room
1817 Bob Bullock Loop, Laredo, Texas 78043
Friday, February 7, 2020
10:02 AM

BOARD MINUTES

The Webb County-City of Laredo Regional Mobility Authority (WC-CL RMA) Board met at the above place and date. The meeting was called to order at 10:02 a.m. WC-CL RMA Board Vice-Chair Doug Howland present and presiding. The following board members were present:

Jed Brown
Doug Howland
Oscar Lopez
Arturo Dominguez
Jose Murillo
Alfonso Mendiola
George Beckelhymer

The following board members was absent: Jesus D. Romero and Viridiana Fernandez

AGENDA

1. Open Meeting and Establish Quorum

After establishing a quorum, Presiding Officer Jed Brown, called the meeting to order at 10:02 A.M. He then announced the following Board Members were absent: Jesus D. Romero and Viridiana Fernandez. He then notified everyone present that a notice of the meeting had been posted in accordance with the Texas Open Meetings Act, and then asked everyone to stand for the Invocation and Pledge of Allegiance.

3. Pledge of Allegiance

2. Welcome and Introduction of Board Members – Jed Brown (WC-CL RMA Presiding Office)

Chairman Brown informed all present that the meeting was being recorded and thanked TxDOT for hosting and videotaping the meeting.

4. Open Public Forum/Comment Period.

No one signed up to make comments.

5. Action Item: Discussion, Consideration and Possible Action concerning the Approval of the December 12, 2019 WC-CL RMA Regular Board Meeting Minutes.

Chairman Brown stated that the Board Members had been provided a copy of the December 12, 2019 Board Meeting Minutes for review in the Board book. He then asked for a motion to accept the Board Meeting Minutes of the Webb County-City of Laredo RMA.

Motion: So Move
Moved by: George Beckelhymer
Second by: Doug Howland
Discussion: No discussion was held
In Favor: Motion passed unanimously

6. Presentations

A. Financial Report

Oscar Lopez treasurer reports current checking account balance of 3,175,888.13 held at Commerce Bank as of January 31, 2020. Currently there is a certificate of deposit in the amount of 6,057,989.42. CD maturing on March 27th and the previous mature date was December 27, 2019. Interest earned on the previous mature date was \$15,065.92.

Funds disbursed since the last meeting were:

HNTB Corporation	\$190,000.00
PNB	\$ 10,500.00
Ruben Soto CPA	\$6,000.00
IBOC Insurance Agency	\$262.50
J Cruz & Associates LLC	\$25.96

Mr. Lopez went on to say that balance sheets ending December 31, 2019 and income statements year-to-day through January 31, 2020, were included in provided packet for Board's review.

B. Status Report on Optional Vehicle Registration Fee (VRF) Program and Collections.

Mr. Lopez went on to report that the Vehicle Registration fee was last received on November 15, 2019 and according to the amended ILA with the County, payments will be received quarterly. Next expected quarterly payment is February 2020.

C. Status Report on Development and Naming of the WC-CL RMA Website.

Gene Belmares from Liquid Studios went out to say that the current domain name is Webb-RMA.com and acquired Webb-RMA.org in addition to WebbCOL-RMA.org. Mr. Belmares suggested several domain names. Mr. Belmares went on to say that they continue to maintain the current website and are developing the new website offline to the public, but visible to the Board for feedback.

Chairman Brown went on to say that the Board is welcome to make any suggestions on the design of the website.

Mr. Lopez asked if there were any statistics on visitors on website, which Mr. Belmares responded that a report could be provided.

7. Chairman Report.

A. Compliance Calendar

Chairman Brown went onto say that he will work closely with everyone to ensure compliance and meet deadlines as an RMA.

B. Personal Financial Statements

Reminded the Board members that personal financial statements were due by the end of April.

C. House Transportation Committee Hearing – February 21, 2020 (TAMIU)

Chairman Brown went on to say that the RMA had been asked by Gerry Schwebel of IBC to assist in putting together comments relevant to his presentation at the House Transportation Committee Hearing regarding examining the infrastructure at international ports of entry in Texas, identify transportation related impediments to international trade that negatively impacts the state, make recommendations to reduce border wait times, facilitate economic growth and expedite trade. Chairman Brown suggested to provide copy of draft report that would relate to the presentation.

Mr. Dominguez added that according to FreightWaves.com, City of Laredo was ranked third for city with the most truck congestion in Texas and would be a good observation to make at the hearing.

8. Action Item (Resolution 20-01): Discussion, Consideration and Possible Action to elect the following WC-CL RMA Board Officers: Vice-Chair, Secretary and Treasurer.

Chairman Brown went on to inform the Board that according to bylaws and policies, officers are elected at the first meeting that takes place after February 1st. Chairman Brown added that he was very grateful for Mr. Howland as Vice-Chair.

Mr. Beckelhymer moved to keep the same slate of officers.

Motion: So Move
Moved by: George Beckelhymer
Second by: Alfonso Mendiola
Discussion: No discussion was held
In Favor: Motion passed unanimously

9. Action Item (Resolution 20-02): Discussion, Consideration and Possible Action to Approve Supplemental Work Authorization No. 4.7 with HNTB for Continued Project Development Services.

Chairman Brown called on Mr. Antonio Rodriguez, GEC Deputy Project Manager, to bring the Board up to date on the continued project development and the need to extend.

Mr. Rodriguez went on to inform the Board that the Supplemental Work Authorization is to extend the current work authorization to continue to provide professional engineering services and deliverables required for project management. Some of the services include program management and consultation, administration, record keeping, attend meetings, preform research, exhibits, report monthly activities and data collection and review. The 7 month extension requested is due to the finance fiscal year end purposes of the RMA and finalize ongoing projects. Mr. Rodriguez added that they were requesting a budget increase of 103,152.67, gave an overview of all projects, and answered board questions regarding the increase.

Motion: So Move
Moved by: George Beckelhymer
Second by: Jose Murillo
Discussion: No discussion was held
In Favor: Motion passed unanimously

10. Action Item (Resolution 20-03): Discussion, Consideration and Possible Action to Approve Work Authorization No. 1.7 for traffic engineering and geotechnical studies for Vallecillo Road from FM 1472 to IH 35 SBFR as part of the overall environmental and schematic development effort of the project.

Chairman Brown called on Mr. Antonio Rodriguez, GEC Deputy Project Manager, to report on the item.

Mr. Rodriguez corrected the Work Authorization Number to 1.5 and not 1.7. Mr. Rodriguez went on to give an update and discuss with the board the Vallecio Project's need to refine schematics in construction cost, geotechnical work, environmental and traffic study analysis as part of the overall environmental and schematic development effort of the project that started in 2017.

Melissa Montemayor, HNTB, added that the geotechnical settings are very important and are up to TxDOT standards for federal funding.

Motion: So Move
Moved by: Oscar Lopez
Second by: Alfonso Mendiola
Discussion: No discussion was held
In Favor: Motion passed unanimously

11. Action Item (Resolution 20-04): Discussion, Consideration and Possible Action to Approve Work Authorization 12.1 for the development of Plans, Specifications and Estimate of the FM 1472 (Mines Road) and Killam Industrial Blvd. Turn Lanes Project, specifically in the area of water utility relocation design, gas utility relocation design and temporary construction easement services.

Chairman Brown called on Mr. Antonio Rodriguez, GEC Deputy Project Manager, to report on the item.

Mr. Rodriguez went on to discuss with the board the development improvements will widen FM 1472 and Killam Industrial Boulevard to include right turn lanes and an acceleration lane, as well as related signal and signing improvements. This supplemental scope of work is for the design of water relocation, replacement plans, gas relocation or protection plans and temporary access and construction easements. Mr. Rodriguez added that TxDOT will be doing an adjacent project from Fasken Road to Killam Industrial Boulevard and are working to combine the project.

Motion: So Move
Moved by: George Beckelhymer
Second by: Oscar Lopez

Discussion: No discussion was held
In Favor: Motion passed unanimously

Chairman Brown moved to skip to Agenda Item 13.

13. Action Item (Resolution 20-06): Discussion, Consideration and Possible Action in Regards to New Project Coordinator Position.

Chairman Brown went on to inform the board that originally, the position would be called an Administrative Assistant, but instead will be called New Project Coordinator. Chairman Brown informed the board that after his review of the workload, the position will be necessary at some point in the future. Discussion with the board led to postpone this item indefinitely.

Agenda Item was Tabled.

Motion: So Move
Moved by: George Beckelhymer
Second by: Doug Howland
Discussion: No discussion was held
In Favor: Motion passed unanimously

12. Action Item (Resolution 20-05): Discussion, Consideration and Possible Action to Adopt the WC-CL RMA FYE September 30, 2020 Budget.

Operating Budget:

Chairman Brown went on to inform the board about the budget expenses, which were included in the board book, including expenses on contracts and agreements. Chairman Brown added that he will work on the best way to leverage the monies.

Motion: So Move
Moved by: George Beckelhymer
Second by: Jose Murillo
Discussion: No discussion was held
In Favor: Motion passed unanimously

Capital Budget:

Chairman Board introduced the capital budget for the Vallecillo Road, Los Presidentes, and Killam Turn Lanes work authorizations spending.

Motion: So Move
Moved by: Oscar Lopez
Second by: George Beckelhymer
Discussion: No discussion was held
In Favor: Motion passed unanimously

14. General Engineer Consultant Update

Chairman Brown called on Mr. Antonio Rodriguez, GEC Deputy Project Manager, to give the Board an update on the ongoing projects.

Killam Industrial Blvd. Turn Lanes

Mr. Rodriguez presented the board with exhibits on the Killam Industrial Boulevard Turn Lanes project schematics and proceeded to give a project status update on meeting with TxDOT. Mr. Eddie Garza, added that they were also working on a replat to accept the right of way donation from Killam, and as part of the process, address preliminary issues with the City of Laredo Traffic Department.

North Laredo Webb County Transportation Planning Study

Mr. Rodriguez introduced Jason Rodriguez, HNTB, who went on to give the Board a project status update on the project level costs of the North Laredo Webb County Transportation Planning Study. Mr. Rodriguez and Mr. Rodriguez discussed project level costs and answered questions by the Board.

Los Presidentes

Mr. Eddie Garza went on to inform the Board and gave a project status update and discussed Phase 2 of the Project from Concord Hills to Las Misiones regarding water, sewer and drainage issues needed in this arterial project. Mr. Garza illustrated a schematic presented to the Mayor and City Councilmen on alternative intersection options for the Concord Hills and Las Misiones right of way. The plats will be submitted to the City of Laredo for final plat approval by the end of May 2020. Mr. Garza addressed all questions by the board.

Other Business

Tito Gonzalez, TxDOT Director of Planning and Development, updated the board on the Laredo Outer Loop timeline and informed that they were still working on the preliminary schematics of the corridor according to traffic projection.

Mr. Antonio Rodriguez informed the board that the Loop 20 South TRZ study, completed by the RMA, will be presented to the City Council in a future agenda.

15. Report: Date/Time/Location of the Next Regular Board Meeting.

Chairman Brown informed that Board that the next board meeting will be in April, unless one was needed sooner.

16. Adjournment.

On a motion made by George Beckelhymer and second by Alfonso Mendiola. With no discussion, meeting was adjourned at 12:06 P.M. Motion passed unanimously and meeting was adjourned.

INTERLOCAL AGREEMENT
Killam Turn Lanes Project (FM 1472 and Killam Industrial Blvd.)

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into effective as of the ___ day of _____, 2020, by and between the Webb County–City Of Laredo Regional Mobility Authority (the “WC-CL RMA”) and the City of Laredo (the “City”) (collectively, the “Parties” and each individually a “Party”).

WITNESSETH:

WHEREAS, the WC-CL RMA is a regional mobility authority created pursuant to the request of Webb County and the City of Laredo and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§ 26.1, *et seq.* (the “RMA Rules”), and is a body politic and corporate and political subdivision of the State of Texas; and

WHEREAS, the City is a home rule city and municipal corporation; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the Parties are pursuing development of turn lanes at the intersection of Killam Industrial Boulevard and Farm-to-Market Road 1472 (Mines Road) (the “Project”); and

WHEREAS, HNTB Corporation, as general engineering consultant to the WC-CL RMA, estimates that the total project cost for design, permitting, construction, construction oversight, and environmental clearance of the Project is approximately \$2,700,000.00 (the “Development Costs”); and

WHEREAS, Killam Development, Ltd. (“Killam”) has committed to donating required right-of-way (“ROW”) to the Project; and

WHEREAS, the Parties desire to contribute the funds needed to finance the Development Costs and to define the responsibilities and obligations related to the development and construction of the Project; and

WHEREAS, on August 13, 2018, the City Council of the City approved a motion to allocate \$1,600,000.00 toward the Development Costs; and

WHEREAS, on August 5, 2019, the City Council of the City approved Ordinance 2019-O-106 amending the FY2018-2019 Capital Grants Fund Budget by appropriating the estimated total project cost of \$2,700,000.00 toward the Development Costs; and

WHEREAS, on August 8, 2019, in Resolution No. 19-15, the WC-CL RMA approved a resolution committing \$1,100,000.00 toward the Development Costs; and

WHEREAS, on October 22, 2019, the WC-CL RMA and the City entered into an interlocal agreement for the development of the Project; and

WHEREAS, the Parties now wish to revise and substitute the terms of the interlocal agreement as reflected herein; and

WHEREAS, the WC-CL RMA plans to enter into an Advanced Funding Agreement with the Texas Department of Transportation (“TxDOT”) related to the development of the Project (the “AFA”); and

WHEREAS, the Parties agree that the development of the Project will benefit the residents of the City of Laredo and Webb County by increasing mobility in the South Texas region.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

**I.
FINDINGS**

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by each party.

**II.
ACTIONS**

1. Funding Commitment. The Parties shall each provide funding for the Project in the total amount of \$2,700,000.00 (the “Funding Commitment”).

Funding Commitment	
Agency	Commitment
City of Laredo	\$ 1,600,000.00
Webb County City of Laredo Regional Mobility Authority	\$ 1,100,000.00
Total	\$ 2,700,000.00

Table 1 – Funding Commitment

The allocation of the Funding Commitment between the Parties shall include the following not-to-exceed amounts by each Party: (1) \$1,600,000.00 by the City; and (2) \$1,100,000.00 by the WC-CL RMA. The Funding Commitment is not a joint and several obligation of the Parties; each Party is only obligated for the not-to-exceed amount set forth herein. Each Party acknowledges

the WC-CL RMA and the City will make contractual obligations related to the development and construction of the Project in reliance on the Funding Commitment and obligations set forth herein.

2. WC-CL RMA Obligations. The WC-CL RMA shall provide services related to development of the Project, including utility coordination, design, survey, permitting, investigation, core borings, subsurface exploration, evaluation, planning and engineering services, geotechnical engineering, and coordination with TxDOT for additional project phases as necessary (the “Project Development Services”). Each of the Project Development Services shall be procured by the WC-CL RMA under existing or new consultant contracts and shall be paid for directly by the WC-CL RMA to consultants under each contract. The WC-CL RMA and its consultants shall develop the plans, specifications, construction cost estimates, scheduling, and bid package preparation related to the Project (the “Project Plans”). The WC-CL RMA shall provide the Project Plans to TxDOT for letting, construction and implementation of the Project.

3. City Obligations. Prior to the performance of the Construction Services, the City shall secure all ROW necessary for the Project. All ROW required for the Project shall be secured by July 24, 2020. The City may extend the deadline to secure the ROW by giving written notice of its intent to extend to WC-CL RMA at least 15 days prior to the deadline. The terms of such extension shall be those terms mutually agreed in writing by the City and WC-CL RMA. It is understood that the ROW is to be donated by the property owner via ROW Dedication Plat through the City. The City shall execute such agreement to allow the project to be developed. The City shall own, operate, and maintain the Project.

The City shall perform all tasks related to the acquisition of right of way or real property under section 14 of the AFA.

4. Environmental Assessment and Mitigation and Construction. Construction services for the Project include but are not limited to letting, construction, construction oversight, inspection services, environmental assessment and mitigation (the “Construction Services”). The Construction Services are to be provided by TxDOT under the AFA. After the Project is accepted, TxDOT, pursuant to its contract for Construction Services with the Contractor, will obtain a one (1) year warranty period for improvements within the ROW of the City..

5. Delivery of Funding Commitment. The City will reimburse the WC-CL RMA for its portion of costs incurred by the WC-CL RMA in providing the Project Development Services, including payments to TxDOT pursuant to the AFA, within five (5) business days of receipt of an invoice from the WC-CL RMA. The amount due under each invoice shall be equal to the pro rata portion of the City’s contribution to the total amount of the Funding Commitment. The WC-CL RMA shall provide the City with an executed copy of the AFA prior to the City providing any reimbursement payments. If the City fails to make any reimbursement payment within five (5) business days of receipt of an invoice from WC-CL RMA, the WC-CL RMA may cease the performance of any further Project Development Services. The obligation of the WC-CL RMA to perform Project Development Services and the obligation of the City to reimburse the WC-CL RMA for the performance of those services shall be considered as creating a contract for services pursuant to Tex, Loc. Gov’t Code Sec. 271, subchapter I.

6. Surplus Funds. In the event any portion of the Funding Commitment is not required to administer all costs related to the performance of the Project Development Services and the Construction Services, the WC-CL RMA shall remit to the City a pro rata portion of the remaining amount based on each Party's relative contribution to the total amount of the Funding Commitment.

**III.
GENERAL AND MISCELLANEOUS**

1. Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until: (a) the date the Project Development Services and the Construction Services are fully performed, final completion has occurred, and all payments have been remitted; or (b) the Parties mutually agree to terminate this Agreement. The term of the Agreement may be extended by written agreement of the Parties.

2. Notices. All notices demands, or other requests, and other communications required or permitted under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such Party at the following addresses:

WC-CL RMA:

Webb County–City of Laredo Regional Mobility Authority
7917 McPherson Road, Suite 203
Laredo, Texas 78045
Attn: WC-CL RMA Chair

City of Laredo:

City Hall - Downtown
1110 Houston Street
Laredo, Texas 78042
Attn: City Manager

3. Prior Written Agreements. This Agreement modifies and substitutes the prior interlocal agreement between WC-CL RMA and the City for the development of the Project. This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

4. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of any of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by the Parties.

5. Governmental Immunity. Except as provided in Article II, section 3, nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claims on behalf of any third party.

None of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

6. No Joint Enterprise. This Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

7. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by the Parties to this Agreement and authorized by their respective governing bodies.

8. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

9. Venue. The Parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Webb County, Texas.

10. Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement without first obtaining the written consent of the other Parties.

11. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all of the Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

**WEBB COUNTY-CITY OF LAREDO
REGIONAL MOBILITY AUTHORITY**

CITY OF LAREDO

By: _____
Jed A. Brown
Chair of the Board of Directors

By: _____
Robert Eads
City Manager

Attest:

Jose A. Valdez, Jr.
City Secretary

TxDOT:		Federal Highway Administration:	
CSJ #	2150-04-078	CFDA No.	20.205
District #	22- Laredo	CFDA Title	Highway Planning and Construction
Code Chart 64 #	63296		
Project Name	Intersection Improvements (Right Turn Lane)- Killam Industrial	<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Local Government Contributions to
Transportation Improvement Projects
With No Required Match
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **Webb County City of Laredo Regional Mobility Authority (WCCL RMA)**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **widen non-freeway undivided sections**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated May 13, 2020, which is attached to and made a part of this Agreement as Attachment A,

TxDOT:		Federal Highway Administration:	
CSJ #	2150-04-078	CFDA No.	20.205
District #	22- Laredo	CFDA Title	Highway Planning and Construction
Code Chart 64 #	63296		
Project Name	Intersection Improvements (Right Turn Lane)- Killam Industrial	<i>AFA Not Used For Research & Development</i>	

Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

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

3. Scope of Work

The scope of work for the Project consists of widening to include a right turn lane on Killam Blvd. and an acceleration lane on northbound FM1472, as well as related signal and signing improvements.

The Local Government will provide Plans, Specifications and Estimate (PS&E) package to State for the intersection improvements at FM1472 (Mines Road) and Killam Industrial Boulevard. Documents shall be submitted to State for review on or before May 21, 2020 to allow review time and meet scheduled letting date of August 2020.

State will let the project combined with State Let project CSJ 0086-14-084. Local Government shall reimburse State for the Construction costs as noted in Attachment C. Any change orders requiring Local Government participation shall be reviewed and approved by the Local Government prior to execution.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

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- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

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- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

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- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

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

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

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

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7. Remedies

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

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State’s *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

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- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

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- E. In the event real property is donated to the Local Government after the date of the State’s authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government’s appraisal, determine the fair market value and credit that amount towards the Local Government’s financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State’s predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after

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completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Webb County City of Laredo RMA ATTN: Chair 7917 McPherson Rd Suite 203 Laredo, TX 78045-2812	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

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

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

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Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

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- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government

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may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

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compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure*

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by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

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

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed

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by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 - 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$ _____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

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

32. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Typed or Printed Name

Typed or Printed Title

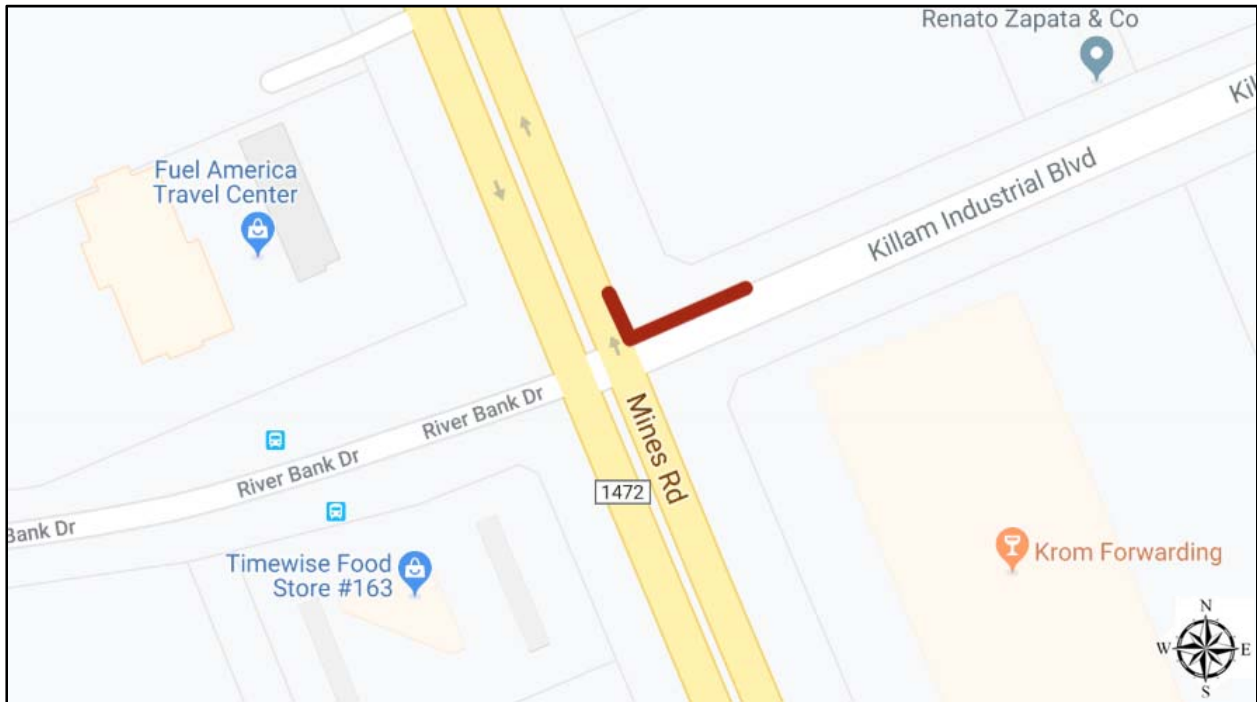
Date

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ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

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**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**



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ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding. The Local Government will be responsible for all cost overruns.

The State will be responsible for letting and oversight of the construction phase for this project.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Plans, Specifications, and Estimate (by LG)	\$ 420,791	0%	\$0	0%	\$0	100%	\$ 420,791
Utility Coordination (by LG)	12,007	0%	0	0%	0	100%	12,007
Right of Way (by LG)	39,661	0%	0	0%	0	100%	39,661
Environmental (by State)	1,000	0%	0	100%	1,000	0%	0
Construction (by State)	1,255,375	0%	0	0%	0	100%	1,255,375
Direct State Costs:							
Engineering	3,800	0%	0	100%	3,800	0%	0
Utility Coordination	3,800	0%	0	100%	3,800	0%	0
Right of Way	3,800	0%	0	100%	3,800	0%	0
Environmental Clearance	3,800	0%	0	100%	3,800	0%	0
Construction Oversight	3,800	0%	0	100%	3,800	0%	0
Indirect State Cost (4.52%)	79,002	0%	0	100%	79,002	0%	0
TOTAL	\$ 1,826,836		\$0		\$ 99,002		\$ 1,727,834

Initial payment by the Local Government to the State: \$ 415,375.00 (upon execution of Advance Funding Agreement)

The estimated Construction cost shall be paid prior to project scheduled contract letting of August 2020. The Local Government shall submit payments to State based on the schedule noted below:

	Payment Date:	Amount
Payment 1	June 10, 2020	\$ 420,000.00
Payment 2	July 10, 2020	\$ 420,000.00
		\$ 840,000.00

This is an estimate. Final amount of Local Government responsibility will be based on actual costs.