

# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## NOTICE OF AND AGENDA FOR A SPECIAL MEETING TO BE HELD BY THE BOARD OF DIRECTORS

DATE: WEDNESDAY, JANUARY 7, 2015  
TIME: 5:30 PM  
PLACE: PHARR CITY HALL  
CITY COMMISSION CHAMBERS  
118 SOUTH CAGE BOULEVARD, 2<sup>nd</sup> FLOOR  
PHARR, TEXAS 78577

PRESIDING: RANCE G. SWEETEN, CHAIRMAN

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### CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

### PLEDGE OF ALLEGIANCE

### INVOCATION

### PUBLIC COMMENT

### 1. RESOLUTIONS

- A. Resolution 2015-01 – Approval of Project Development, Operation and Maintenance Agreement for the State Highway 365 and Advance Funding Agreement for US 281/Military Highway Overpass Projects with the Texas Department of Transportation.
- B. Resolution 2015-02 – Approval of Consulting Service Agreement with Juan Guerra to serve as Chief Financial Officer for the Hidalgo County Regional Mobility Authority.

### 2. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION OF REAL PROPERTY) AND SECTION 551.074 (PERSONNEL MATTERS)

- A. Consultation with Board Attorney on legal issues pertaining to the Project Development, Operation and Maintenance Agreement for the State Highway 365 and Advance Funding Agreement for the US 281/Military Highway Overpass Projects with the Texas Department of Transportation (Section 551.071 T.G.C.).
- B. Consultation with Board Attorney on legal issues pertaining to the Consulting Service Agreement with Juan Guerra to serve as Chief Financial Officer for the Hidalgo County Regional Mobility Authority (Section 551.071 T.G.C.).

### ADJOURNMENT OF SPECIAL MEETING

### CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Web Page ( [www.hcrma.net](http://www.hcrma.net) ) and on the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 26th day of December, 2014 at 12:00 pm and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Flor E. Koll  
Program Administrator

Note: If you require special accommodations under the Americans with Disabilities Act, please contact Flor E. Koll at 956-402-4762 at least 24 hours before the meeting.

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Item 1A

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>    X    </u>	AGENDA ITEM	<u>    1A    </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  12/23/14  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  12/07/15  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2015-01 – APPROVAL OF PROJECT DEVELOPMENT, OPERATION AND MAINTENANCE AGREEMENT FOR STATE HIGHWAY 365 AND ADVANCE FUNDING AGREEMENT FOR US 281/MILITARY HIGHWAY OVERPASS PROJECTS WITH THE TEXAS DEPARTMENT OF TRANSPORTATION.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
  
Approval of Project Development, Operation and Maintenance Agreement for State Highway 365 and Advance Funding Agreement for US 281/Military Highway Overpass Projects with the Texas Department of Transportation.
3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:      Yes      No   X   N/A      Funding Source: VRF Bond
5. Staff Recommendation: **Motion to approve Resolution 2015-01 – Approval of Project Development, Operation and Maintenance Agreement for State Highway 365 and Advance Funding Agreement for US 281/Military Highway Projects with the Texas Department of Transportation is recommended.**
6. Program Manager's Recommendation:   X   Approved      Disapproved      None
7. Chief Auditor's Recommendation:   X   Approved      Disapproved      None
8. Board Attorney's Recommendation:   X   Approved      Disapproved      None
9. Chief Financial Officer's Recommendation:   X   Approved      Disapproved      None
10. Executive Director's Recommendation:   X   Approved      Disapproved      None



To: Rance G. Sweeten, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: December 23, 2014  
Re: **Approval of Project Development Agreement for SH 365 and Advance Funding Agreement for US 281/Military Highway Overpass Projects**

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**Background**

On April 29, 2010, the Board of Directors asserted its option to develop the State Highway 365 and US 281/Military Highway Projects. On October 26, 2010, the Board of Directors entered into Pass Through Agreements for the State Highway 365 Project.

**Goal**

In order to continue development of the State Highway 365 and US 281/Military Highway Overpass Projects, the Authority is required to enter into formal agreements with the Texas Department of Transportation to outline provisions for project development, operation and maintenance. The attached agreements outline responsibilities for both parties, as well as, financial participation.

**Options**

The Board of Directors may disapprove the Project Development Agreement and Advance Funding Agreement, however, further project development will not advance without formal agreements.

**Recommendation**

Based on review by this office, **approval of Resolution 2015-013 – Approval the Project Development, Operation and Maintenance Agreement for State Highway 365 and Advance Funding Agreement for US 281/Military Highway Projects with the Texas Department of Transportation is recommended.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION No. 2015-01

APPROVING THAT CERTAIN PROJECT DEVELOPMENT,  
OPERATION, AND MAINTENANCE AGREEMENT FOR STATE  
HIGHWAY 365 AND ADVANCE FUNDING AGREEMENT FOR US  
281/MILITARY HIGHWAY OVERPASS PROJECTS WITH THE  
TEXAS DEPARTMENT OF TRANSPORTATION

THIS RESOLUTION is adopted this 7th day of January, 2015 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the “Commission”) created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the “County”); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the “State”), local governments, and the traveling public and would improve the State’s transportation system; and

WHEREAS, the Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately 104-mile Hidalgo County Loop (the “Loop System”) and the US 83 La Joya Relief Route; and

WHEREAS, the Authority has identified an independent project suitable for initial development under the Loop System: State Highway 365 from FM 396/Anzalduas Highway to US 281/Military Highway and the US 281/Military Highway Overpass at San Juan Road, including the reconstruction and widening of US 281/Military Highway from 0.45 mile east of SP 600 to FM 2557/Stewart Road, with a new grade separated interchange at SH 365/US 281 Intersection; and

WHEREAS, Section 228.011, Texas Transportation Code, provides for local toll project entities, including the Authority, to develop toll projects and Sections 201.103 and 222.052 of the Code establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, on April 29, 2010, by Minute Order 112250, the Texas Transportation Commission designated the Project and on July 27, 2010, by Resolution 2010-17, the Authority asserted its option to develop the Project; and

WHEREAS, by Minute Order 112391, the Commission, and by Resolution Number 2010-55, the Authority entered into that certain agreement for pass-through financing for the Project, pursuant to the provisions of Section 222.104 of the Texas Transportation Code; and

WHEREAS, by Resolution 2014-88, the Authority revised its strategic plan with regard to the Project, changing the boundaries of the Project as well as the proposed funding plan;

WHEREAS, by Minute Order 11320, the Commission canceled the pass-through funding agreement for the Project in order to restructure the designated scope of and funding for the Project to reflect revisions to the Authority's strategic plan;

WHEREAS, the Board finds it to be in the best interest of the Authority and Hidalgo County to enter into a revised Project Development Agreement for State Highway 365 and Advance Funding Agreement for US 281/Military Highway Overpass Projects with TxDOT for financial assistance for the Project;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF  
DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY  
AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves that certain Project Development, Operation and Maintenance Agreement and Advance Funding Agreement for an On-State System Highway Improvement by a Local Government by and between the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority, attached hereto as Exhibit A and B respectively.

Section 3. The Board authorizes the Executive Director to execute the Project Development, Operation and Maintenance Agreement and Advance Funding Agreement after the Agreement is approved by the Texas Transportation Commission.

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PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 7<sup>th</sup> day of January, 2015, at which meeting a quorum was present.

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Rance G. Sweeten, Chairman

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Ricardo Perez, Secretary/Treasurer



EXHIBIT A

PROJECT DEVELOPMENT, OPERATION AND MAINTENANCE AGREEMENT  
FOR AN ON-STATE SYSTEM HIGHWAY IMPROVEMENT BY A LOCAL  
GOVERNMENT

THIS ITEM WILL BE  
SENT UNDER  
SEPERATE COVER

EXHIBIT B

ADVANCE FUNDING AGREEMENT FOR AN ON-STATE SYSTEM HIGHWAY  
IMPROVEMENT BY A LOCAL GOVERNMENT

CSJ # 0220-01-023  
District # 21-Pharr  
Code Chart 64 # 61249  
Project: US 281 from 0.45 Mi E of Spur  
600 to FM 2557 (Stewart Road)  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

STATE OF TEXAS       §

COUNTY OF TRAVIS    §

**ADVANCE FUNDING AGREEMENT**  
**For A**  
**COORDINATED BORDER INFRASTRUCTURE (CBI)**  
**(On-State System Highway Improvement)**

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

**WITNESSETH**

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

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

**WHEREAS**, 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 passed Minute Order Number 113552, authorizing the State to undertake and complete a highway improvement generally described as improvements to US 281 (Military Highway) from 0.45 mi East of SP 600 to FM 2557 (Stewart Road) called the "Project"; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in 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:

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Code Chart 64 # 61249  
Project: US 281 from 0.45 Mi E of Spur  
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Not Research and Development

## AGREEMENT

### 1. 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.

### 2. Scope of Work

Reconstructing and widening US 281 (Military Highway) as a non-tolled 4 lane facility from 0.45 mile East of SP 600 to FM 2557 (Stewart Road), and providing a new grade separated interchange at the SH 365/US 281 Intersection, as shown on Attachment B.

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment “C”, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment “C”. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. 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. 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.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. 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.

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- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party.
- G. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract 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.
- H. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- I. 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.

#### **4. 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 cost incurred because of the breach shall be paid by the breaching party;
- C. This agreement is terminated by the State if the Local Government has not commenced construction of the Project by August 31, 2016.

#### **5. Amendments**

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

#### **6. 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.

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## **7. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including 23 CFR Chapter 1, Part 645. 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 completed.

## **8. 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.

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

## **9. Compliance with Texas Accessibility Standards and ADA**

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 the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

## **10. Architectural and Engineering Services**

The Local Government 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* design standards. In procuring professional services, the parties to this agreement must comply with

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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.

#### **11. Construction Responsibilities**

- A.** The Local Government shall 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, material acceptance testing, construction quality acceptance 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.** The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- C.** Prior to their execution, the State will be given the opportunity to review all contract change orders.
- D.** Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E.** 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.

#### **12. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of 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.

#### **13. Right of Way and Real Property**

- A.** The Local Government is responsible for the provision and acquisition of all real property needed for the project, including easements. All property interests shall be acquired in the name of the State of Texas. The Local Government may not acquire right of way until all environmental clearance procedures have been completed and either (1) right of way maps and property descriptions (field notes and plats) have been prepared, or (2) a segment of the right of way map (consisting of one or more contiguous parcels) and the field notes and plat maps for such parcels have been prepared and certified to fall within the right of way limits of the approved schematic; provided however, that the Local Government may use early acquisition for a particular parcel or limited number of parcels with title to the property initially



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acquired in the Local Government's name if the early acquisition does not influence the environmental assessment for the project and advance approval is obtained from the State. The State may monitor and audit the Local Government's acquisition of right of way on the Project at any time. On request, the Local Government shall furnish the State with satisfactory proof of compliance with applicable state and federal laws, regulations, policies, and procedures. If the State determines that right of way maps, field notes, parcel plats, appraisals, access designations, acquisition documentation, relocation assistance benefits, or any other acquisition requirement is not in compliance with this agreement, the Local Government shall take all necessary steps to achieve compliance. The cost for additional work to achieve compliance shall be borne by the Local Government.

- 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 State 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.
- 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 and determine the fair market value.
- 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.
- H. 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

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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 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.

- I. The Local Government is responsible for any required relocation assistance along the route of the right of way as may be determined to be eligible under the relocation assistance program. The relocation assistance plan must provide reasonable time frames for orderly relocation of residents and businesses being displaced by the Project. All costs associated with the relocation assistance, including payments to residents and businesses, will be assumed by the Local Government.

#### 14. 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:
Attn: Chairman Hidalgo County Regional Mobility Authority PO BOX 1766 Pharr, Texas 78577	Director of Contract Services Office Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 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.

#### 15. 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.

#### 16. 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.

**17. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**18. Compliance with Laws**

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

**19. 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.

**20. Cost Principles**

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

**21. Procurement and Property Management Standards**

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

**22. 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 Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract 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.

**23. Civil Rights Compliance**

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200),

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and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

#### **24. Disadvantaged Business Enterprise (DBE) Program Requirements**

- 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 set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](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 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.*

#### **25. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive



CSJ # 0220-01-023  
District # 21-Pharr  
Code Chart 64 # 61249  
Project: US 281 from 0.45 Mi E of Spur  
600 to FM 2557 (Stewart Road)  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

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

## **26. Lobbying Certification**

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

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

## **27. 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.

CSJ # **0220-01-023**  
District # **21-Pharr**  
Code Chart 64 # **61249**  
Project: **US 281 from 0.45 Mi E of Spur  
600 to FM 2557 (Stewart Road)**  
Federal Highway Administration  
CFDA # **20.205**  
Not Research and Development

## **28. Federal Funding Accountability and Transparency Act Requirements**

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (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 Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR 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 (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## **29. Single Audit Report**

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B.** If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.
- C.** If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- 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.

## **30. Signatory Warranty**

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

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

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

CSJ # 0220-01-023  
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**ATTACHMENT A**  
**RESOLUTION OR ORDINANCE**





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## ATTACHMENT C PROJECT BUDGET

Coordinated Border Infrastructure (CBI) funding in the amount of \$5,600,000 was approved for the construction of this project. Construction costs will be allocated based on 80% Federal funding and 20% State funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description		Estimated Cost	Federal Participation		State Participation		Local Government Participation	
			%	Amount	%	Amount	%	Amount
Preliminary Engineering & Environmental								
Schematic (by LG)		\$155,185	0%	\$0	0%	\$0	100%	\$155,185
Environmental (by LG)		\$58,700	0%	\$0	0%	\$0	100%	\$58,700
Plans, Specifications & Estimate (PS&E) (by LG)		\$869,774	0%	\$0	0%	\$0	100%	\$869,774
Subtotal =		\$1,083,659		\$0		\$0		\$1,083,659
Right of Way & Utilities								
Right of Way (by LG)		\$5,500	0%	\$0	0%	\$0	100%	\$5,500
Utilities (by LG)		\$468,619	0%	\$0	0%	\$0	100%	\$468,619
Subtotal =		\$474,119		\$0		\$0		\$474,119
Construction								
Construction (By LG) Cat 10 -CBI		\$5,600,000	80%	\$4,480,000	20%	\$1,120,000	0%	\$0
Construction (by LG)		\$7,000,000	0%	\$0	0%	\$0	100%	\$7,000,000
Subtotal=		\$12,600,000		\$4,480,000		\$1,120,000		\$7,000,000
Construction Engineering								
Construction Engineering (by LG)		\$706,686	0%	\$0	0%	\$0	100%	\$706,686
Subtotal =		\$706,686		\$0		\$0		\$706,686
Direct & Indirect State Costs								
Direct State Costs for State Review and Oversight \$130,000	Environ. (30%)	\$39,000	0%	\$0	100%	\$39,000	0%	\$0
	Right of Way (10%)	\$13,000	0%	\$0	100%	\$13,000	0%	\$0
	Preliminary Engineering (50%)	\$65,000	0%	\$0	100%	\$65,000	0%	\$0
	Utility (10%)	\$13,000	0%	\$0	100%	\$13,000	0%	\$0
Indirect State Costs		\$65,000	0%	\$0	100%	\$65,000	0%	\$0
Subtotal =		\$195,000		\$0		\$195,000		\$0
US 281 TOTAL =		\$15,059,464		\$4,480,000		\$1,315,000		\$9,264,464

Initial payment by the Local Government to the State: **\$0**

Payment by the Local Government to the State before construction: **\$0**

Estimated total payment by the Local Government to the State: **\$0**

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



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Item 1B

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>    X    </u>	AGENDA ITEM	<u>    1B    </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>   12/23/14   </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>   01/07/15   </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2015 – 02 – APPROVAL OF A CONSULTING SERVICE AGREEMENT WITH JUAN G. GUERRA TO SERVE AS CHIEF FINANCIAL OFFICER FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Approval of consulting service agreement with Juan G. Guerra to serve as Chief Financial Officer for the HCRMA.
3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:   X   Yes      No    N/A      Funding Source: General Fund  
Budgeted amount for Professional Services - Chief Financial Officer      \$60,000.00
5. Staff Recommendation: **Motion to approve Resolution 2015 -02 – Approval of a Consulting Service Agreement with Juan G. Guerra to serve as Chief Financial Officer for the Hidalgo County Regional Mobility Authority.**
6. Program Manager's Recommendation:      Approved      Disapproved   X   None
7. Planning Committee's Recommendation:      Approved      Disapproved   X   None
8. Board Attorney's Recommendation:      Approved      Disapproved   X   None
9. Chief Auditor's Recommendation:      Approved      Disapproved   X   None
10. Chief Financial Officer's Recommendation:      Approved      Disapproved   X   None
11. Executive Director's Recommendation:   X   Approved      Disapproved      None



# Memorandum

To: Rance G. Sweeten, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: December 23, 2014

Re: **Approval of Consulting Services Agreement with Juan G. Guerra to serve as Chief Financial Officer for the Hidalgo County Regional Mobility Authority**

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## **Background**

At the December 15, 2014, Regular Board Meeting, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors adopted the Fiscal Year 2015 Operating and Capital Budget, which included professional services for a Chief Financial Officer. The budgeted amount for the services of Chief Financial Officer is \$60,000.

## **Goal**

With the issuance of the Vehicle Registration Fee Bond Series 2013 and the continuing disclosure and the pending issuance of additional bonds, the HCRMA requires the expertise of a Chief Financial Officer who has experience in public financing, accounting and budgeting.

Mr. Juan G. Guerra (resume attached) has expressed a willingness to assist the HCRMA and possess the necessary experience, knowledge, certifications and expertise in the governmental arena to serve as the Chief Financial Officer.

## **Options**

The Board may disapprove the consulting service agreement; however, with the increasingly complex financial matter, a Chief Financial Officer will still be required.

## **Recommendation**

Based on review by this office, **approval of the Consulting Service Agreement with Juan G. Guerra to serve as Chief Financial Officer for the HCRMA is recommended.**

If you should have any questions or require additional information, please advise.

# **JUAN G. GUERRA, CPA**

1305 W Park Drive

Pharr, TX 78577

(956) 655-2804

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## **RELEVANT PROFESSIONAL EXPERIENCE**

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### **➤ CHIEF FINANCIAL OFFICER - CITY OF PHARR, TX; 2012 – *PRESENT (\$106,000)***

#### **RELEVANT RESPONSIBILITIES**

- ♦ Temporarily handled duties of Director for the Pharr International Bridge (Feb 2013 – Aug 2014) at the same time as those of CFO
- ♦ Present fiscal analysis to the City Commission, Pharr International Bridge Board, Pharr Economic Development Corporation (PEDC), Pharr Police Athletic League (PAL), and the Pharr Tax Increment Reinvestment Zone (Pharr TIRZ)
- ♦ Provide economic analysis and recommendations concerning international trade and economic development projects
- ♦ Develop, implement, review, and update employee policy, financial policies, cash handling policy, investment policy, and purchasing manual
- ♦ Member of the collective bargaining team and assisted with negotiations
- ♦ Committee member for the i69 Texas Alliance, North American Strategy for Competitiveness (NASCO), Pharr Revolving Loan, Veteran's Day Parade, Christmas Tree Lighting Parade, HUB Phestival committee; and the Pharr Police Athletic League

#### **PROACTIVE ACHIEVEMENTS**

- ♦ Identified an opportunity and strategy to potentially double the City's bridge revenues that had been overlooked for over 19 years at the bridge
- ♦ Successfully lead the planning and development of international infrastructure development and funding which had been attempted in the last 10 years with minimal success
- ♦ Lead the strategic planning and multi-governmental agency coordination of a logistical port of entry
- ♦ Act as liaison for the City and lobby to local, state, and federal agencies of the USA and Mexico
- ♦ Improved the City's international trade presence and perception at the local, state, federal, professional international trade/logistical organizations via regional and state trade missions to Mexico and USA
- ♦ Developed plans for the consolidation of the area's logistical professions to improve the standing the Pharr Bridge and the City of Pharr
- ♦ Developed a plan along with the receipt of EDA grant funding to greatly increase Pharr's international trade presence via a Trade Center Building that would include USA & Mexico representatives along with trade associations and South TX Collage
- ♦ I professionalized the duties of Bridge Director to the point where once I left the Bridge, new duties were realized: professionally experienced and salaried Bridge Director, Assistant Bridge Director, Assistant Director of Operations, Government Affairs Liaison, and Industrial Development Manager

#### **REASON FOR LEAVING**

- ♦ Career Advancement



➤ **FINANCE DIRECTOR - CITY OF PHARR, TX; 2007 – 2012 (\$99,000)**

RELEVANT RESPONSIBILITIES

- ♦Responsibilities included management over all financial operations and utility billing functions

PROACTIVE ACHIEVEMENTS

- ♦Came into a very unreliable finance department, reorganized the finance staff and operations from the ground up to create stable reliable operations
- ♦Identified major financial weaknesses and developed a long-term viability plan to correct numerous fiscal weaknesses as well as ensuring they don't occur in the future
- ♦Greatly improved the City's fiscal position by developing and implementing fiscal policies and fixing the General Fund fund balance from a negative \$6 million to positive \$8 million in 2 years
- ♦Professionally communicated with confrontational politically unstable Commission
- ♦Completed the annual audit and financial report on time for the first time in 19 years
- ♦Created the City's 1<sup>st</sup> budget manual and training session
- ♦Created a teamwork atmosphere in the Finance Department and began the internal training of accounting personnel
- ♦Upgraded the expectations of the Utility Billing division and fired/hired capable staff to meet them
- ♦Prepared the City's 1<sup>st</sup> ever CAFR and submitted it to GFOA for the Certificate of Achievement, have now been awarded this certificate 6 straight years
- ♦Completely modified the budget document to a more updated and professional standard and was awarded the City's 1<sup>st</sup> ever GFOA award for the Distinguished Budget Presentation, have now been awarded this certificate 6 straight years
- ♦Developed an investment report that meets professional investment requirements and was awarded the Governmental Treasury Organization of Texas' Certificate of Distinction
- ♦Modified the City's website to become the first regional city to win the Gold Leadership Circle to the City of Pharr for its online fiscal transparency
- ♦Successfully managed the City's finances through the regional economic downturn while developing a plan and fully met the goals of funding the contingency balances for the major funds
- ♦Played major role in development of component units, TIRZ, as well as their developmental funding
- ♦Played major role with the start-up of the Pharr Events Center operations
- ♦Provided fiscal guidance and oversight to City, Economic Dev Corp, and component units on major economic and industrial development packages

REASON FOR LEAVING

- ♦Promoted

➤ **ACCOUNTING MANAGER - CITY OF FORT WORTH, TX; 2006 – 2007 (\$87,500)**

RELEVANT RESPONSIBILITIES

- ♦Responsibilities included management over accounting division employees & budget, financial reporting, single audits, general ledger, capital assets & CIP, grants, accounts payable, and payroll

PROACTIVE ACHIEVEMENTS

- ♦Analyzed, identified, recommended & implementing improvements for reorganization of Accounting Division - train, reorganize duties, increase expectations
- ♦Lead a strike team to analyze risks associated with current city-wide payroll activities
- ♦Initiated the development of an audit preparation procedural manual, the organization of debt schedules, and managed the proper ledger tracking of investments
- ♦Researched, analyzed, and identified effects of legislation for the CFO
- ♦Started the development of a trust for retiree benefit funding per GASB 45
- ♦Assisted with technical assistance on the new Barnett Shale gas well revenues of \$376 mil

REASON FOR LEAVING

- ♦Family issues. I don't mind expanding on this answer if needed.

➤ **DIRECTOR OF FINANCE - CITY OF SHERMAN, TX; 2005 – 2006 (\$75,000)**

RELEVANT RESPONSIBILITIES

- ♦ Prepared budgets, forecasts, audits, and financial external & internal reports
- ♦ Purchased investments and assisted with the issuance and retirement of debt instruments
- ♦ Consistently worked in teams from all government fields to update service fees/consumption rates, analyze costs, integrate software, improve utility operations, and determine project feasibility
- ♦ Assisted with TIF expansion feasibility, airport growth requirements, city-wide ERP IT system upgrade selection, solid waste software conversion, early debt redemption feasibility, utility rate increases, utility billing date consolidation, FEMA reimbursements, and risk management
- ♦ Member of the Grant Writing Team, City-Wide Wi-Fi Team, and IT Software Upgrade Team
- ♦ Responsible for IT, Treasury, Finance/Accounting, purchasing, and Utility Billing/Collection

PROACTIVE ACHIEVEMENTS

- ♦ Organized the debt and investment activities, identifying errors and cost saving measures >\$300k
- ♦ Oversaw and managed the overhaul of all degreed employees in the Finance Department,
- ♦ Improved internal control in Finance and functionality of Utility Payment department
- ♦ Implemented a city-wide fraud reporting program
- ♦ Updated the City's investment policy earning their first ever Investment Policy Certificate of Distinction

REASON FOR LEAVING

- ♦ Career advancement.

➤ **DIRECTOR OF FINANCE - CITY OF LA FERIA, TX; 2002- 2005 (\$44,000)**

RELEVANT RESPONSIBILITIES

- ♦ Oversaw the coordination and payments for capital projects
- ♦ Managed the City's financial records, investments, and accounts,
- ♦ Prepared annual budgets, forecasts, audits, and financial external & internal reports
- ♦ Presented financial reports to media and elected officials
- ♦ Performed supplementary duties as the Human Resource Manager, MIS Manager, Activity/Utility Cost Analyzer, Office Manager, Purchase Manager, Deputy Tax Collector, and Court Administrator

PROACTIVE ACHIEVEMENTS

- ♦ Implemented the conversion of the police department's computer system and network
- ♦ Produced and received the City's first ever national financial report award: Certificate of Achievement for Excellence in Financial Reporting
- ♦ Produced and received the City's first ever national budgeting award: Distinguished Budget Presentation Award
- ♦ Early implemented GASB-34

REASON FOR LEAVING

- ♦ Career advancement.

➤ **FINANCE ACCOUNTANT FOR CITY OF LA FERIA, TX; 2000-2002**

RELEVANT RESPONSIBILITIES

- ♦ Assisted in the preparation of annual budgets, amendments, audits, and the training of personnel
- ♦ Maintained, assigned value of, and tracked the fixed assets, inventories, and major projects
- ♦ Performed cost accounting and provided assistance in balancing and correcting the general ledger
- ♦ Trouble-shot, reconciled, updated, and verified bank statements, investments, loans, cash collection, purchase orders, performance measures, accounts payable, and accounts receivable

➤ **LOGISTICAL OPERATIONS AUDITOR SUPERVISOR - UNITED STATES MARINE CORPS; 1998-2000**

RELEVANT RESPONSIBILITIES

- ♦ Coordinated, monitored, and reconciled fourteen logistical programs for thirteen work centers
- ♦ Audited and analyzed operational and financial information ensuring capability and effectiveness
- ♦ Conducted semi-annual operational audits and initiated the improvement of twelve work centers
- ♦ Implemented, managed, and conducted training for over one hundred fifty personnel
- ♦ Assisted in budget preparations for administrative operational support
- ♦ Lead, managed, motivated, disciplined, and evaluated employees

PROACTIVE ACHIEVEMENTS

- ♦ Spearheaded an overhaul of the Maintenance Management Office (Center of Operations)
- ♦ Recognized for outstanding performance with two accelerated promotions and eight awards

REASON FOR LEAVING

- ♦ End of enlistment.

➤ **LOGISTICAL OPERATIONAL DATA ANALYST FOR UNITED STATES MARINE CORPS; 1996-1998**

RELEVANT RESPONSIBILITIES

- ♦ Assisted the department manager in ensuring thirteen work centers were operating in accordance with all business policies

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**RELEVANT EDUCATION AND SPECIALIZED TRAINING**

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- Licensed Customhouse Broker (license pending); exam passed with a 95%
- Chartered Global Management Accountant (CGMA); 12/2013, # 110042638
- Certified Public Manager (CPM); 12/2006
- Certified Government Finance Officer (CGFO); 4/2005, #198
- Certified Public Accountant (CPA) in the state of Texas; 10/2004, #85217
- Masters of Business Administration (MBA), University of Texas-Pan American; 2001, GPA: 3.455
- Bachelors of Business Administration, Campbell University; 2000, with honors: Magna Cum Laude
- Operational/Logistics Management Supervisor Course; 1999
- Advanced Military Leadership Course; 1998

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**SKILLS AND STRENGTHS**

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- Great Leadership
- Proactive • Team-Player • Well organized
- Great verbal and written communication skills • Results oriented • Self motivating
- Work well under pressure and stress • Bilingual English/Spanish
- Politically astute

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**HONORABLE MENTION**

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Volunteered for active duty in the U.S. Marine Corps after the terrorist attack on September 11, 2001; honorably served in 2002 as Military Police

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION NO. 2015-02

RESOLUTION APPROVING A CONSULTING SERVICE AGREEMENT WITH JUAN G.  
GUERRA TO SERVE AS THE CHIEF FINANCIAL OFFICER FOR THE HIDALGO  
COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 7<sup>th</sup> day of January, 2015 by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, the Authority was created by Order of Hidalgo County (the “County”) dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the “Commission”) dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority is required to report to the Texas Department of Transportation the annual operating and capital budget adopted pursuant to the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended; and

WHEREAS, the Authority’s fiscal year commences on January 1, 2015 and ends on December 31, 2015; and

WHEREAS, the Authority adopted the Fiscal Year 2015 Budget on December 15, 2014; and

WHEREAS, the adopted Fiscal Year 2015 Budget includes professional services for a Chief Financial Officer; and

WHEREAS, Juan G. Guerra has the necessary experience, expertise and time to serve as the Chief Financial Officer for the Authority and will serve for an agreed upon fee;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTOR OF THE  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board approves the Consulting Service Agreement with Juan G. Guerra, hereto attached as Exhibit A.

Section 3. The Board of Directors waive any policy to procure services for a Chief Financial Officer.

Section 4. The Board of Directors authorize the Executive Director to execute a Consulting Service Agreement with Juan G. Guerra to serve as the Chief Financial Officer for the Authority.

\*\*\*\*\*

Passed and Approved as to be effective immediately this 7<sup>th</sup> day of January 2015, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

---

Rance G. Sweeten, Chairman

Attest:

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Ricardo Perez, Secretary/Treasurer

EXHIBIT A

CONSULTING SERVICE AGREEMENT WITH JUAN G. GUERRA TO SERVE AS THE  
CHIEF FINANCIAL OFFICER FOR THE HIDALGO COUNTY REGIONAL MOBILITY  
AUTHORITY

STATE OF TEXAS §  
COUNTY OF HIDALGO §  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY §

## PROFESSIONAL SERVICE AGREEMENT

This is a Professional Service Agreement (AGREEMENT) entered into by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas, (AUTHORITY) and Juan G. Guerra, an individual residing in the [City of Pharr], Texas (GUERRA).

### **Section 1. PURPOSE**

The purpose of this AGREEMENT is to engage GUERRA as an independent contractor to serve as Chief Financial Officer for the AUTHORITY.

### **Section 2. DESCRIPTION OF SERVICES**

2.01 GUERRA agrees to provide oversight and management of financial matters for the AUTHORITY in the area of Government Financing, Accounting, Budgeting and Investments. This includes providing consulting and technical work of review, development and implementation of governmental financing, accounting, budgeting and investment policies, procedures or practices related to the day to day operation and capital improvement plan for the AUTHORITY and to perform the responsibilities and obligations of the Chief Financial Officer under the AUTHORITY's Procedures for Post Issuance Compliance. Additionally, Guerra agrees to attend, participate and present, as requested, AUTHORITY finance committee and board meetings. GUERRA shall work with the AUTHORITY's auditors in the completion of the annual audit.

2.02 GUERRA shall devote the necessary time and effort required to carry out the consulting services in a professional manner and with a professional result, taking into consideration the standard of care and qualifications relating to governmental financing, accounting, budgeting and investments.

2.03 GUERRA enters into this AGREEMENT and shall perform as an independent contractor. GUERRA shall not be entitled to any benefits accorded to AUTHORITY's employees and GUERRA shall be responsible for, at his own expense and his own name, unemployment, disability, worker's compensation and other insurance, as well as licenses and trainings usual or necessary for conducting the work described in this AGREEMENT.

### **Section 3. CONSIDERATION**

3.01 In consideration of the financial services rendered by GUERRA as described above, the AUTHORITY agrees to pay GUERRA a rate of \$75.00 an hour for the work and time expended in performing actual financial services<sup>1</sup> for the AUTHORITY. The rate shall not be increased without the prior written consent of the AUTHORITY. GUERRA shall bill the AUTHORITY on a monthly basis.

3.02 GUERRA shall be entitled to reimbursement for out-of-pocket expenses which are reasonable and necessary and incurred incident to the performance of financial services

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<sup>1</sup> Excludes time spent on travel, file or document organization, preparing invoices, responding to Authority internal audit requests for contract compliance; time spent reading emails that do not require a financial response; time spent coordinating meetings or phone conferences; or other services not considered routine financial services, unless approved by the Executive Director.

requested. These reimbursements are limited to photocopying, delivery charges, actual travel expenses (if outside of Hidalgo County), long-distance telephone calls, and facsimile transmissions. GUERRA agrees that he will bill for out-of-pocket expenses at direct cost with no added profit.

3.03 Billing statement for financial services, as well as, reimbursement requests for out-of-pocket expenses incurred by GUERRA shall be forwarded for review and approval to the AUTHORITY. Thereafter, the approved invoices shall be forwarded for payment within 30 days. Billing statements should include descriptive entries that provide sufficient detail to allow the AUTHORITY's reviewer to determine the nature of the task, the reason for the task, and time spent on task. Requests for reimbursement of allowable expenses should be accompanied by receipts. Reimbursable mileage (mileage for outside of County) will be paid at the IRS standard rate. To the extent travel is reimbursed, reimbursement shall be subject to the AUTHORITY's travel policy. GUERRA shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes and other payroll type taxes applicable to compensation hereunder. GUERRA hereby indemnifies and holds the AUTHORITY harmless from any claims, losses, costs, fees, liabilities, damages or injuries suffered by the AUTHORITY for arising out of GUERRA's failure with respect to his obligations in this section 3.03.

#### **Section 4. INSURANCE**

GUERRA is required to maintain professional liability insurance of not less than \$1,000,000. The coverage must extend a minimum of three years beyond the completion of the services. GUERRA will provide the AUTHORITY proof of current insurance coverage annually prior to the expiration date of the previous year's insurance certificate on file.

#### **Section 5. TERM AND TERMINATION**

5.01 The term of this AGREEMENT is three years, beginning on January 1, 2015, with an option to extend for two one year terms; provided that GUERRA or the Executive Director of the AUTHORITY may give 30 days' written notice to the other party of termination of the AGREEMENT prior to the end of the term. [Is this enough notice for the RMA?]

5.02 The provisions of Sections 4, 6, 7 and 8 survive the expiration or termination of this AGREEMENT.

#### **Section 6. INSPECTION OF BOOKS AND RECORDS**

6.01 The AUTHORITY or any duly authorized representative of the AUTHORITY may at all reasonable times inspect and examine the books and records of GUERRA for the purpose of (a) checking the cost and other expenses described and/or contemplated in the AGREEMENT, or (b) otherwise confirming GUERRA's compliance with the terms of the AGREEMENT. The AUTHORITY shall maintain said books and records and other evidence pertaining to costs and shall make such materials available at the AUTHORITY's office, during the term of the AGREEMENT and for a period of three years after the date of final payment for financial services.

6.02 The AUTHORITY will give GUERRA at least five (5) business days' notice of any such audit. If results of the audit show that the AUTHORITY inadvertently paid a bill not in compliance with this AGREEMENT, the AUTHORITY retains the right to obtain reimbursement from GUERRA for such charges or deduct such payment from subsequent payments.

#### **Section 7. OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY OF INFORMATION**

7.01 All material, reports and data created or maintained by GUERRA is proprietary to the AUTHORITY and may be subject to state and federal open records and document retention



policies. At the conclusion of GUERRA's services (or earlier, if appropriate), GUERRA shall return all files and other financial information, electronic and paper, to the AUTHORITY. .

7.02 The AUTHORITY will be disclosing confidential information to GUERRA during GUERRA's performance under the term of this AGREEMENT. Confidential AUTHORITY information includes not only information disclosed by the AUTHORITY, but also information developed or learned by GUERRA during GUERRA's performance under the AGREEMENT, and includes third party information which is in the AUTHORITY's possession under an obligation of confidential treatment. GUERRA agrees that at all times during or subsequent to his performance under this AGREEMENT, GUERRA will keep confidential and not divulge, communicate or use AUTHORITY information, except for GUERRA's own use during the term of this AGREEMENT to the extent necessary to perform his services.

## **Section 8. REPRESENTATIONS**

GUERRA makes the following representations:

- A. GUERRA represents that he is knowledgeable about and qualified to perform governmental financing, accounting, budgeting and investments for the AUTHORITY.
- B. [GUERRA is a certified public accountant shall maintain his CPA license during the term of this AGREEMENT.]
- C. GUERRA holds a State of Texas public funds investment act certification and shall maintain such certification during the term of this AGREEMENT.
- D. During the term of this AGREEMENT, GUERRA will maintain current Texas Department of Transportation local government project procedures training.
- E. GUERRA has reviewed the AUTHORITY's Procedures for Post-Issuance Compliance and hereby represents that he is qualified to undertake the responsibilities and obligations of the Chief Financial Officer thereunder.
- F. GUERRA does not have any current contractual or employment obligation which would be violated by the terms of this AGREEMENT.

## **Section 9. ENTIRE AGREEMENT**

This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto, and no other agreement, statement, or promise which is not contained herein shall be valid or binding.

## **Section 10. ASSIGNMENT**

GUERRA may not assign this AGREEMENT or certain duties or obligations hereunder without the written consent of the AUTHORITY.

## **Section 11. MISCELLANEOUS**

11.01 This AGREEMENT may be amended by the mutual agreement of the parties in writing to be attached to and incorporated into this AGREEMENT.

11.02 This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas. The parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in Hidalgo County, Texas.

11.03 If any provision of this AGREEMENT shall be found invalid or unenforceable, the remainder of this AGREEMENT shall be interpreted so as best to reasonably effect the intent of the parties.

