

**Elia Garcia**  
Mayor  
**Rene Rodriguez**  
At Large  
**Cesar Nevarez**  
District 1/Mayor ProTem



**Ralph Duran**  
District 2  
**Victor Perez**  
District 3  
**Yvonne Colon-Villalobos**  
District 4  
**Adriana Rodarte**  
City Manager

**NOTICE OF SPECIAL COUNCIL MEETING  
OF THE CITY COUNCIL  
OF THE  
CITY OF SOCORRO**

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THE FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATION FOR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY CLERK'S OFFICE AT (915) 858-2915 FOR FURTHER INFORMATION.

**SUPPLEMENTAL NOTICE OF MEETING BY VIRTUAL SERVICES**

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE CITY COUNCIL OF THE CITY OF SOCORRO WILL CONDUCT THE MEETING SCHEDULED FOR TUESDAY JUNE 23, 2020, AT 6:00 PM BROADCASTED FROM CITY CHAMBERS AT CITY HALL CHAMBERS, 860 RIO VISTA RD., SOCORRO, TEXAS VIA TELEPHONE CONFERENCE AND LIVE STREAMED IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING THE NUMBER OF PEOPLE PHYSICALLY PRESENT AT OUR LOCATION (ALSO CALLED "SOCIAL DISTANCING") TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19). THERE WILL BE NO PHYSICAL PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE.

THIS WRITTEN NOTICE, THE MEETING AGENDA, AND THE AGENDA PACKET, ARE POSTED ONLINE AT [HTTP://CLSOCORRO.TX.US/CITY-CLERK-PUBLIC-NOTICE](http://clsocorro.tx.us/city-clerk-public-notice) THE PUBLIC CAN ACCESS THE MEETING BY CALLING TOLL FREE-NUMBER 844-854-2222 ACCESS CODE 323610.

THE PUBLIC MUST CALL IN 844-854-2222 ACCESS CODE 323610 BY 5:30 PM MOUNTAIN STANDARD TIME (MST) ON JUNE 23, 2020 TO SIGN UP FOR PUBLIC COMMENT AND THE AGENDA ITEM THEY WISH TO COMMENT ON. THE PUBLIC THAT SIGNED UP TO SPEAK WILL BE CALLED UPON BY THE PRESIDING OFFICER DURING THE MEETING.

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1. **Call to order**
2. **Pledge of Allegiance and a Moment of Silence**
3. **Establishment of Quorum**

**PUBLIC COMMENT**

4. **Public Comment** (The maximum time for public comment will be 30 minutes and three minutes will be allotted for each speaker. Government Code 551.042 allows for responses by city council to be a statement of specific factual information given in response to the inquiry; or a recitation of existing policy in response to the inquiry; or a decision to add the public comment to a future agenda.)

**NOTICE TO THE PUBLIC**

**ALL MATTERS LISTED UNDER THE CONSENT AGENDA, INCLUDING THOSE ON THE ADDENDUM TO THE AGENDA, WILL BE CONSIDERED BY THE CITY COUNCIL TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION ON THESE ITEMS UNLESS CITY COUNCIL MEMBERS REMOVE SPECIFIC ITEMS FROM THE CONSENT AGENDA TO THE REGULAR AGENDA FOR DISCUSSION PRIOR TO THE TIME THE CITY COUNCIL MEMBERS VOTE ON THE MOTION TO ADOPT THE CONSENT AGENDA.**

**ITEMS REMOVED FROM THE CONSENT AGENDA TO THE REGULAR AGENDA WILL BE CONSIDERED BY THE CITY COUNCIL AFTER ACTING ON THE CONSENT AGENDA.**

**ANY MATTERS LISTED ON THE CONSENT AGENDA AND THE REGULAR AGENDA MAY BE DISCUSSED IN EXECUTIVE SESSION AT THE OPTION OF THE CITY OF SOCORRO CITY COUNCIL FOLLOWING VERBAL ANNOUNCEMENT, IF AN APPROPRIATE EXCEPTION TO THE OPEN MEETING REQUIREMENT OF THE TEXAS OPEN MEETINGS ACT IS APPLICABLE.**

**CONSENT AGENDA**

5. ***Excuse*** absent council members.

***Olivia Navarro***

**REGULAR AGENDA**

6. ***Discussion and action*** to approve an Interlocal Agreement between the County of El Paso and the City of Socorro for the distribution of Coronavirus Relief Funds (CRF) made available through the CARES Act.

***Adriana Rodarte***

The City Council of the City of Socorro may retire into EXECUTIVE SESSION pursuant to Section 3.08 of the City of Socorro Charter and the Texas Government Code, Sections 551, Subchapter D to discuss any of the following: (The items listed below are matters of the sort routinely discuss in Executive Session, but the City Council of the City of Socorro may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071 CONSULTATIONS WITH ATTORNEY  
Section 551.072 DELIBERATION REGARDING REAL PROPERTY  
Section 551.073 DELIBERATION REGARDING PROSPECTIVE GIFT  
Section 551.074 PERSONNEL MATTERS  
Section 551.076 DELIBERATION REGARDING SECURITY  
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

***Discussion on the following:***

7. ***Discussion and action*** on advice received from City Attorney in closed session, and action to approve real estate transaction; authorize filing or settlement of legal action; authorize employment of expert witnesses and consultants, and employment of special counsel with respect to pending legal matters. ***Adriana Rodarte***
8. ***Discussion and action*** on qualifications of individuals for employment and for appointment to Boards & Commissions, job performance of employees, real estate acquisition and receive legal advice from City Attorney regarding legal issues affecting these matters. ***Adriana Rodarte***
9. ***Discussion and action*** regarding pending litigation and receive status report regarding pending litigation. ***Adriana Rodarte***

***10. Adjourn***

**DATED THIS 19<sup>TH</sup> DAY OF JUNE, 2020**

By:   
Olivia Navarro, City Clerk

I, the undersigned authority, hereby certify that the above notice of the meeting of the City Council of Socorro, Texas is a correct copy of the notice and that I posted this notice at least Seventy-two (72) hours preceding the scheduled meeting at the City Administration Building, 124 S. Horizon Blvd., in Socorro, Texas.

**DATED THIS 19<sup>TH</sup> DAY OF JUNE 2020**

By:   
Olivia Navarro, City Clerk

Agenda posted: 6-19-2020 @ 4:03  
Removed: \_\_\_\_\_ Time: \_\_\_\_\_ by: \_\_\_\_\_



**ITEM 6**

|                          |   |   |
|--------------------------|---|---|
| <b>STATE OF TEXAS</b>    | § | <b>INTERLOCAL SUBRECIPIENT GRANT</b>            |
|                          | § | <b>AGREEMENT BETWEEN THE COUNTY OF EL</b>       |
|                          | § | <b>PASO AND CERTAIN MUNICIPAL JURISDICTIONS</b> |
| <b>COUNTY OF EL PASO</b> | § | <b>FOR THE DISTRIBUTION OF FEDERAL</b>          |
|                          |   | <b>CORONAVIRUS RELIEF FUNDS</b>                 |

THIS INTERLOCAL SUBRECIPIENT GRANT AGREEMENT (the “Grant Agreement”) is made by and between the County of El Paso, a political subdivision of the State of Texas (“COUNTY”), duly acting herein by and through the El Paso County Commissioners Court (“Commissioners Court”) and CITY Of Socorro, TEXAS (hereafter referred to as the “CITY”), a Texas Municipal Corporation, duly acting herein by and through its City Council. COUNTY and CITY may be referred to singularly as a “Party” or collectively as “Parties.” The Parties agree to all the recitals, terms, conditions and representations contained in this Grant Agreement. This Grant Agreement is made pursuant to Chapter 791 of the Texas Government Code.

**RECITALS**

**WHEREAS**, funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) (“CARES Act”) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); and

**WHEREAS**, the CARES Act stipulated that the United States Department of the Treasury would give funding directly to counties with a population greater than 500,000 and COUNTY is in receipt of funds directly from the United States Department of the Treasury as a result of the CARES Act; and

**WHEREAS**, through this Grant Agreement, COUNTY has provided a mechanism for cities located within the borders of El Paso County, Texas to seek reimbursement for certain COVID-19 expenses and expenditures; and

**NOW, THEREFORE**, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1**  
**PURPOSE**

- 1.01 The purpose of this Grant Agreement is to provide certain per capita funding rates set forth in Exhibit A, of which 20% will be paid within ten (10) calendar days from the execution of this Agreement, and if eligible the remaining 80% on a reimbursable basis once per month until the end of the term of this Agreement to City in order to mitigate financial burden caused by COVID-19 pandemic and related to eligible incurred expenses for

governmental functions and services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury, as more specifically described herein (“Purpose”).

## **ARTICLE 2**

### **TERM AND TERMINATION**

- 2.01 Term. The term of this Grant Agreement shall begin as of the date of the last signature set forth below and terminate on December 1, 2020 (the “Term”).
- 2.02 Termination.
- i) COUNTY may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against COUNTY, upon 10 days written notice to CITY.
  - ii) COUNTY and CITY may mutually agree to terminate this Agreement. COUNTY in its sole discretion will determine if, as part of the general termination, CITY is required to return any or all of the disbursed grant funds.
  - iii) Fund Requests. The County may terminate this Agreement if the COUNTY determines that the CITY submitted false or inaccurate information in the CITY’s request for funds. The CITY will repay to the County any funds received by the CITY under this Agreement in violation of any Granting Agency requirements.
  - iv) Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by COUNTY, CITY shall continue to be obligated to COUNTY for the return of grant funds in accordance with applicable provisions of this Agreement. In the event of termination under this Section, COUNTY’s obligation to reimburse CITY is limited to allowable costs incurred and paid by the CITY prior to the effective date of termination, and any allowable costs determined by COUNTY in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Agreement for any reason or expiration of this Agreement shall not release the Parties from any liability or obligation set forth in this Agreement that is expressly stated to survive any such termination or expiration.

## **ARTICLE 3**

### **LEGAL AUTHORITY**

- 3.01 CITY certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Grant Agreement. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of CITY’s governing body, authority the approval of this Grant Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

**ARTICLE 4**  
**CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES**

- 4.01 The Coronavirus Relief Fund was provided to federal, state and local governments to offset unbudgeted expenses related to responding to the COVID-19 pandemic. Federal funds may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and iii) were incurred during the period that began on March 1, 2020, and ends on December 30, 2020.
- 4.02 The United States Department of the Treasury has provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories, and may release additional guidance in the future (<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>; <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>; <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>):
- a) Medical expenses;
  - b) Public health expenses;
  - c) Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
  - d) Expenses of actions to facilitate compliance with COVID-19 related public health measures;
  - e) Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and
  - f) Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy.
- 4.03 **For purposes of this Agreement, CITY agrees that a minimum 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.**
- 4.04 The following uses for funding are prohibited unless authorized by federal law enacted after the CARES Act. Grant funding shall not be used to:
- a) Fill shortfalls in government revenue to cover expenditures that would not otherwise qualify. Revenue replaced is not a permissible use of these grant funds;
  - b) Damages covered by insurance;
  - c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;

- d) Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
- e) Reimbursement to donors for donated items or services;
- f) Workforce bonuses other than hazard pay or overtime;
- g) Severance pay; or
- h) Legal settlements.

**ARTICLE 5**  
**FINANCIAL REQUIREMENTS AND PAYMENT**

- 5.01 The maximum amount of funding that will be available to CITY for expenses which are eligible for reimbursement shall be calculated on a rate of \$55.00 per capita utilizing 2018 population data set out in the attached **Exhibit A**. All calculations performed under this Grant Agreement to determine maximum funding available to CITY shall be performed by COUNTY and its final calculation shall be conclusive. Any funding allocated but unused by CITY as of December 1, 2020 shall be repurposed by COUNTY for any eligible COUNTY purpose.
- 5.02 CITY is responsible for complying with federal guidelines as well as any additional guidelines stipulated by COUNTY. Failure to comply with federal guidelines or requirements of COUNTY may result in recapture of funds allocated to CITY and/or denial of reimbursement requests.
- 5.03 CITY will be compensated in two distributions: 20% of allotted funds or THREE HUNDRED SEVENTY-EIGHT THOUSAND SEVENTY DOLLARS (\$378,070.00) payable within ten (10) calendar days from execution of this Agreement (“First Disbursement”) and 80% or ONE MILLION FIVE HUNDRED TWELVE THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$1,512,280.00) (“Reimbursable Disbursements”) on a reimbursable basis once per month until the end of the term of this Agreement. Reimbursable Disbursements are contingent on full reporting of funds expended under the First Disbursement to COUNTY of expenses incurred. If COUNTY determines that sufficient progress is not made towards expenditures of advanced funds and/or CITY fails to meet financial reporting obligations, CITY will not receive the Reimbursable Disbursements of grant funds.
- 5.04 If COUNTY determines that the CITY has been overpaid any grant funds under this Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the CITY shall return to COUNTY the amount identified by COUNTY as an overpayment. The CITY shall refund any overpayment to County within thirty (30) calendar days of the receipt of the notice of overpayment from County unless alternate payments plan is specified by COUNTY.
- 5.05 Recapture of Funds. The discretionary right of COUNTY to terminate for convenience under Article 2 notwithstanding, COUNTY shall have the right to terminate the Agreement and to recapture, and be reimbursed for any payments made by COUNTY: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Agreement, including unapproved expenditures.

- 5.06 Liquidation Period. Grant funds will liquidate by December 1, 2020. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to the COUNTY.
- 5.07 Project Close Out. County will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the CITY. The CITY must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. The CITY must promptly refund any balances of unobligated grant funds that COUNTY paid in advance or paid and that are not authorized to be retained by the CITY.
- 5.08 CITY certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in **Exhibit C**, which is attached hereto and incorporated for all purposes.
- 5.09 CITY is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with applicable federal and state laws and regulations.
- 5.10 The CITY will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.
- 5.11 All underlying eligible expenditures must be incurred by December 1, 2020. All necessary submissions for reimbursement must be received by COUNTY no later than the close of business on December 1, 2020, using the form in the attached **Exhibit B**. For purposes of this Grant Agreement, a cost is “incurred” when CITY has expended funds to cover the cost.
- 5.12 Reimbursable Disbursements requests must contain documentation deemed necessary for adequate fiscal control. Reimbursement requests should include, but are not limited to original invoices, receipts, receiving documentation, contracts, proof of payment, timesheets, etc.

County pays by **XXXX** or check upon satisfactory delivery and acceptance of items listed in Section 5.12 and submissions of a correct and completed invoice to the address below:

Reimbursement requests shall be submitted monthly with the final submission on or before December 1, 2020 and supporting documentation should be transmitted to:

By mail:       Office of the El Paso County Auditor  
                  Attn: Edward Dion  
                  County Administrative Offices  
                  800 E. Overland, Room 406  
                  El Paso, Texas 79901



For expedited requests please submit via email to: [edion@epcounty.com](mailto:edion@epcounty.com)

CITY shall contact the Auditor's Office, XXXX Division at (915) XXX-XXXX for assistance with setting up electronic payment through XXXX, which deposits payments directly into CITY's account.

- 5.13 All reimbursement decisions are to be reviewed and approved by the Auditor. The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement request may cause the reimbursement to be revised or delayed. CITY will be responsible to furnish any additional documents requested by the Auditor to substantiate the reimbursement request. If the information is not provided within five (5) business days, the reimbursement request may not be considered for reimbursement. COUNTY will not be obligated to consider any submission for reimbursement received after the close of business on December 1, 2020.

## **ARTICLE 6**

### **FEDERAL FUNDING AND RETURN OF FUNDING**

- 6.01 CITY acknowledges that federal funds will be used to fund this Grant Agreement. CITY will comply with all applicable federal law, regulations, executive orders, policies, procedure, guidance and directives which may be, or after execution become applicable to this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. This shall include compliance with all requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified under Title 2 of the Code of Federal Regulations part 200 as may be amended, including all appendixes ("**OMB Requirements**"). The CITY must refer to Title 2 of the Code of Federal Regulations part 200 for all requirements. Further, the CITY understands that the COUNTY must also comply with the OMB requirements and the COUNTY depends on the CITY's cooperation in order to comply with such OMB requirements. As such, the CITY will perform any obligations reasonably requested by the COUNTY that are necessary to ensure that the COUNTY complies with the OMB requirements.
- 6.02 Should CITY fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be for actual or allowable costs, CITY warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the TERM of this Grant Agreement or after. CITY shall refund any such payment to COUNTY within thirty (30) calendar days of the receipt of the notice from COUNTY.
- 6.03 Following is additional information concerning the funding for this Grant Agreement:
- a) Federal Award Date: March 27, 2020;

- b) Name of Federal Awarding Agency: United States Department of the Treasury; and
- c) CFDA Number 21.019.

## **ARTICLE 7**

### **DISCRETIONARY GRANT OF FUNDS**

- 7.01 CITY acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under the CARES Act. COUNTY has the sole right to determine whether to distribute funding, in what amount, and what expenses it shall consider as eligible for reimbursement, based on guidance issued by the United States Department of the Treasury. COUNTY will issue Reimbursable Disbursements in the manner it deems most effective to accomplish the purposes for which this Grant Agreement was entered into and only for those expenses which COUNTY, in its sole discretion, determines are eligible.

## **ARTICLE 8**

### **PUBLIC INFORMATION**

- 8.01 Notwithstanding any provisions of this Grant Agreement to the contrary, CITY acknowledges that COUNTY and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). CITY acknowledges that COUNTY will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and opinions of the Attorney General of the State of Texas.
- 8.02 CITY acknowledges that information created or exchanged in connection with this Grant Agreement, is subject to the PIA, whether created or produced by CITY or any third party, and CITY agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to COUNTY. CITY will cooperate with COUNTY in the production of documents or information responsive to a request for information

## **ARTICLE 9**

### **COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS**

- 9.01 All records and expenditures are subject to, and CITY agrees to comply with, monitoring and/or audits conducted by the United States Department of the Treasury's Inspector General, other federal agencies or offices, or the County Auditor or his designee. CITY shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to the Grant Agreement.
- 9.02 If CITY expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single/Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/0cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/0cfr200_main_02.tpl), and subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted

to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

- 9.03 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, the CARES Act, United States Department of Treasury Guidelines applicable to CARES funding, other applicable laws, regulations, or CITY's obligations hereunder, CITY agrees to correct such discrepancies or inadequacies within thirty (30) calendar days after CITY's receipt of the findings.
- 9.04 CITY shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this Grant Agreement. Records maintained by CITY to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.

## **ARTICLE 10**

### **PROCUREMENT PRACTICES AND POLICES**

- 10.01. The CITY must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state, and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

## **ARTICLE 11**

### **POLITICAL ACTIVITIES**

- 11.01 Unless specifically authorized to do so by federal law, CITY is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get out the vote campaigns.
- 11.02 CITY officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- 11.03 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 11.04 Funding received under this Grant Agreement may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the

Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

- 11.05 As applicable, the CITY and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal. CITY shall file the required certification attached hereto and incorporated for all purposes as **Exhibit D**. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **ARTICLE 12**

### **REMEDIES**

- 12.01 If COUNTY determines that CITY has failed to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Grant Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities, or that a reimbursement or request for reimbursement is not authorized under the CARES Act, COUNTY, in its sole discretion, may pursue any combination of the following remedies:

- i) withhold payments pending correction of any deficiency;
- ii) disallow or deny reimbursement of funds for all or part of the cost of an activity or action not in compliance with this Grant Agreement;
- iii) disallow claims for reimbursement not authorized by the CARES Act;
- iv) wholly or partially suspend or terminate this Grant Agreement;
- v) in accordance with Section 6.02, require return or recapture of any funding provided;
- vi) terminate this Agreement;
- vii) impose a corrective action plan;
- viii) withhold further awards; or
- ix) take other remedies or appropriate actions.

## **ARTICLE 13**

### **SEVERABILITY**

- 13.01 If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provisions shall be modified or deleted in such manner so as to afford the part for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

**ARTICLE 14**  
**AMENDMENT**

- 14.01 Any alternations, additions, or deletions to the terms of this Grant Agreement must be documented in writing and signed by both Parties to be binding. Notwithstanding this requirement, it is understood and agreed by the Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

**ARTICLE 15**  
**INTERPRETATION**

- 15.01 To the extent the terms and conditions of this Grant Agreement do not address a particular circumstances or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Parties acknowledge that each Party and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

**ARTICLE 16**  
**SURVIVABILITY**

- 16.01 Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

**ARTICLE 17**  
**SOVEREIGN IMMUNITY**

- 17.01 It is expressly understood and agreed that in the execution of this Grant Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against any claims asserted against it.



**ARTICLE 18**  
**TEXAS LAW TO APPLY**

- 18.01 This Grant Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the Parties created hereunder are performed in El Paso County, Texas.

**ARTICLE 19**  
**PRIOR AGREEMENTS SUPERSEDED**

- 19.01 This Grant Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respect to the subject matter of the Grant Agreement.

**ARTICLE 20**  
**DELEGATION AND ASSIGNMENT**

- 20.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Grant Agreement may not assign its rights, privileges and obligations under this Grant Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

**ARTICLE 21**  
**NOTICES**

- 21.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage, prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COUNTY: El Paso County Judge Ricardo A. Samaniego  
500 East San Antonio, Suite 301  
El Paso, Texas 79901

AND Office of the El Paso County Auditor  
Attn: Edward Dion  
County Administrative Offices  
800 E. Overland, Room 406  
El Paso, Texas 79901  
Via email: [edion@epcounty.com](mailto:edion@epcounty.com)

TO CITY: Mayor Elia Garcia  
124 Horizon Blvd.  
Socorro, Texas 79927  
mayor@ci.socorro.tx.us

AND City Manager Adriana Rodarte  
124 Horizon Blvd.  
Socorro, Texas 79927  
citymanager@ci.socorro.tx.us

## **ARTICLE 22**

### **CURRENT REVENUES**

22.01 Each Party paying for the performance of governmental functions or services will make those payments from current revenues then available to the paying Party.

IN WITNESS HEREOF, THE CITY OF \_\_\_\_\_ AND EL PASO COUNTY have made and executed this Grant Agreement in duplicate originals on the date of the last signature below.

CITY OF SOCORRO

EL PASO COUNTY

\_\_\_\_\_  
ELIA GARICA  
MAYOR  
DATE: \_\_\_\_\_

\_\_\_\_\_  
RICARDO A. SAMANIEGO  
COUNTY JUDGE  
DATE: \_\_\_\_\_

ATTEST/SEAL

ATTEST/SEAL

\_\_\_\_\_  
Olivia Navarro  
City Clerk  
Date: \_\_\_\_\_

\_\_\_\_\_  
El Paso County Clerk  
Date: \_\_\_\_\_

APPROVED AS TO CONTENT

APPROVED AS TO CONTENT

\_\_\_\_\_  
Adriana Rodarte  
City Manager

\_\_\_\_\_  
Betsy Keller  
El Paso County Chief Administrator

APPROVED AS TO LEGAL FORM:

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James A. Martinez  
City Attorney

APPROVED AS TO LEGAL FORM

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Christina R. Sanchez  
Assistant County Attorney

DRAFT

**EXHIBIT A**

| Name            | Population | \$11.00      | \$44.00        | Total          |
|-----------------|------------|--------------|----------------|----------------|
| City of Socorro | 34,370     | \$378,070.00 | \$1,512,280.00 | \$1,890,350.00 |

**EXHIBIT B**  
Invoice

DRAFT



# Invoice

**Bill To:**  
Edward Dion, County Auditor  
County Administrative Offices  
800 E. Overland, Room 406  
El Paso, Texas 79901  
Phone: 915 546-2040, Ext. 3482  
E-mail: [edion@epcounty.com](mailto:edion@epcounty.com)

The undersigned official does hereby certify that the following dollars were expended by the (Municipality) and the costs incurred are necessary expenditures due to the public health emergency resulting from the pandemic, the expenditures were not accounted for in the budget most recently approved as of the date of enactment, and the expenses were incurred from March 1, 2020 through December 30, 2020.

Date \_\_\_\_\_

## 16

I, \_\_\_\_\_, am the Mayor/City Manager \_\_\_\_\_  
("CITY") and I certify that:

1. I have the authority on behalf of CITY to request grant payments from El Paso County for federal funds appropriate pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that COUNTY will rely on this certification as a material representation in making grant payments to CITY.
3. I acknowledge that CITY should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General or the El Paso County Auditor's Office, or designee.
5. I acknowledge and agree that CITY shall be liable for any costs or expenses disallowed pursuant to financial or compliance audit of funds received and will repay those funds to COUNTY within thirty (30) days of receiving notice from COUNTY.
6. I acknowledge that if CITY has not used funds it has received to cover costs that were incurred by December 1, 2020 those funds must be returned to the United States Department of the Treasury and will have all requests for reimbursement submitted on or before the period identified in the Grant Agreement.
7. I acknowledge that CITY's proposed uses of the funds provided as grant payments from COUNTY originate from federal appropriation under section 601 of the Social Security Act and will be used only to cover those costs or expenses that:
  - a. Are necessary expenditures incurred due to the public health emergency resulting from the Coronavirus Disease 2019 (COVID-19);
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for CITY; and
  - c. Were incurred during the period that begins on March 1, 2020 and ends on December 1, 2020.

In addition to each of the statements above in this Exhibit C, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

State of Texas  
County of El Paso

Sworn and subscribed before me on the \_\_\_\_\_ day \_\_\_\_\_, 2020 by \_\_\_\_\_.

(Personalized Seal)

\_\_\_\_\_  
Notary Public Signature

DRAFT

**EXHIBIT D**  
**CERTIFICATION REGARDING LOBBYING**

## Certification for Contracts, Grans, Loans, and Cooperative Agreements

The undersigned grantee, City of \_\_\_\_\_, certifies, to the best of his or her knowledge that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
2. If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence any 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents and for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). 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.

The grantee, City of \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_