

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

October 8, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contract between Hidalgo County, the City of San Juan, and the City of Alamo Texas for the Cesar Chavez Road (Nolana Loop South to Business 83) project in the amount of \$2,000,000. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes. Revenue was received from the City of San Juan and the City of Alamo as follows:

- City of San Juan \$ 1,000,000
- City of Alamo \$ 1,000,000

CERTIFIED BY:



Raymundo Eufrazio, CPA
Hidalgo County Auditor

10/9/15

Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M SINGLETERRY
JUDGE, 32ND D C

RODOLFO DELGADO
JUDGE, 93RD D C

J. R. "BOBBY" FLORES
JUDGE, 139TH D C

ROSE GUERRA REYNA
JUDGE, 206TH D C

JUAN R. PARTIDA
JUDGE, 275TH D C

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D C

NOE GONZALEZ
JUDGE, 370TH D C
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D C

AIDA SALINAS FLORES
JUDGE, 398TH D C

ISRAEL RAMON, JR.
JUDGE, 430TH D C

JESSE CONTRERAS
JUDGE, 449TH D C

Nereyda Gonzalez

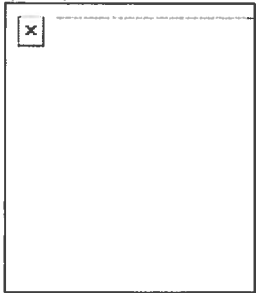
From: Erika Zamora [erika.zamora@co.hidalgo.tx.us]
Sent: Wednesday, October 07, 2015 5:32 PM
To: ray.eufracio@auditor.co.hidalgo.tx.us
Cc: Linda Fong; Becky Luna; Nereyda Gonzalez
Subject: Request for Certification of Revenue
Attachments: Memo to Certify.pdf; Treasurer's Receipts & Signed Transmittal.pdf; Executed Cesar Chavez Interlocal.pdf; Invoice-City of San Juan.pdf; Invoice-City of Alamo.pdf

Mr. Eufracio,

Attached please find a memo requesting certification of revenue for Precinct #2. Please let me know if you have any questions or require any additional information.

Thank you,

Erika Zamora
Director of Administrative Operations
Hidalgo County Pct 2
300 W Hall Acres, Suite G
Pharr, TX 78577
(956)292-7000 Ext 2015 - Office





HIDALGO COUNTY PRECINCT 2



Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

MEMORANDUM

To: Ray Eufrazio, CPA County Auditor

From: Hidalgo County Precinct # 2
Eduardo "Eddie" Cantu, County Commissioner

Date: October 7, 2015

Subject: Request for Certification of Revenue

Please accept this memo as my request to certify the following revenue deposited into the following accounts:

Account No: 5-1200-126-30-122-030-0-000
Amount: \$1,000,000.00

Account No: 5-1200-126-30-122-031-0-000
Amount: \$1,000,000.00

Agenda item # 51685 is currently scheduled for Commissioners' Court approval on October 13, 2015 and will require the certification of this revenue.

Attached please find a copy of the official Hidalgo County Receipt from the County Treasurer's Office that reflects what account the funds were deposited into as well as a copy of the interlocal agreement, and invoice submitted to the City for these funds.

If you have any questions regarding this matter do not hesitate to contact me at (956) 787-1891.

Thank you,

A handwritten signature in cursive script that reads "Eddie".

Commissioner Eduardo "Eddie" Cantu



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 191292

Received From: CITY OF SAN JUAN PCT. 2 10/07/15

Date 10/07/15

1 122285 R&B PCT2-D/FR OTHR GOVT-SAN JUAN C CHAV 5-1200-126-30-122-030-0-000 1,000,000.00

Total: 1,000,000.00

Check Total 1,000,000.00
Cash Total .00
Credit Total .00
Other Total .00



OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 191291

Received From: CITY OF ALAMO PCT. 2 10/07/15

Date 10/07/15

1 038615 R&B PCT.2-D/FR OTHR GOVT-ALAMO C. CHAV 5-1200-126-30-122-031-0-000 1,000,000.00

Total: 1,000,000.00

Check Total 1,000,000.00
Cash Total .00
Credit Total .00
Other Total .00



Hidalgo County Precinct 2
 300 W Hall Acres, Suite G
 Pharr, TX 78577
 Phone (956) 787-1891

Letter of Transmittal

To:	Nora De Los Santos – Hidalgo County Treasurer’s Office
From:	Erika Zamora – Director of Administrative Operations
Date:	October 6, 2015
Subject:	Deposit Check# 122285 & 038615 from City of San Juan & City of Alamo

We are sending you the following:

- | | | |
|---|---|--|
| <input type="checkbox"/> Invoice | <input type="checkbox"/> Under Separate Cover Via _____ | the following items: |
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Prints | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Specifications | <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Samples |
| | | <input checked="" type="checkbox"/> Other <u>CHECK#122285 & 038615</u> |

Copies	Date	Number	Description
1	10/6/15		CK#122285 \$1,000,000 & CK#038615 \$1,000,000

These are transmitted as checked below:

- | | | |
|--|---|---|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved as Submitted | <input type="checkbox"/> Resubmit _____ copies for Approval |
| <input type="checkbox"/> For your Use | <input type="checkbox"/> Approved as Noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input checked="" type="checkbox"/> Hand Delivered | | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> For Bids due _____ 20__ | | <input type="checkbox"/> Prints returned after loaned to us |

Remarks:

Enclosed: CK#122285 in the amount of \$1,000,000.00 and CK# 038615 in the amount of \$1,000,000

Please deposit this check into the following accounts:

5-1200-126-30-122-030-0-000 R&B PCT 2-D/FR OTHR GOVT-SAN JUAN C CHAV - CK#122285
 5-1200-126-30-122-031-0-000 R&B PCT 2-D/FR OTHR GOVT-ALAMO C. CHAV - CK#038615

Received by: Nora De Los Santos Date: 10/7/15

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY, THE CITY OF SAN JUAN, AND THE CITY OF ALAMO, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO CESAR CHAVEZ RD. FROM NOLANA LOOP SOUTH TO BUSINESS 83.

THIS agreement is made on this 01st day of September, 2015 by and among the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "COUNTY", the CITY OF SAN JUAN, TEXAS, hereinafter referred to as "SAN JUAN", and the CITY OF ALAMO, TEXAS, hereinafter referred to as "ALAMO" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, both SAN JUAN and ALAMO are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, both SAN JUAN and ALAMO are cities created under the laws of Texas;

WHEREAS, the COUNTY is a county in the State of Texas;

WHEREAS, Cesar Chavez Road from Nolana Loop South to Business 83, which traverses within the jurisdictions of SAN JUAN and ALAMO and is a vital North-South road within the COUNTY that is an interconnecting link to the COUNTY roadway system and is in need of expansion to a four lane roadway facility; (the "Road");

WHEREAS, The Hidalgo County Metropolitan Planning Organization (HCMPO) has identified the Cesar Chavez Road project within it's financially constrained Metropolitan Transportation Plan;

WHEREAS, COUNTY, will be the fiduciary agent for this project and assume the role of project development lead, for all phases as identified below:

Phase I – Environmental Assessment, Public Involvement, Schematic

Phase II – Plans, Specifications, and Estimate (PS&E)

Phase III – ROW Acquisition Tasks

WHEREAS, the total estimated Phase I, II, & III local cost for the project is \$5,526,816.52;

WHEREAS, SAN JUAN desires to cooperate by contributing a fixed lump sum amount of \$1,000,000.00 to COUNTY toward the development of the Phase I, II, & III for the project;

WHEREAS, ALAMO desires to cooperate by contributing a fixed lump sum amount of \$1,000,000.00 to COUNTY toward the development of the Phase I, II & III for the project;

WHEREAS, COUNTY desires to cooperate by contributing the remainder of all costs required for Phase I, II & III for the project.

WHEREAS, COUNTY, SAN JUAN and ALAMO are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, ALAMO and its city council find that the improvement of Cesar Chavez serves a public purpose pursuant to the Texas Constitution, art. III, §52-a which requires that public money be used for public purposes.

NOW, THEREFORE, COUNTY, SAN JUAN and ALAMO, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. COUNTY agrees to complete Phase I, II & III of the project development, which includes the Following:
Phase I Environmental Assessment, Public Involvement, Schematic,
Phase II Plans, Specifications, and Estimate (PS&E)
Phase III ROW Acquisition Tasks
and is particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phases I, II & III.
2. The Road at various points passes through the jurisdiction of SAN JUAN and ALAMO and forms a connecting link or integral part of the regional transportation system of the COUNTY roads.
3. The total Phase I, II & III for project development cost will be \$5,526,816.52.
- * 4. SAN JUAN agrees to contribute a fixed lump sum amount of \$1,000,000.00 to COUNTY toward the development of the Phase I, II & III for the project, payable by SAN JUAN to COUNTY on or before October 1, 2015.
- * 5. ALAMO agrees to contribute a fixed lump sum amount of \$1,000,000.00 to COUNTY toward the development of the Phase I, II & III for the project, payable by ALAMO to COUNTY at time of execution of this Agreement.
6. San Juan, and County, retains right of way easements on Cesar Chavez Road, and hereby acknowledge ALAMO'S investment in the improvement of Cesar Chavez Road for the public purpose of improving such road for the benefit of the community.
7. San Juan agrees to maintain Cesar Chavez road as a public roadway, and further agrees to maintain the improvements on Cesar Chavez Road, within its municipal limits.

8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
9. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
10. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
11. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by COUNTY, SAN JUAN and ALAMO, and not otherwise.
12. **Amendment:** This Agreement can't be amended, changed, modified, supplemented or revised unless it is evidenced in writing and signed by all parties to this agreement.
13. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
14. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to San Juan: City of San Juan
Attention: Honorable San Juanita Sanchez, Mayor
709 S. Nebraska St.

San Juan, Texas 78589

If to Alamo: City of Alamo
Attention: Honorable Diana Martinez, Mayor
420 N. Tower Road
Alamo, Texas 78516

If to County: Hidalgo County, Texas
Attn: Honorable Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

Copies to: Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct
No. 2
300 W Hall Acres Ste G
Pharr, Texas 78577

15. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.
16. **Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.
17. **Successors:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
18. **Assignment:** This Agreement shall not be assignable.
19. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
20. **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
21. **Authority to Execute:** The execution and performance of this Agreement by Hidalgo County, the City of San Juan and the City of Alamo have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and Cities in accordance with its terms.

22. **Governmental Purpose:** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
23. **Commitment or Current Revenues Only:** In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
24. Following completion of construction of the Road each party hereto shall maintain the road within their respective jurisdictions where applicable.

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

CITY OF SAN JUAN

By: 

San Juanita Sanchez, Mayor

ATTEST:


City Secretary

CITY OF ALAMO

By: 

Diana Martinez, Mayor

ATTEST:

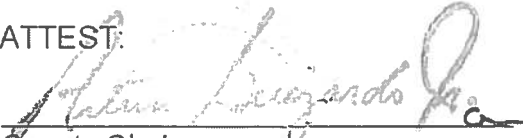

City Secretary

COUNTY OF HIDALGO

By: 

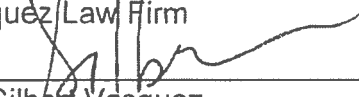
Ramon Garcia, County Judge

ATTEST:



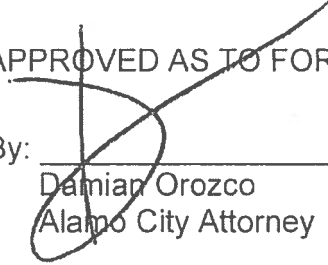
County Clerk

APPROVED AS TO FORM:
Vasquez Law Firm

By: 

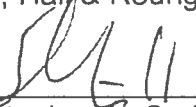
Gilbert Vasquez
San Juan City Attorney

APPROVED AS TO FORM:

By: 

Damian Orozco
Alamo City Attorney

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: 

Stephen L. Crain



HIDALGO COUNTY PRECINCT 2



Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

September 30, 2015

City of San Juan
Hon. Ms. San Juanita Sanchez –Mayor
709 S. Nebraska St.
San Juan, Texas 78589

**RE: Hidalgo County Pct 2 – Cesar Chavez Road (Nolana-Bus 83) Project
Interlocal Cooperation Agreement Contribution**

INVOICE

Dear Ms. Sanchez:

The County of Hidalgo is requesting payment in the amount of \$1,000,000.00 for the Cesar Chavez Road (Nolana-Bus83) Project, from the City of San Juan, pursuant to the Interlocal Cooperation Agreement (approved 09/01/2015) between the City of San Juan, City of Alamo and the County of Hidalgo to improve Cesar Chavez Road.

The interlocal agreement stipulates that the City of San Juan shall pay the County \$1,000,000.00 against invoice on or before October 1, 2015.

Please remit payment to the following:

County of Hidalgo
Attn: Eduardo "Eddie" Cantu, County Commissioner
300 W Hall Acres Ste G
Pharr, Texas 78577

INVOICE- City of San Juan
September 30, 2015
Page 2

Attached please find a copy of the interlocal agreement that pertains to this payment request.

If you should have any questions regarding this request for payment, please contact Mr. Armando Garza or myself at (956) 787-1891.

Sincerely,



Eduardo "Eddie" Cantu
Commissioner, Hidalgo County Precinct No.2

Cc: The Honorable San Juanita Sanchez, Mayor, City of San Juan
The Honorable Eduardo "Eddie" Cantu, County Commissioner
Mr. Ray Eufrazio, CPA County Auditor
Ms. Linda Fong, First Assistant Auditor
Project file



HIDALGO COUNTY PRECINCT 2



Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

September 30, 2015

City of Alamo
Hon. Ms. Diana Martinez –Mayor
420 N. Tower Road
Alamo, Texas 78516

**RE: Hidalgo County Pct 2 – Cesar Chavez Road (Nolana-Bus 83) Project
Interlocal Cooperation Agreement Contribution**

INVOICE

Dear Ms. Martinez:

The County of Hidalgo is requesting payment in the amount of \$1,000,000.00 for the Cesar Chavez Road (Nolana-Bus83) Project, from the City of Alamo, pursuant to the Interlocal Cooperation Agreement (approved 09/01/2015) between the City of San Juan, City of Alamo and the County of Hidalgo to improve Cesar Chavez Road.

The interlocal agreement stipulates that the City of Alamo shall pay the County \$1,000,000.00 against invoice at time of execution of the interlocal cooperation agreement.

Please remit payment to the following:

County of Hidalgo
Attn: Eduardo "Eddie" Cantu, County Commissioner
300 W Hall Acres Ste G
Pharr, Texas 78577

INVOICE- City of Alamo
September 30, 2015
Page 2

Attached please find a copy of the interlocal agreement that pertains to this payment request.

If you should have any questions regarding this request for payment, please contact Mr. Armando Garza or myself at (956) 787-1891.

Sincerely,



Eduardo "Eddie" Cantu
Commissioner, Hidalgo County Precinct No.2

Cc: The Honorable Diana Martinez, Mayor, City of Alamo
The Honorable Eduardo "Eddie" Cantu, County Commissioner
Mr. Ray Eufracio, CPA County Auditor
Ms. Linda Fong, First Assistant Auditor
Project file