

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

November 15, 2016

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:

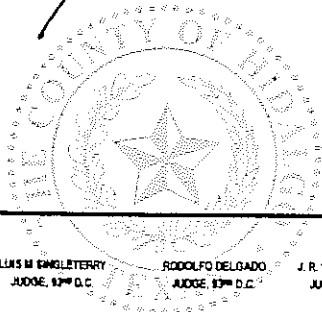
The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose 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 and the City of San Juan for the Precinct 2 El Dora Road Project in the amount of \$100,000.00 These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:


Raymundo Eufrazio, CPA
Hidalgo County Auditor


Date



HIDALGO COUNTY DISTRICT JUDGES

LUIS H. ENGLETTERRY JUDGE, 17th D.C. RODOLFO DELGADO JUDGE, 17th D.C. J. R. "BOBBY" FLORES JUDGE, 13th D.C. ROSE GUERRA REYNA JUDGE, 26th D.C. JUAN R. PARTIDA JUDGE, 27th D.C. MARIO E. RAMIREZ, JR. JUDGE, 32nd D.C. NOE GONZALEZ JUDGE, 37th D.C. OVERSEER LETICIA LOPEZ JUDGE, 38th D.C. AIDA SALINAS FLORES JUDGE, 39th D.C. ISRAEL RAMON, JR. JUDGE, 43rd D.C. JESSE CONTRERAS JUDGE, 45th D.C.

Jennifer Garza

From: Linda Fong [linda.fong@auditor.co.hidalgo.tx.us]
Sent: Thursday, November 10, 2016 3:13 PM
To: Jennifer Garza
Subject: FW: Request to Certify Revenue - Pct 2 Eldora Rd Prj ICA Contribution
Attachments: Request to Certify Revenue.pdf

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Thursday, November 10, 2016 10:48 AM
To: ray eufracio
Cc: linda fong; Becky Luna; Esther Perez; Carlos Jasso; armando garzajr; Eduardo Cantu
Subject: Request to Certify Revenue - Pct 2 Eldora Rd Prj ICA Contribution

Good morning 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 Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us





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 *E. Cantu*

Date: November 10, 2016

Subject: Request for Certification of Revenue

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

Account No: 6-1200-126-30-122-036-0-000

Amount: \$100,000.00

Agenda item # 57210 is currently scheduled for Commissioners' Court approval on November 15, 2016 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.

AI-57210

Precinct #2 17. 0.

CC - REGULAR

Meeting Date: 11/15/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Rd Maint (1200):

1. Approval of certification of revenue as certified by the County Auditor for revenue received from the City of San Juan for Interlocal Agreement approved by Commissioners Court on 10/14/14.
2. Approval of 2016 appropriation of funds into Pct 2 Rd Maint in the amount of \$100,000.00.

BACKGROUND

Request for Certification of Revenue was submitted to Auditor's Office 11/10/16.

Fiscal Impact

FISCAL YEAR: 2016

ACCT. #: 6-1200-431-00-122-006-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of fund from monies received from City of San Juan for ICA Contribution for the Pct 2 Eldora Rd Project.

Request for Certification of Revenue was submitted to Auditor's Office 11/10/16.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/10/2016 01:13 PM
Final Approval		
Form Started By: Erika Zamora		Started On: 11/03/2016 05:29 PM

DATE: November 15, 2016

2016
Appropriation



DEPARTMENT HEAD: Commissioner Eddie Cantu

DEPARTMENT NAME: Hidalgo County Precinct #2 Rd Maint

ACCOUNT NUMBER: 6-1200-431-00-122-006-0-XXX

Contact Person: Erika Zamora Ph#: (956) 787-1891 ext. 2015

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
6-1200-431-00-122-006-0-	610	Pct 2 Rd Maint	General Supplies	20,000.00
6-1200-431-00-122-006-0-	660	Pct 2 Rd Maint	Furn & Equip Cntrld	500.00
6-1200-431-00-122-006-0-	751	Pct 2 Rd Maint	Machinery & Equip	2,500.00
6-1200-431-00-122-006-0-	752	Pct 2 Rd Maint	Vehicles	18,500.00
6-1200-431-00-122-006-0-	890	Pct 2 Rd Maint	Other	58,500.00
6-1200-337-00-122-0XX-0-	000	R&B Pct 2-San Juan-Eldora Rd (7,580 LF E I Rd)		100,000.00
TOTAL BUDGET INCREASE (DECREASE)				100,000.00

REASON: Appropriation of revenue from City of San Juan for Eldora Rd Prj (7,580 LF E I Rd) (\$100,000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN
AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the 14th day of October, 2014, by and between the **CITY OF SAN JUAN, TEXAS**, hereinafter to as "San Juan" and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, San Juan is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, San Juan and County each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

WHEREAS, San Juan and County desire to reconstruct and pave and in some cases provide certain roadside drainage improvements consisting of re-excavation of road side ditches, installation of culverts and inlets in accordance with plans and specifications prepared by engineer Raul Sesin, P.E. portions of five (5) certain roads more particularly described on Exhibit A attached hereto (the "Roads");

WHEREAS, County has determined that County will receive benefit from the future improvement to the Roads; and

WHEREAS, San Juan and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the city limits of San Juan with San Juan's consent.

NOW THEREFORE, San Juan and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Precinct No. 2 of County through independent contractor (s) or its own forces agree to provide all labor, equipment and materials for reconstruction, paving and testing of the Roads.
2. San Juan agrees to pay County within thirty (30) days following receipt of

invoice from County the amounts for each portion of the Roads denoted and described on Exhibit B attached hereto. In no event shall San Juan pay County more than the sum of Three Hundred Thirty Three Thousand and no/100ths Dollars for the reconstruction and paving of the Roads.

3. All of the Roads are located within the municipal jurisdiction of San Juan.
4. Should condemnation proceedings become necessary for acquisition of right-of-way within San Juan's corporate city limits, San Juan's staff will assume all condemnation proceedings and financial responsibility for said proceedings, including but not limited to, attorney's fees.
5. The County agrees it is in its best interest to provide such assistance to San Juan as described herein, as such Roads serve as connecting links and are integral parts of the County road system.
6. San Juan, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.
7. The parties agree that County will be released of any and all duties imposed by this Agreement, following completion of the work and services described in this Agreement.
8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work and services 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 their 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 this 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 agent or representative) any 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 San Juan and County, and not otherwise.

12. TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

13. Notice. Except as may be 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: San Juanita Sanchez, Mayor
 709 S. Nebraska
 San Juan, Texas 78589

If to County: Hidalgo County, Texas
 Attention: Ramon Garcia, County Judge
 302 W. University Dr.
 Edinburg, Texas 78539

With copy to: Commissioner, Precinct No. 2
 Attention: Hector Palacios, Commissioner
 300 West Hall Acres, Suite G
 Pharr, Texas 78577

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.

14. 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.

15. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

16. Assignment. This Agreement shall not be assignable.

17. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
18. **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 so often as may be appropriate.
19. **Authority to Execute.** The execution and performance of this Agreement by San Juan and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of San Juan and County in accordance with its terms.
20. **Governmental Purpose.** Each party hereto is entering into this 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.
21. **Commitment of 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.


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

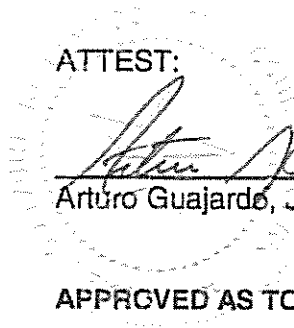
ATTEST:


Humberto "Bobby" Rodriguez, City Secretary

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:


Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 10/14/14

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to reconstruct portions of five (5) certain roads more particularly described on Exhibit A attached hereto including drainage and other appurtenances (the "Road"); through an Interlocal Cooperation Agreement to be entered into with the City of San Juan, Texas and Hidalgo County.

By vote on October 14, 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:


Arturo Guajardo, County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 10/14/14

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

- **Cesar Chavez Road Paving and Drainage Improvements - from F.M. 495 north approximately 1,280 LF**
- **Moore Road Paving and Drainage Improvements - from "I" Rd east approximately 1,260 LF**
- **Sioux Road Paving and Drainage Improvements - from "I" Rd to approximately 3500 LF east of Raul Longoria Rd. (7,580 LF total approximate project length)**
- **El Dora Road Paving and Drainage Improvements - from "I" Rd to approximately 3500 LF east of Raul Longoria Rd. (7,580 LF total approximate project length)**
- **Nolana Loop Paving and Drainage Improvements – from Raul Longoria Rd to Cesar Chavez Road (6,780 LF total approximate project length)**

EXHIBIT B

- **Cesar Chavez Road Paving and Drainage Improvements - \$15,000.00**
- **Moore Road Paving and Drainage Improvements - \$18,000.00**
- **Sioux Road Paving and Drainage Improvements - \$100,000.00**
- **El Dora Road Paving and Drainage Improvements - \$100,000.00**
- **Nolana Loop Paving and Drainage Improvements - \$100,000.00**



HIDALGO COUNTY PRECINCT 2



Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

September 07, 2016

City of San Juan
Mr. Ben Arjona
709 S. Nebraska
San Juan, Texas 78589

RE: Eldora Road Improvements Payment Request

INVOICE

Dear Mr. Arjona:

The County of Hidalgo is requesting payment in the amount of \$100,000.00 for work completed on Eldora Road, from the City of San Juan, pursuant to the Interlocal Cooperation Agreement (approved on 10/14/2014) between the City of San Juan and the County of Hidalgo to improve portions of Cesar Chavez Road, Moore Road, Sioux Road, Eldora Rd, and Nolana Loop more particularly described on Exhibit A of the interlocal agreement.

The interlocal agreement stipulates that the City of San Juan shall pay the County against invoice, within thirty (30) days for each portion of the roads denoted and described on Exhibit B.

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 07, 2016
Page 2

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

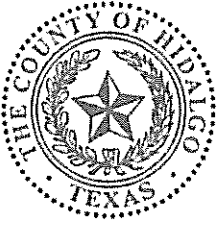
If you should have any questions regarding this request for payment, please contact Mr. Armando Garza or myself at (956) 787-1891.

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
Mrs. Linda Fong, First Assistant Auditor
Project file



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

Receipt No: 203719

Received From: PCT 2 CITY OF SAN JUAN EL DORA RD.

Date 10/24/16

1 126783 R&B PCT 2 D/FR OTHER GOV-SJ-EL DORA ROAD 6-1200-126-30-122-036-0-000 100,000.00

Total: 100,000.00

Check Total 100,000.00
Cash Total .00
Credit Total .00
Other Total .00

HIDALGO COUNTY
PRECINCT NO. 2

2016 OCT 24 PM 3 24