

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

June 12, 2020

The Honorable Richard Cortez, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Ellie Torres, 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 commissioner's 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, Maria Arcilia Duran, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contract between Hidalgo County and the McAllen Public Utility Board for the installation of a waterline of Dicker Rd in the amount of \$726,279.75. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Maria A. Duran
Maria Arcilia Duran, CPA
Hidalgo County Auditor

6-15-2020
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. FERNANDO PARRIS JUDGE, 93RD D.C. J. R. "BOBBY" FLORES JUDGE, 133RD D.C. ROSE GUERRA REYNA JUDGE, 208TH D.C. MARLA CUELLAR JUDGE, 276TH D.C. MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. NOE GONZALEZ JUDGE, 376TH D.C. LETICIA LOPEZ JUDGE, 389TH D.C. L. KENO VASQUEZ JUDGE, 208TH D.C. ISRAEL RAMON, JR. JUDGE, 430TH D.C. RENE R. BETANCOURT JUDGE, 448TH D.C. YSHAI D. FONSECA JUDGE, 464TH D.C.



EDUARDO "EDDIE" CANTU
COUNTY COMMISSIONER



MEMORANDUM

To: Arcy Duran, CPA County Auditor

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

Date: June 12, 2020

Subject: Request for Certification of Revenue

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

Account No: 0-1200-337-00-122-062-0-000

Amount: \$726,279.75

Agenda item # 75988 is currently scheduled for Commissioners' Court approval on June 16, 2020 and will require the certification of this revenue.

Attached please find a copy of the inter-local agreement, the invoice submitted to the City for these funds, and the account number that the check was deposited into is 0-1200-126-30-122-062-0-000.

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

Thank you,

Commissioner Eduardo "Eddie" Cantu

AI-75988

Precinct #2 24. A.

CC REGULAR AGENDA SPECIAL MTG

Meeting
Date: 06/16/2020

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

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Dicker Road(23rd St-Jackson Rd) (1200):

Approval of 2020 certification of revenues as certified by the County Auditor for revenues received from McAllen Public Utility for the Pct 2 Dicker Rd Project (CSJ#0921-02-312) in the amount of \$726,279.75 and appropriation of the same into the Pct 2 Dicker Rd Project to fund project expenditures.

BACKGROUND

Certification of revenue will be attached when received from Auditors Office.

Fiscal Impact

CALENDAR YEAR: 2020 ACCT. #: 0-1200-431-00-122-062-0-841
FUNDS AVAILABLE Y MATCHING FUNDS N
Y/N?: Y Y/N?: N

BUDGETARY IMPACT:

Appropriation of revenue from McAllen PUB for the Pct 2 Dicker Road Project from revenue account number 0-1200-337-00-122-062-0-000.

Attachments

Appropriation

Form Review

Inbox Reviewed By Date
Budget & Management Veronica Ortiz 06/12/2020 03:21 PM
Final Approval
Form Started By: Erika Zamora Started On: 06/12/2020 01:55 PM

DATE: June 16, 2020

2020
Appropriation



DEPARTMENT HEAD: Commissioner Eduardo " Eddie" Cantu

DEPARTMENT NAME: Hidalgo County Precinct 2 Dicker Road Project

ACCOUNT NUMBER: 0-1200-431-00-122-062-0-841

Contact Person: Erika Zamora Ph# 956-787-1891

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
0-1200-431-00-122-062-0-841	Pct 2 Dicker Rd(23rd St-Jackson Rd) Aid to Govt Agency	726,279.75
0-1200-337-00-122-062-0-000	R&B Pct 2- Mcallen PUB-Dicker Rd	726,279.75
TOTAL BUDGET INCREASE (DECREASE)		\$ 726,279.75

REASON: Appropriation of revenue from Mcallen Public Utility for Pct 2 Dicker Road Project. Check was deposited into acct#0-1200-126-30-122-062-0-000 Pct 2-Due Fr Mcallen PUB Dicker Road(23rd-J

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

V BAS
6/21/19

AI-70659
CC AGENDA SPECIAL MTG

Precinct #2 22. E.

Meeting Date: 06/06/2019

Submitted For: Eddie Cantu, COMM. PCT. #2

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of McAllen, Texas through the McAllen Public Utility Board regarding the installation of a twelve-inch water line along Dicker Road from 23rd St. eastward to its intersection with McColl Rd as part of the Pct 2 Dicker Road Project from 23rd Street to Jackson Rd.

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding the installation of a twelve-inch waterline for the Pct 2 Dicker Road Project.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2019

ACCT. #: 9-1315-431-00-122-062-0-721

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No fiscal impact at this time.


Attachments

ICA

Legal Approval Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/31/2019 03:40 PM
Ivan Cantu	Ivan Cantu	05/31/2019 04:04 PM
Final Approval	Monica Salinas	05/31/2019 05:54 PM
Form Started By: Erika Zamora		Started On: 05/31/2019 01:54 PM
Final Approval Date: 05/31/2019		

AT	348	FILED	P	M
		O'CLOCK		
JUN 28 2019				
ARTURO GUJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS				
BY				DEPUTY

STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO AND THE MCALLEN PUBLIC UTILITY**

THIS Agreement is made on this the 16th day of June 2019, by and between the CITY OF MCALLEN, TEXAS THROUGH THE MCALLEN PUBLIC UTILITY BOARD, hereinafter referred to as "PUB" 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, PUB is a statutory entity created under the City of McAllen governed by an elected board of trustees located in the City of McAllen, Texas;

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

WHEREAS, The County has planned and programmed roadway widening improvements on Dicker Road, between FM 2061 (Jackson Road) and State Spur 115 (23rd St.) (the "Project");

WHEREAS, PUB desires for the County to include, as part of a post letting third party change order, the installation of a twelve (12) inch water line along Dicker Road from State Spur 115 (23rd St.) eastward to its intersection with South McColl Road (the "Water Line"). As part of the change order process, County will negotiate a construction price with the roadway contractor, after review and approval by PUB. PUB will pay County 100% of all costs associated with the construction and installation of the Water Line. If an amicable cost cannot be negotiated with the contractor PUB has the right to withdraw their request for a change order;

WHEREAS, PUB and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Gov't 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;

WHEREAS, PUB will benefit from the installation of the Water Line by the County; and

WHEREAS, County has determined it would be in the best interest of the County for County to include the Water Line as a third party change order to the construction contract.

NOW, THEREFORE, PUB and County, in consideration of the mutual covenants expressed herein, agree as follows:

1. County agrees to negotiate a third party change order, on behalf of and in coordination with PUB, to include the Water Line in the construction contract.
2. PUB grants permission to the County to negotiate a third party change order on behalf of PUB (with concurrence and approval by PUB) and include the Water Line in the construction contract.
3. PUB agrees that they will pay any and all costs to construct the Water Line, including, but not limited to, costs for materials, labor, and equipment in the amount negotiated with the roadway contractor through the third party change order process. PUB agrees to pay this amount to the County within 30 days of the date of change order execution. If the costs to construct the Water Line are less than the negotiated change order amount, the difference will be refunded within 30 days of a written request by the PUB to the County.
4. PUB agrees that if the costs of the construction and installation of the water line, exceed the amount negotiated through the third party change order process, set forth in paragraph three herein, an additional change order must be negotiated as per TxDOT policy. Said additional change order must be negotiated following the same process with concurrence and approval by PUB. Once accepted by PUB, and executed by County and contractor, any additional work (and costs incurred) associated with an additional change order may commence. The PUB agrees to pay the agreed upon amount of any additional change order to the County within 30 days of the date of change order execution. If the PUB does not agree to the additional change order, the County is released of all obligations set forth under this agreement.
5. PUB agrees that if the costs to construct the work associated with an additional change order are less than the negotiated change order amount, the difference will be refunded within 30 days of a written request by the PUB to the County.
6. PUB agrees that the inspection of the construction of the water line will be provided by the PUB in cooperation and coordination with the County's CEI team.
7. County agrees that the County (and it's representatives) will coordinate with the PUB inspectors and will process payments of approved work to the contractor on a monthly basis.
8. Following completion and acceptance by PUB of the construction and installation of the Water Line described herein, the parties agree that PUB shall be responsible for the future maintenance of the Water Line.
6. Following completion and acceptance by PUB of the Water Line described herein, the parties agree that County will be released of any and all duties imposed by this Agreement.

7. The parties shall coordinate work schedules in order to provide minimal disruption to the public and to the operational and fiscal affairs of the parties and will use their best efforts to complete the Project and the Water Line as soon as reasonably possible from the execution of 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 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 and 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times 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 County and PUB, 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 PUB: McAllen Public Utility Board
Attn.: Marco A. Vega, P.E.
P. O. Box 220
1300 Houston Avenue
McAllen, Texas 78505-0220

IF TO COUNTY: County of Hidalgo, Texas
Attn.: Richard F. Cortez, County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copy to: Eduardo "Eddie" Cantu, Commissioner
Precinct No. 2
300 W. 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 heirs, executors, administrators, 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 or 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 PUB and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of PUB 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.

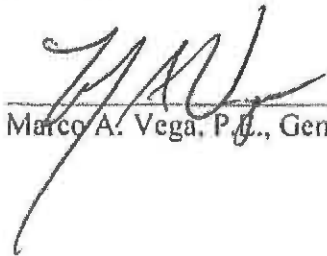
[The remainder of this page was intentionally left blank.]

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

McALLEN PUBLIC UTILITY BOARD




Albert Cardenas, Chairman

ATTEST:


Marco A. Vega, P.E., General Manager

COUNTY OF HIDALGO



Richard F. Cortez, County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 6/6/19 

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: 
Stephen L. Crain

McALLEN PUBLIC UTILITY BOARD
By: 
Kevin D. Pagan, City Attorney

Interlocal Cooperation Agreement Between The County
Of Hidalgo and The McAllen Public Utility-Installation of
12 inch water line along Dicker Rd from State Spur 115
(23) eastward to S. McColl Rd.

FILED
 AT 3:48 O'CLOCK P M
 JUN 28 2019
 ARTURO GUAJARDO, JR. COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 BY: [Signature] DEPUTY

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 install a twelve-inch water line along Dicker Road from SP 115 (23rd St.) eastward to its intersection with McColl Road through an Interlocal Cooperation Agreement to be entered into with the City of McAllen through the McAllen Public Utility Board and Hidalgo County.

By vote on June 6, 2019 the Hidalgo County Commissioners Court has approved the Project identified above.



ATTEST

[Signature]
 Arturo Guajardo, Jr., County Clerk

[Signature]
 By: Richard F. Cortez, County Judge

APPROVED BY
 COMMISSIONERS' COURT
 ON: 6/6/19

APPROVED AS TO FORM:
 ATLAS & HALL, L.L.P.

By: [Signature]
 Stephen L. Crain



EDUARDO "EDDIE" CANTU
COUNTY COMMISSIONER



April 21, 2020

McAllen Public Utility Board
Attention: Marco A. Vega, P.E.
P.O. Box 220
McAllen, Texas 78505-0220

**RE: Hidalgo County Pct 2 –Dicker Road Project (23rd St to Jackson Rd)
Interlocal Cooperation Agreement Contribution**

INVOICE

Dear Mr. Vega:

The County of Hidalgo is requesting payment in the amount of \$726,279.75 for the Dicker Road Project Waterline Work, from McAllen Public Utility Board, pursuant to the Interlocal Cooperation Agreement (approved by CC 6/6/2019) between McAllen Public Utility Board, and the County of Hidalgo.

The interlocal agreement stipulates that McAllen Public Utility Board shall pay the County within 30 days of the date of change order execution.

Please remit payment to the following:

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

For your reference attached please find a copy of the executed interlocal cooperation agreement, Change Order for Construction, and Supplemental Agreement for construction inspection that pertains to this payment request.

P2 MAIN OFFICE

300 W. HALL ACRES STE. G - PHARR, TX 78577 - (O) 956.787.1891 - (EMAIL) EDUARDO.CANTU@CO.HIDALGO.TX.US

INVOICE- McAllen Public Utility Board
April 21, 2020
Page 2

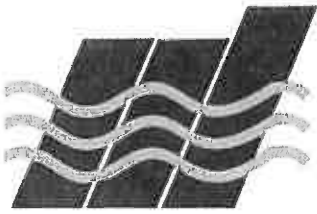
If you should have any questions regarding this request for payment, please contact Mr. Armando Garza or myself at (956) 787-1891.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eduardo' or 'Eddie' followed by a stylized flourish.

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

Cc: Honorable Eduardo "Eddie" Cantu, County Commissioner
Mrs. Arcy Duran, CPA County Auditor
Ms. Linda Fong, First Assistant Auditor
Project file



McALLEN

PUBLIC UTILITY

ALBERT CARDENAS, Chairman
TONY AGUIRRE, Jr., Vice-Chairman
CHARLES E. AMOS, Trustee
ERNEST R. WILLIAMS, Trustee
JAMES E. DARLING, Ex-Officio Member
MARCO A. VEGA, P.E., General Manager

June 9, 2020

VIA HAND DELIVERED:

The Honorable Eduardo "Eddie" Cantu
Commissioner - Precinct No. 2
County of Hidalgo
300 W. Hall Acres, Suite G
Pharr, Texas 78577

RE: Dicker Rd. - Interlocal Cooperation Agreement between the County of Hidalgo and McAllen Public Utility

Dear Commissioner Cantu:

Enclosed herewith is Check No. 0000564015 in the amount of \$726,279.75 in accordance with the attached invoice and as it relates to the Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and McAllen Public Utility (MPU) for the Dicker Rd. roadway widening project. The payment in question is to comply with the requirements found in Section 3 of the ICA wherein said payment addresses expenses associated with the installation of a water line on behalf of MPU. We appreciate the opportunity to partner with the Count of Hidalgo on this critical project for our community.

Should you have any questions, you may call me at (956)681-1630. I will be glad to assist you.

Sincerely,

Juan J. Rodriguez
Asst. General Manager

c: Honorable Richard F. Cortez, County Judge, County of Hidalgo
Marco A. Vega, P.E., General Manager, McAllen Public Utility
Armando Garza, Jr., Chief Administrator, County of Hidalgo - Precinct No. 2
Saul Muñoz, Project Manager, B2Z Engineering
Carlos Gonzalez, P.E., Utility Engineer, McAllen Public Utility

Invoice Number	Date	Description	Amount	Paid Amount
WICKER ROAD PROJECT	06/03/2020		\$726,279.75	\$726,279.75

TOTALS: \$726,279.75 \$726,279.75

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.



CITY OF McALLEN
 AND/OR McALLEN PUBLIC UTILITY
 Disbursement Fund
 P.O. Box 220 McALLEN, TEXAS 78505-0220

PlainsCapital Bank
 Edinburg, Texas

DATE	CHECK NUMBER
Jun 3, 2020	0000564015
AMOUNT	
\$726,279.75	

VOID AFTER 90 DAYS

Pay Seven Hundred Twenty Six Thousand Two Hundred Seventy Nine Dollars And 75 Cents

to the Order of:

HIDALGO COUNTY PRECINCT 2
 300 W HALL ACRES SUITE G
 ATTN: EDUARDO 'EDDIE' CANTU
 COUNTY COMMISSIONER
 PHARR, TEXAS 78577

R. Rodriguez

⑈0000564015⑈ ⑆111322994⑆ ⑆0140012303⑈

CITY OF McALLEN

AND/OR McALLEN PUBLIC UTILITY
Disbursement Fund
P.O. Box 220
McALLEN, TX 78505-0220

HIDALGO COUNTY PRECINCT 2

300 W HALL ACRES SUITE G
ATTN: EDUARDO 'EDDIE' CANTU
COUNTY COMMISSIONER
PHARR, TEXAS 78577

