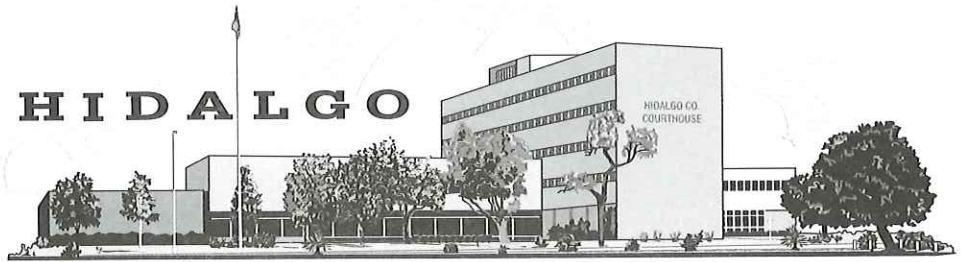


# COUNTY of HIDALGO



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](http://www.co.hidalgo.tx.us/auditor)

November 3, 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 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, Maria A. Duran, 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 Alton for the improvement (overlay) of N. Inspiration Road (500 LF), Mile 6 Road (5300 LF), N. Trospen Blvd. (5280 LF), and South Stewart Blvd. (460 LF) in the amount of \$144,062.32. 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 Arcilia Duran, CPA  
Hidalgo County Auditor

11-3-20  
\_\_\_\_\_  
Date

### HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SMOLETERRY  
JUDGE, 92<sup>ND</sup> D.C.

FERNANDO MANCIAS  
JUDGE, 93<sup>RD</sup> D.C.

J. R. "BOBBY" FLORES  
JUDGE, 119<sup>TH</sup> D.C.

ROSE GUERRA REYNA  
JUDGE, 208<sup>TH</sup> D.C.

MARLA CUELLAR  
JUDGE, 275<sup>TH</sup> D.C.

MARIO E. RAMIREZ, JR.  
JUDGE, 372<sup>ND</sup> D.C.

NOE GONZALEZ  
JUDGE, 379<sup>TH</sup> D.C.  
OVERSEER

LETICIA LOPEZ  
JUDGE, 389<sup>TH</sup> D.C.

L. KENO VASQUEZ  
JUDGE, 398<sup>TH</sup> D.C.

ISRAEL RAMON, JR.  
JUDGE, 430<sup>TH</sup> D.C.

RENEE R. BETANCOURT  
JUDGE, 449<sup>TH</sup> D.C.

YSMAEL D. FONSECA  
JUDGE, 464<sup>TH</sup> D.C.

**Budget and Management 44. A. 0.  
Budget Appropriations**

**AI-78126  
CC REGULAR AGENDA SPECIAL MTG**

**Meeting Date:** 11/10/2020

**Submitted For:** Damaris San Miguel, BUDGET & MANAGEMENT

**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Information**

**CAPTION**

Pct. 3 Road & Bridge (1200):

1. Approval of certification of revenues, as certified by the County Auditor, for funds received by the City of Alton in relation to the Interlocal Agreement approved by Commissioners Court on October 20, 2020 for the overlay of various road sections in the amount of \$144,062.32 and appropriation of same.

**BACKGROUND**

AI-77840, CC 10-20-2020, Approval of ICA between Hidalgo Co. and City of Alton in relation to the overlay of various road sections, as described in Exhibit A; N. Inspiration Rd (500 LF), Mile 6 Road (5300 LF), N. Trospier Rd (5280 LF), and South Stewart Rd. (460 LF)

**Fiscal Impact**

**CALENDAR YEAR:** 2020

**ACCT. #:** 0-1200-431-00-123-137-0-610

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation of revenue received by the City of Alton, in accordance with the Interlocal Cooperation Agreement (ICA) approved by CC on 10-20-2020 (AI-77840) receipted on 10-26-2020 (**receipt #251571**) in relation to the overlay of various road segments located within Pct. 3, pending COR by Co. Auditor.

Revenue acct #0-1200-337-00-123-137-0-000 R & B PCT 3 ICA ALTON-VAR ROAD PROJ.-REVENUE

Funds were receipted under acct #0-1200-126-30-123-137-0-000 R & B PCT 3-DUE FR ALTON-ICA VAR ROAD PROJ.

**Attachments**

Pct. 3 R & B Approp.

**Form Review**

Inbox	Reviewed By	Date
Ivan Cantu (Originator)		
Budget & Management		
Final Approval		
Form Started By: Ivan Cantu		Started On: 11/02/2020 01:30 PM



Shinhae Reyes &lt;shinhae.reyes@auditor.co.hidalgo.tx.us&gt;

---

**Fwd: Funds Received City of Alton**

2 messages

Tue, Nov 3, 2020 at 9:28 AM

**Valeria Rios** <valeria.rios@auditor.co.hidalgo.tx.us>  
To: Shinhae Reyes <shinhae.reyes@auditor.co.hidalgo.tx.us>  
Cc: Nereyda Gonzalez <nereyda.gonzalez@auditor.co.hidalgo.tx.us>

Hi Nina,

Please see thread below.

Thank you,

----- Forwarded message -----  
From: **Nereyda Gonzalez** <nereyda.gonzalez@auditor.co.hidalgo.tx.us>  
Date: Tue, Nov 3, 2020 at 9:26 AM  
Subject: Re: Funds Received City of Alton  
To: Valeria Rios <valeria.rios@auditor.co.hidalgo.tx.us>

Forward this to Nina, ask her to prepare certification of revenues. **I approved the appropriation of the funds.**

On Tue, Nov 3, 2020 at 9:24 AM Valeria Rios <valeria.rios@auditor.co.hidalgo.tx.us> wrote:  
Let me know how to go about this.

Thanks,

----- Forwarded message -----  
From: **Ivan Cantu** <ivan.cantu@co.hidalgo.tx.us>  
Date: Tue, Nov 3, 2020 at 9:22 AM  
Subject: Fwd: Funds Received City of Alton  
To: rios, valeria <valeria.rios@auditor.co.hidalgo.tx.us>  
Cc: gonzalez, nereyda <nereyda.gonzalez@auditor.co.hidalgo.tx.us>

Good morning Valeria:

As per our telephone conversation this morning, please review the attached documentation in relation to the Pct. 3 R & B appropriation of funds for revenue received by the City of Alton. I believe a new program # is needed for this ICA under the Pct. 3 R & B budget. The request for certification of revenues memo is pending Sergio's signature and will be submitted today.

Agenda item #78126 for CC 11-10-2020 has been prepared to appropriate these funds.

Thank you.

---

**Ivan Cantu**

# Budget Analyst III

County of Hidalgo, Texas

Department of Budget & Management

2818 S. Business Hwy 281

Edinburg, TX 78539

☎ (956) 292-7025 ext. 5425

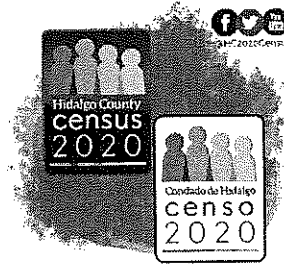
☎ (956) 292-7035

✉ ivan.cantu@co.hidalgo.tx.us

## Hidalgo County 2020 Census



united we count  
unidos contamos



----- Forwarded message -----

From: **Merlen Munoz** <merlen.munoz@co.hidalgo.tx.us>

Date: Mon, Nov 2, 2020 at 1:02 PM

Subject: Fwd: Funds Received City of Alton

To: cantu, ivan <ivan.cantu@co.hidalgo.tx.us>

Cc: sanmiguel, damaris <damaris.sanmiguel@co.hidalgo.tx.us>, cruz, sergio <sergio.cruz@co.hidalgo.tx.us>

Good Afternoon Ivan,

Pct 3 submitted a request to appropriate funds in R&B. Could you please assist them with their request?

Let me know if you need any additional information.

Thank you.

---

**Merlen Munoz**

**Budget Analyst**

County of Hidalgo, Texas

Department of Budget & Management

2818 S. Bus. Hwy 281

Edinburg, Texas 78539

Phone: 956-292-7025 Ext. 5403

Fax: 956-292-7035

merlen.munoz@co.hidalgo.tx.us

*Reduce, Reuse, Recycle. Go Green!*

----- Forwarded message -----

From: **Norma Ceballos** <norma.cebалlos@co.hidalgo.tx.us>

Date: Mon, Nov 2, 2020 at 11:27 AM

Subject: Funds Received City of Alton

To: munoz, merlen <merlen.munoz@co.hidalgo.tx.us>

Good morning Merlen,

As discussed, attached is County Treasurer's receipt for the funds received form the City of Alton as per ICA approved on Oct. 20th agenda item #77840. Please request the certification of revenues and appropriation into account number **0-1200-431-00-123-137-0-610.**

Thanks,

Norma G. Ceballos  
Office of Commissioner Joe M. Flores  
Hidalgo County Precinct 3  
956.585.4509  
956.205.7009 (fax)  
norma.cebалlos@co.hidalgo.tx.us

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--

## **Valeria I. Rios**

Accountant II

Hidalgo County Auditor's Office

2808 S. Business Highway 281, Edinburg, Texas 78539

Office: (956) 318-2511 Ext. 4646

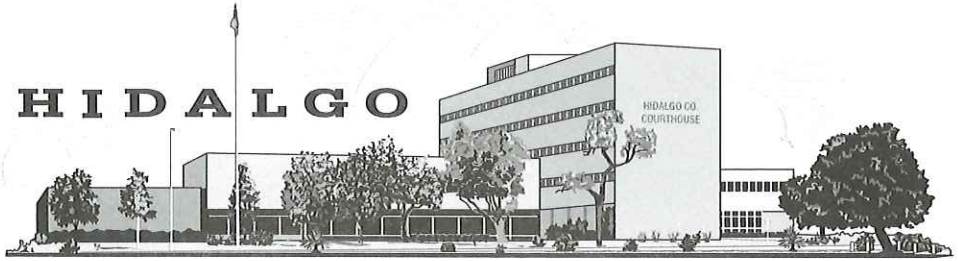
Fax: (956) 318-2577

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# 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](http://www.co.hidalgo.tx.us/auditor)

November 3, 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 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, Maria A. Duran, 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 Alton for the improvement (overlay) of N. Inspiration Road (500 LF), Mile 6 Road (5300 LF), N. Trospen Blvd. (5280 LF), and South Stewart Blvd. (460 LF) in the amount of \$144,062.32. 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 Arcilia Duran, CPA  
Hidalgo County Auditor

11-3-20  
\_\_\_\_\_  
Date

**HIDALGO COUNTY DISTRICT JUDGES**

LUIS M. SINGLETERRY JUDGE, 92 <sup>ND</sup> D.C.	FERNANDO MANCIAS JUDGE, 93 <sup>RD</sup> D.C.	J. R. "BOBBY" FLORES JUDGE, 138 <sup>TH</sup> D.C.	ROSE GUERRA REYNA JUDGE, 208 <sup>TH</sup> D.C.	MARLA CUELLAR JUDGE, 275 <sup>TH</sup> D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332 <sup>ND</sup> D.C.	NOE GONZALEZ JUDGE, 376 <sup>TH</sup> D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389 <sup>TH</sup> D.C.	L. KENO VASQUEZ JUDGE, 398 <sup>TH</sup> D.C.	ISRAEL RAMON, JR. JUDGE, 430 <sup>TH</sup> D.C.	RENEE R. BETANCOURT JUDGE, 448 <sup>TH</sup> D.C.	YSMAEL D. FONSECA JUDGE, 464 <sup>TH</sup> D.C.
---	--	---	--	--	--	---	--	--	--	--	--

**AI-78126**  
**CC REGULAR AGENDA SPECIAL MTG**

**Budget and Management 44. A. 0.**  
**Budget Appropriations**

**Meeting Date:** 11/10/2020

**Submitted For:** Damaris San Miguel, BUDGET & MANAGEMENT

**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Information**

**CAPTION**

Pct. 3 Road & Bridge (1200):

1. Approval of certification of revenues, as certified by the County Auditor, for funds received by the City of Alton in relation to the Interlocal Agreement approved by Commissioners Court on October 20, 2020 for the overlay of various road sections in the amount of \$144,062.32 and appropriation of same.

**BACKGROUND**

AI-77840, CC 10-20-2020, Approval of ICA between Hidalgo Co. and City of Alton in relation to the overlay of various road sections, as described in Exhibit A; N. Inspiration Rd (500 LF), Mile 6 Road (5300 LF), N. Trospen Rd (5280 LF), and South Stewart Rd. (460 LF)

**Fiscal Impact**

**CALENDAR YEAR:** 2020

**ACCT. #:** 0-1200-431-00-123-137-0-610

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation of revenue received by the City of Alton, in accordance with the Interlocal Cooperation Agreement (ICA) approved by CC on 10-20-2020 (AI-77840) receipted on 10-26-2020 (**receipt #251571**) in relation to the overlay of various road segments located within Pct. 3, pending COR by Co. Auditor.

Revenue acct #0-1200-337-00-123-137-0-000 R & B PCT 3 ICA ALTON-VAR ROAD PROJ.-REVENUE

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**Attachments**

Pct. 3 R & B Approp.

**Form Review**

Inbox	Reviewed By	Date
Ivan Cantu (Originator)		
Budget & Management		
Final Approval		
Form Started By: Ivan Cantu		Started On: 11/02/2020 01:30 PM



Shinhae Reyes &lt;shinhae.reyes@auditor.co.hidalgo.tx.us&gt;

---

**Fwd: Funds Received City of Alton**

2 messages

---

**Valeria Rios** <valeria.rios@auditor.co.hidalgo.tx.us>  
To: Shinhae Reyes <shinhae.reyes@auditor.co.hidalgo.tx.us>  
Cc: Nereyda Gonzalez <nereyda.gonzalez@auditor.co.hidalgo.tx.us>

Tue, Nov 3, 2020 at 9:28 AM

Hi Nina,

Please see thread below.

Thank you,

----- Forwarded message -----

From: **Nereyda Gonzalez** <nereyda.gonzalez@auditor.co.hidalgo.tx.us>  
Date: Tue, Nov 3, 2020 at 9:26 AM  
Subject: Re: Funds Received City of Alton  
To: Valeria Rios <valeria.rios@auditor.co.hidalgo.tx.us>

Forward this to Nina, ask her to prepare certification of revenues. **I approved the appropriation of the funds.**

On Tue, Nov 3, 2020 at 9:24 AM Valeria Rios &lt;valeria.rios@auditor.co.hidalgo.tx.us&gt; wrote:

Let me know how to go about this.

Thanks,

----- Forwarded message -----

From: **Ivan Cantu** <ivan.cantu@co.hidalgo.tx.us>  
Date: Tue, Nov 3, 2020 at 9:22 AM  
Subject: Fwd: Funds Received City of Alton  
To: rios, valeria <valeria.rios@auditor.co.hidalgo.tx.us>  
Cc: gonzalez, nereyda <nereyda.gonzalez@auditor.co.hidalgo.tx.us>

Good morning Valeria:

As per our telephone conversation this morning, please review the attached documentation in relation to the Pct. 3 R & B appropriation of funds for revenue received by the City of Alton. I believe a new program # is needed for this ICA under the Pct. 3 R & B budget. The request for certification of revenues memo is pending Sergio's signature and will be submitted today.

Agenda item #78126 for CC 11-10-2020 has been prepared to appropriate these funds.

Thank you.

---

**Ivan Cantu**

# Budget Analyst III

County of Hidalgo, Texas

Department of Budget & Management

2818 S. Business Hwy 281

Edinburg, TX 78539

☎ (956) 292-7025 ext. 5425

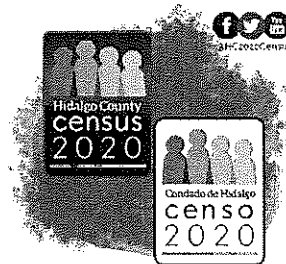
☎ (956) 292-7035

✉ ivan.cantu@co.hidalgo.tx.us

Hidalgo County  
2020 Census



*united we count*  
*unidos contamos*



----- Forwarded message -----

From: **Merlen Munoz** <merlen.munoz@co.hidalgo.tx.us>

Date: Mon, Nov 2, 2020 at 1:02 PM

Subject: Fwd: Funds Received City of Alton

To: cantu, ivan <ivan.cantu@co.hidalgo.tx.us>

Cc: sanmiguel, damaris <damaris.sanmiguel@co.hidalgo.tx.us>, cruz, sergio <sergio.cruz@co.hidalgo.tx.us>

Good Afternoon Ivan,

Pct 3 submitted a request to appropriate funds in R&B. Could you please assist them with their request?

Let me know if you need any additional information.

Thank you.

---

**Merlen Munoz**

**Budget Analyst**

County of Hidalgo, Texas

Department of Budget & Management

2818 S. Bus. Hwy 281

Edinburg, Texas 78539

Phone: 956-292-7025 Ext. 5403

Fax: 956-292-7035

merlen.munoz@co.hidalgo.tx.us

*Reduce, Reuse, Recycle. Go Green!*

----- Forwarded message -----

From: **Norma Ceballos** <norma.cebaldos@co.hidalgo.tx.us>

Date: Mon, Nov 2, 2020 at 11:27 AM

Subject: Funds Received City of Alton

To: munoz, merlen <merlen.munoz@co.hidalgo.tx.us>

Good morning Merlen,

As discussed, attached is County Treasurer's receipt for the funds received form the City of Alton as per ICA approved on Oct. 20th agenda item #77840. Please request the certification of revenues and appropriation into account number **0-1200-431-00-123-137-0-610.**

Thanks,

Norma G. Ceballos  
Office of Commissioner Joe M. Flores  
Hidalgo County Precinct 3  
956.585.4509  
956.205.7009 (fax)  
norma.cebaldos@co.hidalgo.tx.us

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## **Valeria I. Rios**

Accountant II

Hidalgo County Auditor's Office

2808 S. Business Highway 281, Edinburg, Texas 78539

Office: (956) 318-2511 Ext. 4646

Fax: (956) 318-2577

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--

**Nereyda J. Gonzalez**

Financial Accounting Supervisor  
Hidalgo County Auditor's Office  
2808 S. Business Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2511 Ext. 4662



--

**Valeria I. Rios**

Accountant II

Hidalgo County Auditor's Office

2808 S. Business Highway 281, Edinburg, Texas 78539

Office: (956) 318-2511 Ext. 4646

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---

**Shinhae Reyes** <shinhae.reyes@auditor.co.hidalgo.tx.us>

Tue, Nov 3, 2020 at 11:42 AM

To: Ivan Cantu <ivan.cantu@co.hidalgo.tx.us>, Nereyda Gonzalez <nereyda.gonzalez@auditor.co.hidalgo.tx.us>

Good morning Ivan,

11/3/2020

COUNTY OF HIDALGO, TEXAS Mail - Fwd: Funds Received City of Alton

Could you please provide a copy of the request for certification of revenues memo?

FYI, the expenditure account for the mentioned project will be **0-1200-431-00-123-137-0-610 PCT3 ICA ALTON-VAR  
ROADS PRJ-GENERAL SUP.**

[Quoted text hidden]

--

Thank you,

Shinhae Nina Reyes  
Accountant I  
Hidalgo County Auditor's Office  
2808 S. Business Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2511 Ext. 4665



OFFICIAL HIDALGO COUNTY RECEIPT  
OFFICE OF THE COUNTY TREASURER  
LITA L. LEO

Receipt No: 251571

Received From: PCT. 3 CITY OF ALTON 10/22/2020

Date 10/26/20

1	001339	R&B PCT3-DUE FR ALTON-ICA VAR ROAD PROJ. 0-1200-126-30-123-137-0-000	144,062.32
---	--------	---	------------

Total: 144,062.32

Check Total 144,062.32

Cash Total .00

Credit Total .00

Other Total .00

---

---



COUNTY COMMISSIONER PRECINCT 3  
County of Hidalgo

Joe M. Flores  
County Commissioner Pct. No. 3

MEMORANDUM

TO: Ms. Lita Leo, Treasurer  
Hidalgo County

FROM: Joe M. Flores, Commissioner  
Hidalgo County Precinct 3

DATE: October 22, 2020

REF: Check City of Alton

The enclosed check in the amount \$144,062.32 is for the City's portion of the ICA approved by Hidalgo County Commissioners' Court on October 20, 2020 (AI-77840).

Please credit the following account.

**0-1200-126-30-123-137-0-000 R&B PCT3 -DUE FR ALTON-ICA VAR ROADS PROJECTS**

Should you need additional information please do not hesitate to contact Norma Ceballos at extension 3007.

Thank you.

Check received by: Norma Ann de los Santos

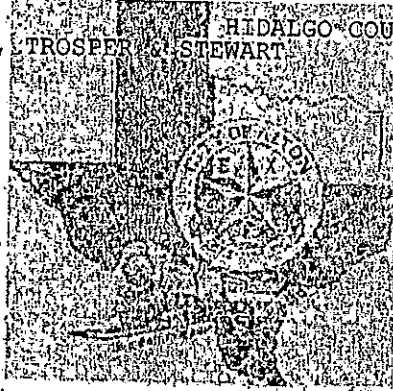
Date: 10/23/2020

CITY OF ALTON - 509 S. Alton Blvd - Alton, TX 78573 - (956) 432-0760 - CAPITAL CONSTRUCTION FUND

01-7602 \*\* HIDALGO COUNTY \*\*

001339  
10/21/2020

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
10/21/2020	202010211332		HIDALGO COUNTY OVERLAY INSPIRATION, MILE 6, TROSPER & STEWART	144,062.32



CHECK TOTAL 144,062.32

PLEASE DETACH STUB BEFORE DEPOSITING

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES.

**VOID VOID VOID**

**VOID VOID VOID**

CITY OF ALTON  
509 S. ALTON BLVD.  
ALTON, TX 78573  
(956) 432-0760  
CAPITAL CONSTRUCTION FUND

LONE STAR NATIONAL BANK  
MCALLEN, TX 78504  
88-1169/1149

001339

DATE	AMOUNT
10/21/2020	\$\$\$144,062.32 VOID AFTER 90 DAYS

PAY ---- ONE HUNDRED FORTY FOUR THOUSAND SIXTY TWO & 32/100 DOLLARS ----

**VOID VOID VOID**

**VOID VOID VOID**

TO THE ORDER OF  
HIDALGO COUNTY  
302 W UNIVERSITY DR  
EDINBURG, TX 78539

*E. C. E. D.*

⑈001339⑈ ⑆114911687⑆ ⑈42516927⑈

AI-77840

Precinct #3 14. A.

**CC REGULAR AGENDA SPECIAL MTG**

**Meeting Date:** 10/20/2020

**Submitted By:** Norma Ceballos, COMM. PCT. #3

**Department:** COMM. PCT. #3

**Information**

**CAPTION**

1. Acceptance and approval of an Interlocal Cooperation Agreement between Hidalgo County and the City of Alton to assist one another in overlaying road sections described in Exhibit "A": N. Inspiration Road (500 LF), Mile 6 Road (5300 LF), N. Trosper Blvd. (5280 LF), and South Stewart Blvd. (460 LF).

2. In accordance with Texas Government Code 791.014, Hidalgo County, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project. County and City desire to assist each other in projects to be defined by mutual agreement through an Interlocal Cooperation Agreement (ICA) agreeing to assist each other with equipment, materials, and manpower.

**BACKGROUND**

**Fiscal Impact**

**Attachments**

ICA - City of Alton  
legal approval

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	10/15/2020 02:02 PM
Ivan Cantu	Ivan Cantu	10/15/2020 02:25 PM
Final Approval	Monica Salinas	10/16/2020 06:50 PM
Form Started By: Norma Ceballos		Started On: 10/14/2020 03:34 PM
Final Approval Date: 10/16/2020		

STATE OF TEXAS

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COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF ALTON, TEXAS  
AND THE COUNTY OF HIDALGO, TEXAS**

THIS Interlocal Cooperation Agreement, hereinafter referred to as "Agreement" is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **CITY OF ALTON, TEXAS**, hereinafter referred to as "City", and **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), as follows:

**I.**

**WITNESSETH:**

**WHEREAS**, the County is a "local government" as defined by the Act, and a political subdivision organized under the laws of the State of Texas; and

**WHEREAS**, the City is a municipality defined as a "local government" under the Act, and a political subdivision organized under the laws of the State of Texas, within the boundary of Hidalgo County; and

**WHEREAS**, the County and City desire to assist one another in overlaying the following road sections described in Exhibit "A" ("Work"): North Inspiration Boulevard beginning at West Saint Jude Avenue ("Mile 6 Road") and running 500 feet north; Mile 6 Road between North Inspiration Boulevard and North Los Ebanos Boulevard, running 2650 feet east; and Mile 6 Road between North Los Ebanos Boulevard and North Trospen, running 2650 feet east; and North Trospen Boulevard between Mile 6 Road and West Main Avenue ("Mile 5 Road"), running 5280 feet south; and South Stewart Boulevard beginning at Orange Drive and running 460 feet south; hereinafter collectively referred to as "Road Sections"; and

**WHEREAS**, the Road Sections serve as a connecting link and an integral part of the County road system and such Road improvements are in the best interest of the County and City.

**WHEREAS**, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas 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, and pursuant to section 251.012 of the Texas Transportation Code which authorizes counties to improve roadways within the limits of a city with the city's consent.

**THEREFORE**, the Parties, in consideration of the mutual covenants expressed hereinafter, agree as follows:

- 1.1 Prior to commencement of the overlay of the Roads by the County, the City shall pay County against invoice the total of ONE HUNDRED FORTY-FOUR THOUSAND SIXTY-TWO DOLLARS AND THIRTY-TWO CENTS (**\$144,062.32**), which represents County's estimated cost of materials (oil and asphalt) necessary to accomplish the Work.
- 1.2 County shall provide, at no cost, City with manpower necessary to accomplish the Work.
- 1.3 City shall provide, at no cost, County with traffic control, via the City's police department, for the duration of the Work.
- 1.4 All other costs associated with the Work shall be the responsibility of the County.

## **II. TERM**

- 2.1 This Agreement shall be in effect for one hundred eighty (180) days from the date of the last of County or City to approve this Agreement.

## **III. NOTIFICATION OF PRICE CHANGE**

- 3.1 Upon a change in price for County employees, equipment or materials, the County shall notify the City within ten (10) working days for the Work.
- 3.2 Upon a change in price for employees for City employees, equipment or materials, the City shall notify the County within ten (10) working days for the Work.

## **IV. CONTACT PERSON**

- 4.1 For purposes of this Agreement, the City shall coordinate with the County by and through Hidalgo County Commissioner Precinct No. 3 and their designated representative.

## **V. IMMUNITIES**

- 5.1 Nothing in this agreement is intended to, and County does not hereby waive, release or relinquish any right to assert any of the defenses the County enjoys by virtue of the state or federal constitution, laws, rules, or regulations, and any sovereign official or qualified immunity available to the County as to any claim or action of any person, entity, or individual against the County.

## **VI.**

## **INSURANCE**

6.1 The City will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act, to cover the City's performance of responsibilities under this Agreement.

6.2 The County will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act, to cover the County's performance of responsibilities under this Agreement.

## **VII. TERMINATION**

7.1 This agreement may be terminated at any time in writing by mutual agreement of the Parties or terminated by either party with thirty (30) days' notice, in writing, to the other party.

## **VIII. BREACH OF OBLIGATION**

8.1 Failure to abide by any provision of this agreement shall constitute a breach. Any party claiming a breach will have the right to terminate the agreement immediately in writing.

## **IX. NO TRANSFER OR ASSIGNMENT**

9.1 This Agreement shall not be assignable. Any attempted or purported transfer or assignment of this Agreement shall be null and void and shall constitute a material breach of this agreement.

## **X. CONFLICT OF APPLICABLE LAW**

10.1 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 time such conflict exists.

## **XI. NO WAIVER**

11.1 No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

## **XII. ENTIRE AGREEMENT**

12.1 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 representations or agreements in connection with this Agreement not specifically set forth herein.

This Agreement may be modified or amended only by agreement in writing executed by CITY and COUNTY, and not otherwise.

**XIII.**

**WRITTEN NOTICE**

13.1 Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile to the parties at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo  
Attention: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, TX 78539  
(956)318-2600

With copy to: Commissioner, Precinct No. 3  
Attn: Joe Flores, Commissioner  
724 North Breyfogle Road  
Mission, Texas 78574

If to City: City of Alton  
Attn: Salvador Vela, Mayor  
509 South Alton Boulevard  
Alton, Texas 78573

13.2 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.

**XIV.**

**TEXAS LAW TO APPLY**

14.1 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.

**XIV.**

## **INDEMNITY CLAUSE**

**15.1 TO THE EXTENT PERMITTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE CITY AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE COUNTY, ITS AGENTS, EMPLOYEES AND OFFICERS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE, LIABILITY AND EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED OR SUFFERED BY IT, BY REASON OF ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION ASSERTED OR THAT MAY BE ASSERTED, AGAINST ANY OR ALL OF THE ABOVE NAMED PARTIES, WHETHER ALLEGING INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS, AND WHETHER SEEKING COMPENSATORY OR PUNITIVE DAMAGES, AND INVOLVING, ARISING OUT OF, OR IN ANY MANNER RELATED TO THIS AGREEMENT.**

## **XVI.**

### **SUCCESSORS**

16.1 . 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.

## **XVII.**

### **HEADINGS**

17.1 The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

## **XVIII.**

### **GENDER AND NUMBER**

18.1 All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

## **XIX.**

### **PERFORMANCE OF GOVERNMENTAL FUNCTIONS**

19.1 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.

## **XX.**

### **COMMITMENT OF CURRENT REVENUES**

20.1 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds (if applicable) to meet the obligations of the County under this Agreement, then the County may terminate this Agreement upon thirty (30) days written notice to the City. The County agrees, however, to use reasonable 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 the County. In the event that

during any term hereof the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this agreement, the County may terminate this Agreement upon thirty (30) days written notice to the City. The County agrees, however, to use a best effort attempt to obtain and appropriate funds for payment of the Agreement. The Parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of the County in accordance with Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1966).

#### **XXI.**

##### **AUTHORITY TO EXECUTE**

21.1 The execution and performance of this Agreement by County and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and District in accordance with its terms.

#### **XXII.**

##### **NON-DISCRIMINATION**

22.1 County and City, including subcontractors, assignees, and successors in interest, ensure that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this Agreement. City shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

#### **XXIII.**

##### **LEGAL CONSTRUCTION/SEVERABILITY**

23.1 In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **XXIV.**

##### **PRIOR AGREEMENTS**

24.1 This Agreement supersedes and terminated all previous Interlocal Agreements between the Parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement is completed and payment is remitted such previous Interlocal Agreement shall terminate at such time.

#### **XXV.**

##### **ADDITIONAL DOCUMENTS**

25.1 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.

**XXVI.**

**GOVERNING PROVISIONS**

26.1 Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

**XXVII.**

**IMMUNITY**

27.1 This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of immunities from suit or from liability that the County or District has by operation of law.

**XXVIII.**

**CONFLICT OF INTEREST**

28.1 The parties covenants that none of its elected officials, officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the Work. The parties agree that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

28.2 City agrees that no person who is an elected official, officer, employee, consultant, or agent of the City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities for which City is now seeking Work.

28.3 City is responsible for repayment of expenses associated with any conflict of interest that may occur either knowingly or unknowingly.

**XXIX.**

**CONFLICT WITH APPLICABLE LAW**

29.1 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 this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

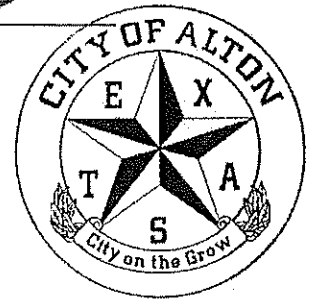
[SIGNATURE PAGE TO FOLLOW]

We the undersigned hereby attest we have authority on behalf of the County and the City, respectively, to execute and abide by this agreement.

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

CITY OF ALTON

By: Salvador Vela  
Salvador Vela, Mayor



ATTEST

By: Baudelia Rojas  
Baudelia Rojas, City Secretary

THE COUNTY OF HIDALGO

By: \_\_\_\_\_  
Richard F. Cortez, County Judge

ATTEST

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM FOR CITY:

By: Ricardo Gonzalez  
Ricardo Gonzalez  
Law Offices of Oxford & Gonzalez

APPROVED AS TO FORM:  
Office of Hidalgo County Criminal District Attorney,  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Amanda D. Austin, Assistant District Attorney

STATE OF TEXAS

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COUNTY OF HIDALGO

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**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. County and City desire to assist each other in projects to be defined by mutual agreement through an Interlocal Cooperation Agreement agreeing to assist each other with equipment, materials and manpower.

By vote on \_\_\_\_\_ 2020, the Hidalgo County Commissioners Court has approved the Project identified above.

By:

\_\_\_\_\_  
Richard F. Cortez, County Judge

**ATTEST**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:  
Office of Hidalgo County Criminal District Attorney,  
Ricardo Rodriguez, Jr.

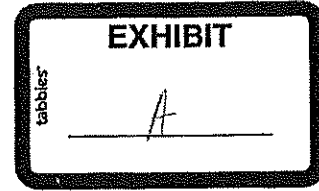
By:

\_\_\_\_\_  
Amanda D. Austin, Assistant District Attorney

**TABLE OF EXHIBITS**

**EXHIBIT "A"      Hidalgo County Precinct#3 Project Worksheet**

ROW Project Worksheet  
Hidalgo County Precinct #3



Attn: Commissioner Jose M. Flores

Date: 10/05/2020

Project Name: City of Alton Overlay Project (City Cost)

Project Location: Various Locations see below

Project Purpose: To overlay connecting link streets within Limits of City

North Inspiration Blvd. 500 Lnf.	Amount: \$ <u>3768.10</u>
Mile 6 between North Inspiration Blvd. and North Los Ebanos Blvd. 2650 Inf.	Amount: \$ <u>21,734.45</u>
Mile 6 between North Los Ebanos Blvd. and North Trospen Blvd. 2650 Inf.	Amount: \$ <u>19,647.95</u>
North Trospen Blvd. Between Mile 6 and West Main Avenue 5280 Inf.	Amount: \$ <u>89,222.42</u>
South Stewart Road Blvd. South of Orange Drive 460 Inf.	Amount: \$ <u>9,689.40</u>

**TOTAL Cost of Project** **\$ 144,062.32**

Project Approved: \_\_\_\_\_





Pct #3 Project ROW Agent: Victor Gallardo

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.





Legend

-  Absolute Dental Center Alton
-  Josefa Garcia Park
-  Richards Pharmacy
-  Speech Success LLC

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EXHIBIT  
2 of 2



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