

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

August 10, 2021

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 Everardo "Ever" Villarreal, Commissioner, Precinct No. 3
The Honorable Ellie Torres, Commissioner, Precinct No. 4

RE: Certification of Revenue

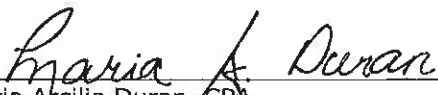
Dear Judge and Commissioners:

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 shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Maria Arcilia Duran, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from intergovernmental agreement with City of Palmhurst in the amount of \$106,020.95. 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



Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SRIQLETERRY JUDGE, 92 ND D.C.	FERDINANDO MANTUAS JUDGE, 93 RD D.C.	J. R. "BOBBY" FLORES JUDGE, 139 TH D.C.	ROSE GUERRA REYNA JUDGE, 200 TH D.C.	MARLA CUELLAR JUDGE, 275 TH D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332 ND D.C.	NOE GONZALEZ JUDGE, 370 TH D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389 TH D.C.	L. RENO VASQUEZ JUDGE, 399 TH D.C.	ISRAEL RAMON, JR. JUDGE, 450 TH D.C.	RENEE R. BETANCOURT JUDGE, 449 TH D.C.	JOSE "JOE" RAMIREZ JUDGE, 454 TH D.C.
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July ²⁶ 20, 2021

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 Everardo "Ever" Villarreal, Commissioner, Precinct No. 3 ✓
The Honorable Ellie Torres, Commissioner, Precinct No. 4 ✓

RE: Certification of Revenue

Dear Judge and Commissioners:

Handwritten: JD 07/26/21

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 shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

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DEPARTMENT OF BUDGET & MANAGEMENT

O: (956) 292-7025
F: (956) 292-7034

www.co.hidalgo.tx.us/budget

2818 S. Business Hwy. 281
Edinburg, Texas 78539



MEMORANDUM

To: Maria Arcilia Duran, CPA, County Auditor

From: Sergio Cruz, Hidalgo County Budget Officer *SC*

Date: July 16, 2021

Subject: Certification of Revenues – Approved ICAs for the City of Palmhurst and City of Penitas

CC: Linda Fong, First Assistant Auditor
Nereyda Gonzalez, Financial Accounting Supervisor
David Mathew Valdez, Budget Analyst

Please let this memo serve as a request for a Certification of Revenues letter from your office in reference to the approved ICAs for the City of Palmhurst and City of Penitas in the amounts of \$106,020.95 and \$12,705.00 respectfully.

Monies were receipted under accounts 1-1200-431-00-123-139-0-610 -Pct3-ICA Palmhurst-Mayberry Rd.Gen. Supply and 1-1200-431-00-123-140-0-610 - PCT3 - ICA Penitas-Mile 5 (Tom Gill-Rancho B) (Receipt# 259657 & 259670) (AI-81499 and AI-81463).

Appropriations pending approval for Commissioner's Court on 07/27/2021.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

DATE: July 19, 2021

2021
Appropriation



DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget and Management

ACCOUNT NUMBER: 1-1200-431-00-123-1XX-0-610

Contact Person: Mathew Valdez Ph#: 5405

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
1-1200-431-00-123-139-0-610	PCT3-ICA PALMHURST-MAYBERRY RD-GEN SUPPL	\$106,020.95
1-1200-431-00-123-140-0-610	PCT3-ICA PENITAS-MILE5(TOMGILL-RANCHO B)	\$12,705.00
1-1200-337-00-123-139-0-000	R&B PCT3-ICA PALMHURST-MAYBERRY RD	\$106,020.95
1-1200-337-30-123-140-0-000	R&B P3-DUE FR PENITAS-ICA M5(TOMGIL-RAN)	\$12,705.00
TOTAL BUDGET INCREASE (DECREASE)		237,451.90

REASON: Appropriation of funds for PCT3 General Supplies ICA for Palmhurst Mayberry Rd and Penitas Mile 5 (Tomgill-Rancho B)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Rec/Inv No	Type	C	Date	Received From	Description	Period	Amount	
259670	(R)		07-18-2021	HIDALGO CO PRECINCT 3-CITY	PCT3-ICA PALMHURST-(A1-81489) 7/12/21	07	106,020.95	
							(F)	.00 (R)
								106,020.95 (I)
								.00
								106,020.95



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

Receipt No: 259670

Received From: HIDALGO CO PRECINCT 3-CITY OF PALMHURST

Date 07/16/21

1	14811	PCT3-ICA PALMHURST-(AI-81499) 7/12/21	106,020.95
		1-1200-337-00-123-139-0-000	

Total: 106,020.95

Check Total	106,020.95
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-81692

Budget and Management

CC REGULAR AGENDA REGULAR
MTG Budget Appropriations

Meeting
Date: 07/27/2021

Submitted Sergio Cruz, BUDGET & MANAGEMENT
For:

Submitted David Valdez, BUDGET & MANAGEMENT
By:

Department: BUDGET & MANAGEMENT

CAPTION

Pct. 3 Rd Maint (1200): Requesting approval of Certification of Revenues by County Auditor in the amounts of \$106,020.95 and \$12,705.00 for proposed street improvement project and appropriation of the same.

BACKGROUND

Prior approval of Agendas (AI-81499 and AI- 81463) Commissioner's Court on 07/13/2021.

Fiscal Impact

CALENDAR
YEAR: 2021 ACCT. #: 1-1200-431-00-123-1XX-0-610

FUNDS
AVAILABLE Y MATCHING
Y/N?: FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 07/19/2021

Prior Commissioner's Court approval for ICA Agenda #81499 City of Palmhurst and Agenda # 81463 City of Penitas


Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
	David Valdez	07/19/2021 09:48 AM
Form Started By: David Valdez		Started On: 07/19/2021 09:48 AM

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FILED
AT <u>10:43</u> O'CLOCK <u>A</u> M
JUL 15 2021
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS
 DEPUTY

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF HIDALGO AND CITY OF PALMHURST, TEXAS:
IMPROVEMENTS TO MAYBERRY ROAD
(3 MILE LINE – 4 MILE LINE)**

This Agreement is made on this the 13th day of July, 2021, by and between **CITY OF PALMHURST, TEXAS** hereinafter referred to as "City", and **COUNTY OF HIDALGO, TEXAS, BY AND THROUGH HIDALGO COUNTY PRECINCT 3**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act (the "Act"), Chapter 791 et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the City is a home rule 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 the located in Hidalgo County, Texas;

WHEREAS, the County is defined as a "Local Government" under the Act, and a political subdivision organized under the laws of the county in the State of Texas;

WHEREAS, the City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements to certain public roadways within their boundaries;

WHEREAS, the City 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 units of 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;

WHEREAS, the City and County desire to undertake a road improvement project, within the city limits of the City of Palmhurst; and City desire to assist one another in overlaying approximately 5220 linear feet of Mayberry Road beginning at the 3 Mile Line and ending at the 4 Mile Line, as more particularly described on **Exhibit "A"** attached hereto (the "Work", the "Project", the "Road"); See **Exhibit A-Project map**;

WHEREAS, the said project will serve a public purpose by allowing the residents that utilize Mayberry Road and the surrounding areas to improve their accessibility, safety, and health; as such, it is in the best interest of both County and City to mutually provide for the road Project.

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

1. The parties agree to cooperate in making the necessary improvements to the Road as described on **Exhibit "A"** attached hereto.
2. Prior to commencement of the Project, the City shall pay the County a lump sum amount of One Hundred Six Thousand and Twenty Dollars and Ninety-Five Cents (\$106,020.95), which represents the estimated cost of materials (emulsified oil and asphalt) necessary to complete the Project, as quoted in **Exhibit "B"**—*Estimate Amount of Material*. See **Exhibit "B"**—*Estimate Amount of Material*; also see **Exhibit A**—*Project map*.
3. The County agrees to provide all labor and equipment necessary to overlay the Road.
4. County will, to the extent reasonably possible, follow the County's standard specifications in improvements unless otherwise agreed in writing by both parties.
5. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational fiscal affairs of the parties, and will complete the Project no later than one-hundred (100) days from the execution of this Agreement.
6. City has authorized County to perform the work herein described pursuant to Tex. Trans. Code §251.012.
7. 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.
8. Upon final completion of the Project described herein, the parties agree that the County will be released of all duties imposed by this Agreement.
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 a conflict between and provisions 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 provisions or provision of the Agreement shall be modified only to the extent

necessary to bring them within the legal requirements and only during times such conflict exists.

10. **No Waiver:** No waiver by any party hereto of any breach of any provisions 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 the City 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. **INDEMNIFICATION: TO THE EXTENT ALLOWED 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.**
14. **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 City of

City of Palmhurst, Texas
Attention: Mayor
4417 N. Shary Road
Palmhurst, Texas 78573

If to County of Hidalgo: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

With copy to: Hidalgo County Precinct 3
Attention: Commissioner, Precinct 3
724 Breyfogle Rd,
Mission, TX 78574

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.

15. **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.
16. **Successors:** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.
17. **Assignments:** This Assignment shall not be assignable.
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 the Agreement by City and County have been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligations of City 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 for the paying party, as herein provided.
21. **Commitment of Current Revenues Only:** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to City. 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 County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903*: In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to City, 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 at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

22. **Term:** The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above.
23. **Termination:** Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.
24. **Liability Insurance:** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
25. **Immunities:** It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
26. **Non-Discrimination:** City and County, including subcontractors, assignees and successors in interest, ensures 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 contract/agreement. *See* Title VI of the Civil Rights Act of 1964, as amended.
27. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses can be found in the revised 2 CFR 200.

28. **Governing Provisions:** 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 revised 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
29. **Legal Construction/Severability:** 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.
30. **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 any paragraph hereof.
31. **Prior Agreements:** This Agreement supersedes and terminates all previous Interlocal Agreement(s) 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(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY OF HIDALGO, TEXAS

BY: Richard F. Cortez
Richard F. Cortez, Hidalgo County Judge



BY: Walter Guajardo, Jr.
Walter Guajardo, Jr.
Hidalgo County Clerk

APPROVED BY
COMMISSIONERS COURT
ON: 7/13/21

CITY OF PALMHURST

BY: Ramiro J. Rodriguez
7/20/2021, Mayor

ATTEST:

BY: Richard Garcia
Richard Garcia, City Secretary

Approved by the Hidalgo County Commissioner's Court on 7/13/21.

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: Amanda Diane Austin
Amanda Diane Austin,
Assistant District Attorney

APPROVED BY
COMMISSIONER'S COURT
ON: _____

[Handwritten signature]



[Handwritten signature]

1954

DATE OF DEPOSIT

[Handwritten signature]

Exhibit A

Mayberry Road
3 Mile Line to 4 Mile Line
City of Palmhurst

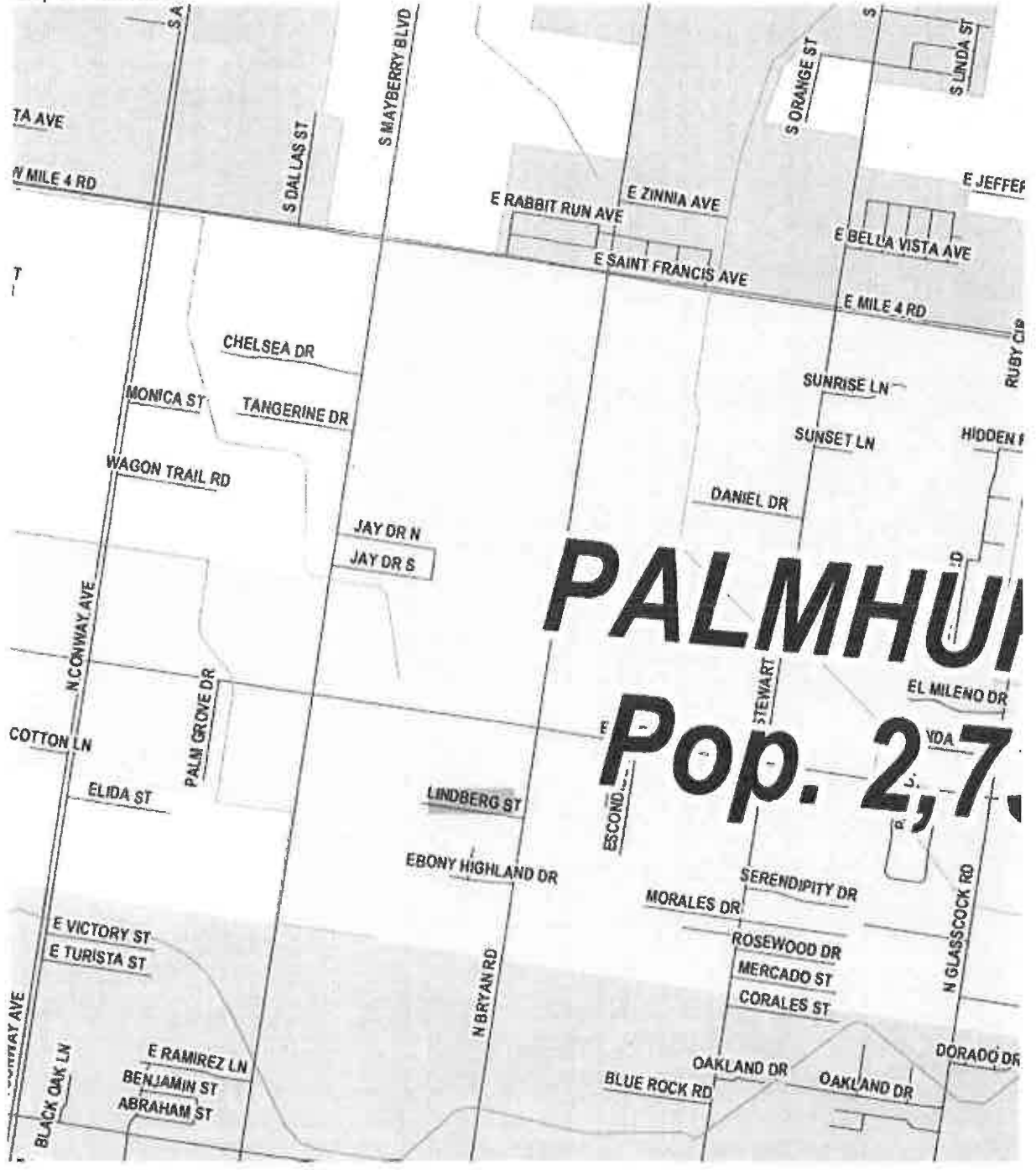


Exhibit B

**Hidalgo County Precinct 3
Project Worksheet**

Project Name: Palmhurst City Assitance
Project Location: Mayberry Road 3 to 4 Mile
Project Description: Overlay
 (New Const./Overlay/Drainage Improvement)

Vendor : Frontera Materials
Cont. #E-20-240-08-25
Expires 8-29-21

Vendor: Valley Caliche
Cont. #E-20-234-08-11
Expires 8-26-21

Length	5220			
Width	22			
Thick	1.75			
Tons	1865			1865
Contract Price			\$ 3.85	53.83
Total			\$ -	\$ 100,392.95

Ergon Asphalt
Cont. #C-19-120-09-24

Expires 10-19-20

	Price	Gallons	
1000-1999 Gallons	\$ 3.21	0	\$ -
2000-2999 Gallons	\$ 2.68	2100	\$ 5,628.00
3000-3999 Gallons	\$ 2.51		\$ -
4000-4999 Gallons	\$ 2.42		\$ -
5000 Plus Gallons	\$ 2.37		\$ -
Total SSI			\$ 5,628.00

Pavement Markings
Cont. #C-20-033-09-08

Expires 9-9-21

	Price	Amount	
4" Yellow or Wht Reflectorized Pain	\$ 0.38		\$ -
4" Yellow or Wht Thermo Plastic	\$ 0.42		\$ -
4" Reflectors Yellow or Wht	\$ 3.80		\$ -
24" Wht Paint Strip	\$ 2.70		\$ -
Thermoplastic Arrows	\$ 120.00		\$ -
6"X6" Giggie Bar File Yellow or Wht	\$ 5.40		\$ -
24" Wht Thermoplastic Stripe	\$ 8.80		\$ -
Thermoplastic Words(Only, School, etc.)	\$ 95.00		\$ -
Total Striping			\$ -

TOTAL PROJECT COST	\$ 106,020.95
---------------------------	----------------------

Project Approved By: _____