

COUNTY of HIDALGO

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



EDINBURG, TEXAS 78539

January 22, 2022

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 Penitas for improvement to Liberty Rd, in the amount of \$500,000. 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

01/25/2022
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 82ND D.C. FERNANDO MANCIAS JUDGE, 83RD D.C. J. R. "BOB" FLORES JUDGE, 136TH D.C. ROSE GUERRA REYNA JUDGE, 266TH D.C. MARLA CUELLAR JUDGE, 276TH D.C. MARIO E. RAMIREZ, JR. JUDGE, 322ND D.C. NOE GONZALEZ JUDGE, 370TH D.C. LETICIA LOPEZ JUDGE, 388TH D.C. L. KENO VASQUEZ JUDGE, 388TH D.C. ISRAEL RAMON, JR. JUDGE, 450TH D.C. BEKEE H. BETANCOURT JUDGE, 468TH D.C. JOSE "JOE" RAMIREZ JUDGE, 468TH D.C.

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CERTIFIED BY:

Maria Arcilia Duran, CPA
Hidalgo County Auditor

Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY
JUDGE, 62ND D.C.

FERNANDO MANCIAS
JUDGE, 63RD D.C.

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

ROSE GUERRA REYNA
JUDGE, 208TH D.C.

MARLA CUELLAR
JUDGE, 278TH D.C.

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

KOE GONZALEZ
JUDGE, 378TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

L. KENO VASQUEZ
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

RENEE R. BETANCOURT
JUDGE, 440TH D.C.

JOSE "JOE" RAMIREZ
JUDGE, 484TH D.C.

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

Date: Friday, January 21, 2022

Subject: Certification of Revenues – Pct.3 ICA City of Penitas-Liberty Rd.

CC: Linda Fong, First Assistant Auditor
Deborah Fischer, Director of Accounting Division
Norma Ceballos, Executive Assistant III
Patricia Ramos, Budget Analyst

On behalf of Pct. 3, please let this memo serve as a request for a Certification of Revenues letter from your office in reference to Liberty Road project received from City of Penitas in the amount of \$500,000.00

Monies were receipted under account #1-1315-126-30-123-128-0-000 HIDALGO CO PCT 3 - CITY OF PENITAS (Receipt# 261656).

Appropriation is scheduled for next week's agenda (AI-84342).

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: January 25, 2022

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for

ACCOUNT NUMBER: 0-1301-452-00-124-124-0-7X0

Contact Person: Patricia Ramos Ph#: (956) 292-7025 ext. 5416

2022

Appropriation

AI-84342

TXDOT-Pct3 Liberty Blv (US83-M3)



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
2-1315-431-00-123-128-0- 841	TXDOT-PCT3 LIBERTY BLV (US83-M3)- GOVT AID	500,000.00
2-1315-337-00-123-128-0- 000	TXDOT PRJ-FED-LIBERTY BLV (US83-M3)	500,000.00
TOTAL BUDGET INCREASE (DECREASE)		500,000.00

REASON: Appropriation of funds for operation expenditures for Pct3 City of Penitas ICA-Liberty Rd project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____ / ____ / ____
DATE

ATTEST COUNTY CLERK

AI-84342

**Budget and Management 22. E. 1.
Budget Appropriations**

CC REGULAR AGENDA REGULAR MTG

Meeting Date: 01/25/2022

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

CAPTION

TXDOT Pct3 Liberty Blv (US83-M3) (1315):

Requesting approval of certification of revenues by the County Auditor in the amount of \$500,000.00 received from City of Peñitas and appropriation of the same.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2022

ACCT. #: 2-1315-431-00-123-128-0-841

FUNDS AVAILABLE Y/N?: Y/Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available pending certification by the Auditor's Office.

Attachments

Request COR
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/21/2022 03:37 PM
Final Approval	Monica Salinas	01/22/2022 11:02 AM
Form Started By: Patricia Ramos		Started On: 01/21/2022 02:30 PM
Final Approval Date: 01/22/2022		



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

Receipt No: 261656

Received From: HIDALGO CO PCT 3 - CITY OF PENITAS

Date 09/15/21

1	1785	ICA PORTION - REF C.C. AI-82119 08/24/21	500,000.00
		1-1315-126-30-123-128-0-000	

Total: 500,000.00

Check Total	500,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00



COMMISSIONER
Everardo "Ever" Villarreal

MEMORANDUM

TO: Ms. Lita Leo, Treasurer
Hidalgo County

FROM: Everardo Villarreal, Commissioner
Hidalgo County Precinct 3

DATE: September 14, 2021

REF: Check from the City of Penitas

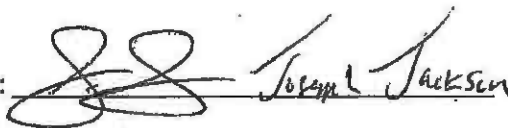
The enclosed check in the amount \$500,000.00 is for the City's portion of the ICA approved by Hidalgo County Commissioners' Court on August 24, 2021(AI-82119).

Please credit the following account.

1-1315-126-30-123-128-0-000 TXDOT-DUFER PENITAS LIBERTY (US-M3)SEC1

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

Check received by:


Joseph L. Jackson

Date:

9/15/21

City of Penitas

PO Box 204
Penitas, TX 78576
(956)581-3345



**Lone Star
National Bank**

www.lonestarnationalbank.com
88-1168/1149

9/14/2021

PAY TO THE ORDER OF **Hidalgo County**

\$ ****500,000.00**

Five Hundred Thousand and 00/100*****

DOLLARS

Hidalgo County

AUTHORIZED SIGNATURE

MEMO **Liberty Road Section I**

⑈001785⑈ ⑆114911687⑆ 1020369086⑈

General Fund

Hidalgo County

Date Type Reference
9/14/2021 Bill CSJ#0921-02-194

Original Amt.
500,000.00

Balance Due
500,000.00

9/14/2021

Discount

Payment

500,000.00

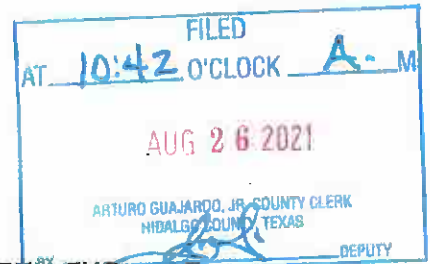
Check Amount

500,000.00

LSNB - General Fund Liberty Road Section I

500,000.00

Security features. Details on back.



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF HIDALGO AND CITY OF PEÑITAS, TEXAS
CONCERNING CERTAIN IMPROVEMENTS TO
LIBERTY ROAD FROM US83 TO MILE 3**

THIS agreement is made on this the 24th day of August 2021 by and between the CITY OF PEÑITAS, TEXAS, hereinafter referred to as the "CITY" and the COUNTY OF HIDALGO, Texas 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 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, Texas; and

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

WHEREAS, the City and County desire to cooperate in making needed transportation improvements to Liberty Road from US83 to Mile 3 as outlined in Exhibit A (the "Project"); and

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; and

WHEREAS, the City and County desire to jointly undertake road reconstruction and improvements for the Project of Liberty Road from US 83 to Mile 3; and

WHEREAS, the County finds the Project of Liberty Road from US 83 to Mile 3 is a major public thoroughfare that serves as a connecting link of the County road system and such improvements and reconstruction are in the public interest of the City and County; and

WHEREAS, the City and County agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of adding capacity for increased safety; and

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract with each other and with agencies of the state, 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; and

WHEREAS, the County will be the fiduciary agent for this project and assume the role of project development lead; and

WHEREAS, the City and County desires to proceed and complete Phase II & III of the road as outlined below;

- Phase II: ROW Map, Surveys and PS&E
- Phase III: ROW Acquisition and Construction Oversight; and

WHEREAS, the City and County will cooperatively seek to fund the construction and right of way ("ROW") costs of this Project through the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and TxDOT; and

WHEREAS, the City desires to cooperate by agreeing that the grant identified in Exhibit B and B-1 (the "Grant") be utilized for the project costs associated with the ROW land costs, compensable utility costs and any remaining funds be designated for the construction of this Project; and **WHEREAS**, the City agrees that County will assume the role of project sponsor to develop the Phase II and III of the project, which includes the ROW Map, Surveys, PS&E, ROW Acquisition and Construction Oversight for Liberty Road from US83 to Mile 3 within the City limits.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County shall complete Phase II and III of the project development, which includes the ROW Map, Surveys, PS&E, ROW Acquisition and Construction Oversight services more particularly described in that portion of Exhibit C attached hereto and incorporated by reference for all purposes that relates to said Phase II and III.
2. The total remaining project development activities required to be completed by the County in order to receive bids is estimated to cost \$800,000, which will be the responsibility of the City. This amount is to be submitted by the City to the County upon execution of this agreement.
3. Construction cost overruns, above and beyond the available Federal and State funds of \$9,448,858.00 (currently estimated to be \$1,044,000.00) either at the time of construction award to the successful low bidder or during the construction project will be the responsibility of the City. These overrun funds shall be submitted to the County within 30 days of County providing written notification of same.
4. County finds no proceeds of bonds issued or taxes levied pursuant to article III, Section 52(b) or (c) of the Texas Constitution shall be used for the Project.
5. The City shall commit the \$560,000.00 of Federal Grant funds awarded towards the project costs associated with the Right-of-Way Land costs, Compensable Utility costs and any remaining funds be designated for the construction of this project.
6. 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.
7. 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. 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.
9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the CITY and County, and not otherwise.
10. 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.
11. Notice: Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Peñitas
Attention: Hon. Rodrigo "Rigo" Mayor
1111 S. Main Street
Peñitas, Texas 78576

If to County: Hidalgo County, Texas
Attention: Hon. Richard F. Cortez, County Judge 100 E
Cano St., Second Floor
Edinburg, Texas 78539

With copy to: Hon. Everardo "Ever" Villareal, Commissioner Pct. #3
724 N. Breyfogle
Mission, Texas 78572

12. 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.

13. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to other.
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 the 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 as often as may be appropriate.
19. Authority to Execute. The execution and performance of this Agreement by the City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.
20. Governmental Purpose. Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
21. 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 Company. 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 Company, County agrees, however, to use a best efforts 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. Nondiscrimination. Company, 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. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

23. 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 were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY OF HIDALGO

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

ATTEST:

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



APPROVED BY
COMMISSIONERS COURT
ON: 8-24-21 MM

CITY OF PEÑITAS

BY: Rodrigo Lopez
Rodrigo "Rigo" Lopez, Mayor

ATTEST:

Yenni Espinoza
City Secretary, YENNI ESPINOZA



APPROVED AS TO FORM:

Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

BY: Ricardo Rodriguez, Jr.
Assistant District Attorney

APPROVED BY
COMMISSIONERS COURT
ON: 12-14-10



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

FILED
AT 10:42 O'CLOCK A M
AUG 26 2021
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY: [Signature] DEPUTY

**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 regarding certain road improvements to Liberty Road from US83 to Mile 3, a section which is in part within the city limits of Penitas and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Penitas, Texas, and Hidalgo County.

By vote on Aug. 24 2021, the Hidalgo County Commissioners Court has approved the Project identified above.

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

ATTEST:

[Signature]
Arturo Guajardo, Jr. Hidalgo County Clerk



APPROVED BY
COMMISSIONERS COURT
ON: 8-24-21 MM

APPROVED AS TO FORM:

Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

BY: [Signature]
Assistant District Attorney

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

From: Amanda Austin <amanda.austin@da.co.hidalgo.tx.us>

Date: Mon, Aug 23, 2021 at 11:41 AM

Subject: In Re: ICA for Liberty Blvd.

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

Cc: Victor Garza <victor.garza@da.co.hidalgo.tx.us>, Martin Garza <martin.garza@co.hidalgo.tx.us>, Amanda Austin <amanda.austin@da.co.hidalgo.t

Good morning,


Please find the attached and approved as to form Interlocal Cooperation Agreement between the County of Hidalgo and City of Pefitas, Concerning Liberty Road from US 83 to Mile 3.

Respectfully,



Amanda D. Austin
Assistant District Attorney
Pronouns: she, her, hers
Office of the Criminal District Attorney, Civil Litgation Division
Hidalgo County, Texas
100 E. Cano
Edinburg, Texas 78539
(o) 956.292.7609
amanda.austin@da.co.hidalgo.tx.us

THE INFORMATION CONTAINED IN THIS EMAIL MAY BE SUBJECT TO 1. ATTORNEY-CLIENT PRIVILEGE; 2. ATTORNEY WORK PRODUCT; AND/OR 3. CONFIDENTIAL. IT IS
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IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY EMAIL TO AMANDA.AUSTIN@DA.CO.HIDALGO.TX.US.
COMMUNICATION.

 ICA. City of Penitas.County Liberty Road. US 83-Mile 3.DOCX
38K