

CITY OF LA VILLA  
BOARD OF ALDERMEN  
EMERGENCY MEETING MINUTES  
THURSDAY, NOVEMBER 13, 2008

NOV 18 2008

THE BOARD OF ALDERMEN OF THE CITY OF LA VILLA, TEXAS MET IN EMERGENCY SESSION ON THURSDAY, NOVEMBER 13, 2008 AT 6:00 P.M. AT LA VILLA CITY HALL LOCATED AT 916 S. MIKE CHAPA, BLVD., LA VILLA, TEXAS. THE FOLLOWING ARE THE MINUTES OF THAT MEETING.

ITEM 1. CALL MEETING TO ORDER

THERE BEING A QUORUM, MAYOR HECTOR ELIZONDO CALLED THE MEETING TO ORDER AT 6:02 P.M.

ITEM 2. ROLL CALL

MAYOR ELIZONDO CONDUCTED ROLL CALL. THE FOLLOWING MEMBERS WERE PRESENT:

PRESENT: HECTOR ELIZONDO, MAYOR  
EDWARD GARCIA, MAYOR PRO-TEM  
VICTOR GARCIA, ALDERMAN  
MARIO LOPEZ, ALDERMAN

ABSENT: MARCO ROMERO, ALDERMAN  
JUAN M. CASTRO, ALDERMAN

STAFF: WILFREDO MATA, CITY ADMINISTRATOR  
LUPITA SUAREZ, CITY SECRETARY

ITEM 3. DISCUSSION AND APPROPRIATE ACTION ON INTERLOCAL AGREEMENT WITH HIDALGO COUNTY PCT. 1 FOR YEAR 21

MR. MATA PRESENTED THE BOARD WITH A COPY OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF LA VILLA AND HIDALGO COUNTY PCT.1. MR. MATA EXPLAINED TO THE BOARD WHY AND FOR WHAT THE MONIES WERE GOING TO BE USED. AT THIS TIME, MR. MATA RECOMMENDED TO ACCEPT THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND PCT. 1. AFTER A BRIEF DISCUSSION, ALDERMAN VICTOR GARCIA MOVED AND WAS SECONDED BY MAYOR PRO-TEM EDWARD GARCIA TO APPROVE THE INTELOCAL AGREEMENT WITH UCP FOR YEAR 21. ALL IN FAVOR, MOTION CARRIED.

ITEM 5. DISCUSSION AND APPROPRIATE ACTION ON INTELOCAL AGREEMENT WITH CITY OF ELSA – DISPATCH SERVICES

MR. MATA PRESENTED TO THE BOARD A COPY OF THE INTERLOCAL AGREEMENT WITH CITY OF ELSA FOR DISPATCH SERVICES. MR. MATA EXPLAINED TO THE BOARD THE CHANGES FROM THE ORIGINAL INTERLOCAL AGREEMENT TO THE ONE PRESETED TO THE BOARD. AFTER A BRIEF DISCUSSION, MAYOR PRO-TEM EDWARD GARCIA MOVED AND WAS SECONDED BY ALDERMAN MARIO LOPEZ TO APPROVE

Mayor  
**Hector Elizondo**  
Mayor Pro-Term  
**Edward Garcia**  
City Administrator  
**Wilfredo Mata**



Aldermen  
**Juan M. Castro**  
Aldermen  
**Victor Garcia**  
Aldermen  
**Mario Lopez**  
Aldermen  
**Marco Romero**

November 18, 2008

Hon. Commissioner Sylvia Handy  
Hidalgo County – Pct. 1  
1902 Joe Stephens Ave.  
Weslaco, Texas 78596

Ref: Funding Request

Dear Ms. Handy:

Attached is a copy of signed Interlocal Agreements between the City of La Villa and the Hidalgo County Commissioners-request for funding for the Urban County Year 21. Please process accordantly and please do not hesitate to contact me at the number below if you have need for additional information in regards to this request.

Thank you for your attention to this matter.

Sincerely,

Wilfredo Mata  
City Manager

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

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

This Agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **CITY OF LA VILLA, TEXAS**, hereinafter referred to as "La Villa" and the **COUNTY OF HIDALGO PRECINCT NO. 1, TEXAS**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, La Villa is a General Law Municipality located in Hidalgo County, Texas; and

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

**WHEREAS**, The County desires to contribute Community Development Block Grant ("CDBG") funds from Year 21 (2008) Water/Sewer Improvements, for the City of La Villa Water Treatment Plant, including but not limited to the installation of water valves, upgrading the water tower radio controller, turbidity meter and sensors, at the water plant as described in Exhibit "A";

**WHEREAS**, County agrees it is in its best interest to provide such contribution to La Villa as described herein;

**WHEREAS**, La Villa 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;

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

1. **County agrees to** contribute CDBG funds to La Villa in an amount not to exceed One Hundred Thousand Dollars and No Cents (\$100,000.00) from the Urban County –Precinct No. 1 Year 21(2008) Water Improvement line item.
2. **County shall** be responsible for the project completion as listed on "Exhibit A".
3. **Following** the purchase as described in Exhibit "A", the parties agree that the County will be released of any and all duties imposed by this Agreement the funds

will be used for the project as outlined in Exhibit B;

4. 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.
5. **Conflict with 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 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 necessary to bring them within the legal requirements and during the times such conflict exists.
6. **No Waiver.** No waiver by any party hereto 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 thereof.
7. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party 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 Edcouch and County, and not otherwise.
8. **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.
9. **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 addressed to the parties at the addressed set forth below, or (ii) at such other address as may have been theretofore specified by written notice delivered in accordance herewith:

If to La Villa:	City of La Villa Attention: Mayor Hector Elizondo P.O. Box 60 La Villa, Texas 78562
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If to County: Hidalgo County, Texas  
Attention: Juan D. Salinas III, County Judge  
100 East Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78540-0758

With copy to: Sylvia Handy, Commissioner, Precinct No. 1  
1902 Joe Stephens Avenue,  
Weslaco, Texas 78596

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.

10. **Additional Documents.** The Parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
11. **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.
12. **Assignment.** This Agreement shall not be assignable.
13. **Headings.** 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.
14. **Gender and Number.** 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.
15. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms
16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.

**17. 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, that 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 provision of Tex. Loc. Govt. Code Ann. §271.903.

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

**CITY OF LA VILLA**

\_\_\_\_\_  
Hector Elizondo, Mayor

**ATTEST: (City Seal)**

\_\_\_\_\_  
Lupita Suarez, City Secretary

**HIDALGO COUNTY**

**ATTEST: (Seal)**

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

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

BY: \_\_\_\_\_  
Stephen L. Crain

**Exhibit "A"**  
**Description of Activity**

Purchase and installation of water valves, upgrading the water tower radio controller, turbidity meter and sensors, at the water plant as required to meet TECQ requirements.

**Exhibit "B"**  
**Budget**

Contribution of funds not to exceed \$100,000.00 will be utilized from Urban County Year 21 (2008) Urban County Program-Hidalgo County Precinct No. 1 funds.