

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

September 2, 2010

The Honorable Rene A. Ramirez, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, 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, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following revenues received from the City of La Joya pursuant to an interlocal agreement approved by Commissioners Court on June 8, 2010. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
\$99,187.20	Bentsen Palm Dr. Project

CERTIFIED BY:

Raymundo Eufrazio, CPA
Hidalgo County Auditor

9/3/10

Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 12 TH D.C.	RODOLFO DELGADO JUDGE, 15 TH D.C.	J. R. "BOULY" FLORES JUDGE, 13 TH D.C.	ROSE GUERRA REYNA JUDGE, 20 TH D.C.	JUAN R. PARTIDA JUDGE, 17 TH D.C.	ISRAEL E. RAMIREZ, JR. JUDGE, 33 RD D.C.	NOE GONZALEZ JUDGE, 17 TH D.C. OVERSEER	LETICIA LOPEZ JUDGE, 32 ND D.C.	AIDA SALINAS FLORES JUDGE, 34 TH D.C.	ISRAEL RAMON, JR. JUDGE, 42 ND D.C.	JESSE CONTRERAS JUDGE, 45 TH D.C.
---	---	--	---	---	--	--	---	---	---	---

Linda Fong

From: Perla Lopez [perla.lopez@co.hidalgo.tx.us]
Sent: Thursday, September 02, 2010 3:19 PM
To: linda.fong@auditor.co.hidalgo.tx.us
Cc: sergio.cruz@co.hidalgo.tx.us
Subject: Request: Certification of Revenue
Attachments: Receipt - La Joya ISD (Bentsen Palm Dr. Project).pdf

Ms. Fong,

Good afternoon. I am in the process of creating an agenda item to appropriate funds received from La Joya ISD in the amount of \$99,187.20 for an interlocal agreement between Pct. #3 and La Joya ISD. Could you please provide me with a Certification of Revenues for this amount? The account numbers are 0-1339-223-00-000-000-0-000 & 0-1339-337-00-123-001-0-000 (Receipt No. 140045). Please contact me should you have any questions or concerns. Have a great afternoon.

Thank You,

Perla A. Lopez

Planning Analyst I

Hidalgo County – Budget & Management

Strategic Planning Division

2818 S. Business Hwy. 281

Edinburg, TX 78539

Phone (956) 292-7025 ext. 5419

Fax (956) 292-7035

perla.lopez@co.hidalgo.tx.us

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 140045

Received From: LA JOYA ISD PCT 3 08/19/10

Date 08/20/10

1 10115219 PCT.3 INV.# 060810 PROPOSAL 0-1339-126-30-000-000-0-000 99,187.20

Total: 99,187.20

Check Total 99,187.20
Cash Total .00
Credit Total .00
Other Total .00

19. Precinct #2 - Comm. Palacios: (Exhibit Y)

A. AI-21434 Appointment of member to the Hidalgo County Housing Authority Board

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval to reappoint Alberto "Bob" Trevino.

20. Precinct #3 - Comm. Flores: (Exhibit Z)

A. AI-21472 Discussion, consideration and approval of an Interlocal Cooperation Agreement between the County of Hidalgo and La Joya ISD regarding Bentsen Palm Drive.

On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

21. Precinct #4 - Comm. Garza: (Exhibit AA)

A. AI-21523 Discussion, consideration, and approval of an amendment to Guidelines and Criteria for Granting Tax Abatements in Hidalgo County under Chapter 312 of the Texas Tax Code.

Erika Reyna advised the Court that Legal Counsel drafted the amendments to the Guidelines and that the only change was to clarify the permits issue.

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

22. Budget & Management - Raul Silguero Jr.: (Exhibit BB)

A. AI-21533 General Fund Budget:

1. Report on 2009 General Fund Budget - Year End

Raul Silguero advised the Court that he foresees the County to be about 5-7 million dollars short for year 2011.

Commissioner Flores asked where the funding would come from and whether it was from raising taxes or cutting salaries by 5% across the Board..

Commissioner Palacios recommended doing an assessment on the individual departments.

Raul advised the Court that the County is mandated (non-funded mandate) to take care of Indigent Defense.

NO ACTION taken on this item.

2. Report on 2010 General Fund Budget-Year to date

Presentation by Raul Silguero. NO ACTION taken on this item.

B. AI-21529 1. Discussion, consideration, and approval of the Hidalgo County Classification and Compensation Plan - Phase II.

2. Approval of the revised Salary Schedules for Phase II Offices (effective 06/21/2010).

Raul Silguero advised the Court that the Rene Guerra, District Attorney, needed more time to review the positions and asked that this be brought back at a later date.

NO ACTION taken on items 22.B.1 & 2.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO
AND LA JOYA INDEPENDENT SCHOOL DISTRICT**

This AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTY OF HIDALGO, TEXAS and the LA JOYA INDEPENDENT SCHOOL DISTRICT (the "Amendment"), effective the 16th day of July 2010, is made between the County of Hidalgo and La Joya Independent School District (the "District") pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about June 8, 2010 Hidalgo County (the "County") executed an Interlocal Cooperation Agreement ("Interlocal Agreement") which was to be approved and executed by the District in which the parties would agree to collectively make drainage improvements in the vicinity of Bentsen Palm Drive;

WHEREAS, the Interlocal Agreement misidentified the parties' respective responsibilities and the project description;

WHEREAS, due to these mistakes the County now desires to amend and restate the Interlocal Agreement as hereinafter provided; and

WHEREAS, the District, although not executing the Interlocal Agreement desires to execute this Amended and Restated Interlocal Agreement;

NOW THEREFORE, for and in consideration of the tasks performed by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this Amended and Restated Agreement, the County and District hereby agree to the following:

WHEREAS, County is a political subdivision created by the laws of Texas;

WHEREAS, District is a school district created by the laws of Texas;

WHEREAS, County and District, each pursuant to its statutory and constitutional authority, are responsible for drainage improvements within their boundaries;

WHEREAS, County and District desire to jointly undertake a drainage improvement project along Bentsen Palm Drive located in the County's jurisdiction in order to drain an existing detention pond located on the west end of Palmview High School as is more

particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, the parties have determined it is in their respective best interest to perform the work described herein;

WHEREAS, County and District 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, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County shall be responsible for installing a drainage system along Bentsen Palm Drive from the Mission Lateral Drainage Ditch to Lobo Drive (the "Drainage Improvements") as is more particularly described in Exhibit "A".
2. The District agrees to reimburse County an amount of Ninety Nine Thousand One Hundred and Eighty Seven Dollars and 20th/100ths (\$99,187.20) toward the cost of constructing the Drainage Improvements within thirty (30) days of receipt of invoice from County by District.
3. County shall be responsible for all other costs associated with the Drainage Improvements.
4. The parties further agree that upon completion of the Drainage Improvements the County shall be responsible for the maintenance and operation of the Drainage Improvements so long as such Drainage Improvements remain within the County's jurisdiction.
5. 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.
6. The District and County shall coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will use their best efforts to complete the drainage Improvements no later than six (6) months from the execution of this Agreement.
7. **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 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 later 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 legal requirements and only during the times 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 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 District 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 obligations 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 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 County: County of Hidalgo
 Attention: County Judge Rene A. Ramirez
 P.O. Box 758
 Edinburg, Texas 78540-0758

If to District: La Joya Independent School District
 Attention: Alda T. Benavidez, Superintendent
 201 E. Expressway 83
 La Joya, Texas 78560

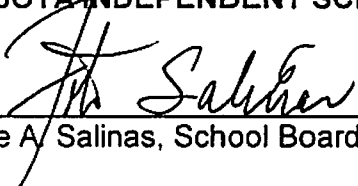
Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

12. **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.
13. **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.
14. **Assignment.** This Agreement shall not be assignable.
15. **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 paragraph hereof.
16. **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.
17. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
18. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as provided.
19. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
20. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

21. The approval of this Interlocal Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "B" attached hereto.

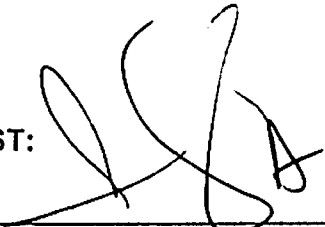
WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

LA JOYA INDEPENDENT SCHOOL DISTRICT



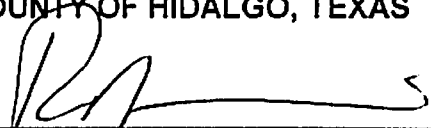
Jose A. Salinas, School Board President

ATTEST:



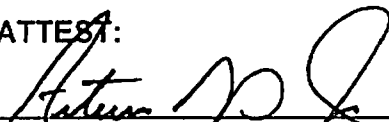
Arnoldo Ochoa, School Board Secretary

COUNTY OF HIDALGO, TEXAS



Rene A. Ramirez, County Judge

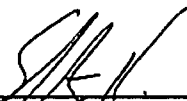
ATTEST:



Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: 

Stephen L. Crain

EXHIBIT "B"

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

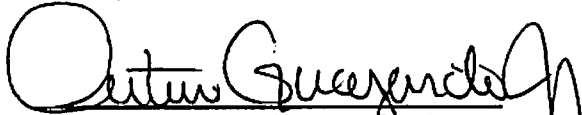

**APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to make drainage improvements along Bentsen Palm Drive located in within the County in the vicinity of Palmview High School (the "Project") through an Interlocal Cooperation Agreement to be entered into with La Joya Independent School District.

By vote on June 8, 2010, the Hidalgo County Commissioners Court has approved the Project identified above.


By: Rene Ramirez, County Judge

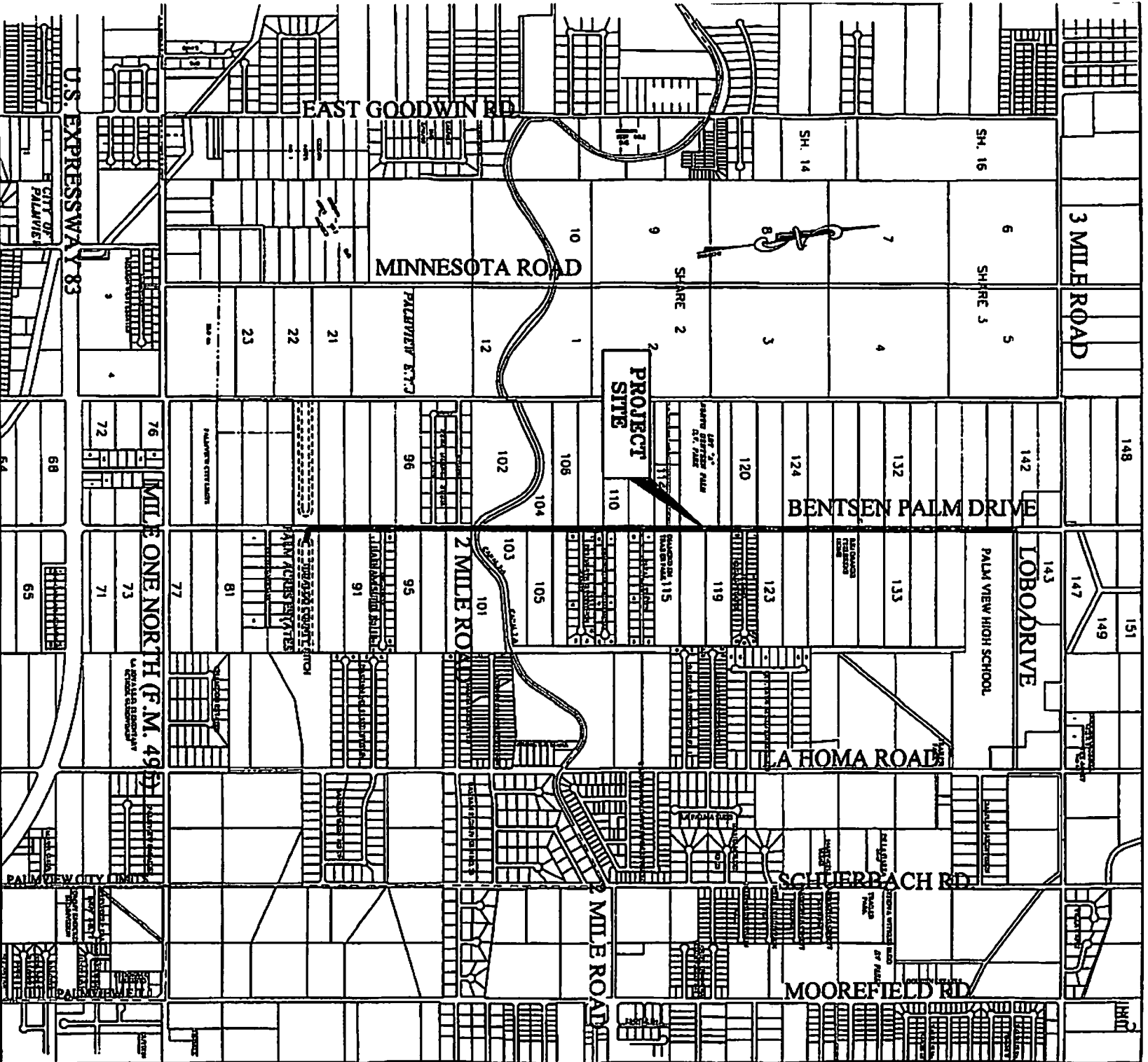
ATTEST:


Arturo Guajardo, County Clerk 

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 
Stephen L. Crain



**BENTSEN PALM DRIVE
DRAINAGE OUTFALL IMPROVEMENTS**

HIDALGO COUNTY PRECINCT 3