

# HIDALGO COUNTY texas

Hidalgo County  
Dept. of Budget & Management  
2818 S. Bus. Hwy. 281  
Edinburg, TX 78539  
Phone:(956)292-7025  
Fax:(956)292-7035




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## MEMORANDUM

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**To:** Raymundo Eufrazio, CPA, County Auditor

**From:** Sergio Cruz, Budget Officer 

**Date:** Tuesday, August 14, 2013

**Subject:** Certification of Revenues

**Cc:** Linda Fong, 1<sup>st</sup> Assistant County Auditor  
Marcos Lopez, Chief Administrator Precinct No.4

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Please let this memo serve as request of certification of revenues for services provided by Precinct No.4 to Drainage District No.1 as per ICA (AI-28760 09/27/11). Revenues have been received in the amount of \$92,131.88 and are recorded in account(s):

3-1200-360-00-124-000-0-000      \$92,131.88

These revenues will be appropriated in the next Commissioner's Court meeting following the Certification of Revenues.

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



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

Receipt No: 167116

Received From: DD#1 TO PCT 4 WASTE WATER PH II REIMB.

Date 08/01/13

1	000015131	WASTE WATER TREATMNT PLANT PH II J-02	3-1200-360-00-124-000-0-000	19,677.82
2	000015131	WASTE WATER TREATMNT PLANT PH II J-02	3-1200-360-00-124-000-0-000	33,519.06
3	000015131	WASTE WATER TREATMNT EFFLUENT LINE	3-1200-360-00-124-000-0-000	38,935.00

**Total:** 92,131.88

Check Total	92,131.88
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-28760

6.

**DRAINAGE DISTRICT**

**Meeting Date:** 09/27/2011

Submitted By: Claudette Guerrero, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

**Information**

**CAPTION**

Request approval of Interlocal Cooperation Agreement between Hidalgo County (Pct. 4) and Hidalgo County Drainage District No. 1 to cooperate in the improvements of City of Edinburg's Wastewater Treatment Plant Effluent Line and the upgrading of several crossings.

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR:	ACCOUNT #:
FUNDS AVAILABLE? Y/N:	MATCHING FUNDS? Y/N:

**BUDGETARY IMPACT:**

Precinct #4 will provide labor & equipment.

**Attachments**

Wastewater Treatment Plant

Wastewater Treatment Plant

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/22/2011 08:37 AM
Perla Lopez	Perla Lopez	09/22/2011 09:21 AM
Final Approval	Angela Garcia	09/22/2011 02:23 PM
Form Started By: Claudette Guerrero		Started On: 09/21/2011 04:14 PM
Final Approval Date: 09/22/2011		

STATE OF TEXAS           §

COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN HIDALGO COUNTY, TEXAS AND  
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

This Agreement is made on this 21 day of Sept., 2011, by and between the Hidalgo County, Texas acting by and through Hidalgo County Precinct 4 hereinafter referred to as "County" and the Hidalgo County Drainage District No. 1 hereinafter referred to as "District" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, the City of Edinburg is engaging in a project referred to as the WASTEWATER TREATMENT PLANT EFFULENT LINE, which consists of re-routing the effluent line from the north side of Edinburg's Wastewater Treatment Plant located on North M Road, Edinburg, Texas to the District's Monte Cristo ditch at 17½ North Road (the "Line") and upgrading crossings on Rogers Road, field crossing, Cesar Chavez Road, Alamo Road, Terry Road and Tower Road (the "Crossings") the Line and the Crossings sometimes referred to as the Project.

**WHEREAS**, District has entered that certain Interlocal Agreement with City of Edinburg dated August 2<sup>nd</sup>, 2011 to provide the City of Edinburg all costs and expenses for engineering, surveying, acquisition of easements and construction of the Line;

**WHEREAS**, County has agreed to cooperate in the improvements by providing to District at County's cost the equipment and labor necessary to District for construction of the Project; and

**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 agrees to provide District for the construction of the Project the equipment and manpower at the current hourly rates for individuals required to complete the work for the construction of the Project. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate for its equipment and the current rate of its employees. Any request for use by District of County equipment

and labor shall be subject to the approval of Commissioner of Precinct 4 determining that such equipment and labor are not retained by the Commissioner for the times requested by the District.

2. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate of its employees and District agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County.
3. County agrees to provide manpower and equipment necessary to complete construction of the Project more particularly illustrated in Exhibit B as per District's engineer's details and specifications, and shall complete the Project within six (6) months after receiving a notice to proceed from District.
4. District agrees to reimburse County all costs and expenses incurred related to the Project within thirty (30) days of receipt of invoices from County by District.
5. The parties agree that any additional costs associated or incurred with the Work shall be the responsibility of the District in its entirety.
6. Upon a change in price for manpower for County employees, or equipment, the County shall notify the District within ten (10) working days.
7. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
8. **Hold Harmless Clause.** The parties agree to the extent allowed by law to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.
9. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.
10. **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 hereof.

11. **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 representation 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.

12. **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.

13. **Notice.** 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 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  
Pct. #4 Commissioner Joseph Palacios  
1501 N. Doolittle Rd.  
Edinburg, Texas 78542

If to District: Hidalgo County Drainage District No. 1  
Attention: Godfrey Garza, Jr.  
902 N. Doolittle Road  
Edinburg, Texas 78539

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 inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. **Assignment.** This Agreement shall not be assignable.

18. **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 of paragraph hereof.

19. **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.

20. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

21. **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 herein provided

22. **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 thirty (30) 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.

23. **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 been 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.

24. The approval of this Interlocal Cooperation Agreement by County in accordance with Texas Government Code 791.014 is evidenced by the exhibit attached hereto as Exhibit "A".

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

[SIGNATURE PAGE TO FOLLOW]

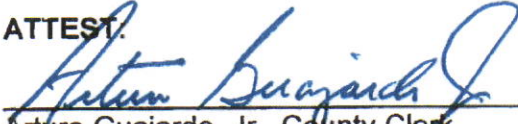
HIDALGO COUNTY DRAINAGE DISTRICT  
NO. 1

By:   
Godfrey Garza, Manager

COUNTY OF HIDALGO

  
Ramon Garcia, County Judge


ATTEST.

  
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

  
By: Stephen L. Crain

APPROVED BY HIDALGO  
COUNTY DRAINAGE DISTRICT  
NO. 1 BOARD OF DIRECTORS  
ON: 9/27/11 

STATE OF TEXAS        §  
COUNTY OF HIDALGO   §

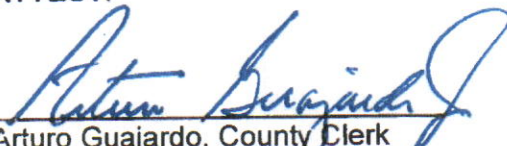
**EXHIBIT "A"**  
**APPROVAL OF**  
**INTERLOCAL COOPERATION AGREEMENT**  
**PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Precinct 4, has been advised of a proposed project to provide Hidalgo County Drainage District No. 1 at County's cost the equipment necessary and labor to District for construction of the Line (collectively the "Project"); through an Interlocal Cooperation Agreement to be entered into with the Hidalgo County and Hidalgo County Drainage District No. 1.

By vote on \_\_\_\_\_, 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

By:   
Ramon Garcia, County Judge

**ATTEST:**

  
Arturo Guajardo, County Clerk

APPROVED BY HIDALGO  
COUNTY DRAINAGE DISTRICT  
NO. 1 BOARD OF DIRECTORS  
ON: 9/21/11

**APPROVED AS TO FORM:**

ATLAS & HALL, L.L.P.

By:   
Stephen L. Crain