

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

October 16, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, 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 may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

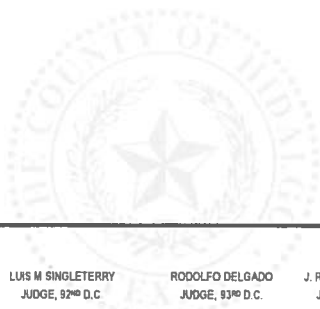
I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contract between Hidalgo County and the Drainage District No. 1 for the Effluent Line Project in the amounts of \$106,045.23 and \$24,066.50. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufrazio, CPA
Hidalgo County Auditor

10-16-15

Date



HIDALGO COUNTY DISTRICT JUDGES

LUIS M SINGLETERRY
JUDGE, 92ND D.C

RODOLFO DELGADO
JUDGE, 93RD D.C

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

ROSE GUERRA REYNA
JUDGE, 206TH D.C

JUAN R. PARTIDA
JUDGE, 275TH D.C

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

NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C

AIDA SALINAS FLORES
JUDGE, 398TH D.C

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

JESSE CONTRERAS
JUDGE, 449TH D.C

AI-51842

Precinct #4 9. A.

CC - REGULAR

Meeting Date: 10/21/2015Submitted For: Joseph Palacios, COMM. PCT. #4Submitted By: Veronica Lopez, COMM. PCT. #4Department: COMM. PCT. #4InformationCAPTION

Pct. 4 Rd. Maint. (1200):

1. Approval of Certification of Revenues as certified by the County Auditor for Pct. 4 Misc. Reimbursements - Effluent Line Project.
2. Approval of 2015 appropriation of funds for Pct 4 in the amount of \$106,045.23 and \$24,066.50.

BACKGROUNDFiscal ImpactFISCAL YEAR: 2015ACCT. #: 5-1200-431-00-124-007-0-890FUNDS AVAILABLE Y/N?: YesMATCHING FUNDS Y/N?:BUDGETARY IMPACT:

Appropriation of funds in the amount of \$106,045.23 and \$24,066.50 for Pct. 4 Rd. Maintenance.

5-1200-360-00-124-000-0-000

Revenue account: 5-1200-341-50-124-003-0-000

Receipt# 191545 & 191546

AttachmentsEffluent Line51842Memo to AuditorsForm Review

<u>Inbox</u>	<u>Reviewed By</u>	<u>Date</u>
Budget & Management	Veronica Ortiz	10/16/2015 11:08 AM
Manuel Chapa	Manuel Chapa	10/16/2015 03:50 PM
Purchasing Department	Monica Badillo	10/16/2015 04:53 PM
Form Started By: Veronica Lopez		Started On: 10/15/2015 02:47 PM
Final Approval Date: 10/16/2015		

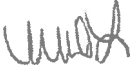


County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

To: Ray Eufrazio, CPA, County Auditor

From: Hidalgo County Pct. #4 

Date: Thursday, October 15, 2015

Subject: Pct. 4 Misc. Reimbursement-Effluent Line Project

CC: Linda Fong, 1st Assistant County Auditor
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to the Pct. #4 Misc. Reimbursement-Effluent Line Project for PP 18-PP26 of 2014 and PP1-PP4 of 2015.

The total amount requested is \$130,111.73.

The Agenda Item to approve the Certificate of Revenues is AI- 51842 for CC 10/21/15.

Thank you for your prompt attention to this matter. If you have any questions please do not hesitate to call

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING



**HIDALGO COUNTY
DRAINAGE DISTRICT #1**

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

GENERAL FUND

LONE STAR NATIONAL
BANK
MEMBER FDIC
88-1198/1149

No. 020244

Check Date	Check No.	Amount
10/13/15	000017827	\$106,045.23

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its term meeting indicated above and to be paid out of the General Fund

PAY

****One Hundred Six Thousand Forty Five and 23/100 Dollars

TO THE HIDALGO COUNTY PCT. NO. 4
ORDER C/O JOSEPH PALACIOS
OF 1102 N. DOOLITTLE RD.
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named

Norma S. Palacios

COUNTY TREASURER

Lois Brown

FINANCIAL OFFICER

⑈000017827⑈ ⑆114911687⑆ ⑈71015841⑈

Payee HIDALGO COUNTY PCT. NO. 4

Account #:

000017827
10/13/2015

Invoice	Description	Amount
2014-1826	WWTP EFFLUENT LINE	\$106,045.23

Total : \$106,045.23

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING



**HIDALGO COUNTY
DRAINAGE DISTRICT #1**

802 N. DOOLITTLE
EDINBURG, TEXAS 78542

GENERAL FUND

LONE STAR NATIONAL
BANK
MEMBER FDIC
88-1168/1148

No. 020245

Check Date	Check No.	Amount
10/13/15	000017828	\$24,066.50

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County Texas at its term meeting indicated above and to be paid out of the General Fund

PAY

****Twenty Four Thousand Sixty Six and 50/100 Dollars

TO THE HIDALGO COUNTY PCT. NO. 4
ORDER C/O JOSEPH PALACIOS
OF 1102 N. DOOLITTLE RD,
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named.

Norma S. Garcia

COUNTY TREASURER

Lana Brown

FINANCIAL OFFICER

⑈000017828⑈ ⑆11491687⑆ ⑈71015841⑈

Payee HIDALGO COUNTY PCT. NO. 4

Account #:

000017828
10/13/2015

Invoice	Description	Amount
2015-0104	WWTP EFFLUENT LINE - (LIMITS MILE 17.5 TO KENYON RD) REIMB	\$24,066.50

Total : \$24,066.50



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

Receipt No: 191545

Received From: DRAINAGE DISTRICT #1 PCT. 4

Date 10/15/15

1	020244	R&B PCT. 4 DD1 EDBG	5-1200-341-50-124-003-0-000	106,045.23
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Total: 106,045.23

Check Total 106,045.23

Cash Total .00

Credit Total .00

Other Total .00



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

Receipt No: 191546

Received From: DRAINAGE DISTRICT #1 PCT. 4

Date 10/15/15

1 020245 R & B PCT. 4 DD1 EDBG 5-1200-341-50-124-003-0-000 24,066.50

Total: 24,066.50

Check Total 24,066.50

Cash Total .00

Credit Total .00

Other Total .00

DATE: October 15, 2015

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Pct. #4 Rd. Maint.

ACCOUNT NUMBER: 5-1200-431-00-124-007-0-890

Contact Person: Veronica L. Davis Ph# (956) 383-3112 Ext. 4019

2015
Appropriation
AI- 51842



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
5-1200-431-00-124-007-0-890	PCT4 RD MAINT- Other	\$130,111.73
5-1200-360-00-124-000-0-000		106,045.23
5-1200-341-50-124-003-0-000	Pct4 DD1 EDBG Effluent Line	24,066.50 -\$130,111.73
TOTAL BUDGET INCREASE (DECREASE)		\$0.00

REASON: Appropriation of funds for Pct. 4 Effluent Line Project (PP 18 - PP 26 of 2014 and PP 1 - PP 4 of 2015).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING



**HIDALGO COUNTY
DRAINAGE DISTRICT #1**

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

GENERAL FUND

LONE STAR NATIONAL
BANK
MEMBER FDIC
88-1168/1149

No. **020244**

Check Date	Check No.	Amount
10/13/15	000017827	\$106,045.23

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its last meeting indicated above and to be paid out of the General Fund

PAY

****One Hundred Six Thousand Forty Five and 23/100 Dollars

TO THE HIDALGO COUNTY PCT. NO. 4
ORDER C/O JOSEPH PALACIOS
OF 1102 N. DOOLITTLE RD.
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named

Norme G. Garcia

COUNTY TREASURER

Law Brown

FINANCIAL OFFICER

⑈000017827⑈ ⑆114911687⑆ ⑈71015841⑈

Payee HIDALGO COUNTY PCT. NO. 4

Account #:

000017827
10/13/2015

Invoice	Description	Amount
2014-1826	WWTP EFFLUENT LINE	\$106,045.23

Total : \$106,045.23

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING



**HIDALGO COUNTY
DRAINAGE DISTRICT #1**

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

GENERAL FUND

LONE STAR NATIONAL
BANK
MEMBER FDIC
88-1168/1149

No. **020245**

Check Date	Check No.	Amount
10/13/15	000017828	\$24,066.50

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its term meeting indicated above and to be paid out of the General Fund

PAY

****Twenty Four Thousand Sixty Six and 50/100 Dollars

TO THE HIDALGO COUNTY PCT. NO. 4
ORDER C/O JOSEPH PALACIOS
OF 1102 N. DOOLITTLE RD.
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named

Norina B. Garcia

COUNTY TREASURER

Gene Brown

FINANCIAL OFFICER

⑈000017828⑈ ⑆114911687⑆ ⑈71015841⑈

Payee HIDALGO COUNTY PCT. NO. 4

Account #:

000017828
10/13/2015

Invoice	Description	Amount
2015-0104	WWTP EFFLUENT LINE -(LIMITS MILE 17.5 TO KENYON RD) REIMB	\$24,066.50

Total : \$24,066.50



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

Receipt No: 191545

Received From: DRAINAGE DISTRICT #1 PCT. 4

Date 10/15/15

1	020244	R&B PCT. 4 DD1 EDBG	5-1200-341-50-124-003-0-000	106,045.23
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Total: 106,045.23

Check Total 106,045.23

Cash Total .00

Credit Total .00

Other Total .00



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

Receipt No: 191546

Received From: DRAINAGE DISTRICT #1 PCT. 4

Date 10/15/15

1	020245	R & B PCT. 4 DD1 EDBG	5-1200-341-50-124-003-0-000	24,066.50
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Total: 24,066.50

Check Total 24,066.50

Cash Total .00

Credit Total .00

Other Total .00

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 ___ day of _____, 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 2nd, 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".

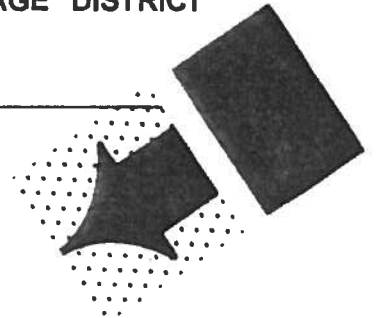
WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

[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

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 AS TO FORM:

ATLAS & HALL, L.L.P.

By: 

Stephen L. Crain