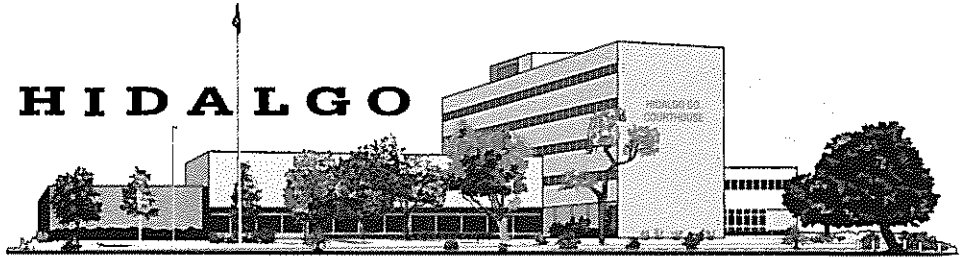


# COUNTY of HIDALGO



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](http://www.co.hidalgo.tx.us/auditor)

September 19, 2016

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

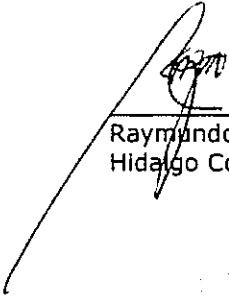
Dear Judge and Commissioners:

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 City of Alton, Texas for the Palm Lake Estates Project in the amount of \$87,289.07. 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

Date

9/19/16

## HIDALGO COUNTY DISTRICT JUDGES

LUIS M BINGOLETERRY  
JUDGE, 12<sup>TH</sup> D.C.

RODOLFO DELGADO  
JUDGE, 13<sup>TH</sup> D.C.

J. R. "BOBBY" FLORES  
JUDGE, 15<sup>TH</sup> D.C.

ROSE GUERRA REYNA  
JUDGE, 20<sup>TH</sup> D.C.

JUAN R. PARTIDA  
JUDGE, 27<sup>TH</sup> D.C.

MARIO E. RAMIREZ, JR.  
JUDGE, 32<sup>ND</sup> D.C.

MIGUEL GONZALEZ  
JUDGE, 37<sup>TH</sup> D.C.  
OVERSEER

LETICIA LOPEZ  
JUDGE, 38<sup>TH</sup> D.C.

AIDA BALMAS FLORES  
JUDGE, 39<sup>TH</sup> D.C.

ISRAEL RAMON, JR.  
JUDGE, 43<sup>RD</sup> D.C.

JESSE CONTRERAS  
JUDGE, 44<sup>TH</sup> D.C.

# HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT  
2818 S. Business Hwy. 281  
Edinburg, Texas 78539  
Office: (956) 292-7025 • Fax: (956) 292-7035  
www.co.hidalgo.tx.us/budget



---

## Memorandum

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

**From:** Sergio Cruz, Budget Officer *sc*

**Date:** Friday, September 16, 2016

**Subject:** Certification of Revenues- PalmLake Estates Project-Pct. 3

**Cc:** Linda Fong, 1st Assistant Auditor  
Becky Luna, Director of Accounting Division  
Norma Ceballos, Pct. 3 Administrative Asst.  
Dina R. Trevino, Asst. Budget Officer

---

On behalf of Precinct No. 3, please let this memorandum serve as formal request for a Certification of Revenues in the amount of **\$87,289.07**. These revenues represent partial earned revenues for labor & equipment expenses in relation to the PalmLake Estates project.

Currently the revenues are recorded as unearned revenues in account #6-1200-223-00-123-083-0-000 *R & B Pct. 3-Unearned Rev.-ICA Alton-PalmLake.*

Please be advised that the earned revenues will be appropriated in the next Commissioners Court meeting under the R & B budget (refer to AI #56349).

Thank you for your prompt attention to this matter. If you should have any questions, please do not hesitate to contact Damaris SanMiguel at ext. 5410 or Ivan Cantu at ext. 5425.

## Nereyda Gonzalez

---

**From:** Alfredo Esparza [alfredo.esparza@co.hidalgo.tx.us]  
**Sent:** Friday, September 16, 2016 9:27 AM  
**To:** ray.eufracio@auditor.co.hidalgo.tx.us  
**Cc:** linda fong; becky.luna@auditor.co.hidalgo.tx.us; Norma Ceballos; Dina Trevino; nereyda.gonzalez@auditor.co.hidalgo.tx.us  
**Subject:** Certification of Revenues - PalmLake Estates Prj. Pct. 3  
**Attachments:** Certification of Revenues - PalmLake Estates Prj. Pct. 3.pdf

# HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT  
2818 S. Business Hwy. 281  
Edinburg, Texas 78539  
Office: (956) 292-7025 • Fax: (956) 292-7035  
www.co.hidalgo.tx.us/budget

---

## Memorandum

**To:** Raymundo Eufracio, CPA, County Auditor  
**From:** Sergio Cruz, Budget Officer *sc*  
**Date:** Friday, September 16, 2016  
**Subject:** Certification of Revenues- PalmLake Estates Project-Pct. 3  
**Cc:** Linda Fong, 1st Assistant Auditor  
Becky Luna, Director of Accounting Division  
Norma Ceballos, Pct. 3 Administrative Asst.  
Dina R. Trevino, Asst. Budget Officer

---

On behalf of Precinct No. 3, please let this memorandum serve as formal request for a Certification of Revenues in the amount of **\$87,289.07**. These revenues represent partial earned revenues for labor & equipment expenses in relation to the PalmLake Estates project.

Currently the revenues are recorded as unearned revenues in account #6-1200-223-00-123-083-0-000 R & B Pct. 3-Unearned Rev.-ICA Alton-PalmLake.

Please be advised that the earned revenues will be appropriated in the next Commissioners Court meeting under the R & B budget (refer to AI #56349).

Thank you for your prompt attention to this matter. If you should have any questions, please do not hesitate to contact Damaris SanMiguel at ext. 5410 or Ivan Cantu at ext. 5425.

--

---

Alfredo Esparza  
Budget Clerk II  
County of Hidalgo Texas  
Department of Budget & Management  
2818 S. Bus. Hwy 281  
Edinburg ,TX 78539  
Phone: 956-292-7025 Ext: 5409  
[alfredo.esparza@co.hidalgo.tx.us](mailto:alfredo.esparza@co.hidalgo.tx.us)

AI-56349

Budget and Management 14. B. 2.

CC - REGULAR

Meeting Date: 09/20/2016

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 3 Rd. Maint. (1200):

- a. Approval of certification of revenues, as certified by the Co. Auditor for revenues received from the City of Alton for the Palm Lake Estates project.
- b. Approval of 2016 appropriation of funds into Pct 3 Rd. Maint (program #005) in the amount of \$87,289.07.

BACKGROUND

ICA with City of Alton approved by CC on 03-31-15 (AI #49120)

Certification & appropriation of partial earned revenues was approved by CC on 09-01-15 in the amount of \$121,417.24 (AI #50978)

Fiscal Impact

FISCAL YEAR: 2016

ACCT. #: 6-1200-431-00-123-005-0-XXX

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available pending certification of revenues by Auditor's Office; currently, the revenues are recorded as unearned revenues in acct #6-1200-223-00-123-083-0-000 R & B Pct. 3-Unearned Rev.-ICA Alton, Palmlake.

Auditor's office will prepare a journal entry to recognize the unearned revenue as earned revenue and post to acct #6-1200-337-00-123-004-0-000 R & B Pct. 3-ICA Alton Palm Lake Estates.

Attachments

Memo COR

Pct. 3 Appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	09/14/2016 01:46 PM
Budget & Management	Veronica Ortiz	09/16/2016 09:29 AM
Final Approval	Monica Badillo	09/16/2016 05:31 PM

Form Started By: Ivan Cantu  
Final Approval Date: 09/16/2016

Started On: 09/13/2016 08:57 AM



## Nereyda Gonzalez

---

**From:** Nereyda Gonzalez [Nereyda.Gonzalez@auditor.co.hidalgo.tx.us]  
**Sent:** Friday, September 09, 2016 11:31 AM  
**To:** Norma Ceballos  
**Cc:** 'Marcela Luna'; sandrae.flores@auditor.co.hidalgo.tx.us; 'Linda Fong'  
**Subject:** FW: 1200-223-00-123-083-0-000 Unearned Revenue  
**Attachments:** Palm Lake - REVIEW.pdf

Good morning Norma,

We have concluded the review of the Palm Lake Estates project. Expenditures verified totaled \$208,706.31. Form this amount, \$121,417.24 has been already recognized as revenue and the revenue was certified. The amount allowable to be certified as revenue is \$ 87,289.07. Attached please see verified backup documentation.

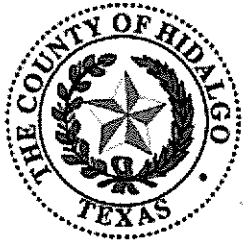
Please note that the verified expenditures are less than the amount received from the City Alton. Since the Interlocal Cooperation Agreement does not address any agreement in case of overages, a payable needs to be recorded to refund the City of Alton for the excess.

Please let me know if you have any questions or concerns.

Thank you,

*Nereyda J. Gonzalez*

Financial Accounting Supervisor  
Hidalgo County Auditor's Office  
Edinburg, Texas 78539-6243  
Phone: (956) 318-2511 Ext. 4662  
Fax: (956) 318-2577



### CONFIDENTIALITY NOTICE

---

This transmission is intended for the sole use of the individual and/or entity to whom it is addressed, and may contain information and/or attachments that are privileged, confidential and exempt from disclosure under applicable law. If the reader of this transmission is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, duplication or the taking of any action in reliance on the contents of this transmission by someone other than the intended addressee or its designated agent is strictly prohibited. If your receipt of this transmission is in error, please notify the sender by replying immediately to this transmission and destroy the transmission. Thank you.

---

**From:** Becky Luna [mailto:Becky.Morales@auditor.co.hidalgo.tx.us]  
**Sent:** Friday, September 02, 2016 8:34 AM  
**To:** 'Norma Ceballos'  
**Cc:** 'Nereyda Gonzalez'  
**Subject:** RE: 1200-223-00-123-083-0-000 Unearned Revenue

Norma,

It has not been reviewed. Let me have staff look at it. We should have a response for you on Wednesday.

*Becky Luna*

Becky Luna  
Director of Accounting  
Hidalgo County Auditor's Office  
2808 South Business Highway 281  
Edinburg, TX 78539-6243  
Phone: (956) 318-2511 ext. 4669  
Fax: (956) 318-2577  
[becky.luna@auditor.co.hidalgo.tx.us](mailto:becky.luna@auditor.co.hidalgo.tx.us)



CONFIDENTIALITY NOTICE

-----  
This transmission is intended for the sole use of the individual and/or entity to whom it is addressed, and may contain information and/or attachments that are privileged, confidential and exempt from disclosure under applicable law. If the reader of this transmission is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, duplication or the taking of any action in reliance on the contents of this transmission by someone other than the intended addressee or its designated agent is strictly prohibited. If your receipt of this transmission is in error, please notify the sender by replying immediately to this transmission and destroy the transmission. Thank you

---

**From:** Norma Ceballos [<mailto:norma.cebaldos@co.hidalgo.tx.us>]  
**Sent:** Thursday, September 01, 2016 2:36 PM  
**To:** Marcela Luna  
**Cc:** Nereyda Gonzalez  
**Subject:** Re: 1200-223-00-123-083-0-000 Unearned Revenue

Ms. Becky,

Is the attached verified.

---

**From:** "Norma Ceballos" <[norma.cebaldos@co.hidalgo.tx.us](mailto:norma.cebaldos@co.hidalgo.tx.us)>  
**To:** "Marcela Luna" <[becky.luna@auditor.co.hidalgo.tx.us](mailto:becky.luna@auditor.co.hidalgo.tx.us)>  
**Cc:** "Nereyda Gonzalez" <[nereyda.gonzalez@auditor.co.hidalgo.tx.us](mailto:nereyda.gonzalez@auditor.co.hidalgo.tx.us)>

**Sent:** Wednesday, June 29, 2016 2:45:14 PM  
**Subject:** Fwd: 1200-223-00-123-083-0-000 Unearned Revenue

Becky,

Attached are the time sheets and project cost.

Thanks.

---

**From:** "pct3norma" <[pct3norma@yahoo.com](mailto:pct3norma@yahoo.com)>  
**To:** "norma ceballos" <[norma.cebillos@co.hidalgo.tx.us](mailto:norma.cebillos@co.hidalgo.tx.us)>  
**Sent:** Monday, June 13, 2016 11:23:31 AM  
**Subject:** Fwd: 1200-223-00-123-083-0-000 Unearned Revenue

Sent from my T-Mobile 4G LTE Device

----- Original message -----

**From:** Becky Luna <[becky.morales@auditor.co.hidalgo.tx.us](mailto:becky.morales@auditor.co.hidalgo.tx.us)>  
**Date:** 6/8/2016 9:45 AM (GMT-06:00)  
**To:** "Ms. Norma Ceballos" <[pct3norma@yahoo.com](mailto:pct3norma@yahoo.com)>  
**Cc:** Nereyda Gonzalez <[nereyda.gonzalez@auditor.co.hidalgo.tx.us](mailto:nereyda.gonzalez@auditor.co.hidalgo.tx.us)>  
**Subject:** 1200-223-00-123-083-0-000 Unearned Revenue

Norma,

The amount in account 1200-223-00-123-083-0-000 is from an interlocal agreement with the City of Alton for various project. This one was for the Palm Lake Estates project. We received from your office project worksheets and cost analysis but no supporting documentation (time sheets) were provided to verify and audit the labor and equipment use; therefore, only the amount paid for supplies was certified.

In order to certify the remaining portion, we will need signed timesheets for those individuals that worked on the project to verify the labor and equipment used. Along with the time sheets could you provide the project worksheets in excel.

*Becky Luna*

Becky Luna

Director of Accounting

Hidalgo County Auditor's Office

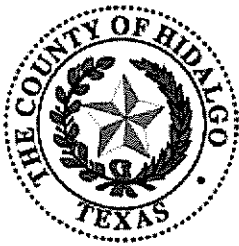
2808 South Business Highway 281

Edinburg, TX 78539-6243

Phone: (956) 318-2511 ext. 4669

Fax: (956) 318-2577

[becky.luna@auditor.co.hidalgo.tx.us](mailto:becky.luna@auditor.co.hidalgo.tx.us)



CONFIDENTIALITY NOTICE

-----

This transmission is intended for the sole use of the individual and/or entity to whom it is addressed, and may contain information and/or attachments that are privileged, confidential and exempt from disclosure under applicable law. If the reader of this transmission is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, duplication or the taking of any action in reliance on the contents of this transmission by someone other than the intended addressee or its designated agent is strictly prohibited. If your receipt of this transmission is in error, please notify the sender by replying immediately to this transmission and destroy the transmission. Thank you



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

Receipt No: 185684

Received From: CITY OF ALTON PCT. 3 04/17/15

Date 04/20/15

1 1103 R&B PCT #3 PALM LAKE ESTATES 5-1200-223-00-123-083-0-000 219,933.00

Total: 219,933.00

Check Total	219,933.00
Cash Total	.00
Credit Total	.00
Other Total	.00

---

---



COUNTY COMMISSIONER PRECINCT 3  
County of Hidalgo

Joe M. Flores  
County Commissioner Pct. No. 3

Ms. Norma Garcia, Treasurer  
Hidalgo County Treasurer's Dept.

Joe M. Flores, Commissioner  
Hidalgo County Precinct #3

April 16, 2015

Ref: City of Alton Check

Enclosed is a check in the amount of \$219,933.00 from the City of Alton. As per the Auditor's office the check should be receipt under the unearned revenue account. Also, please note the check is for Palm Lake Estate Project as per Interlocal approved in Commissioner's Court on March 31, 2015.

Check Received By:

Nora Ann de los Santos

Date:

4/17/15



COUNTY COMMISSIONER PRECINCT 3  
County of Hidalgo

Joe M. Flores  
County Commissioner Pct. No. 3

Ms. Norma Garcia, Treasurer  
Hidalgo County Treasurer's Dept.

Joe M. Flores, Commissioner  
Hidalgo County Precinct #3

April 16, 2015

Ref: City of Alton Check

Enclosed is a check in the amount of \$219,933.00 from the City of Alton. As per the Auditor's office the check should be receipt under the unearned revenue account. Also, please note the check is for Palm Lake Estate Project as per Interlocal approved in Commissioner's Court on March 31, 2015.

4/16/15

Please contact the Auditor & have them provide you with the acct.#. I cannot receipt without an acct.#.

Thank you!  
Norma

Check Received By: Norma Ann de los Santos

Date: 4/17/15

As per Mr. Alvarez Check  
C Auditor's office

Acct # 5-1200-223-00-123-083-0  
DHD Pct#3 Unearned - City of Alton - Palm Lake Estate



CITY OF ALTON  
 CAPITAL PROJECTS TIRZ FUND  
 509 S. ALTON BLVD.  
 ALTON, TX 78578  
 PH: (956) 432-0760

1103  
 88-1188/1149

04-01-2015  
 DATE

PAY TO THE  
 ORDER OF

*Hidalgo County*

\$ *219,933.00*

*Two hundred nineteen thousand nine hundred thirty three and 00/100*

LONE STAR NATIONAL BANK  
 We Make Banking Easy  
 1-800-680-0322 ext 2444

VOID AFTER 90 DAYS

FOR

*Project Palm Lake Estates*

*Frank Lopez*

⑆ 1149 11687 ⑆ 1103 ⑆ 42518199 ⑆

STATE OF TEXAS §  
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN HIDALGO COUNTY AND  
CITY OF ALTON, TEXAS**

THIS Agreement is made on this the 31<sup>st</sup> day of March, 2015 by and between HIDALGO COUNTY, TEXAS, hereinafter referred to as "County", and CITY OF ALTON hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

WHEREAS, Hidalgo County is a county created in Texas;

WHEREAS, Alton is a municipality located in Texas;

WHEREAS, City and County desire to assist one another in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the work (the "Work");

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

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and materials. County shall be solely responsible for determining the current rate for its equipment and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County equipment and materials shall be subject to the approval of the Commissioner of Precinct 3 determining that such equipment and materials are not required by the Commissioner for the times requested by the City.
2. County shall provide City with man power at the current hourly rates for County employees required to complete the Work. Prior to City utilizing County employees, City shall request and receive the current hourly rates of County employee(s) including benefits and other costs associated with the employment of each such County employee. County shall be solely responsible for determining the current hourly rate for its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County employees shall be subject to the

approval by the Commissioner of Precinct 3 determining that the County employees so requested by the City are not required for projects of Precinct 3 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at the current prices to the City for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and County agrees to reimburse City for such costs within thirty (30) days of receipt of Invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager of City determining that such equipment and materials are not required by the City for the times requested by the County.
4. City shall provide County with employees at the current hourly rates to City for City employees required to complete the Work. Prior to County utilizing City employees, County shall request and receive the current hourly rates of City employee(s) required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each City employee. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City employees shall be subject to the approval by the City Manager determining that the City employees so requested by the County are not required for projects of City at the time requested by County.
5. The parties agree that all other costs associated with the Work shall be the responsibility of each respective entity in its entirety.
6. Term. The term of this Agreement shall be for one (1) year with the option to renew for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for employees, equipment and materials are subject to change at any time and without notice to the other party.
7. Upon a change in price for employees for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any ongoing Work and before beginning any new Work.
8. Upon a change in price for employees for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any ongoing Work and before beginning any new work.
9. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
10. **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 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 this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

11. **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.
12. **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 the City and County and not otherwise.
13. **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.
14. **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 City:                      City of Alton  
   Attention: Salvador Vela, Mayor  
   509 S. Alton Blvd.  
   Alton, Texas 78573

If to County:                    Hidalgo County  
   Attn: Ramon Garcia, County Judge  
   302 W. University Dr.  
   Alton, TX 78539

With copy to:                    Commissioner, Precinct No. 3  
   Attention: Joe M. Flores, Commissioner  
   724 North Breyfogle  
   P. O. Box 607

Mission, Texas 78572

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 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 convenience 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 the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County 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 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. Section 271.903.

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

CITY OF ALTON

By: Salvador Vela  
Salvador Vela, Mayor

ATTEST:  
Baudelio Rojas  
City Secretary



By: Ramon Garcia  
Ramon Garcia, County Judge

ATTEST:  
Arturo Guajardo, Jr.  
By: Arturo Guajardo, Jr., County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: 3/31/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain  
Stephen L. Crain

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

**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. County and City desires to assist each other in projects to be defined by mutual agreement through an Interlocal Cooperation agreeing to assist each other with equipment, materials and manpower.

By vote on March 31, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia  
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo  
Arturo Guajardo, County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: 3/31/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain  
Stephen L. Crain

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

