

STATE OF TEXAS

§

COUNTY OF HIDALGO

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**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF HIDALGO, TEXAS
AND THE COUNTY OF HIDALGO
REGARDING THE SOUTH McCOLL ROAD PROJECT**

THIS Agreement is made on this the ____ day of _____, 2006, by and between the **CITY OF HIDALGO, TEXAS** hereinafter referred to as "Hidalgo", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, on or about May 23, 2006, the City of Hidalgo and Hidalgo County entered into an Interlocal Cooperation Agreement (the "Original Agreement") to make drainage improvements by boring underneath Military Highway and installing two (2) 48 inch steel casings and two (2) 36 inch drainage pipes located approximately 2,180 feet west of South McColl Road and approximately 1,450 feet east of South McColl Road on SP 241 (the "Project") more particularly described in Exhibit "A";

WHEREAS, due to unforeseen circumstances, the Original Agreement expired prior to the completion of the Project and the parties now desire to enter into another agreement to complete the Project under different terms and conditions;

WHEREAS, each party, pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries, and are desirous that the necessary improvements be made to provide proper drainage along SP 241 ("Military Highway);

WHEREAS, the County desires to assist Hidalgo in completing this Project because the Project will help drainage in the vicinity of South McColl Road, a County road, and as such, will serve a legitimate County purpose;

WHEREAS, Hidalgo and County have agreed to cooperate in completing the Project as further herein described;

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

1. The County shall be responsible for providing the services of a competent engineer to design and coordinate the Project and shall be responsible to competitively bid the labor, equipment and materials necessary for the Project.
2. Hidalgo agrees to reimburse County an amount not to exceed One Hundred and Seventy One Thousand Three Hundred and One Dollars and no/100ths (\$171,301.00) within thirty (30) days of receipt of invoices from County for the labor, equipment and materials necessary to complete the Project.
3. The County further agrees to incur expenses not to exceed One Hundred and Seventy One Thousand Three Hundred and One Dollars and no/100ths (\$171,301.00) toward the cost of the Project.
4. The parties shall coordinate work schedules in order to provide for minimal disruption of traffic and operation of the roads in the vicinity and will use their best efforts to complete the Project within one hundred and twenty (120) days from the execution of this Agreement.
5. **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 necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts 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 hereof.
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 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 Hidalgo 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 obligations 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 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 Hidalgo: City of Hidalgo
 Attention: Joe Vera, City Manager
 709 S. Nebraska Ave
 Hidalgo, TX 78589

If to County: County of Hidalgo
 Attention: Ramon Garcia
 County Judge
 P.O. Box 758
 Edinburg TX 78540-0758

With Copy to: Commissioner, Precinct Number 2
 Hector "Tito" Palacios
 301 East State
 Pharr, TX 78577

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 further 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 of 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 singular shall include the plural whenever and so often as may be appropriate.
15. **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.
16. **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.
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, 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.
18. **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.

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

CITY OF HIDALGO, TEXAS

John David Franz, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Eddy Trevino, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

December 12, 2006

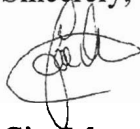
Commissioner Hector Palacios
Hidalgo County Precinct 2
301 E State Street
Pharr, TX 78557

Dear Commissioner Palacios,

Please let this "revised" letter serve as the City of Hidalgo's commitment to reimburse Hidalgo County Precinct 2, \$171,301 for South McColl Road project drainage improvements, as per Interlocal Cooperation Agreement signed on May 23, 2006.

Please let me know if you have any questions. I can be reached at my office number, 843-2286.

Sincerely,

A handwritten signature in black ink, appearing to be "J. V. de", written over a light blue rectangular background.

City Manager

JV/de