

**URBAN COUNTY  
PROGRAM**  
Hidalgo County Commissioners' Court  
Agenda Request Form

No. \_\_\_\_\_

Date: April 2, 2007

Meeting Date Request: April 10, 2007

Deadline for Action: April 10, 2007

Contact Person: Diana R. Serna

Department: Urban County Program

Phone: (956) 787-8127 Fax: (956) 787-5291

Dept. Head/Official Signature: 

**Caption:**

Hidalgo County Precinct No. 1 is requesting approval to enter into an Interlocal Agreement with the City of Alamo for the contribution of CDBG funds to the Alamo Sports Complex utilizing Urban County Funding Year 19 (2006).

**Background:**



The County agrees it is in its best interest to provide assistance to the City of Alamo and is requesting approval to enter into an Interlocal Agreement in which the County will contribute funds to include, but not limited to the construction of a concession stand and restroom facilities at the Alamo Sports Complex.

Approval is recommended by the Hidalgo County Precinct No. 1 and the City of Alamo.

**Funds Available:**

Year 19 (2006) Parks, Recreational Facilities      \$125,000.00

Amount of Interlocal Agreement:      \$125,000.00

CDBG  Deputy Dir  Finance \_\_\_\_\_

**Please initial for approval:**

Legal Counsel \_\_\_\_\_ Budget \_\_\_\_\_ Human Resources \_\_\_\_\_

Dept./Fund No: \_\_\_\_\_ Amt. Expended: \$ \_\_\_\_\_ Fnds/Staffing Budgeted: Yes \_\_\_\_\_ No \_\_\_\_\_

Account code: \_\_\_\_\_ Impact on Future budget: Yes \_\_\_\_\_ No \_\_\_\_\_

**Comments:**

**Action taken by Commissioner's Court:**

Approved \_\_\_\_\_ Tabled \_\_\_\_\_ Denied \_\_\_\_\_ Motion made by \_\_\_\_\_ Seconded \_\_\_\_\_ Vote \_\_\_\_\_

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STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF ALAMO**

This Agreement is made on this the 10th day of April 2007, by and between the **CITY OF ALAMO, TEXAS**, hereinafter referred to as "Alamo" 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**, Alamo is a Home Rule municipality located in Hidalgo County, Texas;  
and

**WHEREAS**, County is a county in the State of Texas;

**WHEREAS**, The County desires to contribute CDBG funds to the City of Alamo for the construction of the Alamo Sports Complex; to include, but not limited to the construction of a concession stand and restroom facilities as described in Exhibit "A";

**WHEREAS**, Alamo and the County desire the construction of the Alamo Sports Complex;

**WHEREAS**, County agrees it is in its best interest to provide such contribution to Alamo as described herein, and

**WHEREAS**, Alamo 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.

**WHEREAS**, County agrees to contribute CDBG funds to the City of Alamo for the construction of the Alamo Sports Complex as described in Exhibit "A" using County Urban County Program Year 19 (2006) under Parks Recreational Facilities; and

**WHEREAS**, Alamo and County are agreeable to these terms; and

**WHEREAS**, the funds will be used for the project as outlined in Exhibit B;

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

1. County agrees to contribute CDBG funds to Alamo for the construction of the Alamo Sports Complex; to include, but not limited to the construction of the concession stand and restroom facilities.
2. Following the construction of the concession stand and restroom facilities as described in Exhibit "A", the parties agree that County will be released of any and all duties imposed by this Agreement.
3. 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.
4. **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 a conflict between any provision of this 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 necessary to bring them within the legal requirements and during the times such conflict exists.
5. **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 thereof.
6. **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 representations 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 Alamo and County, and not otherwise.
7. **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.
8. **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

addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith:

If to Alamo:                   City of Alamo  
  Attention: Mayor Rudy Villarreal  
  420 North Tower Road  
  Alamo, Texas 78516

If to County:                   Hidalgo County, Texas  
  Attention: Juan D. Salinas III, County Judge  
  100 East Cano, 2<sup>nd</sup> Floor  
  Edinburg, Texas 78540-0758

With copy to:                   Sylvia Handy, Commissioner, Precinct No. 1  
  1902 Joe Stephens  
  Weslaco, Texas 78596

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.

9.     **Additional Documents:** The Parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
10.   **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.
11.   **Assignment:** This Agreement shall not be assignable.
12.   **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 or paragraph hereof.
13.   **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
14.   **Authority to Execute:** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and

enforceable obligations of the parties hereto in accordance with its terms.

15. **Governmental Purpose:** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.
16. **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, they 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 provision of Tex. Loc.Govt. Code Ann.§271.903.

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

**CITY OF ALAMO**

\_\_\_\_\_  
Rudy Villarreal, Mayor

**ATTEST:**

\_\_\_\_\_  
Margot Saenz, City Secretary

**HIDALGO COUNTY**

\_\_\_\_\_  
Juan D. Salinas III, Hidalgo County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**APPROVED AS TO FORM:**

**ATLAS & HALL, L.L.P.**

**BY:**

Stephen L. Crain

**Exhibit "A"**  
**Description of Activity**

Construction of the Alamo Sports Complex to include, but not limited to the construction of a concession stand and restroom facilities to be located at 602 East Ridge Road, Alamo, Texas.

**Exhibit "B"**  
**Budget**

Contribution of funds not to exceed \$125,000.00 will be utilized from Urban County Year 19 (2006) Parks, Recreational Facilities Activity.