

STATE OF TEXAS :
COUNTY OF HIDALGO :

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE COUNTY OF HIDALGO
AND
THE CITY OF MC ALLEN**

This Agreement is made on this the 28th day of January 2008, by and between the CITY OF MC ALLEN, hereinafter referred to as "City", and HIDALGO COUNTY, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County, through its Precinct No. 2 is currently in the process of improving and extending McColl Road from Dicker Road, northward through the Mission Inlet Floodway to its intersection with Orangewood Avenue; and

WHEREAS, City has committed the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) to be used for the construction of the improvements for County's project; and

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code Sec. 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, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will be responsible for the engineering, acquisition of right of way, construction of the roadway and maintenance of that portion of the roadway outside of the city limits of City.
2. City will contribute Seven Hundred Fifty Thousand Dollars (\$750,000.00) to the County to be used for a portion of the roadway construction from Dicker Road north to its intersection with Orangewood Avenue.
3. This Agreement is effective on the date on which the last party to this Agreement executed the Agreement.

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 any conflict between and 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflicts exists.
5. **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.
6. **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 City 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 obligations 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 (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 and delivered in accordance herewith:

If to City: City of McAllen
 Attention: City Manager
 P. O. Box 220
 McAllen, Texas 78505-0220

If to County: Hidalgo County
 Attention: County Judge
 P. O. Box 1356
 Edinburg, Texas 78540

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 further 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 singular shall include the plural whenever and so often as may be appropriate.
14. **Authority to Execute.** The execution and performance of this Agreement by City and District 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.
15. **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.
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, 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. Sec. 271.903.

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

HIDALGO COUNTY

ATTEST:

By: _____
J. D. Salinas, County Judge

Arturo Guajardo, Jr., County Clerk

CITY OF MC ALLEN

By: Mike R. Perez
Mike R. Perez, City Manager

ATTEST:

Annette Villarreal
Annette Villarreal, City Secretary

APPROVED AS TO FORM:

Atlas & Hall, LLP
By: S.L.C.
Stephen L. Crain, Attorney for Hidalgo County

Kevin D. Pagan
Kevin D. Pagan, City Attorney