

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

This Agreement is made on this the _____ day of _____, 2008 by and between the HIDALGO COUNTY hereinafter referred to as "County", and CITY OF EDINBURG, TEXAS, hereinafter referred to as "Edinburg," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Edinburg is engaging in a project referred to as the "Sugar Road Reconstruction" consisting of an approximate one mile section of road, from Trenton Road to ¼ mile north of Owassa (the "Project") which will improve traffic areas both within and surrounding Edinburg; and

WHEREAS, a portion of the project located from Trenton Road to Owassa Road lies within Edinburg City limits, and the area from Owassa Road to ¼ mile north of Owassa Road lies within the County; and

WHEREAS, County has agreed to assist Edinburg by partially funding the construction costs of the Project; and

WHEREAS, the total estimated construction cost of the project is \$2,742,000.

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

1. County agrees to provide funding to the City of Edinburg as provided below for a total amount of \$550,000 to be allocated to the costs and expenses related to and connected with the construction of the project as outlined above.

2. The funds shall be provided to the City of Edinburg in two allotment payments. The first payment amount in the amount of \$450,000 is to be provided 30 days from the date of signing of this agreement. The second payment shall be in the amount of \$100,000 to be provided to the City of Edinburg by no later than 30 days after January 1, 2009.

3. Edinburg shall maintain accurate records of all costs and expenses and amounts related to and connected with the reconstruction of the road. Edinburg shall

provide County with a statement of all expenses and costs incurred and paid by Edinburg connected with the reconstruction of said Project.

4. Edinburg agrees that it shall comply with all applicable and appropriate procedures prescribed by the state and federal bidding requirements for the Project. County agrees that Edinburg shall have the discretion to determine and pay for all expenses and costs in connection with the construction of the Project and agree to remit to above captioned funds in accordance with the provisions set forth in numbered paragraph two (2) above.

5. Nothing in this Agreement shall be construed so as to require the City Council of any act contrary to law, and whenever there is a conflict between and provisions 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 provisions or provision of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists.

6. No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7. 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 County and Edinburg and not otherwise.

8. 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.

9. 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, (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:

Hidalgo County
Attention: County Judge
J.D. Salinas
2nd Floor
P.O. Box 1358

Edinburg, Texas 78540

With copy to: Hidalgo County Commissioner,
Precinct 4
Oscar Garza, Jr.
1102 N. Doolittle
Edinburg, Texas 78540

If to Edinburg: City of Edinburg
Attention: City Manager
Juan J. Rodriguez
210 W. McIntyre
Edinburg, Texas 78539

With copy to: City of Edinburg
Attention: City Engineer
Isael Posadas, P.E., C.F.M.
210 W. McIntyre
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 of, if mailed, at such time as it is deposited in the United States mail.

10. 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. 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. This Agreement shall not be assignable.

13. 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 as often as may be appropriate.

14. The execution and performance of the Agreement by County and Edinburg have been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Edinburg in accordance with its terms.

15. 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 for the paying party as herein provided.

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

Approved by Commissioner's Court on:

HIDALGO COUNTY

By: _____
J. D. Salinas, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

CITY OF EDINBURG

By: _____
Joe Ochoa, Mayor

APPROVED AS TO FORM

By: _____
Ric Gonzalez, City Attorney