

THE CITY OF EDINBURG

February 16, 2009

Ms. Lupita Garcia
Urban County
100 N. Closner Blvd.
Edinburg, Texas 78539

RE: Interlocal Cooperation Agreement
Lane Subdivision

Dear Ms. Garcia,

Please find attached three original executed copies of the Interlocal Cooperation Agreement for Lane Subdivision. Please have them executed on your side and return an original to us when completed.

If you have any questions, please do not hesitate to contact me.

Respectfully,



Pilar D. Corpus
Right of Way Acquisition Coordinator



210 W. McIntyre • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 383-5661 • Fax (956) 383-7111



FEB 18 2009

Gu

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

This Agreement is made on this the _____ day of _____, 2009, by and between the **CITY OF EDINBURG, TEXAS**, hereinafter referred to as "Edinburg" 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, Edinburg is a Municipal Corporation located in Hidalgo County, Texas; and

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

WHEREAS, The County desires to contribute Community Development Block Grant ("CDBG") funds from Year 19 (2006) Water/Sewer Improvements, for the Hidalgo County Precinct No. 4 area , including but not limited to the installation of water lines and water meter service connections at Lane #1 and Lane #2 Subdivisions as described in Exhibit "A";

WHEREAS, County agrees it is in its best interest to provide such contribution to Edinburg as described herein;

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

1. **County agrees to** contribute CDBG funds to Edinburg in an amount not to exceed One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00) from the Urban County –Precinct No. 4 Year 19 (2006) Water/Sewer Improvement line item.
2. **County shall** be responsible for the purchase of equipment as listed on "Exhibit A".
3. **Following** the purchase as described in Exhibit "A", the parties agree that the County will be released of any and all duties imposed by this Agreement the funds will be used for the project as outlined in Exhibit B;

With copy to: Oscar Garza, Jr. Commissioner, Precinct No. 4
1051 N. Doolittle Road
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 or, if mailed, at such time as it is deposited in the United States mail.

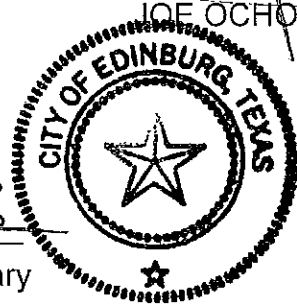
10. **Additional Documents.** The Parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
11. **Successors.** This Agreement shall be binding upon and 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 or 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 the singular shall include the plural whenever and as often as may be appropriate.
15. **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
16. **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.
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, that 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.

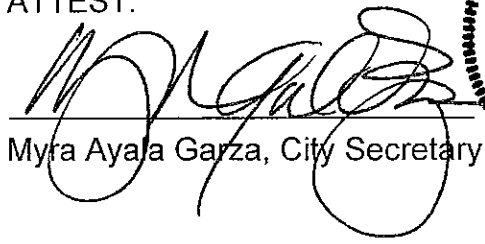
CITY OF EDINBURG



JOE OCHOA, MAYOR



ATTEST:



Myra Ayala Garza, 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

APPROVED AS TO FORM:
CITY OF EDINBURG

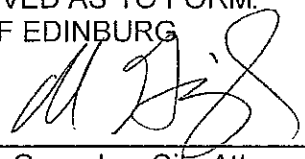

BY: _____
Ric Gonzalez, City Attorney

Exhibit "A"
Description of Activity

County: Installation of water lines and water meter services at Lane #1 Subdivision and Lane #2 Subdivision a Hidalgo County Precinct No. 4 area.

Edinburg: Engineering, Testing, Surveying and Staking property for the installation of waterlines and water meter services at Lane #1 Subdivision and Lane #2 Subdivisions in the Hidalgo County Precinct No. 4 area for which Edinburg has the CCN rights.

Exhibit "B"
Budget

Contribution of funds not to exceed \$125,000.00 will be utilized from Urban County Year 19 (2006) Urban County Program-Hidalgo County Precinct No. 4 funds.