

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

This Agreement is made on this the _____ day of _____, 2009, by and between the **CITY OF SAN JUAN, TEXAS**, hereinafter referred to as "City" 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, San Juan is a General Law municipality 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 20 (2007) & Year 22 (2009), to the City of San Juan, for the architectural services and construction costs of building the new city library described in Exhibit "A".

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

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

1. **County agrees to** allocate Precinct 2 CDBG funds for City in an amount not to exceed Two Hundred Thousand Dollars and No Cents (\$ 200,000.00) (the "Allocation") consisting of One Hundred Thousand Dollars from Urban County Year 20 (2007) and One Hundred Thousand Dollars from Urban County Year 22 (2009). Such Two Hundred Thousand Dollars being allocated Year 22 (2009, Contingent to funds availability) from Precinct 2 Public Facilities Line Item/Work Plan Activity.
2. **County shall not** participate nor contribute workforce and/or equipment for the actual construction of the building as listed on "Exhibit A".
3. **Following** the execution of this Agreement, the Allocation to City shall be utilized by City for architectural service fees and construction costs associated with the building of City's new

library as described in Exhibit "A".

4. 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.
5. In no event shall County be responsible for any matters associated with the engineering or construction of the new library described in Exhibit "A". This Agreement relates only to allocation of CDBG funds to the City.
6. **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.
7. **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.
8. **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 City and County, and not otherwise.
9. **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.
10. **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 address set forth below, or (ii) at such other address as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:	City of San Juan Attention: Pedro Contreras, City Mayor 709 South Nebraska San Juan, Texas 78589
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If to County: Hidalgo County, Texas
Attention: Juan D. Salinas III, County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78540-0758

With copy to: Hector "Tito" Palacios, Commissioner Precinct No. 2
301 East State Avenue
Pharr, Texas 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.

11. **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.
12. **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.
13. **Assignment.** This Agreement shall not be assignable.
14. **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.
15. **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.
16. **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
17. **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.
18. **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 SAN JUAN

Pedro Contreras, Mayor

ATTEST:

Gloria Banda-Gonzales, 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, Attorney

Exhibit "A"
Description of New City Library

The architectural designs are still pending, but the proposed project will be located on in-kind property owned by the City of San Juan. The proposed 20,000 square foot building is to be located at 1010 South Standard Avenue, San Juan, Texas 78589

Exhibit "B"
Budget

Contribution of funds not to exceed \$ 100,000.00 per year will be utilized from Urban County Year 20 (2007) & Year 22 (2009, Contingent to funds availability) Precinct 2 Public Facilities Line Item/ Work Plan Activity.