

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO AND
THE HIDALGO COUNTY COMMUTER RAIL DISTRICT**

THIS Agreement is made on this the ____ day of _____, 2009 by and between the HIDALGO COUNTY COMMUTER RAIL DISTRICT, hereinafter referred to as the “Rail District” 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, the Rail District is a commuter rail district created under V.T.C.A. Civil Statutes Art. 6550c-3;

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

WHEREAS, the Rail District desires to seek assistance from the County to enable it to engage in its operations;

WHEREAS, the County agrees it is in its best interest to provide such assistance to the Rail District because it will offer a public benefit to County residents;

WHEREAS, the Rail District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Government Code 791.001 et. seq., which authorizes local governments (including special districts) to contract with each other to perform governmental functions and services under the terms of the Act

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

1. County agrees to assist the Rail District by providing the following administrative functions:
 - (A) Legal Counsel;
 - (B) Court Reporter Services;
 - (C) Administrative Staff Assistance;
 - (D) Commissioner's Courtroom;
 - (E) Physical address; and
 - (F) A link and email address on the County Webpage.

2. 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.

3. **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 any provision of this Agreement and any applicable law, present or future law, ordinance or administrative regulation, 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 conflict exists.

4. **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.

5. **Entire Agreement.** This Agreement contains the entire agreement 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 County and the Rail District, and not otherwise.

6. **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.
7. **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 delivered in accordance herewith:

If to County:

Hidalgo County, Texas
Attention: J.D. Salinas, III, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

If to Rail District:

Hidalgo County Commuter Rail District
100 E. Cano, 2nd Floor
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.

8. **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.
9. **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.
10. **Assignment.** This Agreement shall not be assignable.
11. **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.

12. **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 as often as may be appropriate.
13. **Authority to Execute.** The execution and performance of this Agreement by the Rail District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Rail District and County in accordance with its terms.
14. **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.
15. **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. §271.903.

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

Hidalgo County

Hidalgo County Commuter Rail District

JD Salinas III, County Judge

Godfrey Garza, Chair

ATTEST:

ATTEST:

Arturo Guajardo, Jr., County Clerk

Agapito Vargas, Secretary

APPROVED AS TO FORM:

Antonio Mendoza
Assistant Criminal District Attorney