

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS AGREEMENT is made on this the _____ day of _____, 2009, by and between the CITY OF MISSION, 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, City is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, City and County, each pursuant to Local Government Code Chapter 332 are authorized to jointly establish, provide, acquire, maintain, construct, equip, operate and supervise recreational facilities and programs located on property owned or acquired by either party;

WHEREAS, County desires to assist City in the development of Mission Northwest Park located on eight (8) acres of City property (the "Park") by constructing bathroom facilities, parking lots, and road improvements leading into the Park

WHEREAS, the Park will be open to all City and County residents for their use and enjoyment and will provide a safe environment for children and families seeking outdoor activities in their community;

WHEREAS, the parties desire to express their respective responsibilities and obligations for the Park in this Agreement;

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. The County agrees to assist City in the development and construction of the Park by providing the following: (1) the labor, equipment and materials for the construction of men's and women's restroom facilities; (2) the labor, equipment and materials for the construction of the parking lot of the Park and (3) the labor, equipment and materials to pave (caliché and overlay) the road entering the Park up to Inspiration Road.
2. The City shall be responsible for lighting at the Park and for providing recreational facilities including but not limited to: basketball courts, walking trails, pavilion, little league baseball field, soccer field, playground set, mountain bike tract and a butterfly garden. City further agrees to consult with County Precinct No. 3 for the use of such recreational facilities.
3. The City shall follow its Park and Recreation Department's Rules and Regulations to operate and maintain the Park and will coordinate the use of the Park's pavilion for functions and use by the public with the County's Precinct No. 3 office.
4. The parties further agree that upon completion of the parking lot, restroom facilities and road improvements, the City shall be responsible for their maintenance and operation. The City further agrees to release the County of any and all obligations pertaining to Park that lie within the city limits of City.
5. The City shall be responsible for installation and relocation of all utilities required by County in order to complete County's obligations under this Agreement.
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 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 conflict exists.
7. **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.
8. **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.

14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of 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 singular shall include the plural whenever and so often as may be appropriate.
16. **Authority to Execute.** The execution and performance of this Agreement by City and County 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.
17. **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.
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, 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.

THE CITY OF MISSION

Norberto Salinas, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

J.D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain