STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY, TEXAS
AND WILLACY COUNTY, TEXAS

This AGREEMENT is made on this the 7th day of April 2009, by and between the **HIDALGO COUNTY, TEXAS** hereinafter referred to as "Hidalgo County" and the **WILLACY COUNTY, TEXAS**, hereinafter referred to as "Willacy County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the Edinburg Consolidated Independent School District bus route in northern Hidalgo County runs along CR 10 and Jesus Maria Lane (the "Road");

WHEREAS, the Road being in Hidalgo County, enters into Willacy County and then returns to Hidalgo County;

WHEREAS, approximately three miles of the Road straddles the county line of Hidalgo and Willacy County, approximately three miles of the Road lies within Willacy County and approximately three and one-half miles of the Road lies in Hidalgo County;

WHEREAS, the Road is used by citizens of both Hidalgo and Willacy Counties and serves as a mutual benefit to both counties;

WHEREAS, Hidalgo and Willacy counties desire to jointly maintain by providing grading services to the Road in order to promote public safety and the wellbeing of the citizens who travel on the Road;

WHEREAS, Hidalgo County desires to enter into an Interlocal Cooperation Agreement with Willacy County for the joint maintenance of the Road.

NOW THEREFORE, Hidalgo County and Willacy County for consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Hidalgo County and Willacy County agree to jointly and mutually maintain the Road a distance of approximately 9.9 miles ending at Jesus Maria Lane by providing grading services to the surface of the Road at least three times a year each or more often on an as needed basis.

2. Hidalgo and Willacy counties mutually authorize the other to enter the boundaries of their respective jurisdiction if necessary in order to maintain the Road as described in paragraph 1 above.

3. Hidalgo and Willacy counties agree it is in their mutual best interest to provide maintenance of the Road as described herein and that the Road serves as a connecting link and integral part of their county road systems.

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. **Conflict of 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 time such conflict exists.

6. **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.

7. **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) and 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 Hidalgo and Willacy Counties, and not otherwise.

8. **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.

9. **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 Willacy County: Willacy County
Attn: County Judge

_____

_____

If to Hidalgo County: Hidalgo County
Attention: County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

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 further 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 convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of 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 singular shall include the plural whenever and so often as may be appropriate.

15. **Authority to Execute.** The execution and performance of this Agreement by Hidalgo and Willacy Counties have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Hidalgo and Willacy Counties in accordance with its terms.

16. **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.

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, 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.

J.D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Willacy County Judge

ATTEST:

County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: Stephen L. Crain