

STATE OF TEXAS

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COUNTY OF HIDALGO

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

This Agreement is made on this the _____ day of _____, 2009 by and between **HIDALGO COUNTY**, hereinafter referred to as "County," and the **CITY OF EDINBURG, TEXAS**, hereinafter referred to as "Edinburg," and pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Edinburg is engaging in a project for the construction of facilities for The Boys and Girls Club located at 2657 Cullen Street, Edinburg, Hidalgo County, Texas (the "Project") which will provide services to the youth of Edinburg, and County;

WHEREAS, statistical information shows that 2,344 of the youth served by the Boys and Girls Club of Edinburg reside outside its city limits and within the County, jurisdictional limits in areas that do not have after school club sites;

WHEREAS, to better serve the needs of the youth of Edinburg and County, it is in the best interest of both Edinburg and the County to mutually provide for the construction of "The Project";

WHEREAS, in accordance with Local Government Code Section 791.003(3)(E), the parties are permitted to enter into an Interlocal Cooperation Agreement for the purpose of providing parks and recreation services;

WHEREAS, County, has agreed to assist Edinburg by providing construction services for a portion of "The Project" as outlined in Exhibit "A" attached;

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

1. County agrees to provide the labor and equipment for the construction of certain portions of the Project as outlined below, excluding any curb and gutter:

- a. Parking Area – approximately 6,700 square yards of grading for subgrade, flex base and asphalt.
- b. Walking Trails – approximately 1,400 linear feet of grading and compaction.
- c. Brick Paved Area – approximately 1,300 square yards of subgrade preparation.

d. Storm Sewer, Piping and Inlets – approximately 1,445 linear feet of installation.

2. Edinburg shall provide all materials for the construction of the Project as outlined above in Paragraph 1.

3. In consideration of the County's cooperation in the construction of the Project and in accordance with Local Government Code Section 791.003(3)(E), Edinburg agrees to require the Boys and Girls Club to make all outside recreational facilities located at the Project site available to the public when not in use by the Boys and Girls Club.

4. **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 and provisions 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 later shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists.

5. **NO WAIVER.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

6. **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 the County and Edinburg and not otherwise.

7. **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.

8. **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, (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
County Rene Ramirez
2nd Floor
P.O. Box 1358
Edinburg, Texas 78540

With copy to: Hidalgo County Commissioner, Precinct 4
Oscar L. Garza, Jr.
1105 N. Doolittle Road
Edinburg, Texas 78539

If to Edinburg: City of Edinburg
City Manager Ramiro Garza, Jr.
415 West University Drive
Edinburg, Texas 78539

With copy to: City of Edinburg
City Engineer Isael Posadas, P.E., C.F.M.
415 West University Drive
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 of, if mailed, at such time as it is deposited in the United States mail.

9. 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.

10. 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.

11. This Agreement shall not be assignable.

12. 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. The execution and performance of the Agreement by County and Edinburg have been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Edinburg in accordance with its terms.

14. 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 for the paying party, as herein provided.

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

HIDALGO COUNTY

By: _____
Rene Ramirez, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., City Manager

ATTEST:

By: _____
Myra L. Ayala-Garza, City Secretary

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

GONZALEZ – PALACIOS, ATTORNEYS AT LAW

By: _____
City Attorney