

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ____ day of October, 2010, by and between the **CITY OF MISSION, TEXAS**, hereinafter referred to as "Mission," 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, Mission is a municipality located in Hidalgo County, Texas;

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

WHEREAS, Mission and County each pursuant to their statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, Mission and County desire to repair with caliche a portion of Military Parkway to Bates Road, Bates Road to Old Military Road (approximately 1/8 mile) and Old Military Road from FM 1427 East on Old Military Road to Bentsen Parkway located within Mission, (the "Roads") more particularly described in Exhibit "A" attach hereto and collectively referred to as the "Road Improvements."

WHEREAS, County is reconstructing a portion of Old Military Road within the rural area of the County that adjoins the Roads and the repair of the Roads will serve a legitimate county purpose to assist Mission in protecting the general health and welfare of its citizens and providing a better roadway for use by Border Patrol by providing the Road Improvements described in Exhibit A; and

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

1. Mission and County agree to cooperate in the Road Improvements described in Exhibit A.

2. The County agrees to supply all of the labor, and equipment necessary to complete the Road Improvements
3. Mission agrees to supply County with all caliche necessary or required to complete the Road Improvements which Mission and County estimate to be approximately 2705 tons.
4. County and Mission will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Roads described herein.
5. County agrees to provide such services, and equipment to effectuate the Road Improvements described herein, within the city limits of Mission between October 17, 2010 and December 31, 2010.
6. County agrees it is in its best interest to assist Mission with the Road Improvements and that such streets and roads serve as connecting links and integral parts of the County road system.
7. 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.
8. **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.
9. **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.
10. **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 Mission and County, and not otherwise.
11. **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

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.

18. **Authority to Execute.** The execution and performance of this Agreement by Mission and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Mission and County in accordance with its terms.
19. **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.
20. **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.
21. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "B" attached herein.

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

CITY OF MISSION

Norberto Salinas, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

By: Stephen L. Crain

Exhibit A

Description of Roads to be Improved Military Parkway to Bates Road

Bates Road to Old Military Road (approximately 1/8 mile) Old Military Road from FM 1427 East on Old Military Road to Bentsen Parkway

EXHIBIT "B"

STATE OF TEXAS §
§
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**APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to repair with caliche a portion of Military Parkway to Bates Road. Bates Road to Old Military Road (approximately 1/8 mile) Old Military Road from FM 1427 East on Old Military Road to Bentsen Parkway located within City of Mission, through an Interlocal Cooperation Agreement to be entered into with the City of Mission, Texas and Hidalgo County

By vote on _____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Rene Ramirez, County Judge

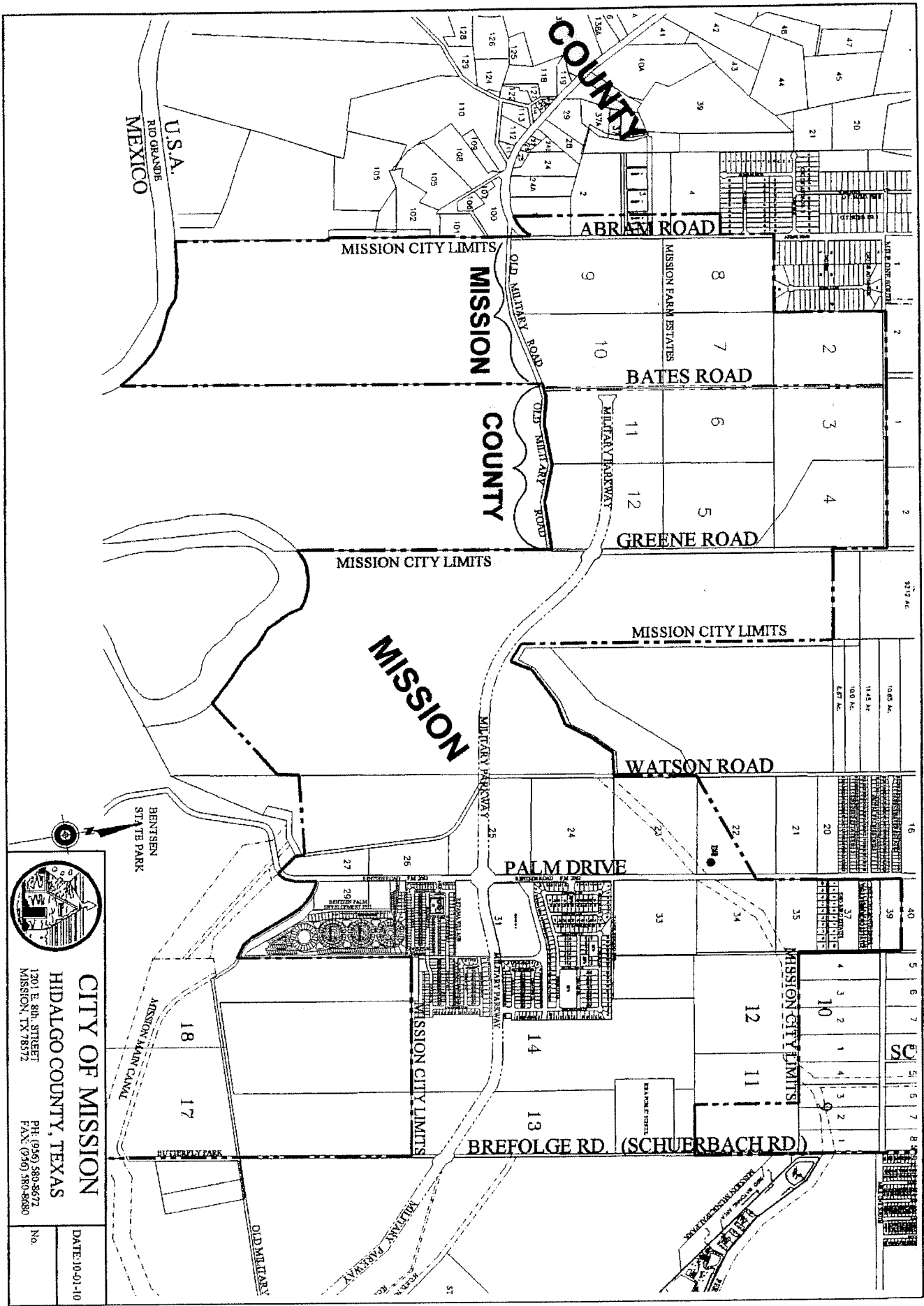
ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

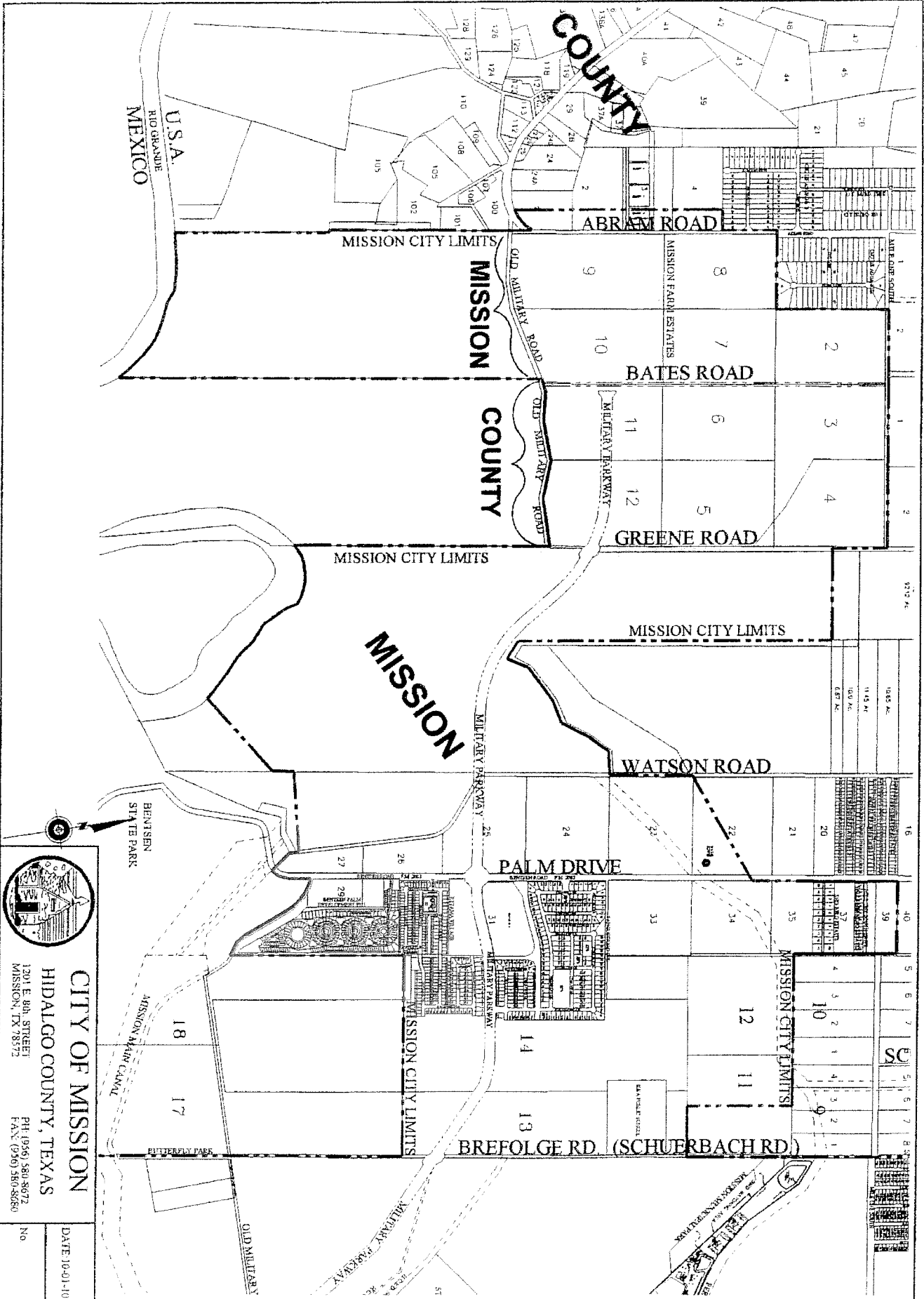
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain



CITY OF MISSION
HIDALGO COUNTY, TEXAS
 1201 E. 8th STREET
 MISSION, TX 78572
 PH: (956) 580-8672
 FAX: (956) 580-8680

DATE: 10-01-10
 No.



CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1301 E. 8th STREET
 MISSION, TX 78572

PH: (956) 580-8672
 FAX: (956) 580-8660

DATE: 10-01-10
 No.