

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

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

THIS Agreement is made on this the ____ day of _____, 2011 by and between the **CITY OF EDINBURG, TEXAS** hereinafter referred to as "Edinburg", 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, Edinburg is a home rule municipality located in Hidalgo County, Texas; and,

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

WHEREAS, County and Edinburg desire to make drainage improvements to an area starting at Wilson Avenue located within the Community of Faysville and thence heading south along the East right of way line of U.S. Highway 281 to a discharge point approximately 3,700 feet North of FM 2812 (the "Project"); and,

WHEREAS, portions of the Project are situated in Edinburg and portions are situated in County; and,

WHEREAS, County and Edinburg, each pursuant to its statutory and constitutional authority, are desirous that the necessary drainage improvements be done in order to alleviate the existing flood problems within their respective territorial rights; and,

WHEREAS, the drainage improvements to the Project shall include, but not be limited to, Installation of a pump structure with a 16" PVC storm water force main, detention pond with inlets, storm sewer pipes and manholes, and engineering; and,

WHEREAS, the County and Edinburg are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt 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, the County and Edinburg in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Edinburg, pursuant to Tex. Trans Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.
2. County will retain a competent engineering firm and/or in-house engineer to prepare all construction and right-of-way plans and maps necessary for the construction of drainage improvements, as necessary.
3. County shall be responsible for performing the work necessary to complete the Project within the County and the City, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed Four Hundred Fifteen Thousand One Hundred Two Dollars and Eighty Eight Cents (\$415,102.88)
4. Edinburg shall have no monetary contribution to the Project.
5. Edinburg agrees it is in its best interest to provide such assistance to County as described herein, as such Project will serve to alleviate flooding and water overflow that occurs within the area.
6. County shall, at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Project.
7. County shall be responsible for the engineering, specifications, plans and maps necessary to complete the Project.
8. Indemnification:

“To the extent allowed by law, COUNTY agrees to indemnify and hold harmless and defend CITY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney’s fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

“To the extent allowed by law, CITY agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney’s fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.”
9. Conflict with Applicable Law. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between an provision of this Agreement and any (applicable law) present or future law, ordinance or

14. **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.
15. **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.
16. **Assignment.** This Agreement shall not be assignable.
17. **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.
18. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and singular shall include the plural whenever and so often as may be appropriate.
19. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.
20. **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.
21. **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 thirty (30) 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.
22. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part of parts had never been included herein.
23. **The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "A" attached herein.**

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

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary



APPROVE AS TO FORM:

Gonzalez-Palacios, LLP
Attorneys at Law

By: _____
City Attorney

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

EXHIBIT "A"

**APPROVAL OF
INTERLOCAL 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 desire to perform the work and services described herein within its corporate city limits through an Interlocal Cooperation Agreement to be entered into with the City of Edinburg, Texas, and Hidalgo County.

By vote on _____ 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

**APPROVE AS TO FORM:
ATLAS & HALL, L.L.P.**

By: _____
Stephen L. Crain