

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

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

THIS Agreement is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **CITY OF SULLIVAN CITY, TEXAS**, hereinafter referred to as "Sullivan 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**, Sullivan City is a home rule municipality located in Hidalgo County, Texas; and

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

**WHEREAS**, Sullivan City desires to give permission to County to install culverts for various lots within the El Pinto Road Subdivision No. 1 (the "Subdivision") located within Sullivan City limits and County agrees it is in its best interest of the County to install the culverts for the lots in order to prevent flooding within the County;

**WHEREAS**, the developers of the Subdivision or owners of lots within the Subdivision had prior to date of this Agreement deposited funds into the County's escrow account to pay for the cost of material, labor and equipment to install the culverts (the "Escrow Account");

**WHEREAS**, the County agrees to use the funds located within the Escrow Account to pay for all the material and labor costs for installing the culverts within the Subdivision;

**WHEREAS**, Sullivan City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. 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.

**WHEREAS**, Sullivan City will benefit from the installation of the culverts by the County; and

**WHEREAS**, Hidalgo County has determined it would be in the best interest of Hidalgo County for Hidalgo County to install the culverts within the Subdivision for drainage improvements for the residents of Sullivan City and those of the County.

**NOW, THEREFORE,** Sullivan City and County, in consideration of the mutual covenants expressed herein, agree as follows:

1. County agrees to install culverts in the Subdivision which is located wholly within the Sullivan City city limits and to provide the material, labor and equipment necessary for the culvert installation.
2. Sullivan City grants permission to the County to enter the Subdivision and install the necessary culverts.
3. The parties agree that the cost of materials, labor, and equipment for the culvert installation will not exceed Four Thousand Eighty Four dollars and Eighty cents (\$4084.80) which is the total amount remaining in the Escrow Account for which County is responsible.
4. County shall review all specifications and plans for the culvert installation and shall not provide labor or equipment until such plans are approved by the County Planning Department.
5. Sullivan City and County shall coordinate work schedules in order to provide for minimal disruption to the Subdivision and will use their best efforts to complete the project within one hundred and eighty days (180) days of the date of this Agreement.
6. Following completion of the work described herein, the parties agree Sullivan City shall be responsible for the maintenance of the culverts in the Subdivision as long as the Subdivision remains within the city limits.
7. Following completion of the work described herein, the parties agree that County will be released of any and all duties imposed by this Agreement.
8. 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.
9. **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 times such conflict exists.

10. **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.
11. **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 County and Sullivan City, and not otherwise.
12. **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.
13. **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 Sullivan City: City of Sullivan City  
Attention: Rosendo "Cheno" Benavides  
PO BOX 249  
Sullivan City, Texas 78595

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

with copy to : Joe Flores, Commissioner, Precinct No. 3  
PO Box 607  
Mission, Texas 78573

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.

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 convenience 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 neuter 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 Sullivan 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 Sullivan City and County 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 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.

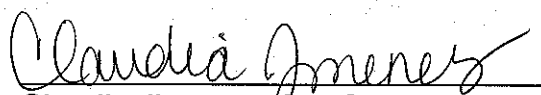
[This page intentionally left blank.]

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

**CITY OF SULLIVAN CITY**

  
\_\_\_\_\_  
Rosendo "Cheno" Benavides, Mayor

ATTEST:

  
\_\_\_\_\_  
Claudia Jimenez, City Secretary

**HIDALGO COUNTY**

\_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajadro, County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: \_\_\_\_\_  
Stephen L. Crain

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

**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 install culverts located within the El Pinto Road Subdivision No.1 through an Interlocal Cooperation Agreement to be entered into with the City of Sullivan City, Texas and Hidalgo County.

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

\_\_\_\_\_  
By: Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, County Clerk

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain