

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ____ day of _____, 2011 by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," and Sullivan City, Texas hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

WHEREAS, Sullivan City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County desires to assist City in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work");

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

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and County's current price of materials. County shall be solely responsible for determining the current rate for its equipment and County's cost of materials and City agrees to reimburse County for such rates and costs within thirty (30) days of receipt of invoice from County. All equipment of County must be operated at all times by County manpower. Any request for use by City of County equipment and materials shall be subject to the approval of Commissioner of Precinct 3 determining that such equipment and materials are not needed by the Commissioner for the times requested by the City.
2. County shall provide City with man power at the current hourly rates for individuals required to complete the Work. Prior to City utilizing County manpower, City shall request and receive the current hourly rates of County individuals, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall

be solely responsible for determining the current rate of its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County individuals shall be subject to the approval by the Commissioner of Precinct 3 determining that the County individuals so requested by the City are not required for projects of Precinct 3 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at their current prices to the City for such equipment and materials for the furtherance of the Work. Prior to County utilizing any City equipment or materials County shall request and receive a statement of City's current hourly rates for use of equipment and City's correct price of materials. City shall be solely responsible for determining the current rate for its equipment and City's cost of materials and County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. All equipment of City must be operated at all times by City manpower. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager determining that such equipment and materials are not retained by the City for the times requested by the County.
4. City shall provide County with man power at the current hourly rates for individuals required to complete the Work. Prior to County utilizing City manpower, County shall request and receive the current hourly rates of City individuals required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City individuals shall be subject to the approval by the City Manager determining that the City individuals so requested by the County are not required for projects of City at the time requested by County.
5. The parties agree that all any additional costs associated or incurred with the Work shall be the responsibility of each respective entity in its entirety.
6. The term of this Agreement shall be one (1) year with automatic renewals for five (5) additional one year terms upon the same terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time and without notice to the other party unless terminated pursuant to numbered paragraph 9 of this Agreement.
7. Upon a change in price for manpower for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any on-going Work and before beginning any new Work.

8. Upon a change in price for manpower for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new Work.
9. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
10. **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 any conflict between any 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 provisions 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.
11. **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.
12. **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 City and County and not otherwise.
13. **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.
14. **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 City: Sullivan City, Texas
Attention: Rosendo "Cheno" Benavides City Mayor
500 Cenizo Drive
Sullivan City, Texas 78595

If to County: Hidalgo County
Attention: Ramon Garcia County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

With copy to: Joe Flores, Commissioner, Precinct 3
724 N. Breyfogle
Mission, Texas 78574

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.

15. **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.
16. **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.
17. **Assignment.** This Agreement shall not be assignable.
18. **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.
19. **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.
20. **Authority to Execute.** The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
21. **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.
22. **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. Section 271.903.

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

SULLIVAN CITY, TEXAS

Rosendo "Cheno" Benavides, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: 

Stephen L. Crain