

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN THE EDINBURG ECONOMIC
DEVELOPMENT CORPORATION, THE CITY OF EDINBURG
AND HIDALGO COUNTY FOR MASTER PLAN ASSISTANCE**

This Agreement is made and entered into as of the date set forth below by and between the **EDINBURG ECONOMIC DEVELOPMENT CORPORATION** (hereinafter the "EEDC"), a non-profit Development Corporation created under the Texas Development Corporation Act, Texas Local Government Code Section 501 et seq, as amended, the **CITY OF EDINBURG**, a home-rule municipal corporation, situated in Hidalgo County, Texas (hereinafter the "City of Edinburg"), and **HIDALGO COUNTY** (hereinafter "**HIDALGO COUNTY**"), for the purpose of setting forth the Agreement regarding the payment of fees for the Master Plan for the Hidalgo County Courthouse and surrounding area.

RECITALS

WHEREAS, HIDALGO COUNTY has a Mater Plan for the Courthouse and surrounding area; and

WHEREAS, the Master Plan includes, but is not limited to, site analysis, assessment of building, facilities programming, design criteria and thermal energy evaluation of the Hidalgo County Courthouse and its surrounding area; and

WHEREAS, the EEDC and the **CITY OF EDINBURG** have agreed to contribute towards the Master Plan and each will contribute the amount of FIFTY THOUSAND AND 00/100THS DOLLARS (\$50,000.00).

NOW, THEREFORE, the parties agree as follows:

Article I.
COSTS AND EXPENSES

1. The EEDC and the **City of Edinburg** agree that each shall contribute the amount of FIFTY THOUSAND AND 00/100THS DOLLARS (\$50,000.00) towards the cost of the Master Plan for the Courthouse and the surrounding area.

2. The EEDC and the **City of Edinburg** further agree that they shall pay the amount of FIFTY THOUSAND AND 00/100THS DOLLARS (\$50,000.00) upon the execution of this Agreement.

ARTICLE II.
**REPRESENTATIONS, WARRANTIES, ACKNOWLEDGMENTS,
CONDITIONS AND CONTINGENCIES**

1. All parties represent and warrant that they are duly authorized to enter into this Agreement in the capacity indicated.

2. Any party may terminate this Agreement upon notice to the other party if performance by any other party of a substantial term of this Agreement is objectively, highly unlikely to occur, and the party has first given the non-performing party a reasonable opportunity to cure its failure of performance.

Article III.
SEVERABILITY

If any provision of this Agreement shall, for any reason, be held in violation of any applicable law, and so much of the Agreement is held to be unenforceable, the invalidity of such a specific provision herein shall not be held to invalidate any other provisions herein; which other provisions shall remain in full force and effect, unless removal of the invalid provision destroys the legitimate purposes of this Agreement, in which event this Agreement shall be terminated.


Article IV.
GENERAL TERMS

EFFECTIVE DATE This Agreement shall take effect immediately after the approval by the governing board of the last entity appending signature herewith.

TERMINATION Either party to this Agreement may terminate this Agreement prior to substantial completion of the Master Plan. If a party terminates this Agreement, it must give the non-terminating party at least sixty (60) days' notice of such termination.

IN WITNESS WHEREOF, the **CITY OF EDINBURG**, the **EDINBURG ECONOMIC DEVELOPMENT CORPORATION** and the **COUNTY OF HIDALGO** have executed this Agreement in triplicate originals as of the dates stated.

CITY OF EDINBURG

By: 
Shawn Snider
Acting City Manager

Date: 1-4-12

ATTESTED:

By: 
Myra Ayala Garza, City of Edinburg
Secretary



EDINBURG ECONOMIC DEVELOPMENT CORPORATION

By: 
Richard H. Garcia, President
Board of Directors
Date: _____




ATTESTED:

By: _____
Fred Palacios, Secretary
Board of Directors

COUNTY OF HIDALGO

By: _____
Ramon Garcia,
County Judge
Date: _____

APPROVED AS TO FORM:

By: 
Gerald Castillo,
City of Edinburg Attorney
By: _____

By: _____
Cynthia C. Gutierrez, EEDC
Attorney

By: _____

Hidalgo County Attorney