

STATE OF TEXAS
COUNTY OF HIDALGO

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

This Agreement is made on this the _____ day of _____, 2012, by and between the **CITY OF EDINBURG, TEXAS** hereinafter referred to as "Edinburg" and the **COUNTY OF HIDALGO** hereinafter referred to as "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH

WHEREAS, Edinburg is a municipality located in Hidalgo County, Texas;

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

WHEREAS, Edinburg desires to cooperate with County through its Urban County Program in the administration and use of certain Colonia Construction funds from the Texas Department of Agriculture for single-unit residential sewer installation (the "Funding");

WHEREAS, certain lots in Hillcrest Terrace and Santa Cruz Ranchettes subdivisions located in the extra territorial jurisdiction of Edinburg qualify for the Funding;

WHEREAS, Edinburg desires to contribute funding for sewer installation for the lots in Hillcrest Terrace and Santa Cruz Ranchettes subdivision that do not qualify for the Funding;

WHEREAS, Edinburg desires to have all the lots in both Hillcrest Terrace and Santa Cruz Subdivisions have sewer installation.

WHEREAS, Edinburg 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; and

WHEREAS, Edinburg and County are agreeable to these terms.

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

1. Hidalgo County, utilizing the Funding, agrees to contract for sewer improvements to both Hillcrest Terrace and Santa Cruz Ranchettes Subdivision located in the extra territorial jurisdiction of Edinburg and Edinburg authorizes County's Contractor, equipment and personnel to enter Hillcrest Terrace and Santa Cruz Ranchettes Subdivision to construct the sewer improvements.
2. Following completion of the sewer improvements, Edinburg shall be responsible for providing sewer service along with, maintenance and repair and any other expenses associated with the sewer improvements, to Hillcrest Terrace and Santa Cruz Ranchettes subdivision and County shall be released of all liability or responsibility for the sewer service and the sewer improvements.
3. Edinburg shall pay County within ten (10) days following the approval of this Agreement the sum of Twenty Nine Thousand Three Hundred Eighty Four Dollars (\$29,384.00) representing the cost of sewer improvements to those lots in Hillcrest Terrace and Santa Cruz Ranchettes subdivision that do not qualify for the Funding.
4. 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.
5. **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 a conflict between any provision of this 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 necessary to bring them within the legal requirements and during the times such conflict exists.
6. **No Waiver:** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding, breach of the same or any other provision thereof.
7. **Entire Agreement:** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements 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 Edinburg, and not otherwise.
8. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE

PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

9. **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 addressed to the parties at the addressed set forth below, or at such other address as may have been theretofore specified by written notice delivered in accordance herewith:

If to Edinburg: City of Edinburg
 ~~Richard Garcia, Mayor~~ Ramiro Garza, Jr., City Manager
 ~~210 W. McIntyre~~ 415 W. University
 Edinburg, TX 78540

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

With Copy to: Joseph Palacios, Commissioner, Precinct No. 4
 1051 Doolittle Road
 Edinburg, Texas 78539

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.

10. **Additional Documents:** The Parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
11. **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.
12. **Assignment:** This Agreement shall not be assignable.

13. **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.
14. **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
15. **Authority to Execute:** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
16. **Governmental Purpose:** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.
17. **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, they 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 provision 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.

CITY OF EDINBURG

Richard H. Garcia, Mayor

ATTEST:

Myra L. Ayala Garcia, City Secretary

Ayala Garcia



Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain

APPROVED AS TO FORM:

Gonzalez Palacios LLP

Attorneys at Law


City Attorney

STATE OF TEXAS §
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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 and agrees it is in its best interest to assist Edinburg in installing certain sewer improvements in Hillcrest Terrace and Santa Cruz Ranchettes Subdivision located in the extra territorial jurisdiction in Edinburg, Texas utilizing Colonia Construction Funds from the Texas Department Agriculture funding through an Interlocal Cooperation Agreement to be entered into with the City of Edinburg, Texas, and Hidalgo County.

By vote on _____ 2012, 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 & RODRIGUEZ, LLP

By: _____
Stephen L. Crain