

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ___ day of _____, 2013, by and between the **CITY OF EDINBURG, TEXAS**, hereinafter referred to as "**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, City is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, City and County each pursuant to its statutory and constitutional authority are responsible for maintenance of certain drainage ditches and roadways within their respective boundaries;

WHEREAS, City and County desire to clean and clear a drainage ditch in Los Nogales Subdivision (hereinafter "Project"), which is located in the extraterritorial jurisdiction of City and owned by City;

WHEREAS, County has determined that County will receive benefit from undertaking the Project by ensuring proper drainage of waters and eliminate flooding on County roadways including but not limited to Kenyon Road, East Mile 17 Road, Albanan Street, Jutland Street, Appaloosa Street, Palomino Street, and Stallion Street, which will increase the public health and safety to the residents of both City and County; and

WHEREAS, County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act and pursuant to the County Road and Bridge Act.

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree to perform the work described herein as follows:

1. City agrees to provide a brush grappler and dump trucks for the removal of debris and trash at City's sole expense and cost.

2. County agrees to provide, through Hidalgo County Commissioner Precinct 4, an excavator and back hoe at County's sole expense and cost.
3. City and County represent and agree that each party is responsible for their own expenses and costs that they may incur.
4. 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 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 time such conflict exists.
5. 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.
6. 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 City and County, and not otherwise.
7. 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.
8. 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:

City Secretary Department
Attn: City Secretary
415 W. University Drive
Edinburg, Texas 78539

If to County:

County of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
302 W. University Dr.

Edinburg, Texas 78539

With Copies to:

Commissioner Precinct 4
Attn: Joseph Palacios, Commissioner
1051 N. Doolittle Rd.
Edinburg, Texas 78542

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.

9. 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.
10. 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.
11. Assignment. This Agreement shall not be assignable.
12. 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.
13. 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.
14. Authority to Execute. The execution and performance of this Agreement by Pharr and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Pharr and County in accordance with its terms.
15. 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.
16. 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 the Texas Local Government Code Section §271.903.

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

CITY OF EDINBURG

Richard H. Garza, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney
Rene Guerra

By: _____
Michael L. Garza
Assistant District Attorney

STATE OF TEXAS §

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**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT PROJECT**

In accordance with Texas Government Code Section 791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to clean and clear a drainage ditch in the Los Nogales Subdivision (the "Project"); through an Interlocal Cooperation Agreement to be entered into with the City of Edinburg, Texas, and Hidalgo County.

By vote on _____, 2013, 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:

Office of Criminal District Attorney

By: _____
Michael L. Garza
Assistant District Attorney