

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

This Agreement is made effective this the 26th day of November, 2013 , by and between Hidalgo County for itself and on behalf of the Hidalgo County Urban County Program (“Hidalgo County”), hereinafter sometimes collectively referred to as “Hidalgo County” and City of Pharr, Texas , hereinafter referred to as “City” pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH

WHEREAS, Urban County received a Grant from the Texas General Land Office for non-housing assistance, a portion of which will be utilized for the South Fork Drain Project;

WHEREAS, South Fork Drain Project contains installation of check valves inside a storm sewer pipe of City which storm sewer pipe empties into the South Floodwater Channel, a part of the South Fork Drain Project (the “Project”);

WHEREAS, Hidalgo County and City 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;

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

1. Hidalgo County agrees to provide all third party engineering, services, labor and material to install check valves in City’s storm sewer pipe within City between Jackson Road and Veterans Boulevard also known as I Road.
2. Urban County agrees to contribute the sum of One Hundred Eighty Three Thousand Seven Hundred and Eight and no/100ths dollars (\$183,708.00) to the Project.
3. Hidalgo County acting by and through Precinct 2, and without utilizing any funds from Urban County hired at its sole cost and expense through a separate agreement a licensed engineer to prepare any and all necessary plans and specifications needed to complete the Project and Hidalgo County shall be responsible for and pay such engineer.

4. Hidalgo County makes no warranties, express or implied, under this Agreement or otherwise in connection with the Project as described above.
5. The City consents to County providing a share of costs for materials and performing labor within the corporate limits of City.
6. Hidalgo County agrees to conduct and perform, at its sole cost and expense, any and all other requirements of the Project not specifically agreed to herein to be undertaken by or paid for by City or Urban County.
7. Hidalgo County agrees to conform to its own applicable purchasing laws, regulations, policies, and under this Agreement.
8. Upon completion of the Project City shall maintain and operate the Project.
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 Hidalgo County and 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 Hidalgo County: Hidalgo County
Attention: Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78540-0758

If to City: City of Pharr
Attention: Leopoldo "Polo" Palacios, Jr., Mayor
118 S. Cage Blvd.
Pharr, Texas 78577

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 City and Hidalgo 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 Hidalgo 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.

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


COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk

CITY OF PHARR



Leopoldo "Polo" Palacios, Mayor

ATTEST:


for City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

BY: 

Stephen L. Crain

