

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This Agreement is made on this the ___ day of _____, 2015 by and between HIDALGO COUNTY, TEXAS, hereinafter referred to "County" and THE CITY OF McALLEN, TEXAS acting by and through the Public Utility Board hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, City desires to assist County in that certain sanitary sewer project to service Hoehn Drive Subdivision located in the extra territorial jurisdiction of City such project more particularly described on Exhibit A attached hereto (the "Work");

WHEREAS, the Work consists among other items the construction of a lift station (oversized), force main (oversized), sanitary sewer lines (oversized) residential connection of sewer line and filling of on-site sewage facilities;

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

1. County agrees to perform the Work in accordance with the specifications prepared by Raul Sesin, P.E. dated May 1, 2015. City agrees to pay County a lump sum of Four Hundred Seventy Seven Thousand Eight Hundred Ninety Five and 90/100ths dollars (\$477,895.90) upon execution of this Agreement for performance of the Work (the "City Payment"). Following completion of the Work by County, County shall have no further obligation or responsibility with respect to the Work including but not limited to repairs to or maintenance of the Work.
2. County agrees either by its own forces or by third party contractor(s) to provide for engineering, labor and materials required for the Work.
3. The parties agree that all other costs associated with the Work shall be the responsibility of County in their entirety.
4. Term: The term of this Agreement shall be for the time period required to accomplish the Work which shall not exceed two hundred and forty (240) days from the date County receives the City Payment.

5. City, to the extent required under the Tex. Trans. Code §251.012, authorizes County to perform the work described herein.
6. County through third party contractor(s) utilizing funds County received or will receive from the Texas Department of Agriculture and Community Development Block Grant shall connect residential sanitary lines to the residences located within Hoehn Drive Subdivision (Vol.23, Page 59, HCMR).
7. Hidalgo County Precinct 4 shall contribute the sum of Five Hundred Forty Six Thousand Three Hundred Twenty Nine and 20/100ths dollars (\$546,329.20) toward the Work through the use of in house engineering and in house labor and equipment.
8. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
9. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work and services under this Agreement performed by each party.
10. **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 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 later 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.
11. **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 hereof.
12. **Entire Agreement.** This Agreement contains the entire agreement 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 both parties, and not otherwise.
13. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the other party may terminate this Agreement upon sixty (60) days written notice

to the party who failed to appropriate sufficient funds. 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.

14. 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.

15. 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 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 McAllen: City of McAllen
 Attention: James E. Darling, Mayor
 1300 Houston Avenue
 McAllen, Texas 78501

With copy to City of McAllen
 Attention: Roy Rodriguez, City Manager
 1300 Houston Avenue
 McAllen, Texas 78501

If to County: Hidalgo County
 Attention: Chairman of the Board
 900 N. Doolittle Road
 Edinburg, Texas 78541

With copy to: Commissioner, Precinct No. 4
 Attention: Joseph Palacios
 1102 N. 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.

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 legal representatives, successors, and assigns where permitted by this Agreement.
16. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
17. **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.
18. **Authority to Execute.** The execution and performance of this Agreement by City of McAllen and Hidalgo County have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of Irrigation and District in accordance with its terms.
19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

[SIGNATURE PAGE TO FOLLOW]

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

Annette Villarreal, City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:  _____
Stephen L. Crain

STATE OF TEXAS §

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**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 with the City of McAllen, Texas, and the County, through Precinct No. 4. The City and the County desire to assist in that certain sanitary sewer project located in Hoehn Drive Subdivision located in the extraterritorial jurisdiction of City more particularly through an Interlocal Cooperation Agreement to be entered into with the City of McAllen, Texas.

By vote on _____, 2015 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