

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
MISSION ECONOMIC DEVELOPMENT CORPORATION  
AND  
CITY OF MISSION**

This Interlocal Agreement ("Agreement") is entered into by and between the CITY OF MISSION, TEXAS (hereinafter referred to as the "City"), a municipal corporation under the laws of the State of Texas and the MISSION ECONOMIC DEVELOPMENT CORPORATION ("MEDC"), a public corporation created under the laws of the State of Texas, (collectively, the "Parties"), pursuant to the provisions of the Texas Interlocal Cooperation Act (the "Act"), Chapter 791 et seq., Texas Government Code, as follows:

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

**WHEREAS**, the City is a Texas Municipality and Home Rule Municipality as set forth in Texas Government Code §791.003; and

**WHEREAS**, the MEDC is a component of the City as set forth in Texas Government Code §791.003; and

**WHEREAS**, MEDC is authorized to promote economic development within the City of Mission and surrounding areas; and

**WHEREAS**, City seeks to undertake certain governmental functions and projects that will benefit the public and promote economic development within its jurisdiction; and

**WHEREAS**, MEDC has agreed to make available funds to the City for the purpose of supporting these projects in which both Parties are mutually interested.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**Article I - Purpose**

The purpose of this Agreement is to set forth the terms and conditions under which MEDC will make funds available to the City for the undertaking of government functions and implementation of certain projects.

**Article II - Advancing of Funds**

1. **Amount of Funds:** MEDC agrees to make available to City a maximum of \$2,000,000.00.
2. **Payment Schedule:** The funds will be made available and advanced as requested in writing by City. The City may request partial advances up to the maximum of \$2,000,000, and will only be responsible for repaying the portion of funds advanced and any interest accrued on those amounts, as highlighted in Article IV.
3. **Use of Funds:** The City agrees to use the funds exclusively for governmental functions/projects.

### **Article III - Responsibilities of the Parties**

1. **MEDC Responsibilities:**
  - Transfer the funds as specified in Article II.
  - Monitor the use of funds to ensure compliance with the terms of this Agreement.
2. **City Responsibilities:**
  - Use the funds for the specified governmental functions/projects.
  - Provide regular progress reports to MEDC detailing the use of funds and project status.
  - Maintain accurate records of all expenditures related to the use of these funds.
  - Comply with all applicable laws and regulations in the execution of the projects.
  - Repay all funds advanced to City and interest accrued no later than February 28, 2025.
  - Request in writing, if needed, a one-time thirty (30) day extension for repayment of all funds advanced and interest accrued.

### **Article IV – Repayment of Funds and Interest**

1. **Interest Rates on Funds:** An interest rate shall be paid by the City to the MEDC for funds advanced at the annual interest rate offered by TexPool at the time of the effective date of this agreement.
2. **Interest Rate Calculation and Payment:** Interest owed to the MEDC will be prorated based on the amount and date of advances to the City. Interest will be calculated on a monthly compounding basis. Calculations will be maintained by the City and provided to the MEDC along with the interest payment by February 28, 2025, unless the City requests a 30-day extension in writing as highlighted in Article III.

### **Article V - Term and Termination**

1. **Term:** This Agreement shall commence on June 24, 2024, and shall remain in effect until March 31, 2025, unless terminated earlier in accordance with this Article.
2. **Termination:**
  - Either party may terminate this Agreement with 30 days' written notice to the other party.
  - In the event of termination, the repayment date and terms will remain as stated in Article III.

### **Article VI - Miscellaneous**

1. **Amendments:** This Agreement may be amended only by a written instrument signed by both parties.
2. **Governing Law:** This Agreement shall be governed by and construed 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.
3. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
4. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

5. **Immunities:** The parties to this Agreement agree that each party, each through its officials, employees, and agents, shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of the event permitted under this Agreement, without waiving any sovereign or governmental immunity available to any party under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
6. **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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
7. **Notice:** Except as maybe 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 of Mission  
Mike Perez, City Manager  
1201 E. 8th St  
Mission, Texas 78572

With Copy to: City Attorney's Office  
Patricia A. Rigney, City Attorney  
1201 E. 8th St  
Mission, Texas 78572

If to MEDC: Mission Economic Development Corporation  
Tecló J. Garcia, Chief Executive Officer  
801 Bryan Rd.  
Mission, Texas 78572

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.

8. **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.

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. **Assignment:** This Agreement shall not be assignable.
11. **Headings.** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
12. **Authority to Execute.** The execution and performance of this Agreement by the City and MEDC have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and MEDC in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**APPROVED BY CITY OF MISSION CITY COUNCIL ON \_\_\_\_\_,**  
**2024. Agenda Item No. \_\_\_\_\_**

**CITY OF MISSION**

By: \_\_\_\_\_  
 NORIE GONZALEZ-GARZA, MAYOR

APPROVED AS TO FORM:

By: \_\_\_\_\_  
 Patricia A. Rigney, City Attorney

**APPROVED BY MISSION ECONOMIC DEVELOPMENT CORPORATION ON \_\_\_\_\_,**  
**2024. Agenda Item No. \_\_\_\_\_**

**MISSION ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Attorney for Mission Economic Development Corporation