

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the _____ day of _____, 2006, by and between the **CITY OF PHARR**, hereinafter referred to as "Pharr" 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, Pharr is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, Pharr, pursuant to its statutory and constitutional authority, is responsible for maintenance and improvements of certain public roadways within its boundaries, and is desirous that necessary improvements be done to reconstruct a certain portion of South "I" Road within Pharr from FM 3072 (Dicker Road) to Military Highway (U.S. 281), hereinafter referred to as the "Road";

WHEREAS, the Road, at various points, passes through the jurisdiction of Pharr and is an integral part of the County road system and as such, the County will benefit from the improvements to the Road since the Road is a connecting link;

WHEREAS, Pharr and County have agreed to cooperate in the improvements to the Road as further herein described;

WHEREAS, Pharr 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 pursuant to the County Road and Bridge Act which authorizes a county to improve roadways within the limits of a municipality with the municipality's consent.

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

1. The parties agree to improve South "I" Road from FM 3072 (Dicker Road) to Military Highway (U.S. 281) a distance of approximately two (2) linear miles.

2. Pharr, pursuant to Tex. Trans. Code §251.012, authorizes County to perform the work described herein.

3. County will retain and contract with a competent engineering firm to prepare all construction, plans and maps necessary for the reconstruction of the Road to County road standards which will include curb and gutter, resurfacing of the pavement and drainage improvements.

4. County will perform the work necessary to construct the improvements to the Road (except for utility adjustments) in a good and workmanlike manner.

5. Pharr agrees, at its sole cost and expense, to make all adjustments to utilities which are necessary for the reconstruction of the Road and that lies within Pharr's corporate city limits.

6. Pharr agrees to reimburse County for the cost of the Road improvements in an amount not to exceed Fifty Thousand Dollars and no/100ths (\$50,000.00) within 30 days of receiving such invoices from the County. This amount, together with Pharr's obligation regarding utility adjustments, represents Pharr's total responsibility and contribution with respect to the Road improvements described herein.

7. Following completion of the Road improvements described herein, Pharr agrees to be responsible for maintenance of the Road so long as the Road remains within its corporate city limits, and County shall be relieved of all duties and obligations stated herein.

8. Pharr and County's Precinct No. 2 will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Road, and will use their best efforts to complete the improvements within One Hundred and Twenty (120) days of the commencement of this Agreement.

9. **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 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 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.

10. **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.

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 Pharr and County, 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 obligations 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 communications 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 Pharr:	City of Pharr Attention: City Manager 205 West Park Pharr, Texas 78577
If to County:	County of Hidalgo Attention: County Judge P.O. Box 758 Edinburg, Texas 78540-0758
with copy to :	Commissioner, Precinct No. 2 301 E. State Street 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 convenient 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 the singular shall include the plural whenever and as often as may be appropriate.

19. **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.

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 thirty (30) 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.

CITY OF PHARR

By: _____
Leopoldo Palacios, Jr., Mayor

ATTEST:

Mary P. Munoz, City Secretary

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Eddy Trevino, Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By:  _____
Stephen L. Crain