

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
AMONG HIDALGO COUNTY PRECINCT NO. 1
AND THE CITY OF MERCEDES**

THIS Agreement is made on this the _____ day of _____, 2007, by and among the **CITY OF MERCEDES**, hereinafter referred to as "City", and **HIDALGO COUNTY PRECINCT NO. 1** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City, pursuant to its statutory and constitutional authority, is responsible for facilitating the vehicular transportation within and around the City of Mercedes, Texas; and

WHEREAS, the City along with the County of Hidalgo Precinct No. 1 desires to facilitate vehicular traffic and improve the road system for safe transportation; and

WHEREAS, the residents of Hidalgo County Precinct No. 1 will benefit from the road improvements; and

WHEREAS, the proposed roads are an integral part of and link to the County's road system.

NOW, THEREFORE, Hidalgo County Precinct No. 1 and the City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The City will contract to obtain engineering design for the street improvements.
2. The engineering design of the Improvements, including any contract for engineering services will be the responsibility of the City. City will, to the extent reasonably possible, follow the County's recommendations in the design of the Improvements.
3. City will contract for and supervise all phases of the design, and;
4. The Hidalgo County Precinct No. 1 will participate in this project by providing the equipment and personnel to complete the road system improvements as identified in Exhibit "A". The City of Mercedes will be responsible to provide all material necessary for the project.
5. **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.

6. **No Waiver.** No waiver by the County 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.
7. **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 representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the County and the City, and not otherwise.
8. **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.
9. **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 County: Hidalgo County Judge J.D. Salinas, III
c/o Sylvia S. Handy, Pct. No. 1 Commissioner
1902 Joe Stephens Ave.
Weslaco, TX 78596

If to City: City of Mercedes
Attention: Ricardo Garcia, City Manager
P.O. Box 837
Mercedes, TX 78570

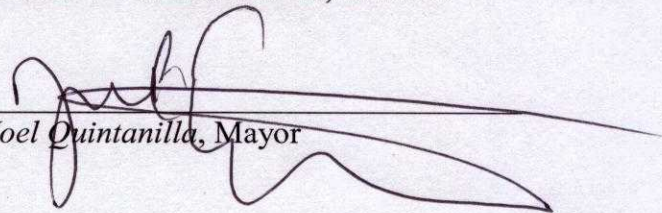
Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

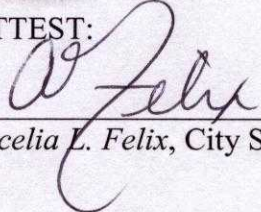
10. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
11. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
12. **Assignment.** This Agreement shall not be assignable.
13. **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.
14. **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.
15. **Authority to Execute.** The execution and performance of this Agreement by the County and the City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the City in accordance with its terms.
16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purposes 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.

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



THE CITY OF MERCEDES, TEXAS

By: 
Joel Quintanilla, Mayor

ATTEST:


Arcelia L. Felix, City Secretary

HIDALGO COUNTY PRECINCT NO. 1

By: _____

(Printed Name & Title of Official)

ATTEST:

County Clerk- _____

EXHIBIT "A"

Road System Improvements:

- 1.) Florida Ave. (5th St. to 10th St.)
- 2.) Closner St. (from F.M. 491 to East End) and Caroline (from Closner to End)
- 3.) Jones Street (from Dallas to End)
- 4.) First Street (from Colorado to Reynosa)
- 5.) Vermont (from Frontage to Bus. 83), (Expressway to Anacuitas) and Anacuitas to Armory Dr.)
- 6.) Michigan (First to Frontage)
- 7.) Matamoros (from First to Frontage)
- 8.) Colorado St. (14th St. to South Dead End)
- 9.) Washington Street (from Anacuitas to Armory Dr.)
- 10.) Frances Avenue from Fourth Street to Sixth Street
- 11.) Indiana Avenue from Sixth Street to Tenth Street

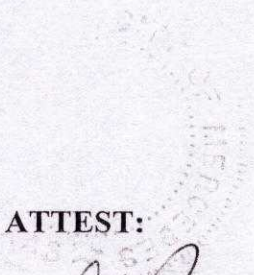
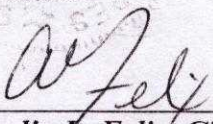
RESOLUTION #2007-32

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, TEXAS, that the **City Commission** hereby approves an Interlocal Agreement between the City of Mercedes, Texas and **Hidalgo County Precinct No. 1** for facilitating vehicular transportation road improvements; and

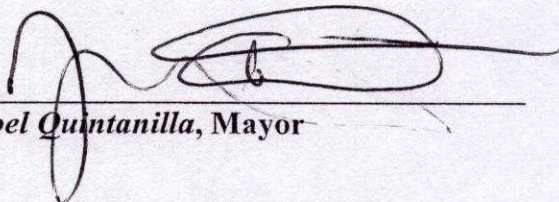
BE IT FURTHER RESOLVED THAT the attached Interlocal Agreement is hereby included and made a part hereof for all purposes and intents, and that the Mayor or Mayor Pro-Tem is hereby authorized to execute said Agreement and to do all other acts necessary to carry said Agreement into effect.

PASSED, APPROVED AND ADOPTED THIS THE 1ST DAY OF MAY, 2007.

ATTEST:

Arcelia L. Felix, City Secretary



Joel Quintanilla, Mayor