

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 City of Mercedes will reimburse the County of Hidalgo, Precinct No. 1 for labor and equipment use in accordance with the attached Exhibit "A", which is incorporated into this interlocal agreement for all intents and purposes.
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

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BUDGET OFFICE  
HIDALGO COUNTY

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:

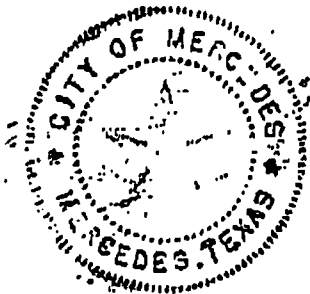
If to County: Hidalgo County Judge J.D. Salinas, III  
 c/o Sylvia S. Handy, Pct. No. 1 Commissioner  
 1902 Joe Stephens Ave.  
 Weslaco, TX 78596

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.



ATTEST:

*Arcella L. Felix*  
 \_\_\_\_\_  
 Arcella L. Felix, City Secretary

THE CITY OF MERCEDES, TEXAS

By: *Joel Quintanilla*  
 \_\_\_\_\_  
 Joel Quintanilla, Mayor

OCT.11.2007 9:42AM CITY OF MERCEDES

**HIDALGO COUNTY PRECINCT NO. 1**

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

(Printed Name & Title of Official)

**ATTEST:**

\_\_\_\_\_  
County Clerk- \_\_\_\_\_

## Exhibit A

### Reimbursement Rates for Usage Of County Equipment & Labor

#### County Equipment

1.	Smooth Drum Vibratory	\$ 47.02 / Hr.
2.	Double Drum Vibratory	\$ 56.00 / Hr.
3.	2001 Nine Wheel Pneumatic Roller	\$ 30.18 / Hr.
4.	Water Truck	\$ 21.83 / Hr.
5.	Motorgrader	\$ 69.97 / Hr.
6.	Back-hoe Loader	\$ 27.74 / Hr.
7.	Dump Truck	\$ 44.44 / Hr.
8.	18 Wheel Transport	\$ 31.75 / Hr.
9.	Paver	\$ 140.48 / Hr.
10.	Double Drum Steel Roller	\$ 33.83 / Hr.

#### County Labor

1.	Paving Supervisor	\$ 16.77 / Hr.
2.	Heavy Equipment Operator I	\$ 15.04 / Hr.
3.	Heavy Equipment Operator II	\$ 13.98 / Hr.
4.	Heavy Equipment Operator III	\$ 17.41 / Hr.
5.	Truck Driver I	\$ 11.34 / Hr.
6.	Truck Driver III	\$ 10.08 / Hr.
7.	Maintenance I	\$ 10.69 / Hr.
8.	Maintenance II	\$ 12.87 / Hr.
9.	Maintenance III	\$ 15.04 / Hr.
10.	Safety Coord.	\$ 16.77 / Hr.