

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ____ day of _____, 2008, by and between the **CITY OF SAN JUAN, TEXAS** hereinafter referred to as "City", 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, City is a home rule municipality located in Hidalgo County, Texas:

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

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries, and are desirous that necessary improvements be done to expand and improve certain roads providing access to various colonias within the City and the County;

WHEREAS, the County is eligible to receive Border Colonia Access Program Funding administered by the Texas Department of Transportation for eligible roadway projects serving border colonias;

WHEREAS, the Border Colonia Access Program allows for improvement of roads within the corporate limits of City that are identified and included in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, City and County, through the Border Colonia Access Program have designated **Lucky Drive** and **Fortune Avenue** within the **RSW Unit 1 Subdivision** (the "Roads") located within city limits of City for improvements including reconstruction and repaving of the Roads as more particularly described herein;

WHEREAS, the Roads qualify for inclusion in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, County has determined that the County will benefit from improvements to the Roads;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") 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 counties to improve roadways within the limits of a city with the City's consent.

WHEREAS, City, pursuant to Tex. Trans. Code Section 251.012, authorizes County to perform the work described herein.

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

1. The City consents to allow County to make the Road improvements within the city limits of City as further described in this Agreement.
2. County agrees to provide the necessary labor, equipment and materials to complete the improvements to the Roads within the city limits, as follows: excavate Roads; embankment backfill; haul and install six (6) inches of flexible base (caliche); lime treat base course; prime coat finished flex base surface; haul and lay hot mix surface (asphalt); install barricades; signs and traffic handling; install and remove temporary sediment fence; relocate mailboxes and install small roadside sign assembly; excavate trench; install concrete, drain pipe, manhole and safety end treatments; and lay asphalt driveways (collectively the "Work"). The monies allocated to the County for the Work shall be grant monies including but not limited to, Border Colonia Access Program monies and Urban County monies.
3. City shall, at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Road improvements and that lie within the City's corporate limits.
4. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Roads, and will use their best efforts to complete the Work within one hundred and eighty (180) days of the execution of this Agreement.
5. The City agrees to provide manpower and equipment for the Work as requested by the County based on need.
6. Following completion of the Work described herein, the parties agree that City shall be responsible for the maintenance of any portion of the Roads located within the city limits of City so long as such portion of the Roads remain within the city limits and County shall be responsible for the maintenance and repair of any portion of the Roads located within the County's boundaries so long as such portion of the Roads remain within the County's boundaries and not within the City.
7. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the Agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

8. **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.
9. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 City and County, and not otherwise.
10. **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.
11. **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 City: City of San Juan
 Attention: Pedro Contreras
 709 S. Nebraska
 San Juan, Texas 78589

If to County: County of Hidalgo
 Attention: Juan D Salinas III, County Judge
 P.O. Box 758
 Edinburg TX 78540-0758

With Copy to: Commissioner, Precinct Number 2
 Hector "Tito" Palacios
 301 East State
 San Juan, TX 78577

 Colonia Access Program Director
 Attention: Agapito Vargas
 301 East State

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.

12. **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.
13. **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.
14. **Assignment.** This Agreement shall not be assignable.
15. **Headings.** The headings and captions contained in this Agreement are solely for convenience and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
16. **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.
17. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.
18. **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.
19. **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.

20. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

CITY OF SAN JUAN

Pedro Contreras, Mayor

ATTEST:

Gloria Banda, City Secretary

COUNTY OF HIDALGO


Juan D Salinas III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP



By: Stephen Crain