

# Hidalgo County

## Precinct No. 2

HECTOR "TITO" PALACIOS  
COUNTY COMMISSIONER

### MEMORENDUM

December 19, 2008

Please rescind action taken by Commissioner's Court on November 18, 2008 approving Inter Local Agreement between the City of San Juan and the County of Hidalgo. This agreement involves Little Street within the boundaries of Tiny Acres Subdivision which is not within the city limits of San Juan thus the requested action.

- D. Approval of 2008 appropriation of monies received on a seizure award in the Sheriffs Federal Sharing - U.S. Department of Treasury Fund (1228) in the amount of \$1,009.80.**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

**11. Colonia Access Program - Agapito Vargas (SEE EXHIBIT O)**

- A. Presentation for discussion, consideration, acceptance and approval of three (3) Interlocal Cooperation Agreements between the City of San Juan, Texas and County of Hidalgo in connection with the Border Colonia Access Program Project, for the following projects: Eldora Gardens Subdivision (Angelica Drive), Tiny Acres Subdivision (Little Street), RSW Unit 1 Subdivision (Lucky Drive and Fortune Avenue), Miller ReSub Lot A, Sundowner Recreational Center Subdivision, Citriana Village.**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item #12.

- B. Presentation for discussion, consideration, acceptance and approval of payments for the following invoices: Invoice No. 2589 in the amount of \$2,283.97 (Eldora/1426 - Santana Subd/Nadia Street), Invoice No. 2590 in the amount of \$4,316.82 (North Alamo Village), and Invoice No. 2591 in the amount of \$ 2,103.68 (NorthSide Village) as submitted by project Engineer R. Gutierrez Engineering, Inc.**

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to Mr. Sesin and Mr. Eufrazio being satisfied the work is being done.

At this time the Court moved back to item #5-A.

**12. Precinct #4- Comm. Garza: (SEE EXHIBIT P)**

- A. Discussion, consideration and action on Interlocal Agreement between County of Hidalgo and Irrigation District No. I**

NO ACTION taken on this item.

**B. Precinct No. 4 - Parks**

- 1. Approval to create two (2) regular full-time Security/Maintenance positions, slot no. 124-009-0006 and 124-009-0007 budgeted at \$27,000.00 per year.**
- 2. Approval of revised salary schedule.**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items #1 & 2.



**CITY OF SAN JUAN**

**CERTIFIED AGENDA ITEM**

On this the 25th day of November 2008, I **GLORIA BANDA-GONZALES**, City Secretary of the City of San Juan do hereby certify as follows:

1. That I was the City Secretary at a Meeting of the San Juan City Commission of San Juan, Texas, which was held at **6:00 p.m.** on **Tuesday, November 25, 2008**, at San Juan Fire Station #2, 2301 North Raul Longoria, San Juan, Texas.
2. That Tony Garza, City Manager informed the Mayor, City Commissioners and citizens present that **Project 2 Little Street** was not in the City Limits of San Juan, Texas.
3. That the following is a True and Correct Agenda and record of the portion of such meeting were a motion to approve InterLocal Agreements between the City of San Juan and Hidalgo County for the following Street Projects: Project 1) Angelica Street; **Project 2) Little Street**; Project 3) Lucky Drive; Project 4) Easy Street & El Grato Drive; Project 5) Citriana, Orange, Lemon, Tangerine, Grapefruit, Lime, and Mimosa Streets; and Project 6) Mint Street and Carroll Lane was made by Mayor Pro Tempore Lupe Rodriguez with attorney review of county documents submitted and excluding Project 2) Little Street. The motion was seconded by Commissioner Bob Garza. The motion passed unanimously (5-0).

**EXECUTED** this **18th** day of **December 2008**.

**ATTEST:**

  
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**GLORIA BANDA-GONZALES**  
**CITY SECRETARY**  
**CITY OF SAN JUAN**

STATE OF TEXAS

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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 26<sup>th</sup> day of November, 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 **Little Street** within the **Tiny Acres Subdivision** (the "Road") located within the city limits of City for improvements including reconstruction and repaving of the Road as more particularly described herein;

**WHEREAS**, the Road qualifies 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 Road;

**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 Road within the city limits of City, as follows: excavate road; haul and install six (6) inches of flexible base (caliche); prime coat finished flex base surface; haul and lay hot mix surface (asphalt); Install and remove sediment control fences; Install small roadside signs; excavate trench; install drain pipe, two inlets and one manhole (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 Road, 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 Road located within the city limits of City so long as such portion of the Road remains within the city limits and County shall be responsible for the maintenance and repair of any portion of the Road located within the County's boundaries so long as such portion of the Road remains 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  
   Pharr, TX 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.

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**

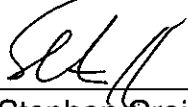
  
Juan D Salinas III, County Judge

**ATTEST:**

  
Arturo Guajardo Jr., County Clerk

**APPROVED AS TO FORM:**

ATLAS & HALL, LLP

  
By: Stephen Crain