

January 2009

STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

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

This AGREEMENT is made on this the \_\_\_\_ day of January 2009, by and between the **CITY OF PALMHURST, TEXAS** hereinafter referred to as "City" and the **COUNTY OF HIDALGO**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WHEREAS**, Palmhurst is a municipality located in Hidalgo County, Texas;

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

**WHEREAS**, the parties desire to make certain road improvements to Trooper Road from North 3 Mile Road to the north approximately one quarter (1/4) of a mile within the city limits of City; (the "Road") as more particularly described in Exhibit "A";

**WHEREAS**, the Road in its present condition poses a safety hazard to travelers within City and County because this portion of the Road has collapsed due to the installation of a sewer line and improperly packed ground in the vicinity;

**WHEREAS**, it would serve a legitimate county purpose to assist City in protecting the general health and welfare of its citizens by providing certain improvements to the Road as described in Exhibit "A";

**WHEREAS**, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code Section 791.00a *et seq.*, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. County agrees to provide materials, equipment and labor necessary to complete the Road improvements by providing an asphalt overlay within the city limits of Palmhurst a distance of approximately one quarter ( ¼) of a mile as described in Exhibit "A", subject to full reimbursement as herein described in paragraph 2 below.
2. City agrees to reimburse County with Urban County funds designated for City, within thirty (30) days of invoice from County an amount equal to the amount County paid for any such materials utilized by County within the city limits of Palmhurst under this Interlocal Agreement in an amount not to exceed Eighteen Thousand Dollars

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and No/100ths (\$18,000.00) and for equipment and labor in an amount not to exceed Five Thousand Seven Hundred and Seventy Eight Dollars and No/100ths (\$5,778.00). City further consents for City designated Urban County funds to be used for the Road improvements as described herein.

3. City authorizes County to perform the work to the Road as described herein within its city limits.
4. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Road described herein.
5. County agrees to complete the work to the Road described herein within the city limits of Palmhurst within 90 days of execution of this Agreement.
6. County agrees it is in its best interest to provide such assistance to City and that such portion of the Road serves as a connecting link and integral part of the County road system.
7. Following completion of the Road improvements described herein, City 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. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
9. **Conflict of 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 and provision of their 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 provision 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 the 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) and 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 City 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 OBLIGATION 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 communication 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 Palmhurst  
Attn: City Manager  
4417 N. Shary Road  
Palmhurst, Texas 78574

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

with copy to :             Joe Flores, Commissioner, Precinct No. 3  
PO Box 607  
Mission, Texas 78573

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.

**15. 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.

**16. 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.

**17. Assignment.** This Agreement shall not be assignable.

18. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

19. **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.

20. **Authority to Execute.** The execution and performance of this Agreement by Palmhurst and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Palmhurst and County in accordance with its terms.

21. **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.

22. **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 ninety (90) 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 PALMHURST**

\_\_\_\_\_  
Ramiro Rodriguez, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary



# EXHIBIT "A"

1. The Board of Directors of the Corporation shall have the authority to issue and sell additional shares of common stock of the Corporation, subject to the approval of the stockholders of the Corporation.

2. The Board of Directors of the Corporation shall have the authority to issue and sell additional shares of common stock of the Corporation, subject to the approval of the stockholders of the Corporation.

3. The Board of Directors of the Corporation shall have the authority to issue and sell additional shares of common stock of the Corporation, subject to the approval of the stockholders of the Corporation.

4. The Board of Directors of the Corporation shall have the authority to issue and sell additional shares of common stock of the Corporation, subject to the approval of the stockholders of the Corporation.

5. The Board of Directors of the Corporation shall have the authority to issue and sell additional shares of common stock of the Corporation, subject to the approval of the stockholders of the Corporation.