

STATE OF TEXAS           §

COUNTY OF HIDALGO   §

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

THIS agreement is made on this the \_\_\_\_\_ day of, \_\_\_\_\_, 2009, by and between the CITY OF ALAMO, TEXAS, hereinafter referred to as "Alamo" and the COUNTY OF HIDALGO, TEXAS hereinafter referred to as "County", pursuant to the provisions of the Texas Inter-Local Cooperation Act, as follows:

WITNESSETH:

WHEREAS, "Alamo" is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, the City of Alamo has deemed it necessary to make certain highway improvements to Tower Road from FM 495 to Expressway 83 and Business 83 to Moore Road (the "Project"), sections of which are within the city limits of Alamo.

WHEREAS, the County and Alamo desire to cooperate in the improvements required to complete the Project this will include the acquisition of certain right-of-way;

WHEREAS, County and Alamo are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Texas Gov't Code 791.001 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, County and Alamo, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to undertake the acquisition of right-of-way for the Project within the city limits of Alamo, including but not limited to, required title reports, title policies, appraisals, recording fees, closing costs, the cost of land and condemnation on the reimbursement basis.
2. Alamo agrees to reimburse County for any and all expenses for right-of-way acquisition including but not limited to the cost of land, title policies, appraisals, recording fees, closing costs, legal services, administrative fees, and any other associated expenses incurred by County related to acquisition or condemnation of such right-of-way within the city limits of Alamo.

3. County agrees to invoice Alamo for all expenses incurred on Alamo's behalf for the Project for work performed within the city limits except for those expenses paid directly by the City of Alamo and agrees to make such payments to County within thirty (30) days of receipt of invoices.

4. 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.

5. **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 any 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 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 ally party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding of 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 agreement 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 Alamo County, 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 OBLIGATION 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 maybe 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 Alamo: City of Alamo  
Attention: Rudy Villarreal, Mayor  
420 N. Tower Road  
Alamo Texas, 78516

If to Hidalgo: Hidalgo County, Texas  
Attention J.D. Salinas, III, County Judge  
P .0. Box 758  
Edinburg, Texas 78539-0758

With Copy to: Sylvia Handy, Commissioner, Precinct No. 1

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 times 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 assign 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 convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of 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 singular shall include the plural whenever and so often as may be appropriate.

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

16. **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.

**17. Commitment or 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 these 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 ALAMO

\_\_\_\_\_  
Rudy Villarreal - Mayor

ATTEST:

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

HIDALGO COUNTY

\_\_\_\_\_  
J.D. Salinas III, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, County Clerk

Approved as to Form:

\_\_\_\_\_  
Atlas & Hall, L.L.P .  
By: Stephen L. Crain