

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

THIS agreement is made on this the 11th day of August,
2009, by and between the CITY OF SAN JUAN, TEXAS, hereinafter referred to as "San
Juan" 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, "San Juan" is a home rule municipality located in Hidalgo County,
Texas;

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

WHEREAS, the Texas Department of Transportation ("TxDOT") has deemed it
necessary to make certain highway improvements to FM 2557 from US 281 to 0.5 Mile
South of Business 83 (the "Project"), a section of which is within the city limits of San Juan.

WHEREAS, San Juan has been designated by the Texas Department of
Transportation (TxDOT) as entities eligible to receive reimbursement for work related to the
Project;

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

WHEREAS, by virtue of TxDOT **Minute Order 111487** issued on **August 28, 2008**,
TxDOT granted San Juan a reduction in the required local match for eligible expenses under
the Economically Disadvantaged County Program (EDCP);

WHEREAS, County and San Juan 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 San Juan, 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
with the city limits and ETJ of San Juan, including but not limited to, required
title reports, title policies, appraisals, recording fees, closing costs, the cost of
land and condemnation of reimbursement basis.

2. San Juan agrees to the proposition that County receive any and all TxDOT Project funds or payments originally budgeted by TxDOT for San Juan, to be paid directly to the County as consideration for work performed by the County within the San Juan city limits and ETJ for right-of-way acquisition.

3. San Juan further agrees to reimburse County for any and all expenses not reimbursed directly for right-of-way acquisition including but not limited to the cost of land, Title policies, appraisals, recording fees, closing cost, and any necessary legal services, any other associated expenses incurred by County related to acquisition or condemnation of such right-of-way within the city limits and ETJ of San Juan.

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

5. TxDOT will coordinate work schedules in order to provide for minimal disruption of traffic and operation during the construction of the Project as described herein.

6. 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.

7. 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.

8. 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.

9. 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 San Juan 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 OBLIGATION 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 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 San Juan
Attention: Pedro Contreras, Mayor
709 S. Nebraska
San Juan, Texas, 78589

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

With Copy to: Hector "Tito" Palacios, Commissioner, Precinct No. 2

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.

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 assign 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 reference 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 San Juan and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of San Juan and County 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 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 SAN JUAN



Pedro Contreras, Mayor

ATTEST:



City Secretary

HIDALGO COUNTY

J.D. Salinas III, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved as to Form:

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

9/16/09

Jose Pena [8:51 AM]:
Morning Yoli, Hey I'm going to need about \$45,000 for that Interlocal with San Juan for Stewart Road. It will be approx. 35,000 for land acquisition and 10,000 for appraisals and othwer misc exp.

Jose Pena [8:51 AM]:
Please try to get it in for next weeks agenda for approval

Yolanda Cisneros [8:51 AM]:
good morning ... get the Interlocal or the money

Jose Pena [8:52 AM]:
Interlocal to court

Jose Pena [8:53 AM]:
but you needed to know approx on the money

Jose Pena [8:53 AM]:
remember

Yolanda Cisneros [8:53 AM]:
yes okay...i'll go ahead and take care of that....THANK YOU!

Jose Pena [8:53 AM]:
thanks

Jose Pena [8:54 AM]:

Yolanda Cisneros [8:54 AM]:
ANYTIME....

9/16/09

This will need a TX DOT account # created.
Rolando ^(Budget) will talk to Serge @ Budget.