

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 ____ day of _____, 2009, 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 TXDOT funding from the 3rd Call Border Colonia Access Program (the "Border Program") for eligible roadway improvements to Colonias;

WHEREAS, the Border 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 Program have designated Sally Street and Sandy Street within the Aldamas Unit 1 & 2 Subdivisions and Mesquite Street within Mesquite Acres Subdivision (collectively the "Road(s)") located within the city limits of City for improvements including reconstruction and repaving (collectively the "Work");

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

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

WHEREAS, City and County have agreed to cooperate in the improvements to the Roads as further described herein;

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 parties agree to make improvements to the Roads as further described in this Agreement.
2. County, at its sole cost and expense shall, through an independent contractor, contract for improvements to the Roads in an amount not to exceed Two Hundred Twenty-One Thousand Three Hundred Ten and 94/100ths (\$221,310.94) for street improvements and Two Hundred Twenty Thousand Sixty-Five and 00/100ths (\$220,065.00) for drainage improvements for Aldamas Unit I & II Subdivision and an amount not to exceed Ninety-Three Thousand Four Hundred Forty-One and 06/100ths (\$93,441.06) for street improvements and Ninety-Eight Thousand Four Hundred Forty-Five and 00/100ths (\$98,445.00) for drainage improvements for Mesquite Subdivision.
3. City agrees to reimburse the County for any non-eligible Border Program improvements for the Roads and necessary drainage and to make such reimbursements within (15) days of receipt of such invoices by City from County.
4. City shall, at its sole cost and expense, make any adjustments to utilities which may be necessary for the Road improvements and that lie within the City's corporate limits.
5. 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 improvements within two hundred and seventy (270) days of the execution of this Agreement.
6. The City agrees to provide manpower as requested by the County upon need.

7. Upon completion of the Work described herein, the parties agree the City shall be responsible for the maintenance of the Roads as long as the Roads remains within the city limits and the County shall have no obligation whatsoever for future improvements or maintenance of the Roads.
8. **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 only in such event necessary to bring them within the legal requirements and during the time such conflicts exists.
9. **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.
10. **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.
11. **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.
12. **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, Mayor
 709 S. Nebraska
 San Juan, TX 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 2
Hector "Tito" Palacios
301 East State Street
Pharr, 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.

13. **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.
14. **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
15. **Assignment.** This Agreement shall not be assignable.
16. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
17. **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.
18. **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.
19. **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.

20. **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.
21. **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.

THE CITY OF SAN JUAN

Pedro Contreras, Mayor

ATTEST:

Tony Garza, Interim City Secretary

COUNTY OF HIDALGO

Juan D Salinas III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

By: Stephen Crain