

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 12th day of **March, 2010**, by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County" and **CITY OF MERCEDES, TEXAS** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County is county lawfully created in Texas;

WHEREAS, City is a home rule city located in Texas;

WHEREAS, City pursuant to its statutory and constitutional authority, is responsible for facilitating the vehicular transportation within and around the City of Mercedes, Texas;

WHEREAS, the City and the County through Precinct No. 1, desire to facilitate vehicular traffic and improve the road system for safe transportation within the city limits of City;

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

1. The City shall contract to obtain engineering design for street improvements and shall be responsible for supervision of all phases of the design of the street improvements.
2. The City shall be responsible for any and all engineering necessary for the street improvements, including but not limited to any internal or third party contracts for engineering services.
3. County, through Precinct No. 1, shall provide materials owned by County at current market prices to the City for the furtherance of the work on an as needed basis. The County shall make materials available to City only so long as such materials are readily available and not infringing or delaying any existing County projects in which the materials may be needed. County shall be solely responsible for determining the current rate for materials and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County.
4. County, through Precinct No. 1, shall provide the equipment and personnel necessary to complete the street improvements as described herein on an as-needed basis. The County shall make equipment and personnel available to City only so long as such equipment and personnel are readily available and not infringing or delaying any existing County projects in which the equipment and personnel may be needed. Infringing or delaying any existing County projects in which the equipment and personnel may be needed.

5. City agrees to reimburse County at County's cost for the use of the equipment and personnel on an hourly basis as described in Exhibit "A" and City further agrees to make such payments to County within thirty (30) days of receipt of invoices from County.
6. The parties agree that all other costs associated with the street improvements shall be the responsibility for the City and not the County.
7. **Term.** The term of this Agreement shall be perpetual and shall be under the same terms and conditions as described herein except that the rate/prices in Exhibit "A" are subject to change as defined in Paragraph 9, unless terminated by either party with or without cause as provided in this Agreement.
8. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
9. The costs described in Exhibit "A" are subject to change at any time when costs change to the County at which time the City may either accept or reject the new pricing. If the City rejects the new pricing proposed by the County for Exhibit "A", this Agreement shall terminate effective immediately.
10. **Conflict with 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 times such conflict exists.
11. **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.
12. **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) any 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 the City and County and not otherwise.
13. **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.

14. **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 Mercedes
Attention: City Manager
P. O. Drawer 837
Mercedes, Texas 78570

If to County: Hidalgo County
Attention: Rene A. Ramirez, County Judge
P. O. Box 758
Edinburg, Texas 78539

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 or 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 the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its term.
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 MERCEDES, TEXAS

Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

Stephen L. Crain

Exhibit "A"

Reimbursement Rates for Usage of County Equipment & Labor

County Equipment

1.	Smooth Drum Vibratory	\$ 47.02 / Hr.
2.	Double Drum Vibratory	\$ 56.00 / Hr.
3.	2001 Nine Wheel Pneumatic Roller	\$ 30.18 / Hr.
4.	Water Truck	\$ 21.83 / Hr.
5.	Motograder	\$ 69.97 / Hr.
6.	Back-hoe Loader	\$ 27.74 / Hr.
7.	18 Wheel Transport	\$ 31.75 / Hr.
8.	Paver	\$140.48 /Hr.
9.	Double Drum Steel Roller	\$ 33.83 / Hr.

County Labor

1.	Paving Supervisor	\$ 16.77 / Hr.
2.	Heavy Equipment Operator I	\$ 15.04 / Hr.
3.	Heavy Equipment Operator II	\$ 13.98 / Hr.
4.	Heavy Equipment Operator III	\$ 17.41 / Hr.
5.	Truck Driver I	\$ 11.34 / Hr.
6.	Truck Driver II	\$ 10.08 / Hr.
7.	Maintenance I	\$ 10.69 / Hr.
8.	Maintenance II	\$ 12.87 / Hr.
9.	Maintenance III	\$ 15.04 / Hr.
10.	Safety Coordinator	\$ 16.77 / Hr.

County Material

1.	MS-1 Emulsion Asphalt	\$ 2.40 / Gallon
2.	Flexible Base Material Type D, Grade 6	\$ 2.50 / Per Ton
3.	Evolver 4-4	\$ 17.35 / Gallon
4.	Mosquito Briquets	\$ 10.90 / Packet
5.	Hot Mix	\$ 45.40 / Ton
6.	Hauling of Hot Mix	\$ 9.25 + .46 (fuel)* / Ton
7.	Hauling of Calcihe	\$ 5.95 + .30 (fuel)* / Ton

County Service

30yd Roll-Off Container for Trash

Miles and Diesel Rates	\$ 36.15
To Deliver Hauling Rental	\$ 79.09 two days rental
Driver for 3 hr.	\$ 30.24 for taking and picking-up container
Disposal Fees \$29.82 per ton	<u>\$ 89.46</u> @ three tons average
	\$234.94 Total

30yd Roll-Off Container for Tires

Miles and Diesel Rates	\$ 36.15
To Deliver Hauling Rental	\$ 79.09 two days rental
Driver for 3 hr.	\$ 30.24 for taking and picking-up container
Disposal Fee	<u>\$275.00</u> average of tire that fit in the container is 275
	\$420.48 Total

30yd Roll-Off Container for Construction

Miles and Diesel Rates	\$ 36.15
To Deliver Hauling Rental	\$ 79.09 two days rental
Driver for 3 hr.	\$ 30.24 for taking and picking-up container
Disposal Fee \$29.82 per ton	<u>\$149.10</u> @ five tons average
	\$294.58 Total

Water Pumps

1.	2" with hoses	\$ 51.30 / daily rate
2.	3' with hoses	\$ 62.70 / daily rate
3.	4" with hoses	\$ 104.88 / daily rate