

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the _____ day of _____, 2010, by and between the CITY OF PALMVIEW, 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 municipality located in Hidalgo County, Texas;

WHEREAS, County is a political subdivision 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;

WHEREAS, City and County desire to jointly undertake street improvements to Champion Lane North, Champion Land West and Champion Lane East, all of which are streets within the Champion Estates Subdivision and that lie partially in the County and partially in the City (the "Street Improvements") as is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal 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, 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.

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

1. The parties agree to coordinate efforts in making the Street Improvements as described herein.
2. The County shall provide all labor, materials and equipment to complete the Street Improvements described herein within the County and the City.

3. The Street Improvements shall consist of caliche and hot mix overlay.
4. Upon thirty (30) days of receipt of invoice from County, City agrees to reimburse County an amount of Eight Thousand Four Hundred and Forty Four Dollars and 44/100ths (\$8,444.40) for overlay materials (caliche and hot mix) used for the Street Improvements and Seven Thousand Dollars and No/100ths (\$7,000.00) for labor.
5. County agrees to inform City of any additional expenses it may encounter in making the Street Improvements within the city limits prior to commencing any additional work. Upon written approval from City to proceed with the additional work, County shall perform such work and seek reimbursement from City in the same manner as stated in paragraph 4 above.
6. County will follow the County's standard specifications in reconstruction and overlay improvements for the Street Improvements unless otherwise agreed in writing by both parties.
7. The parties agree that City and County will each inspect and accept the Street Improvements within their respective jurisdictions prior to declaring such work completed.
8. The parties further agree that upon completion of the Street Improvements, each party shall be responsible for the maintenance and operation of the Street Improvements that lie within their respective jurisdictions and shall release the other party of any and all obligations pertaining to the Street Improvements so long as any portion of the work remains within their respective jurisdiction.
9. The City and County shall coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will use their best efforts to complete the Street Improvements no later than 180 days from execution of this Agreement.
10. City, pursuant to Tex. Trans. Code §251.012, authorizes County to perform the work described herein.
11. **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 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 times such conflict exists.

become necessary or convenient to effectuate and carry out the terms of this Agreement.

17. **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.
18. **Assignment.** This Agreement shall not be assignable.
19. **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.
20. **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.
21. **Authority to Execute.** The execution and performance of this Agreement by City and 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 terms.
22. **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.
23. **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 PALMVIEW, TEXAS


Mayor

ATTEST:



City Secretary

COUNTY OF HIDALGO

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

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**APPROVAL OF
INTERLCOAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to jointly undertake street improvements to Champion Lane North, Champion Land West and Champion Lane East located partially in the County and partially in the City within the Champion Estates Subdivision (the "Project") through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Palmview.

By vote on _____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

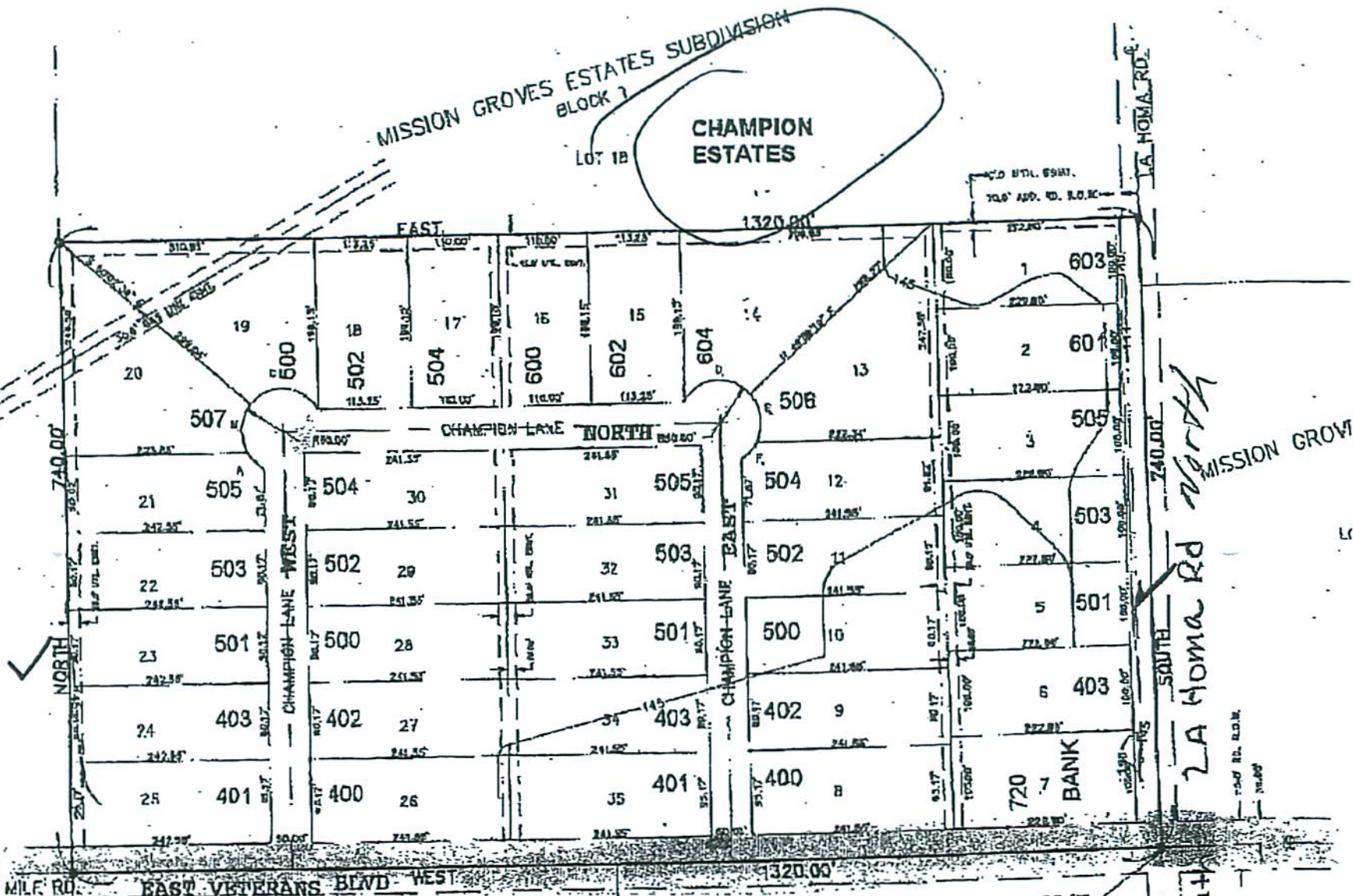
MISSION GROVES ESTATES SUBDIVISION
BLOCK 1

CHAMPION
ESTATES

LOT 18

100' UTIL. EASE.
700' APP. TO R.O.R.

AREA	DATA
1	3071.00
2	4478.10
3	11872.00
4	10791.10
5	4754.20
6	3124.50



ONE MILE RD

EAST VETERANS BLVD WEST

1320.00

LOT 14

LOT 15

MISSION GROVES ESTATES SUBDIVISION
BLOCK 1

LA HOMA RD North
MISSION GROVE

South

SUBDIVISION PLAT
OF
CHAMPION ESTATES
BEING A 22.42 A TRACT OF OUT OF
LOTS 16 & 18 BLOCK 1

