

STATE OF TEXAS           §  
  §  
  §  
COUNTY OF HIDALGO

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

This Agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 2010, 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 Interlocal Cooperation Act, as follows:

**WITNESSETH:**

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

**WHEREAS**, County is a political subdivision of the State of Texas;

**WHEREAS**, Alamo and County each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

**WHEREAS**, Alamo has made road improvements to Tower Road from the north curb line of **Ridge Road** to the **north curb line** of **Moore Road** within its territorial jurisdiction (the “Tower Road Project or the “Project”);

**WHEREAS**, the County desires to extend the Tower Road Project to include from the north curb line of Moore Road to the south side of El Gato Road. The total length of Project with curb & gutter to be approximately 2,787 LF and an additional 300 feet to be without curb & gutter. The curb and gutter to end 50 feet south of the south edge of El Gato Road, then from that point, the road will taper 300 feet in length south to the existing width of Tower Road (approx 20' to 24' in width). This 300' taper will not have curb & gutter. (the “AdditionalWork”);

**WHEREAS**, Alamo desires to assist County in performing the Work as described herein;

**WHEREAS**, County and Alamo are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (the Act) which authorizes local government to contract with each other to perform governmental functions and services under the terms of the Act;

**NOW THEREFORE**, Alamo and County, in consideration of the mutual covenants expressed herein agree as follows;

1. The County and the City agree for the City to provide all labor, materials and equipment necessary to extend the Tower Road Project to include from the north curb line of Moore Road to the south side of El Gato Road. The total length of Project with curb & gutter to be approximately 2,787 LF and an additional 300 feet to be without curb & gutter. The curb and gutter to end 50 feet south of the south edge of El Gato Road, then from that point, the Road will taper 300 feet in the length south to the existing width of Tower Road (approx 20' to 24' in width). This 300' taper will not have curb & gutter.
2. Alamo, at its sole cost and expense, shall be responsible for providing a new connection to an existing manhole, 70 feet of sanitary sewer line, trench protection and the re-compaction cost of the existing gravity sewer line, estimated to cost Seven Thousand Seven Hundred and Thirty Dollars and No. 100ths (\$7,730.00).
3. County, at its sole cost and expense, shall be responsible for providing caliche on site, installing paving, converting type C inlets to type F and remove any existing caliche and asphalt from the site including the detour portion when it is no longer needed.
4. Upon completion of the Additional Work, Alamo shall invoice County for the amount of Two Hundred and Twenty One Thousand one Hundred and Fifty Dollars and No/100ths (\$221,150.00) and County agrees to pay Alamo within thirty (30) days of receipt of such invoice.
5. Alamo agrees to release County from any and all liability which may arise due to the work described in the first numbered term of the agreement.
6. Upon completion of the work described in the first numbered term of the agreement. County shall be responsible for maintenance of the roadway which lies within the County's jurisdiction so long as such portion of the roadway remains within the County's jurisdiction.
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 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.

9. **Entire Agreement.** This Agreement contains the entire contact 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 Alamo 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 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 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, Texas  
   Attention: Mayor Rudy Villarreal  
   420 N. Tower Road  
   Alamo, Texas 78516

If to County:                      Hidalgo County, Texas  
   Attention : Rene Ramirez, County Judge  
   P.O. Box 758  
   Edinburg, Texas 78540-0758

With copy to:                      Hector Palacios  
   Commissioner, Precinct No. 2  
   301 E. State Street  
   Pharr, Texas 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.

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 assigns 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 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.
18. **Government Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services of functions and will pay for such services out of current revenues available to the paying party as herein provided.
19. **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.
20. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "A" attached herein.

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

**CITY OF ALAMO, TEXAS**

By: \_\_\_\_\_  
Rudy Villarreal, Mayor

**ATTEST:**

\_\_\_\_\_  
Margot Saenz, City Secretary

**HIDALGO COUNTY**

By: \_\_\_\_\_  
Rene Ramirez, County Judge

**ATTEST:**

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

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

By: \_\_\_\_\_  
Stephen L. Crain