

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This AGREEMENT is made on this the 8th day of November, 2011, by and between **CITY OF PALMHURST, TEXAS** hereinafter referred to as "City" and the **COUNTY OF HIDALGO**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, City is a municipality located in Hidalgo County, Texas;

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

WHEREAS, City has determined that 225 feet of a canal located on North Glasscock and 2 ½ Mile Line Road in the city limits of the City is creating a hazardous condition for travelers, particularly school buses and such canal needs to be lowered on such Road (as such term is hereinafter defined) in order to alleviate such hazardous condition (the "Project");

WHEREAS, City has agreed to provide the funds for the cost of the materials for the Project and County has agreed to provide the labor, equipment and machinery for the Project;

WHEREAS, it would serve a legitimate county purpose to assist City in protecting the general health and welfare of its citizens by constructing the Project;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code Section 791.00a *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, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to provide the materials, equipment and labor necessary to construct the Project.
2. City agrees to pay County an amount of \$4,108.00 for the cost of materials for the Road. In the event the cost of materials exceeds such amount City agrees to pay to County any additional amounts necessary for the cost of materials for the construction of the Project.

3. City authorizes County to perform the work on the portion of the road as described herein within its city limits.
4. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Road described herein.
5. County agrees to complete the work to the Road described herein within the city limits of City within 120 days following execution of this Agreement.
6. County agrees it is in its best interest to provide such assistance to City and that the Road serves as a connecting link and an integral part of the County road system.
7. Following completion of Project described herein, City agrees to be responsible for maintenance of the Road so long as the Roads remains within its corporate city limits, and County shall be relieved of all duties and obligations stated herein.
8. 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.
9. **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 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 time such conflict exists.
10. **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.
11. **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) 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 City and County, and not otherwise.
12. **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.

13. **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 Palmhurst, Texas
 Attn: Ramiro J. Rodriguez, Mayor
 4417 N. Shary Road
 Palmhurst, Texas 78573

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

With copy to: Joe Flores, Commissioner Precinct No. 3
 P.O. Box 607
 Mission, Texas 78573

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.

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 of 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 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.
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 PALMHURST

Ramiro J. Rodriguez, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: SLC
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. County is to provide materials, equipment and labor necessary to lower 225 feet of a canal which runs along North Glasscock Road and 2 ½ Mile Line in the City of Palmhurst, Texas (the "Project") through an Interlocal Cooperation Agreement to be entered into with The City of Palmhurst, Texas and the County of Hidalgo, Texas

By vote on _____ 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

Stephen L. Crain