

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 7th day of February, 2012, by and between the **CITY OF MISSION, 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, Mission 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;

WHEREAS, Mile 2 North from SH 107 (Conway) to SH 364 (La Homa Road) is an important and critical integral infrastructure connecting link corridor within Hidalgo County;

WHEREAS, Texas Department of Transportation ("TxDOT"), HCMPO, Mission and County have identified the need to widen and reconstruct Mile 2 North from an existing two-lane rural roadway to a four-lane curb & gutter facility (the "Road");

WHEREAS, TxDOT, Mission and County have allocated Federal, State and local funds to fully fund the acquisition of right of way, adjustment of utilities and construction of the Corridor Road;

WHEREAS, the segment of the project from SH 107 to Moorefield Road is within the corporate limits of Mission, while the segment from Moorefield Road to La Homa Road lies within County jurisdiction;

WHEREAS, Mission has taken the lead by incurring cost for the development of schematics, preliminary office right of way mapping, hydrologic map for identification of proposed outfalls, preliminary utility research, the required public involvement and, completion of the environmental document for the entire Road;

WHEREAS, Mission has incurred the cost of Plan's Specification's and Estimate ("PS&E") for the section of the Road from SH 107 to Inspiration Road;

WHEREAS, County will incur the costs of PS&E associated with the segment from Inspiration Road to Moorefield Road.

WHEREAS, the Road serves as a connecting link and an integral part of the County road system and such Road improvements are in the best interest of the County and City;

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 County and City agree in cooperation with TxDOT it is in their mutual best interest to widen and reconstruct the Road from an existing two lane rural roadway to a four lane curb and gutter facility (the "Road Improvements").
2. The County agrees to provide, Mission and TxDot the PS&E necessary to complete the section of the Road Improvements from Inspiration Road to La Homa Road.
3. The City has agreed to provide, at its cost, the development of schematics, preliminary office right of way mapping, hydrologic map for identification of proposed outfalls, preliminary utility research, the required public involvement, completion of the environmental document for the Road. The City also agrees to provide, its costs, PS&E from SH107 to Inspiration Road.
4. The City has or will, at its cost, agreed to provide the PS&E from SH 107 to Inspiration Road.
5. The City consents to County providing PS&E from Moorefield Road to Inspiration Road.
6. The parties agree that City and County will each inspect and accept the Road prior to declaring such work as completed.
7. The parties further agree that upon completion of the Road Improvements, each party shall be responsible for the maintenance and operation of the Road within

With copy to:

Commissioner, Precinct No.3
P.O. Box 607
Mission, Texas 78572

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 convenience 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 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.
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 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.

THE CITY OF MISSION

Norberto Salinas, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

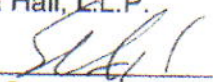
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

Stephen L. Crain

STATE OF TEXAS §
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**APPROVAL OF
INTERLOCAL 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 desire to widen and reconstruct Mile 2 North road from SH 107 to SH 364 through an Interlocal Cooperation Agreement to be entered into with the City of Mission, Texas, and Hidalgo County.

By vote on _____ 2012, 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