

STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY
AND THE CITY OF SAN JUAN TEXAS**

THIS AGREEMENT is made effective the ____ day of _____, 2012 by and between **HIDALGO COUNTY**, hereinafter referred to as “County” and the **CITY OF SAN JUAN, TEXAS**, hereinafter referred to as “City”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, a portion of the expansion of Nolana Loop requires right of way acquisition within the corporate limits of City (the “Project”);

WHEREAS, the Texas Transportation Commission passed Minute Order 110266 authorizing the State to undertake a highway improvement generally described as the Nolana Loop Project FM 1426 to FM 88 in Hidalgo County, Texas; (Exhibit B)

WHEREAS, Hidalgo County, Precinct 2 is available and willing to assist the City by providing technical advice and expertise in acquisition of right of way for the Project:

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable;

WHEREAS, City and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the “Act”) 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. The County, through Precinct 2, shall assist City with compliance and acquisition of right of way for the Project within the corporate limits of City as more particularly described in Exhibit A attached hereto. All property acquisitions and real estate matters shall be conducted in the usual and customary manner of County on an as needed basis for the Project.
2. City agrees to compensate County against invoice for the costs associated with such right of way acquisitions within the corporate limits of City for the Project and remit all such costs within sixty (60) days of the date of County invoice.
3. The County may provide, upon written request from City, additional services upon such terms and conditions as may be mutually agreed to between City and County.

4. The County will inform the City of the final negotiated parcel values prior to County Commissioners' Court approval of payment/closing.
5. This Agreement shall terminate the latter of (1) year from the date first written above or completion of the acquisition of all right of way within the corporate limits of City required for the Project.
6. 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.
7. **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.
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 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 City 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 obligations 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 (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 San Juan
Attention: San Juanita Sanchez, City Mayor
709 S. Nebraska
San Juan, Texas 78589

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

With copy to: Commissioner Hector "Tito" Palacios, Precinct 2
300 W. Hall Acres, Suite G
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 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.
18. **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.

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

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

CITY OF SAN JUAN

San Juanita Sanchez, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

BY: 

Stephen L. Crain

Exhibit A

JOHN CLOSNER SUBDIVISION
VOL. 0, PG. 4 H.C.M.R.
BLOCK 8
LOT 10

JOHN CLOSNER SUBDIVISION
VOL. 0, PG. 4 H.C.M.R.
BLOCK 8
LOT 11

RAUL LONGORIA ROAD

NOLANA LOOP

ALAMO ROAD

Owner: Margaret James
Document #83860 Official Records

Owner: Albert Garza
Document #83860 Official Records

Owner: Fernando S. Jimenez
Vol. 350, Pg. 303 Official Records

Owner: Bademero Guerra
Vol. 350, P. 303 Official Records

A 1.026 acre tract of land being the North
1/2 of Block B, John Closer Subdivision
(Vol. 0, Page 4 H.C.M.R.)

A 3.86 acre tract of land out of Lot II,
Block 8 John Closer Subdivision (Vol. 0,
Page 4 H.C.M.R.), Technical Mortgage Company, Inc.
Document No. 038273 Official Records

Owner: Agustín
Vol. 607, Page 4

The West 400.6
ft of Lot II, Block 8,
John Closer Subdivision
(Vol. 0, Page 4 H.C.M.R.)

Exhibit 90.00' Road R.O.W.

40.00'

QTY.	COLOR	DESCRIPTION	ACREAGE
17	Green	- PARCEL ACQUIRED	9.16
0	Purple	- PARCEL UNDER RIGHT OF ENTRY	0.00
0	Blue	- PARCEL UNDER CONDEMNATION	0.00
22	Orange	- PARCEL SUBMITTED NOT ACQUIRED	15.02
0	Pink	- PENDING TITLE REPORTS	0.00
0	Yellow	- TITLE REPORTS SUBMITTED	0.00

DATE: 04-29-10

SCALE	DATE	REVISION	DATE	BY
CHECKED BY				
PREPARED BY				
SURVEY BY				
FB No.				

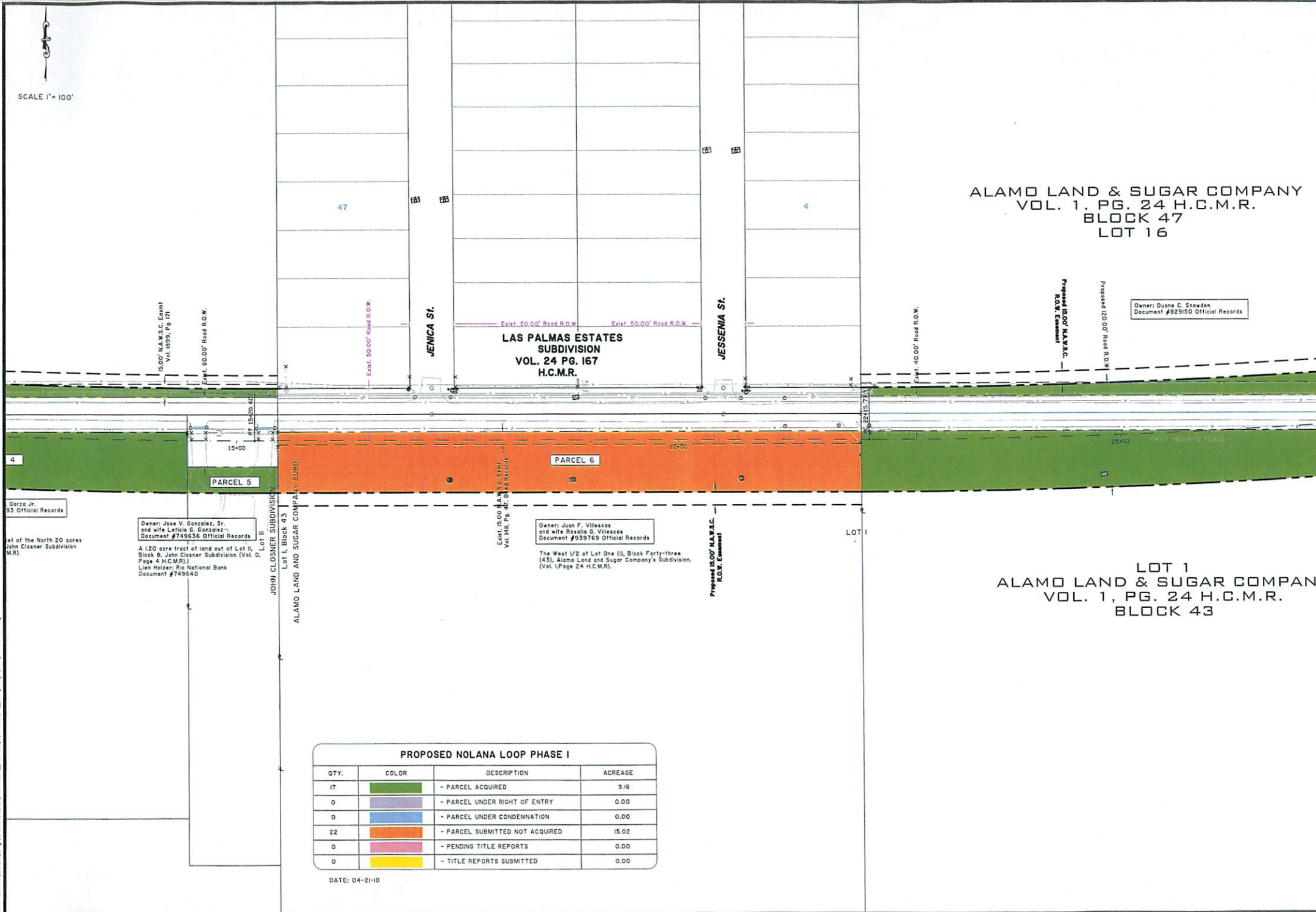
SHEET 1
OF 6

PRELIMINARY-FOR REVIEW ONLY
These documents are for Design Review
and not intended for Construction, Bidding
or Permit Purposes. They were prepared
by, or under the supervision of:
RAMIRO GUTIERREZ 65948
PE# 0181
R. Gutierrez
Professional Engineers & Land Surveyors
Corporation
100 E. PARK AVENUE • PLANO, TEXAS 75077
(TEL) 956.782.2527 • (FAX) 956.782.2528
FIRM No.: 408

SCALE 1" = 100'

U:\proj\1000\1000\Eng\001-Nolana\PHASE 1_BrowMap\PHASE 1_Stripmap\strip1000.dwg

SCALE 1" = 100'



ALAMO LAND & SUGAR COMPANY
VOL. 1, PG. 24 H.C.M.R.
BLOCK 47
LOT 16

LAS PALMAS ESTATES
SUBDIVISION
VOL. 24 PG. 167
H.C.M.R.

LOT 1
ALAMO LAND & SUGAR COMPANY
VOL. 1, PG. 24 H.C.M.R.
BLOCK 43

PROPOSED NOLANA LOOP PHASE I			
QTY.	COLOR	DESCRIPTION	ACREAGE
17	Green	- PARCEL ACQUIRED	9.16
0	Light Green	- PARCEL UNDER RIGHT OF ENTRY	0.00
0	Blue	- PARCEL UNDER CONDEMNATION	0.00
22	Orange	- PARCEL SUBMITTED NOT ACQUIRED	15.02
0	Pink	- PENDING TITLE REPORTS	0.00
0	Yellow	- TITLE REPORTS SUBMITTED	0.00

DATE: 04-21-10

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RAMIRO GUTIERREZ 65248
PEF
DATE

Professional Engineers & Land Surveyors
R. Gutierrez
Engineering Corporation
130 E. PARK AVENUE - PHARR, TEXAS 77577
(TE) 361-782-5577 (FA) 361-782-5588
PEM No. 486

NOLANA LOOP PHASE I
RIGHT OF WAY STATUS MAP
RAUL LONGORIA TO 1320.00 FEET EAST
OF ALAMO ROAD

EXHIBIT "A"

SCALE	DATE	REVISION	DATE	BY

SHEET 2
OF 6

DATE

SCALE	DATE	REVISION	BY
DATE			
BY			
REVISION			
DATE			
BY			

EXHIBIT "A"
RAUL LONGORIA TO 1320.00 FEET EAST
RIGHT OF WAY STATUS MAP
NOLANA LOOP PHASE I

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 and not intended for Construction, Bidding
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 RAMIRO GUTIERREZ 65948
 P.E.
 Date

R. Gutierrez
Engineering Corporation
 1300 E. PARK AVENUE - PHOENIX, TEXAS 78777
 (TEL) 956.782.5557 - (FAX) 956.782.2558
 PRM No. 408

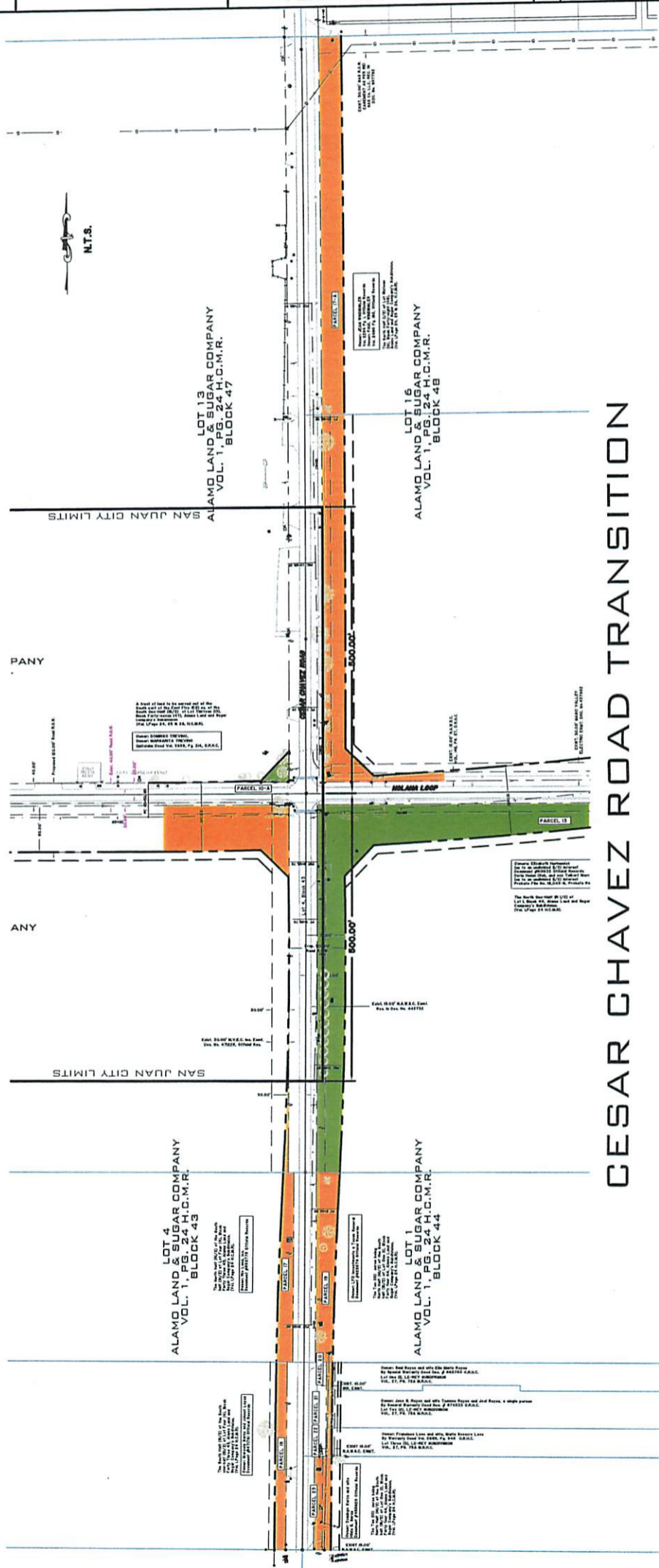


Exhibit B

CSJ # 0921-02-169

District # Pharr (021)

Code Chart 64 # 50109

Project: Nolana Loop

ATTACHMENT B Location Map Showing Project

