

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

THIS Interlocal Cooperation Agreement is made by and between the County of Hidalgo Texas, hereinafter referred to as “County” and the City of Pharr, Texas, hereinafter referred to as “City”, pursuant to the provisions of the Texas Interlocal Cooperation Act.

**WHEREAS**, a portion of Minnesota Road, from I Rd. West to Huisache Avenue (the project) lies within the corporate limits of the City of Pharr. Project length is 2,300 LF of which approximately 1,545.05 LF is located inside Pharr City Limits and which approximately 754.95 LF is located in Hidalgo County, Texas;

**WHEREAS**, Minnesota Rd. requires reconstruction; Exhibit A attached hereto

**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 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. County, through Precinct 2, shall remove existing asphalt, excavate, add new caliche material, lime stabilize or other means, roll and compact base to County standard requirements including all testing processes and prepare base to a finish and pave the project.
2. The County, at its own cost, will provide all engineering design and technical assistance required.
3. City shall reimburse County an amount not to exceed Fifty Thousand Dollars and No/100ths (\$50,000.00) toward the cost of the project within thirty (30) days of receipt of invoice from County after completion of the Project.
4. Maintenance of the existing road within the corporate limits shall remain the responsibility of the City.

5. This Agreement shall terminate the latter of (1) year from the execution of this agreement or completion of 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 Pharr  
Attention: Leopoldo "Polo" Palacios, City Mayor  
P.O. Box 1729,  
Pharr, Texas 78577

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



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 whereby Hidalgo County through Precinct 2, shall remove existing asphalt, excavate, add new caliche material, lime stabilize or other means, roll and compact base to County standard requirements including all testing processes. Prepare base to a finish and pave the section (the "Work") through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and the City of Pharr, Texas.

By vote on \_\_\_\_\_ 2012, the Hidalgo County Commissioners Court has approved the Project identified above.

By: \_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

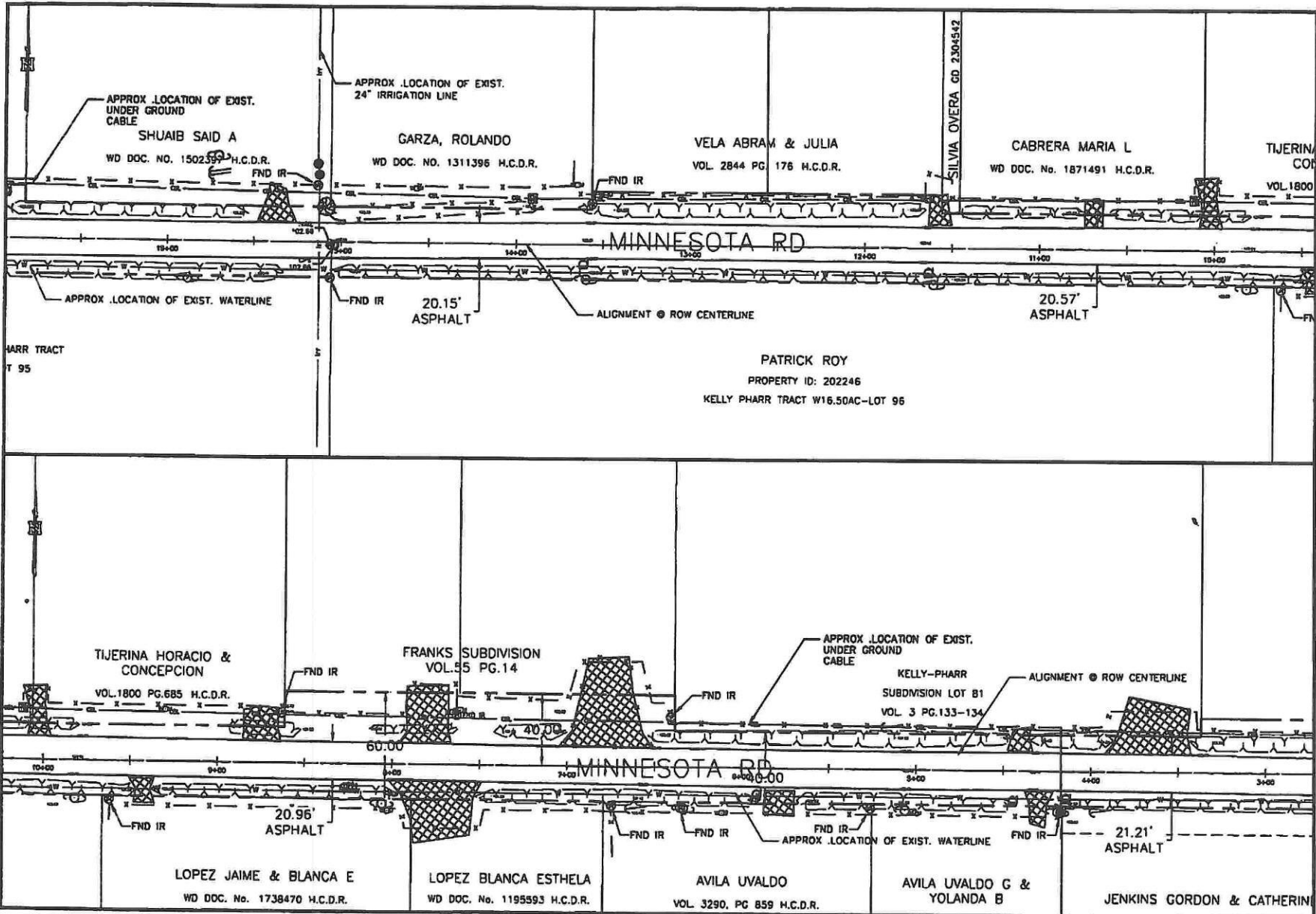
\_\_\_\_\_  
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

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





HIDALGO COUNTY  
PLANNING DEPARTMENT  
1304 S. 25th STREET  
EDMUND, OK 73209  
TEL: (405) 342-2800 or Fax: (405) 342-2844  
RAUL E. SESIN, P.E., C.E.M.  
PLANNING ADMINISTRATOR

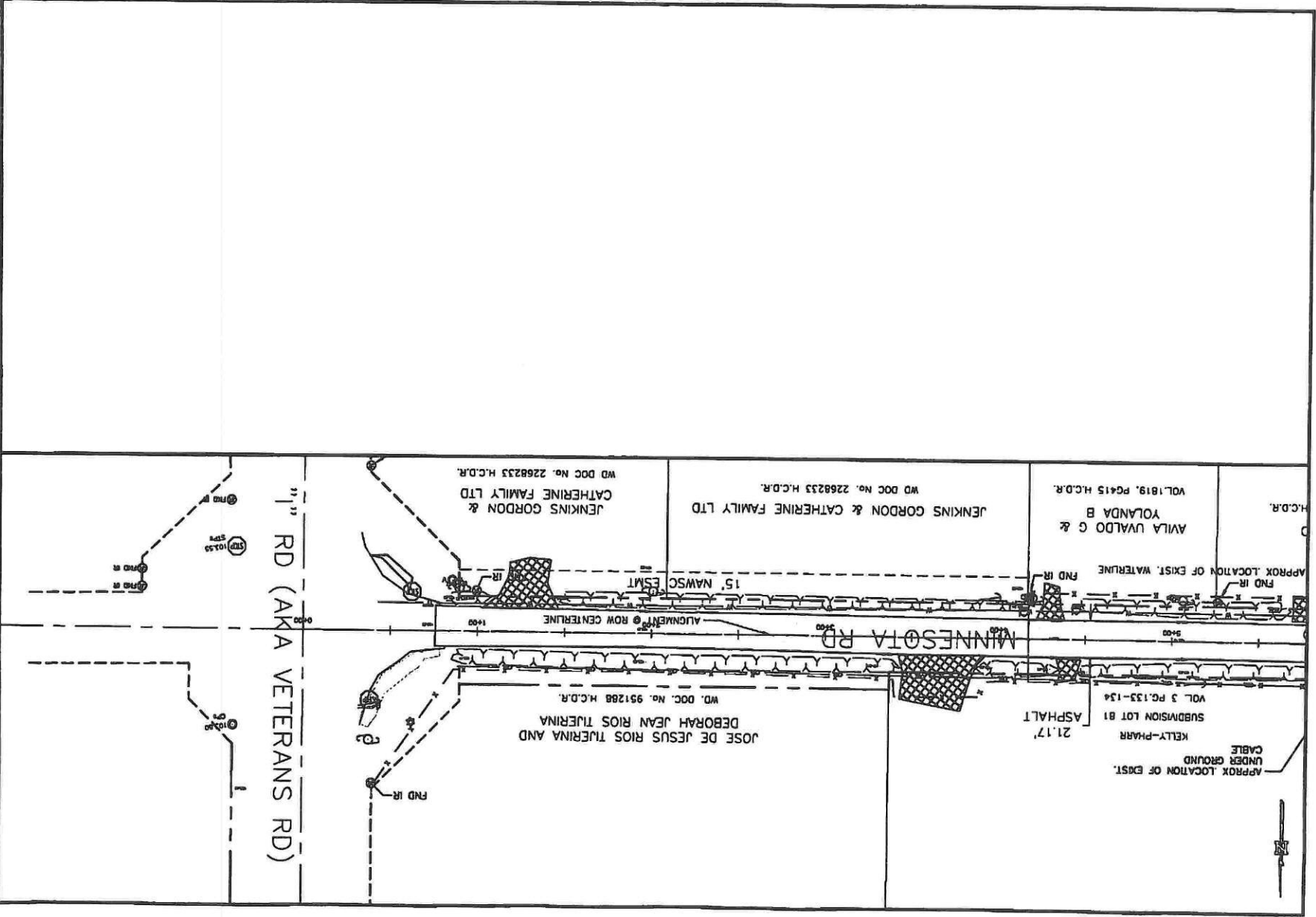
COMMISSIONER  
HECTOR "TITO" PALACIOS  
HIDALGO COUNTY PCT 2  
DRAINAGE IMPROVEMENTS  
PROJECT

MINNESOTA RD  
WEST OF IRD  
TOPOGRAPHY

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CYNTHIA PEREZ  
EDGAR ISIDRO  
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S-2



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EDGAR ISBINO  
 CYNTHIA PEREZ  
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**MINNESOTA RD  
 WEST OF I RD  
 TOPOGRAPHY**

COMMISSIONER  
 HECTOR "TITO" PALACIOS  
 HIDALGO COUNTY PCT 2  
 DRAINAGE IMPROVEMENTS  
 PROJECT



HIDALGO COUNTY  
 PLANNING DEPARTMENT  
 1304 S. 33<sup>RD</sup> N. STREET  
 EDWARDSVILLE, IL 62226  
 (618) 262-2900 FAX: (618) 262-2844  
 PAUL E. SESON, P.E., C.F.M.  
 PLANNING ADMINISTRATOR