

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ___ day of _____, 2013, by and between the **CITY OF SAN JUAN, 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, City 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 respective boundaries;

WHEREAS, City and County desire to reconstruct Cesar Chavez Road from Carroll Road to South Business 83 (the "Road");

WHEREAS, County and City recognize that the first step in making desired improvements to the Road is the acquisition of sufficient right of way and the parties have agreed to cooperate in acquiring such right of way as herein described;

WHEREAS, County has determined that County will receive benefit from the future improvement to the Road; and

WHEREAS, County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 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 and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the city limits of City with City's consent.

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County, through Precinct No. 2, shall assist City in the acquisition of two (2) parcels of

real property required for the reconstruction of the Road by selecting and engaging a surveying firm, providing up-front payment for any title reports and appraisals, and negotiating the acquisition of said parcels.

2. Thirty days after the acquisition of the two (2) parcels, County shall invoice City for the costs associated with the assistance provided in paragraph 1. above and any other related costs.
3. The acquisition cost for said two (2) parcels and any related expenses shall be the sole responsibility of City.
4. Should condemnation proceedings become necessary for acquisition of right-of-way within City's corporate city limits, City's staff will assume all condemnation proceedings and financial responsibility for said proceedings including, but not limited to attorney's fees.
5. The County agrees it is in its best interest to provide such assistance to City as described herein, as such Road serves as a connecting link and integral part of the County road system.
6. City, pursuant to Texas Transportation Code Section 251.012, authorizes County to perform the work and services described herein within its corporate city limits.
7. The parties agree that County will be released of any and all duties imposed by this Agreement, following completion of the work and services described in this Agreement.
8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work and services 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 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.
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) 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.

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 San Juan
Attn: Bobby Rodriguez, City Secretary
709 S. Nebraska
San Juan, Texas 78589

If to County: County of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
302 W. University Dr.
Edinburg, Texas 78539

With Copies to: Commissioner Precinct 2
Attn: Hector "Tito" Palacios, Commissioner
300 West 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.

14. 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.

15. 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.

16. Assignment. This Agreement shall not be assignable.

17. 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.

18. 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.
19. Authority to Execute. The execution and performance of this Agreement by Pharr and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Pharr and County in accordance with its terms.
20. 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.
21. 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 the Texas Local Government Code Section §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

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney
Rene Guerra

By: _____
Michael L. Garza
Assistant District Attorney

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**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT PROJECT**

In accordance with Texas Government Code Section 791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to reconstruct Cesar Chavez Road from Carroll Road to Business 83 including drainage and other appurtenances (the "Road"); through an Interlocal Cooperation Agreement to be entered into with the City of San Juan, Texas, and Hidalgo County.

By vote on _____, 2013, 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:

Office of Criminal District Attorney

By: _____
Michael L. Garza
Assistant District Attorney