

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ____ day of _____, 2013, by and among the **CITY OF SAN JUAN, TEXAS**, hereinafter referred to as "San Juan" 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, San Juan is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, San Juan, 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, San Juan and County desire to reconstruct Eldora Road from Raul Longoria east to Retama Street and Sargeant Trevino Road from Raul Longoria Road east to San Cristobal Street (collectively the "Road");

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

WHEREAS, San Juan and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't 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 San Juan with San Juan's consent.

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

1. San Juan at it sole cost and expense shall provide all engineering services necessary or required for reconstruction of the Road provide oversight of the reconstruction of the Road.
2. County, through Precinct No. 2 shall procure a third party contractor for the reconstruction of the Road.

3. San Juan shall pay County against invoice within fourteen (14) days after Hidalgo County awards the bid to a contractor for the construction of the Road by the County an amount equal to the sum of such awarded bid less the sum of Five Hundred Thousand Dollars (\$500,000.00) contributed by the County under this numbered paragraph 3. Notwithstanding the previous sentence, San Juan shall be responsible for any and all costs of the reconstruction of the Road in excess of County's monetary contribution specified herein (the "Excess Costs") and San Juan shall pay County within seven (7) days against invoice for such Excess Costs, if any.
4. The County agrees it is in its best interest to provide such assistance to San Juan as described herein, as such Road serves as a connecting link and integral part of the County road system.
5. The parties agree that County will be released of any and all duties imposed by this Agreement, following payment by County of the sum specified in numbered paragraph 3 herein.
6. 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.
7. San Juan shall be responsible for the maintenance of the Road following reconstruction.
8. **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.
9. **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.
10. **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 San Juan and County, and not otherwise.

11. **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.
12. **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 San Juan: City of San Juan
 Attention: San Juanita Sanchez
 709 S. Nebraska Avenue
 San Juan, Texas 78589

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

With copy to: Commissioner, Precinct No. 2
 Attention: Hector 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.

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 San Juan, San Juan and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of San Juan 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.

[SIGNATURE PAGE TO FOLLOW]

CITY OF SAN JUAN

By: _____
San Juanita Sanchez, Mayor

ATTEST:

Humberto "Bobby" Rodriguez, City Secretary

HIDALGO COUNTY


By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:  _____
Stephen L. Crain

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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 reconstruct a part of Eldora Road and Sargent Trevino Road (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 Road 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