

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF PEÑITAS, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO MILE 3 CORRIDOR FROM FM 492 TO FM 2221

This agreement is made on this the 17th day of September, 2013 by and between the CITY OF PEÑITAS, 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; the CITY is a municipality located in Hidalgo County, Texas;

WHEREAS; the COUNTY is a county in the State of Texas;

WHEREAS, Mile 3 corridor from FM 492 to FM 2221, which traverses within the jurisdiction of both the CITY and the COUNTY, is in need of expansion to a four lane roadway facility;

WHEREAS, the COUNTY and the CITY agree it is essential to develop this very important corridor, which is in much need of improvements, specifically, in need of adding capacity for increased safety;

WHEREAS, the COUNTY desires to complete Phase I of the project development activities such as Public Involvement, Environmental Assessment, Schematic, and Hydrology & Hydraulic Studies of this corridor within the city limits and ETJ of the CITY;

WHEREAS, the COUNTY and CITY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 790.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, the CITY agrees to support the proposition that the COUNTY be the fiduciary agent and assume the role of project development lead for all the Phase I of the project development activities, including but not limited to, Public Involvement, Environmental Assessment, Schematic, and Hydrology & Hydraulic Studies at 100% cost to the COUNTY within the city limits and ETJ of the CITY;

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

1. The COUNTY agrees at County's sole cost and expenses to complete the Phase I of project development activities, including but not limited to, Public Involvement, Environmental Assessment, Schematic, and Hydrology & Hydraulic Studies within the city limits and ETJ of the CITY.
2. The CITY consents to the COUNTY performing such work within City to complete said Phase I activities of the project development within the city limits and ETJ of the CITY.
3. The Road at various points, passes through the jurisdiction of the CITY and COUNTY and forms a connecting link or integral part of the regional transportation system and County roads.
4. 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.
5. **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 this 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
6. **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.
7. **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 agreement or representative) and 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 Mission, McAllen and County, and not otherwise.
8. **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.

9. **Notice:** Except as maybe 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:

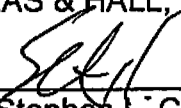
If to City: City of Peñitas
Attention: Marcos Ochoa, Mayor
1 Mile South FM 1427
Peñitas, Texas 78576

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

With copy to: Joe Flores, Commissioner, Precinct No. 3
724 N. Breyfogle
Mission, Texas 78574

10. 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.
11. **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.
12. **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.
13. **Assignment:** This Agreement shall not be assignable.
14. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: 

Stephen L. Crain
Hidalgo County Attorney

15. **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 as often as may be appropriate.
16. **Authority to Execute:** The execution and performance of this Agreement by the Mission, McAllen and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Cities and County in accordance with its terms.
17. **Governmental Purpose:** Each party hereto is entering into the 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.
18. **Commitment or 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.
19. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by the attached herein.

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

CITY OF PEÑITAS

By: Marcos Ochoa
Hon. Marcos Ochoa, Mayor

ATTEST:

Ana M. Valdez
City Secretary

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Benjard Jr.
County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 9/17/13

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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 regarding certain road improvements to Mile 3 Road from FM 492 to FM 2221 (the "Road"), a section which is in part within the city limits of said City and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Peñitas and Hidalgo County.

By vote on September 17, 2013, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST
Arturo Guajardo Jr.
Arturo Guajardo, County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 9/17/13

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain
Stephen L. Crain

