

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 Owassa Road requires reconstruction (the "Project");

WHEREAS, a portion of Owassa Road, from I Rd. West to North Fir Street lies partially within the corporate limits of the City of Pharr. The Project length for the portion of Owassa Road is 2839 LF of which approximately 1363 LF is located inside Pharr City Limits and which approximately 1476 LF is located in Hidalgo County, Texas (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 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 for the Project 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 Thirty Nine Thousand Nine Hundred Ninety and Dollars and 93/100ths (\$39,990.93) toward the cost of the Project within thirty (30) days of receipt of invoice from County after completion of the Project.

4. Following completion of the Project maintenance of the existing road within the corporate limits of City shall remain the responsibility of the City.
5. This Agreement shall terminate one (1) year from the execution of this Agreement or completion of the Project.
6. City, pursuant to Tex. Trans. Code §251.012, authorizes County to perform the work described herein.
7. 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.
8. **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.
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 City 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 obligations 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 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.

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 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.

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 the date when signed by the last party.

CITY OF PHARR

Leopoldo "Polo" Palacios, Mayor

Date

ATTEST:

City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

Date

ATTEST:

Arturo Guajardo, County Clerk

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

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 for a portion of Owassa Road 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. County will prepare base to a finish and pave such portion of Owassa Road through an Interlocal Cooperation Agreement to be entered into between Hidalgo County and the City of Pharr, Texas

By vote on _____ 2014, 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