

**STATE OF TEXAS           §**  
**COUNTY OF HIDALGO   §**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PENITAS  
AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF PENITAS, TEXAS**, hereinafter to as "Penitas" 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**, Penitas is a municipality located in Hidalgo County, Texas;

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

**WHEREAS**, Penitas 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**, Penitas and County desire to reconstruct and overlay a portion of a County road known as Chihuahua Road more particularly described on Exhibit A attached hereto (the "Road") in accordance with plans and specifications prepared by engineer Raul Sesin, P.E.;

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

**WHEREAS**, Penitas 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.

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

1. Precinct No. 3 of County through independent contractor(s) or its own forces agrees to provide all labor, equipment and materials for reconstruction and paving of the Road.
2. Penitas agrees to pay County within thirty (30) days following receipt of invoice from County the sum of Eight Thousand Three Hundred Eighty Seven and 50/100ths Dollars (\$8,387.50) for the reconstruction and paving of the Road.
3. The portion of the Road is located within the jurisdiction of the County.

4. 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.
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 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.
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 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 Penitas 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 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 Penitas:	City of Penitas Attention: Antonio Flores, Jr., Mayor 1111 S. FM 1427 P.O. Box 204 Penitas, TX 78576
If to County:	Hidalgo County, Texas

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

With copy to: Joe Flores, Commissioner, Precinct No. 3  
P.O. Box 607  
Mission, Texas 78573

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.

10. **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.
11. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
12. **Assignment.** This Agreement shall not be assignable.
13. **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.
14. **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.
15. **Authority to Execute.** The execution and performance of this Agreement by Penitas and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Penitas and County in accordance with its terms.
16. **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.
17. **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.

18. **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 Penitas and County, and not otherwise.

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

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

**CITY OF PENITAS**

BY: \_\_\_\_\_  
Antonio Flores, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Ana Valdez, 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

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF HIDALGO   §**

**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 Penitas and County desire to provide reconstruction and paving of a portion of a road known as Chihuahua Road more particularly described on Exhibit A attached hereto through an Interlocal Cooperation Agreement to be entered into with the City of Penitas, Texas and Hidalgo County.

By vote on \_\_\_\_\_ 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

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

**ATTEST:**

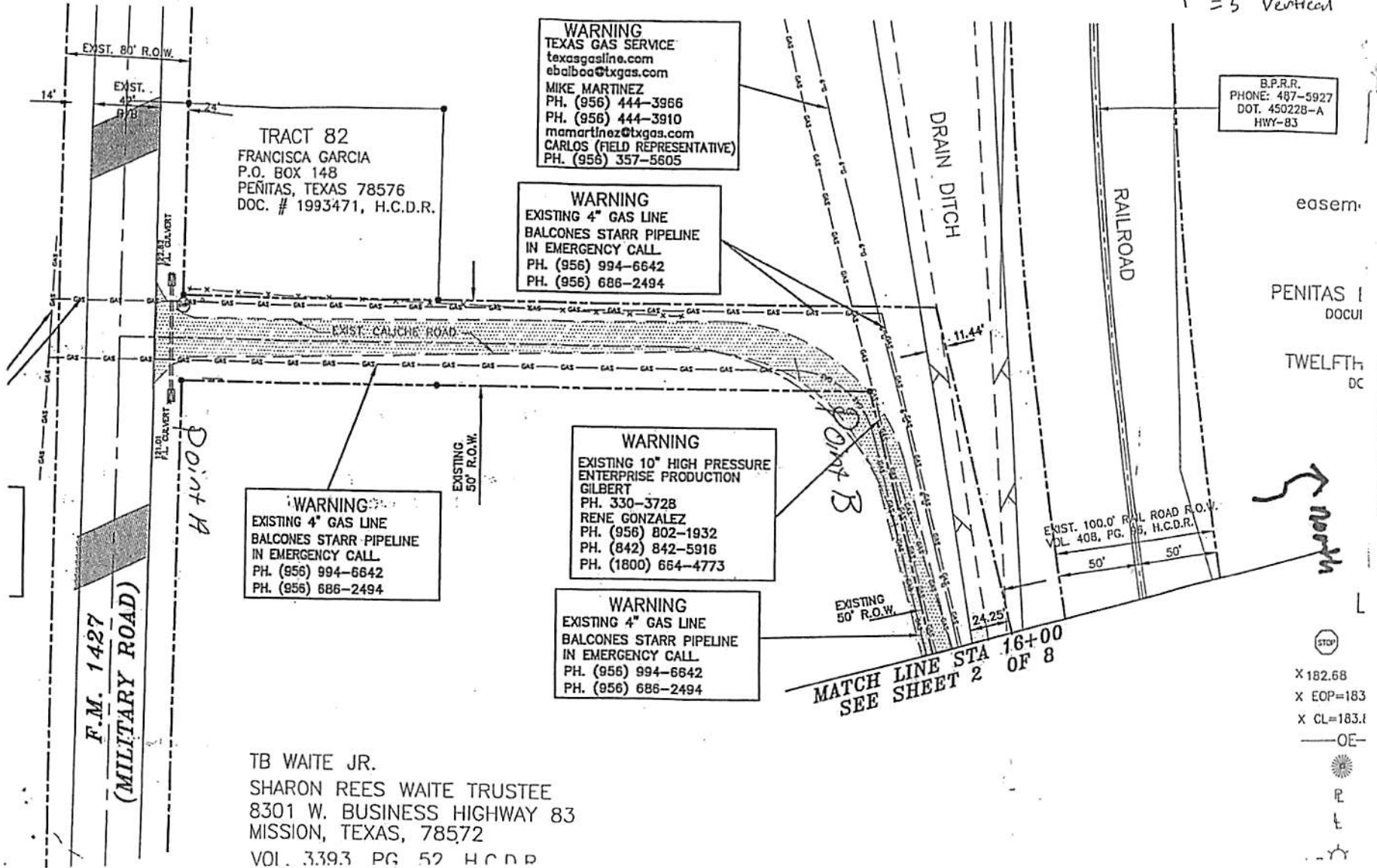
\_\_\_\_\_  
Arturo Guajardo, County Clerk

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

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

Scale: 1" = 50' Horizontal  
1" = 5' Vertical



TB WAITE JR.  
 SHARON REES WAITE TRUSTEE  
 8301 W. BUSINESS HIGHWAY 83  
 MISSION, TEXAS, 78572  
 VOL. 3.39.3 PG 52 H.C.D.R.



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