

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
CITY OF PHARR, TEXAS**

THIS Agreement is made on this the ____ day of _____, 2015 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County," and **CITY OF PHARR** hereinafter referred to as "CITY", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a county created in Texas;

WHEREAS, Pharr is a home rule city located in Texas;

WHEREAS, City desires to assist County in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "WORK");

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

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the City for such equipment and materials for the furtherance of the Work. Prior to City utilizing and County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and materials. County shall be solely responsible for determining the current rate for its equipment and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County. Any request for use by County of City equipment and materials shall be subject to the approval of Commissioner of Precinct 2 determining that such equipment and materials are not retained by the Commissioner for the times requested by the City.

2. County shall provide City with man power at the current hourly rates for individuals required to complete the Work. Prior to City utilizing County manpower, City shall request and receive the current hourly rates of County individuals, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. County shall be solely responsible for determining the current rate for its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County individuals shall be subject to the approval by the Commissioner of Precinct 2 determining that the County individuals so request by the City are not required for projects of Precinct 2 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at the current prices to the County for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager determining that such equipment and materials are not retained by the City for the times requested by the County.
4. City shall provide County with manpower at the current hourly rates or individuals required to complete the Work. Prior to County utilizing city manpower, County shall request and receive the current hourly rates of City individuals required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City individuals shall be subject to the approval by the City Manager determining that the City individuals so requested by the County are not required for projects of City at the time requested by County.
5. The parties agree that all other costs associated with the Work shall be the responsibility of each respective entity in its entirety.
6. Term. The term of this Agreement shall be for one (1) year with the option to renew for five (5) additional one year terms and conditions described herein except that all prices for manpower, equipment and materials are subject to change at any time and without notice to the other party.
7. Upon a change in price for manpower for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any ongoing Work and before beginning and new Work.
8. Upon a change in price for manpower for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any ongoing Work and before beginning any new work.
9. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
10. **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 any provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial, 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 of this

- 15. 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.
- 16. 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.
- 17. Agreement.** This Agreement shall not be assignable.
- 18. 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.
- 19. 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.
- 20. Authority to Execute.** The execution and performance of this Agreement by the City and the 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.
- 21. Prior Agreements.** This Agreement supersedes and terminates that certain Interlocal agreement between the parties hereto dated September 16, 2008.
- 22. Government 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.
- 23. 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 the 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. Section 271.903.

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

CITY OF PHARR

By: Leopoldo "Polo" Palacios
Leopoldo "Polo" Palacios, Jr. Mayor

Attest:

Spencer Reelby

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

Attest:

By: Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P

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 through the Hidalgo County Commission Court, has been advised of a proposed project. County desires to provide all necessary materials and supplies for the road paving project (the "Project") City desired to assist County in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work") through Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Pharr.

By vote on _____ 2015, 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, LLP

By: _____
Stephen L. Crain