STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND THE CITY OF PHARR TEXAS

THIS Interlocal Cooperation Agreement is made on the ____ day of _____, 2015 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, from the TxDot transition point at the intersection of Jackson Road and Owassa to the TxDot transition point at the Owassa and Sugar Road (the "Road");

WHEREAS, the Road lies within the corporate limits of the City of Pharr and the Road which will be reconstructed has a length of approximately 2788 LF;

WHEREAS, the Road requires reconstruction;

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, it would serve a legitimate county purpose to reconstruct the Road as the Road is a connecting link to roads of the County; and

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 and Precinct 4 shall reconstruct the Road to County standard requirements. The estimated cost of the reconstruction of the Road is approximately Seventy Five Thousand Nine Hundred Fifty Four and 15/100ths Dollars ($75,954.15) which Precinct 2 and Precinct 4 will pay the final cost of the reconstruction of the Road in equal proportions.

2. The County, at its own cost, will provide all engineering design and technical assistance required by County's in house engineer(s) subject to City's approval of such engineering.

3. As the Road provides a major interconnecting link to the County's road system County finds the reconstruction of the Road is a county purpose as the Road connects two TxDot transition points and is an integral part of the road system of the County.

4. City, pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein within its corporate city limits.

5. Maintenance of the Road within the corporate limits shall remain the responsibility of the City following the reconstruction of the Road. County following the reconstruction of the Road shall have no further obligation to maintain the Road.

6. Reconstruction of the Road shall take no longer than thirty (30) days following City's notice to proceed with the reconstruction of the Road issued to County by City.

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

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 copies to:	Commissioner Eduardo "Eddie" Cantu, Precinct 2 300 W. Hall Acres, Suite G Pharr, Texas 78577
	Commissioner, Precinct No. 4 Attention: Joseph Palacios 1102 N. Doolittle Road Edinburg, Texas 78539

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, 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 as of the day and year first written above.

CITY OF PHARR

_____
Leopoldo "Polo" Palacios, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

THE PRUNEDA LAW FIRM

_____

Michael Pruneda

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

_____

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 Precinct 2 and Precinct 4 and the City of Pharr, Texas shall reconstruct a portion of Owassa Road from the TxDot transition point at the intersection of Jackson Road and Owassa to the TxDot transition point at the intersection of Owassa and Sugar Road (the "Road") which Road lies within the corporate limits of the 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 & RODRIGUEZ, LLP

By: _____
Stephen L. Crain