

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

This Interlocal Cooperation Agreement is made on this ____ day of _____, 2015 by and between the City of Pharr, 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.

WHEREAS, a portion of Eldora Road, from I-69C East to Veteran’s Road lies within the corporate limits of the City of Pharr, being a project length of 5,348.82 LF of which approximately 3,897.93 LF is located on Kelly-Pharr Tracts 114-116 inside Pharr City Limits and which approximately one-half of the south 1,450.89 LF of Tract 113 is located inside Pharr City Limits and the north half is within Hidalgo County, Texas (the “Project”); and

WHEREAS, Eldora Road is a connecting link in that to the east and west Eldora Road becomes a County road;

WHEREAS, Eldora Road requires immediate road improvements;

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; 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. City, through third party contractor(s) shall perform a single machine one-pass overlay for the Project limits.
2. County shall reimburse City an amount not to exceed One Hundred Twelve Thousand Eight Hundred Twenty Two Dollars and 70/100ths (\$112,822.70)

toward the cost of the Project within thirty (30) days of receipt of invoice from City after completion of the Project.

3. Maintenance of the existing road within the corporate limits of Pharr shall remain the responsibility of the City of Pharr.
4. This Agreement shall terminate on the latter of one (1) year from the execution of this Agreement, or upon completion of the Project.
5. Pharr, pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein within its corporate city limits.
6. The Commissioners Court of County finds that the overlay of the Project is a county purpose in that Eldora Road is a connecting link at both the west and east to a county road.
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 copies to: Commissioner Eduardo "Eddie" Cantu, 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, 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.

ATTEST:

CITY OF PHARR

City Secretary

Leopoldo "Polo" Palacios, Mayor

ATTEST:

HIDALGO COUNTY

Arturo Guajardo, County Clerk

Ramon Garcia, County Judge

APPROVED AS TO FORM:

THE PRUNEDA LAW FIRM

Michael Pruneda

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

Stephen L. Crain

STATE OF TEXAS §
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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 City of Pharr, Texas shall reconstruct Eldora Road is a connecting link in that to the east and west Eldora Road is a County 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