

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

THIS Agreement is made on this the _____ day of _____, 2015, by and between **HIDLAGO COUNTY, TEXAS**, acting by and through Precinct 3 of Hidalgo County hereinafter referred to as "County", and the **CITY OF PALMVIEW, TEXAS**, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Hidalgo County is a county created in Texas;

WHEREAS, Palmview is a city located in Texas;

WHEREAS, City and County desires to assist each other in overlaying Champion Lane in the City of Palmview, Texas (the "Work").

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

1. City agrees to pay County for the Work the estimated cost of the Work being Thirty Seven Thousand Five Hundred Thirty Three and no one hundredths dollars (\$37,533.00) (the "Cost"). City shall pay County on or before November 20, 2015 the Cost prior to County undertaking the Work. On receipt of the Cost County shall commence the Work on or before thirty (30) days thereafter. Cost shall be based on the County's Cost of labor, equipment and materials for County's furtherance of the Work. The current hourly rates for labor and equipment are attached hereto as Exhibits A and B respectively. The County's cost of materials is attached hereto Exhibit B. County is and shall be solely responsible for determining County's cost for labor, equipment and materials. Hourly costs for labor of County shall include all benefits and other costs associated with the employment of each individual.
2. Should the actual cost of the Work (the "Actual Cost") exceed the Cost, City agrees to reimburse County the difference between the Actual Cost and the Cost within thirty (30) days from the date of invoice from County of such difference.
3. All other costs associated with the Work shall be the responsibility of the City.

4. **Term.** The term of this Agreement shall not exceed one hundred eighty (180) days from the date of the last of County or City to approve this Agreement.
5. County may terminate this Agreement with or without cause upon thirty (30) days written notice to the other provided this Agreement shall not be terminated after County commences the Work.
6. City, pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein within its corporate city limits.
7. The parties agree that County will be released of any and all duties imposed by this Agreement, following completion of the Work described in this Agreement.
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 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 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 the 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 obligation 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 Palmview
Attention: Gerardo Perez, Mayor
400 W Veterans Blvd.
Palmview, Texas 78572

If to County: Hidalgo County
Attn: Ramon Garcia, County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539

With copy to: Commissioner Joe Flores., Precinct No.3
724 N. Breyfogle
Mission, Texas 78574

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 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.
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. Section 271.903.

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

CITY OF PALMVIEW

By: _____
Gerardo Perez, Mayor

ATTEST:

By: _____
Bertha Garza , City Secretary

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:  _____
Stephen L. Crain

EXHIBIT "A"

Labor Rates

PALMVIEW INTERLOCAL

CHAMPION ESTATE

POSITION	NAME	HOURLY RATE	2 DAYS
TRUCK DRIVER	FRANCISCO VILLARREAL	\$15.84	\$253.44
TRUCK DRIVER	GUADALUPE SALINAS	\$15.84	\$253.44
TRUCK DRIVER	CONRADO TOVAR	\$15.84	\$253.44
TRUCK DRIVER	PABLO RAMIREZ	\$15.84	\$253.44
TRUCK DRIVER	RUBEN GARCIA	\$15.84	\$253.44
TRUCK DRIVER	EFREN CRUZ	\$15.84	\$253.44
TRUCK DRIVER	JOSE ROSALES	\$15.84	\$253.44
PAVING SUPERVISOR	JOSE ALANIZ	\$17.30	\$276.80
PAVING SUPERVISOR	MARTIN FLORES	\$16.34	\$261.44
HEAVY EQUIPMENT	DOMINGO RAMIREZ	\$20.01	\$320.16
HEAVY EQUIPMENT	FEDERICO PEÑA	\$16.16	\$258.56
HEAVY EQUIPMENT	ANTONIO ALAFFA	\$16.63	\$266.08
MAINTENANCE	SELENA LOPEZ	\$13.86	\$221.76
MAINTENANCE	MICHAEL SALINAS	\$13.86	\$221.76
MAINTENANCE	JOSE FUENTES	\$13.86	\$221.76
OPERATIONS ASSISTANT DIRECTOR	MARCELO GARZA	\$30.04	\$480.64
		TOTAL	4,303.04



EXHIBIT "B"

Equipment Rates and Cost of Materials

PALMVIEW INTERLOCAL

CHAMPION ESTATE

<u>NAME</u>	<u>HR RATE</u>	<u>2 DAYS</u>	
VIBRATING ROLLER	\$25.00 X 16HR	\$400.00	
PNEUMATIC	\$29.00 X 16HR	\$464.00	
BACKHOE	\$38.00 X 16HR	\$608.00	
DUMP TRUCK	\$60.00 X 16HR	\$960.00	
DUMP TRUCK	\$60.00 X 16HR	\$960.00	
DUMP TRUCK	\$60.00 X 16HR	\$960.00	
DUMP TRUCK	\$60.00 X 16HR	\$960.00	
DUMP TRUCK	\$60.00 X 16HR	\$960.00	
PAVER	\$125.00 X 16HR	\$2,000.00	
OIL/DISTRIBUTOR	\$13.00 X 16HR	\$208.00	
EQUIPMENT	TOTAL		\$8,480.00
EMPLOYEE COST (2 DAYS)	TOTAL		\$4,303.04
MATERIAL	TOTAL		<u>\$24,750.00</u>
		GRAND TOTAL	<u>\$37,533.04</u>



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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 Hidalgo County Precinct 3 has been advised of a proposed project to overlay Champion Lane in the City of Palmview, Texas. City shall pay County the cost of labor, equipment and materials of County to overlay such street through an Interlocal Cooperation Agreement.

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