

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 19 day of January, 2016 by and between **HIDALGO COUNTY, TEXAS**, acting by and through Precinct 1 of Hidalgo County hereinafter referred to as “County”, and the **CITY OF MERCEDES, TEXAS**, 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, Mercedes is a home rule city located in Texas;

WHEREAS, City and County desires to assist each other in the reconstruction of Mile 9 North from FM 491 East to Mile 1 East (the “Road”);

WHEREAS, the Road is a connecting link to the County’s road system and 4,200 linear feet (79.25%) is within the County and 1,100 linear feet (20.75%) is within the City.

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

1. The County and City agree that the costs of materials for the road located within the municipal limits of City jurisdiction shall be the City’s expense for a cost not to exceed \$23,000.55. County will provide all labor necessary for improvement of the road at County’s sole expense.
2. All other costs associated with the Work shall be the responsibility of the County. The cost of the Work provided by County is estimated to be \$87,845.45. City shall pay County the sum of \$23,000.55 thirty (30) days after receiving County’s invoice for City’s cost of materials.
3. Term. This Agreement shall terminate upon completion of the reconstruction of the Road.
4. Either party 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.
5. The parties agree that County will be released of any and all duties imposed by this Agreement, following completion of the reconstruction of the road.
6. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.
7. **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

12. **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.
13. **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.
14. **Assignment.** This Agreement shall not be assignable.
15. **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.
16. **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.
17. **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.
18. **Prior Agreements.** This agreement supersedes and terminates all previous Agreement between the parties hereto concerning the subject matter hereof .
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 of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) 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.

THE CITY OF DONNA

Henry Hinojosa, Mayor

ATTEST:

Arcie Felix, City Secretary

APPROVED AS TO FORM:

Juan Molina, City Attorney

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

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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 Hidalgo County Commissioners Court, has been advised of a proposed project to desire to improve Mile 9 North from FM 491 east to Mile 1 east through an Interlocal Cooperation Agreement to be entered into with the City of Mercedes, Texas, and Hidalgo County.

By vote on _____ 2016, 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