

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF HIDALGO AND CITY OF EDINBURG, TEXAS
CONCERNING CERTAIN IMPROVEMENTS TO
SH 107 & BUSINESS 281 INTERSECTION IMPROVEMENTS**

This agreement is made on this the _____ day of _____, 2016 by and between the City of Edinburg, Texas, hereinafter referred to as the “City” and the County of Hidalgo, Texas hereinafter referred to as “County”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the County is a County in the State of Texas; and

WHEREAS, portions of both SH 107 & Business 281 lie within the jurisdiction of the City of Edinburg and are a vital North-South and East-West roadway within the County that are an interconnecting link to the County roadway system and are in need of improvements (the “Roads”);

WHEREAS, the City and County desire to cooperate in making needed roadway and drainage improvements to SH 107 & Business 281;

WHEREAS, the County will proceed to complete the Public Involvement, Schematic, Hydrologic Studies, Environmental Assessment, Traffic Circulation Study Updates, Surveying, Geotechnical, Construction Material Testing, Right-of-Way Acquisition Services, PS&E Design, Construction Management Services for the Roadway and Drainage Improvements associated with the BUS281/SH107 Intersection Project (the “Project”);

WHEREAS, the City and County will cooperatively seek to fund the Construction and Right-of-Way costs of this Project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the total project development cost will be the responsibility of the County;

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City agrees the County will be the fiduciary agent and assume the role of project development lead for all phases of project development within the City limits of the City.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees at County sole cost and expenses to complete the project development activities included but not limited to the Public Involvement, Schematic, Hydrologic Studies, Environmental Assessment, Traffic Circulation Study Updates, Surveying, Geotechnical, Construction Material Testing, Right-of-Way Acquisition Services, PS&E Design, Construction Management Services for the Project.
2. The Roads at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.
3. The City consents to the County performing such work within the City to complete all project development activities within the City limits and ETJ of the City.
4. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate jurisdiction.
5. 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.
6. County may terminate this Agreement with or without cause upon thirty (30) days written notice to City.
7. Conflict of 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
8. 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.

9. Entire Agreement: This Agreement contains the entire agreement between the parties hereto and each party acknowledges that neither has made 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.
10. 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.
11. Notice: Except as maybe 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 Edinburg
Attention: Hon. Richard Garcia
415 W. University Drive
Edinburg, Texas 78541

With copy to: City of Edinburg
Attention: Chris Palacios, City Attorney
415 W. University Drive
Edinburg, Texas 78541

If to County: Hidalgo County, Texas
Attention: Hon. Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

With copy to: Hon. Joseph Palacios, Commissioner Pct. #4
1051 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.

11. 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.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
13. Assignment: This Agreement shall not be assignable.
14. Headings. The headings and captions contained in this Agreement are solely for the convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
15. 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 as often as may be appropriate.
16. Authority to Execute. The execution and performance of this Agreement by the 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 the City and County in accordance with its terms.
17. Governmental Purpose. Each party hereto is entering into the 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.
18. Commitment or 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.

COUNTY OF HIDALGO

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF Edinburg

By: _____
Hon. Richard Garcia, Mayor

ATTEST:

City Secretary

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 regarding certain road and drainage improvements to SH 107 & Business 281, a section which is in part within the city limits of Edinburg and in part within the County’s jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Edinburg, 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, Jr., County Clerk

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, LLP.

By: _____
Stephen L. Crain