

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS agreement is made on this the _____ day of _____, 2017 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as “COUNTY”, and CITY OF HIDALGO, hereinafter referred to as “CITY” pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, McColl Road from Dicker Road to Military Highway (US 281) is an important and critical integral infrastructure within Hidalgo County (the “Road”);

WHEREAS, City and County desire to provide road safety improvements that include restriping of the travel lanes and pedestrian crosswalks to the Road (the “Road Safety Improvements”);

WHEREAS, the Road serves as a connecting link of the County road system and such improvements to the Road are in the public safety interest of the County and City; and

WHEREAS, City and County 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 pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a City with the City’s Consent.

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

1. The County shall pay the actual cost of the Road Safety Improvements to the Road in accordance with County specifications.

2. County either through its own forces or by a third party contractor shall provide all labor and equipment and materials necessary for road safety improvements of the Road at County's sole expense.
3. The parties agree that upon completion of the road safety improvements, the City shall be responsible for the maintenance and operation of the Road.
4. Pursuant to Tex. Trans Code 251.012, City authorizes County to perform the work and services described herein within its corporate city limits.
5. **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 this 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.
6. **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.
7. **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 agreement or representative) and 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.
8. **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.
9. **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 Hidalgo: City of Hidalgo
Attention: Hon. Martin Cepeda, Mayor
704 E Texano Drive
Hidalgo, Texas 78557

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

With copy to: Hon. Eduardo "Eddie" Cantu, Commissioner, Pct. No. 2
300 West Hall Acres, Ste G
Pharr, Texas 78577

13. 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.
14. **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.
15. **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.
16. **Assignment:** This Agreement shall not be assignable.
17. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
18. **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.
19. **Authority to Execute:** The execution and performance of this Agreement 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.

20. **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.

21. **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.

CITY OF HIDALGO

By: _____
Hon. Martin Cepeda, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

County Clerk

APPROVED AS TO FORM:

By: _____
Hidalgo City Attorney

APPROVED AS TO FORM:

By: _____
Stephen L. Crain
Hidalgo County Attorney

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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 assist the City of Hidalgo with road safety improvements that include restriping of travel lanes and pedestrian crosswalks to McColl Road from Dicker Road to Military Highway (US281) (the "Project"), through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Hidalgo, Texas.

By vote on _____ 2017, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Hon. Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain