

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF MISSION  
AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 2017, and between the City of Mission, 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, as follows:

**WITNESSETH:**

WHEREAS, Mission 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, City and County desire to jointly undertake and overlay certain roads which are or connecting link to the County road system, such roads more particularly described on Exhibit A attached hereto (the "Roads");

WHEREAS, the Roads form a connecting link and integral part of the County and City road systems and the overlay of the Roads are in the best interest of the County;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. 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 City with City's consent.

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

1. The parties agree to cooperate in overlaying the Roads as described herein.
2. County agrees to provide all labor and machinery necessary to overlay the Roads described herein.
3. County will, to the extent reasonably possible, follow the County's standard specifications in overlay improvements unless otherwise agreed in writing by both parties.

4. City will provide at the expense of City all Hot Mix required for the overlay of the Roads and will pay County on execution of this Agreement the sum of Five Thousand Sixty and no one hundredths Dollars for 2800 gallons of Emulsified Asphalt Oil Type SS1 which is the estimated amount of the oil needed for the overlay of the Roads. City will also, supply six dump trucks with drivers for hauling of Hot Mix for the overlay of the Roads.
5. In addition to such payment in numbered paragraph 4 hereof the parties agree that City shall have the additional obligation to pay County within thirty (30) days of receipt of an invoice from County any additional costs incurred by County in the overlay of the Roads including but not limited to any and all costs deemed necessary for the overlay of the Roads incurred by County.
6. The parties agree that City and County will each inspect and accept the Road overlay improvements prior to declaring such work completed.
7. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will use their best efforts to complete the overlay of the Roads no later than 120 days from execution of this Agreement.
8. City, pursuant to Tex. Trans. Code §251.012, authorizes County to perform the work described herein.
9. **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.
10. **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.
11. **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.
12. **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.

13. **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 Mission  
                                  Attention: Mayor  
                                  1201 E. 8<sup>th</sup> Street  
                                  Mission, Texas 78572

If to County:               County of Hidalgo  
                                  Attention: County Judge Ramon Garcia  
                                  100 E. Cano, 2<sup>nd</sup> Floor  
                                  Edinburg, Texas 78539

With copy to:              Hidalgo County Commissioner, Precinct 3  
                                  P. O. Box 607  
                                  Mission, Texas 78572


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 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 so often as may be appropriate.
  
19. **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.
  
20. **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.
  
21. **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:**

  
 Anna Carrillo, City Secretary



**CITY OF MISSION**


  
 Norberto Salinas, Mayor

**ATTEST:**

\_\_\_\_\_  
 Arturo Guajardo, County Clerk

\_\_\_\_\_  
 Ramon Garcia, County Judge

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

By:   
 Stephen L. Crain

## EXHIBIT A

- (1) Los Ebanos from Mile 2 north to northern limit of road within jurisdiction of Mission;**
- (2) Mayberry Road from Mile 2 north to northern limit of road within jurisdiction of Mission;**
- (3) Bryan Road from Mile 2 north to northern limit of road within jurisdiction of Mission;**
- (4) Stewart Road from Mile 2 north to northern limit of road within jurisdiction of Mission;**
- (5) Glasscock Road from Mile 2 north to northern limit of road within jurisdiction of Mission;**
- (6) Anzalduas Drive from FM 494 South to Levee road within jurisdiction of Mission;**

STATE OF TEXAS       §  
COUNTY OF HIDALGO   §

**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 whereby City of Mission and County desire to jointly undertake and overlay certain roads which are or connecting link to the County roads system, such road more particularly described on Exhibit A attached to an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Mission, Texas.

By vote on \_\_\_\_\_ 2017 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