

STATE OF TEXAS §
 §
CAMERON COUNTY §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CAMERON COUNTY
AND HIDALGO COUNTY**

THIS AGREEMENT is made on this 16th day of May, 2017, by and among **HIDALGO COUNTY, TEXAS**, hereinafter referred to as “HIDALGO”, and **CAMERON COUNTY, TEXAS** hereinafter referred to as “CAMERON”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows

WITNESSETH:

WHEREAS, Hidalgo and Cameron, each pursuant to its statutory and conditional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

WHEREAS, the project description is known as Mile 3 East Rd. Reconstruction is more particularly described on Exhibit A attached hereafter the “Road”

WHEREAS, reconstruction of Mile 3 East Road is to commence 362 feet north of I-2 for a duration of 1,253 feet;

WHEREAS, 1,253 feet of the road is within the jurisdiction of Hidalgo and Cameron County where county boundaries are at the center of the road west belonging to Hidalgo County and East belonging to Cameron County for a total of 1,253 feet;

WHEREAS, the Road is in need of improvement; and

WHEREAS, Cameron and Hidalgo have agreed to cooperate in the improvements to the Road as further herein described.

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

1. Hidalgo, through its Precinct 1, will provide the materials, equipment and labor necessary to overlay the Road in accordance with plans and specification mutually agreed to by Cameron County Staff Engineer and Hidalgo County engineer.
2. Cameron will reimburse Hidalgo for materials, supplies, resources, labor, equipment and engineering costs used for Cameron’s portion of the road, not to exceed \$60,000.00, in accordance with the specifications and estimates prepared and agreed to by Cameron’s engineer and Hidalgo engineer.
3. Cameron and Hidalgo will coordinate work schedules in order to provide for minimal disruption of traffic, and will use their best efforts to complete the project within ninety (90) days of the date of this Agreement. Following completion of the work described in numbered paragraphs 1 and 2, above, the parties agree that each County will continue to be jointly responsible for the maintenance of the Road. In order to facilitate the orderly maintenance and upkeep of the Road in the future, the parties agree that each will be responsible for maintenance of the Road for a five (5) year period, after which maintenance responsibility will shift to the other party based on the following schedule; for the period beginning as of the date of this Agreement and continuing through April 30, 2022, except

as herein provided, Hidalgo will be responsible for the repair, maintenance and upkeep of the Road, and for the period beginning May 1, 2022 and ending April 30, 2027, Cameron will be responsible for the repair, maintenance and upkeep of the Road; thereafter, repair, maintenance and upkeep obligations shall revert to Hidalgo for five (5) years, and so on. Cameron and Hidalgo agree to continue to coordinate and keep each other informed regarding work plans and maintenance schedules for the road.

4. 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.
5. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then either 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 its Agreement. The parties intend this provision to be 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
6. 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 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 this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
7. No Waiver. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
8. Entire Agreement. This Agreement contains the entire contract among the parties hereof, and each party acknowledges that no other party has made (either directly or through any agent representative) any representations or agreements 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 parties hereto and not otherwise.
9. 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 and Cameron County, Texas.
10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications 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 address set forth below, or at such in accordance herewith;

If to Hidalgo:

Hidalgo County, Texas
Attention: County Judge, Ramon Garcia
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

with copy to: Commissioner, Precinct No. 1 David Fuentes
1902 Joe Stephens Ave.

Weslaco, Texas 78596

If to Cameron

Cameron County, Texas
Attention: County Judge, Eddie Trevino, Jr.
1100 E. Monroe Street Ste. 256
Brownsville, Texas 78520

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 addresses 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 term of this agreement.
12. Successors. The 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.
13. Assignment. This Agreement shall not be assignable.
14. Headings. The headings and captions contained in this Agreement are solely for convenience and shall not be deemed to affect the meaning or interpretation or any provision of any 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 the 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 each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing, body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
17. Performance of Government Functions. Each party hereto is entering 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.

The agreement shall have no legal force or effect until such time as it is properly adopted and approved by the CAMERON COUNTY COMMISSIONERS' COURT and the HIDALGO COUNTY COMMISSIONERS' COURT.

EXECUTED ON *this 16th day of May, 2017.*

Eddie Trevino, Jr.
County Judge, Cameron County

Ramon Garcia
County Judge, Hidalgo County

Attested By:

Attested By:

Sylvia Garza-Perez, County Clerk

Arturo Guajardo, Jr., County Clerk

ENGINEER'S PRELIMINARY COST ESTIMATE - MATERIAL & LABOR

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

HIDALGO/CAMERON COUNTY - IMile 3 East Road Reconstruction



Reconstruction of Mile 3 East Road is to commence 362 feet north of I-2 for a duration of 1,253 feet of which is in the jurisdiction of Hidalgo and Cameron County where county boundaries are at the center of the road west belonging to Hidalgo County and East belonging to Cameron County

HIDALGO COUNTY 50% / CAMERON COUNTY 50% L= 1253 LF					
Item No.	Estimated Quantity	Unit	Item Description	Unit Price In Figures	Total Extension In Figures
1	2,785	SY	2" HMAC (20' SECTION)	\$12.50	\$34,812.50
2	2,785	SY	PRIME COAT	\$1.50	\$4,177.50
3	3,063	SY	2" COMPACTED CALICHE (22' SECTION)	\$4.50	\$13,783.50
4	3,063	SY	REWORK AND STABILIZE (3% LIME) 6" OF EXISTING ROAD SECTION	\$6.00	\$18,378.00
5	140	SY	ASPHALT DRIVEWAY REPAIR	\$27.50	\$3,850.00
6	1	LS	PAVEMENT MARKINGS	\$4,500.00	\$4,500.00
7	112	LF	18" RGRCP CL III	\$31.00	\$3,472.00
8	2,506	LF	REGRADE ROADSIDE DITCH	\$2.00	\$5,012.00
9	1	LS	TRAFFIC CONTROL	\$1,500.00	\$1,500.00
10	1	LS	EROSION CONTROL	\$1,500.00	\$1,500.00
SUBTOTAL:					\$90,985.50
CONTINGENCY & MATERIAL TESTING (13.5%)					\$12,283.04
CAMERON COUNTY TOTAL:					\$51,634.27
HIDALGO COUNTY TOTAL:					\$51,634.27

EXHIBIT A

CAMERON COUNTY AND HIDLAGO COUNTY INTERLOCAL COOPERATIVE AGREEMENT

MILE 3 EAST ROAD CONSTRUCTION PROJECT

Project Description:

Reconstruction of Mile 3 East Road is to commence 362 feet north of I-2 for a duration of 1,253 feet of which is in the jurisdiction of Hidalgo and Cameron County where county boundaries are at the center of the road west belonging to Hidalgo County and East belonging to Cameron County

Zimbra

amy.saenz-smith@co.hidalgo.tx.us

Fwd: Cameron County

From : Jorge L. Pena <jorge.pena1@co.hidalgo.tx.us> Fri, May 12, 2017 10:55 AM
Subject : Fwd: Cameron County
To : Amy Smith-Saenz <amy.saenz-smith@co.hidalgo.tx.us>

Sent from my iPhone

Begin forwarded message:

From: "Steve Crain" <scrain@atlashall.com>
Date: May 11, 2017 at 9:56:41 AM CDT
To: "Jorge L. Pena" <jorge.pena1@co.hidalgo.tx.us>
Subject: RE: Cameron County

Yes and I would provide the supply and material proposal. Has an estimate of labor been prepared?

-----Original Message-----

From: Jorge L. Pena [<mailto:jorge.pena1@co.hidalgo.tx.us>]
Sent: Thursday, May 11, 2017 9:11 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Cameron County

Mr Craine,

Good to hear, is it safe to say that we can submit to Cameron county the revised ILA sent along with exhibit A. Should we provide as part of the ILA a copy of the supply and material proposal?

Sent from my iPhone

On May 11, 2017, at 8:42 AM, Steve Crain
<scrain@atlashall.com> wrote:

That will work.

-----Original Message-----

From: Jorge L. Pena [<mailto:jorge.pena1@co.hidalgo.tx.us>]

Sent: Thursday, May 11, 2017 8:13 AM

To: Steve Crain <scrain@atlashall.com>

Subject: Re: Cameron County

Mr. Crain,

Good morning sir, Exhibit A for your review.

----- Original Message -----

From: "Steve Crain" <scrain@atlashall.com>

To: "Jorge L. Pena" <jorge.pena1@co.hidalgo.tx.us>

Sent: Thursday, May 11, 2017 7:40:58 AM

Subject: RE: Cameron County

That should work. We may need another one page agreement. I will check.

-----Original Message-----

From: Jorge L. Pena [<mailto:jorge.pena1@co.hidalgo.tx.us>]

Sent: Wednesday, May 10, 2017 4:42 PM

To: Steve Crain <scrain@atlashall.com>

Subject: Re: Cameron County

I added more description, please comment

----- Original Message -----

From: "Steve Crain" <scrain@atlashall.com>

To: "Jorge L. Pena" <jorge.pena1@co.hidalgo.tx.us>

Sent: Wednesday, May 10, 2017 4:20:47 PM

Subject: RE: Cameron County

Exhibit A should be a more accurate description of the Road.
Please see

the first page of the Interlocal where it references Exhibit A.

-----Original Message-----

From: Jorge L. Pena [<mailto:jorge.pena1@co.hidalgo.tx.us>]

Sent: Wednesday, May 10, 2017 2:38 PM

To: Steve Crain <scrain@atlashall.com>

Subject: Re: Cameron County

my applogies, attached for your review

----- Original Message -----

From: "Steve Crain" <scrain@atlashall.com>

To: "Jorge L. Pena" <jorge.pena1@co.hidalgo.tx.us>

Sent: Wednesday, May 10, 2017 2:12:10 PM

Subject: RE: Cameron County

Where is Exhibit A ?

-----Original Message-----

From: Jorge L. Pena [<mailto:jorge.pena1@co.hidalgo.tx.us>]

Sent: Wednesday, May 10, 2017 12:27 PM

To: Steve Crain <scrain@atlashall.com>

Subject: Re: Cameron County

Mr. Crain,

Attached are the changes as per recommendation. Please provide comments.

Thank you,

Jorge Pena

----- Original Message -----

From: "Steve Crain" <scrain@atlashall.com>

To: "Jorge L. Pena" <jorge.pena1@co.hidalgo.tx.us>

Sent: Wednesday, May 10, 2017 8:30:48 AM

Subject: Cameron County

Good morning Mr. Pena:

See the attached with Mr. Crain's changes. If you have any questions,

please call our office.

Thank you,

Marynel Trevino-Rodriguez, Secretary for Stephen L. Crain & J. Joseph

Vale ATLAS, HALL & RODRIGUEZ, LLP

818 Pecan Blvd. (78501)

P. O. Box 3725

McAllen, Texas 78502

Direct Telephone Number (956) 632-8221 Office Telephone Number (956)

682-5501

Facsimile Number (956) 686-6109

Website address: www.atlashall.com

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