STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT AMONG THE CITY OF ALAMO, THE CITY OF DONNA, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the _____ day of _____, 2017, by and among the **CITY OF ALAMO, TEXAS,** hereinafter referred to as "Alamo", **THE CITY OF DONNA, TEXAS** hereinafter referred to as "Donna" 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, Alamo is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, Donna is a municipality located in Hidalgo County, Texas;

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

WHEREAS, a portion of Whalen Road commencing at Business 83 and terminating at the access road to U. S. Expressway 83 is the municipal boundary of both Alamo and Donna;

WHEREAS, Whalen Road south of Business 83 is within the jurisdiction of the County;

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

WHEREAS, Alamo, Donna and County desire to jointly undertake a road improvement project consisting of a portion of Whalen Road, from Business 83 and terminating at the access road to U.S. Expressway 83 approximately more particularly described on Exhibit A attached hereto (the "Road");

WHEREAS, the Road forms an integral part of the County, Alamo and Donna road systems and the improvements to the Road are in the best interest of the County and the cities of Alamo and Donna;

WHEREAS, Alamo, Donna 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 a city with the city's consent.

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

1. The parties agree to cooperate in making the necessary improvements to the Road as described herein.

2. County agrees to provide all labor, machinery and material necessary for reconstruction of the Road.

3. County will, to the extent reasonably possible, follow the County's standard specifications in reclamation and overlay improvements unless otherwise agreed in writing by both parties.

4. Prior to commencement of the Road by County, the City of Alamo and Donna shall pay the sum of Forty-Eight Thousand Three Hundred Eighty-Seven and 25/ 100ths Dollars ($48,387.25) within five (5) days of the approval of this Agreement of such sum paid by each of Alamo and Donna representing one-half the cost of the materials for of the Road respectively. Such funds provided by Alamo and Donna being the cost to the County of the materials for the reconstruction of the Road.

5. Any and all other costs deemed necessary for the improvements to the Road shall be borne by the County.

6. Alamo, Donna and County will coordinate work schedules in order to provide for minimal disruption to the public and will complete the road improvements no later than sixty days from execution of this agreement.

7. Alamo and Donna pursuant to Tex. Trans. Code § 251.012, authorized County to perform the work described herein.

8. **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.

9. **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.

10. **Entire Agreement**. This Agreement contains the entire contract among 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 Alamo, Donna and County, and not otherwise.

11. **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.

12. **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 Alamo:	City of Alamo Attention: Mayor Diana Martinez 420 N. Tower Rd. Alamo, Texas 78516
If to Donna:	City of Donna Irene Munoz, Mayor 307 S. 12th St. Donna, Texas 78537-3337
If to County:	County of Hidalgo Attention: County Judge Ramon Garcia 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With copy to:	Commissioner David L. Fuentes, Precinct No.1 1902 Joe Stephens Avenue Weslaco, Texas 78596

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.

13. **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.

14. **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.

15. **Assignment.** This Agreement shall not be assignable.

16. **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.

17. **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.

18. **Authority to Execute.** The execution and performance of this Agreement by Alamo, Donna and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Alamo, Donna and County in accordance with its terms.

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 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.

THE CITY OF ALAMO

Diana Martinez, Mayor

ATTEST:

Alamo City Secretary

ATTEST:

Donna Baldenoma
Donna City Secretary

THE CITY OF DONNA

Irene Munoz
Irene Munoz, Mayor

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

STATE OF TEXAS §
§
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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 whereby the Alamo, Donna and County desire to jointly undertake a road improvement project consisting of a portion of Whalen Road, from Business 83 and terminating at the access road to U.S. Expressway 83 through an Interlocal Cooperation Agreement to be entered into among Hidalgo County and City of Alamo, Texas and the City of Donna, 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