

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MCALLEN,
TEXAS AND THE COUNTY OF HIDALGO, TEXAS**

THIS agreement is made on this the _____ day of _____, 2017 by and between the **CITY OF MCALLEN, TEXAS**, hereinafter referred to as the “McAllen” 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, McAllen is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, Military Highway (FM 1016) currently dead ends at the intersection of 10th Street (SH 336);

WHEREAS, County desires to extend Military Highway from the intersection of 10th Street (SH 336) east to a canal for an approximate distance of 3,000 linear feet within the jurisdiction of the County;

WHEREAS, there is a 40’ dedicated road Right-Of-Way commencing from said canal east to Jackson Road (FM 2061) for an approximate distance of 5,650 linear feet within the jurisdiction of McAllen;

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

WHEREAS, County and McAllen desire to undertake a road improvement project consisting of approximately 8,650 linear feet of a new roadway, from Military Highway at 10th Street and terminating at Jackson Road more particularly described on Exhibit A attached hereto (the “Road”);

WHEREAS, the Road will form an integral part of the County road system and the improvements to the Road are in the best interest of the County and McAllen;

WHEREAS, McAllen agrees to support the proposition that the County be the fiduciary agent for the development of the project within the city limits of McAllen;

WHEREAS, McAllen 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, McAllen and County, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement 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 construction of the Road.
3. County will, to the extent reasonably possible, follow TxDOT and/or City of McAllen standard specifications for new construction improvements unless otherwise agreed in writing by both parties.
4. Any and all costs deemed necessary for the improvements to the Road, such as engineering services, shall be borne by the County.
5. McAllen pursuant to Tex. Trans. Code § 251.012, authorizes County to perform the work described herein.
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 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.
7. **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.
8. **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 McAllen, Donna and County, 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 County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
10. **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,

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.

THE CITY OF MCALLEN

ATTEST:

Jim Darling, Mayor

McAllen City Secretary

COUNTY OF HIDALGO

ATTEST:

Ramon Garcia, County Judge

Arturo Guajardo, Jr., County Clerk

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 whereby McAllen and County desire to jointly undertake a road improvement project consisting of a new location roadway, being 8,650 linear feet, within the jurisdiction of McAllen and County commencing at the intersection of Military Highway (FM 1016) and 10th Street (SH 336) and terminating at Jackson Road (FM 2061), through an Interlocal Cooperation Agreement to be entered into among Hidalgo County and City of McAllen, Texas.

By vote on _____ 2017, 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

