

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ____ day of _____, 2017, by and between the **CITY OF HIDALGO, TEXAS** 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, City is a home rule municipality located in Hidalgo County, Texas:

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

WHEREAS, the County and City desire to make road improvements to Val Mex Drive as more particularly described on Exhibit A hereto (the “Road”) of which 1,329 linear feet located in the County and 362 linear feet is located in the City in order to accommodate heavy commercial truck traffic that frequents the Road;

WHEREAS, the Road forms an integral part of the County road system and the improvements to the Road are in the best interest of both the County and City;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of public roadways within their boundaries, and are desirous that the necessary improvements be done to the Road within the City and County;

WHEREAS, the Road improvements shall include, but not be limited to, reconstruction and drainage improvement to the Road (collectively the “Project”);

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt 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.

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

1. County shall be responsible for performing the work necessary to complete the Project within the County and the City, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors.
2. City, pursuant to Tex. Trans. Code Section 251.012, authorizes County to perform

the work described herein within its city limits.

3. Following completion of the work described herein, the parties agree that City shall be responsible for the maintenance of any portion of Val Mex Drive located within the city limits of City so long as such portion of the Road remains within the city limits and County shall be responsible for the maintenance of any portion of the Road located within the County's boundaries so long as such portion of the Road remains within the County's boundaries and not within the City.
4. City shall at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Project.
5. County shall be responsible for the engineering, specifications, plans and maps necessary to complete the Project to County road standards.
6. **Hold Harmless Clause.** The parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.
7. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.
8. **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.
9. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 City and County, and not otherwise.
10. **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.
11. **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 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 Hidalgo
Attention: Martin Cepeda, Mayor
704 E. Ramon Ayala Drive
Hidalgo, Texas 78557

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

With copy to: Commissioner, Precinct No. 2
Attention: Eduardo "Eddie" Cantu, Commissioner
300 West Hall Acres, Suite G
Pharr, Texas 78577

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.

15. 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.

16. 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.

17. Assignment. This Agreement shall not be assignable.

18. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

19. 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.

20. Authority to Execute. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances

or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

21. 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

22. 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 thirty (30) 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.

23. Severability. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken here from and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF HIDALGO, TEXAS

ATTEST:

Martin Cepeda, Mayor

City Secretary

COUNTY OF HIDALGO

ATTEST:

Ramon Garcia, County Judge

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

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. County and City desires to assist each other to make road improvements to Val Mex Drive through an Interlocal Cooperation.

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

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain