

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BY AND
BETWEEN THE CITY OF ALAMO
AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the ____ day of _____, 2018, by and between the City of Alamo, 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, Alamo is a 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 reconstruct and overlay a portion of Rancho Blanco Road (the "Road") from FM 907 east approximately 1300 linear feet;

WHEREAS, the Road forms a connecting link and integral part of the County road system and the reconstruction and overlay of the Road is in the best interest of the County; and

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 reconstructing and overlaying Rancho Blanco Road approximately 1300 feet east of FM 907 Road.
2. County agrees to provide all labor, machinery and materials necessary to reconstruction and overlay the Road described herein.

3. County will, to the extent reasonably possible, follow the County's standard specifications in reconstruction and overlay of improvements unless otherwise agreed in writing by both parties.
4. The parties agree that City and County will each inspect and accept the Road reconstruction and overlay improvements prior to declaring such work completed.
5. 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.
6. City, pursuant to Tex. Trans. Code §251.012, City authorizes County to perform the work described herein.
7. **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 Alamo
Attention: Mayor Diana Martinez
420 N. Tower Rd.
Alamo, Texas 78516

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 78599

Commissioner, Precinct 2
Eduardo "Eddie" Cantu
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.

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:



Margaret Salas

 City Secretary

CITY OF ALAMO

Diana Martinez

 Mayor Diana Martinez

ATTEST:

 Arturo Guajardo, County Clerk

COUNTY OF HIDALGO

 Ramon Garcia, County Judge

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ

By: *Stephen L. Crain*

 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 City of Alamo and County desire to jointly undertake and the parties agree to cooperate in reconstructing and overlaying Rancho Blanco Road approximately 1300 linear feet east of FM 907 which road is a connecting link to the County roads system, through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Alamo, Texas.

By vote on _____ 2018 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

4) Rancho Blanco Rd (From FM 907 to County Line)

- Construction Type: Overlay
 - Entities Involved: P2 & City of Alamo
- * This project falls completely within the City of Alamo's limits



Precinct #2 27. B.

Meeting Date: 02/20/2018
Submitted For: Eddie Cantu, COMM. PCT. #2

Department: COMM. PCT. #2

Submitted By: Erika Zamora, COMM. PCT. #2

CAPTION

Information

1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of Alamo, regarding road improvements for the Pct. 2 Rancho Blanco Road (FM 907 - East 1,300 LF) Project.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project for the Pct 2 Rancho Blanco (FM 907 - East 1,300 LF) Project.

BACKGROUND

Interlocal will be attached as soon as received from Mr. Crain.

Fiscal Impact

CALENDAR YEAR: 2018

ACCT. #: 8-1200-431-00-122-146-0-841

FUNDS AVAILABLE Y/N?: Y/pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding is pending approval of AI #63813. Program #146 Pct. 2 ICA Alamo Rancho Blanco Rd (FM907-1300 E LF) is a new project, pending creation by Auditor's Office.

Attachments

ICA

exh 1

legal

Form Review

Inbox

Budget & Management
Ivan Cantu
Final Approval
Form Started By: Erika Zamora
Final Approval Date: 02/16/2018

Reviewed By

Veronica Ortiz
Ivan Cantu
Monica Salinas

Date

02/16/2018 01:04 PM
02/16/2018 02:11 PM
02/16/2018 05:11 PM
Started On: 02/15/2018 07:06 PM

