

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

THIS Agreement is made on this the _____ day of _____, 2018, by and between **THE CITY OF ELSA, TEXAS**, hereinafter referred to as "Elsa", 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, Elsa is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, County desires to reconstruct approximately 250 linear feet of Mile 17½ Road from 125 linear feet west of FM 88 to 125 linear feet, east of FM 88 such portion of road more particularly described on Exhibit A attached hereto (the "Road");

WHEREAS, the north side the Road is within the municipal limits of Elsa and the south side of the Road is within the jurisdiction of the County;

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

WHEREAS, Elsa pursuant to its statutory and constitutional authority, is responsible for maintenance and improvements of public roadways within its municipal limits; and

WHEREAS, Elsa 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 Texas Transportation Code which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, Elsa 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 through its own forces or a third-party contractor(s) all labor, machinery and material necessary for reconstruction of the Road.

3. Elsa agrees to pay upon execution of this Agreement the sum of Five Thousand Five Hundred Fifty-Three and 74 one hundredths Dollars (\$5,553.74) being the estimated cost of the materials for the Road improvements. Any actual cost of material in excess of the estimated costs shall be paid by Elsa within thirty (30) days against invoice by the County.
4. County will, to the extent reasonably possible, follow the County's standard specifications for road reconstruction unless otherwise agreed in writing by all parties.
5. Any and all costs of engineering services shall be borne exclusively by the County.
6. Elsa and County will coordinate work schedules in order to provide for minimal disruption to the public during the reconstruction of the Road.
7. Elsa pursuant to Tex. Trans. Code § 251.012, authorize County to perform the work described herein within its municipal limits.
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 McAllen, Elsa 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

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.

ATTEST:

Elsa City Secretary

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF ELSA

Alonso Perez, Mayor

COUNTY OF HIDALGO

Ramon Garcia, County Judge

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 Elsa and County desire to reconstruct approximately 250 linear feet of Mile 17½ Road from 125 linear feet west of FM 88 to 125 linear feet east of FM 88 through an Interlocal Cooperation Agreement to be entered into between Hidalgo County, the City of Elsa, 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