

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 _____, 2018 by and between the **CITY OF MCALLEN, TEXAS**, hereinafter referred to as “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, County desires to reconstruct Mile 17 ½ (Russell Road) from the intersection of Depot Road east to the intersection with Mon Mack Road;

WHEREAS, Mile 17 ½ (Russell Road) from the intersection of Depot Road east for approximately 0.25 miles is within the jurisdiction of McAllen;

WHEREAS, Mile 17 ½ (Russell Road) from approximately 0.25 miles east of Depot Road to Mon Mack Road for an approximate distance of 1.25 miles is within the jurisdiction of the County;

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 1.5 miles, from Depot Road to Mon Mack Road more particularly described on Exhibit A attached hereto (the “Road”);

WHEREAS, the Road is 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 perform all activities required to reconstruct Mile 17 ½ (Russell Road) including but not limited to arranging for public bidding and awarding of contract, if applicable, obtaining all necessary permits and acquiring any necessary property interests.
3. County agrees to pay for any and all costs associated with reconstruction of Mile 17 ½ (Russell Road) including all engineering services, and labor, machinery and materials, except as otherwise provided herein..
4. County and McAllen agree that McAllen shall have an opportunity to review construction plans and specifications. County will, to the extent reasonably possible, follow County and/or City of McAllen standard specifications for construction improvements unless otherwise agreed in writing by both parties.
5. County and McAllen agree that McAllen will provide construction material testing services. County agrees to reimburse McAllen for construction material testing services after receipt of invoice from McAllen.
6. McAllen agrees to provide construction administration services and construction inspection services at its sole cost.
7. McAllen agrees to notify County in writing of any construction deficiencies McAllen identifies requiring remedial action.
8. McAllen pursuant to Tex. Trans. Code § 251.012, authorizes County to perform the work described herein.
9. **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

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 McAllen and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of McAllen and County in accordance with its terms.
20. **Governmental Purpose.** Each party hereto is entering into the 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 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 roadway reconstruction, being 1.5 miles, within the jurisdiction of McAllen and County on Mile 17 ½ (Russell Road) commencing at Depot Road and terminating at Mon Mack Road, through an Interlocal Cooperation Agreement to be entered into among Hidalgo County and City of McAllen, Texas.

By vote on _____ 2018, 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