

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND THE CITY OF ELSA, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO FM 88 FROM 0.25 MILES NORTH OF SH 107 (5TH AVE) NORTH TO FM 1925

THIS Agreement is made on this the 8th day of February, 2019, by and between **THE CITY OF ELSA, 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, the City is a city created under the laws of Texas;

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

WHEREAS, the segment of the FM 88 corridor from 0.25 miles North of SH 107 (5th Ave.) North to FM 1925, traverses within the jurisdiction of the City and the County as outlined in Exhibit "A";

WHEREAS, the County and the City agree it is essential to develop this very important corridor, which is in much need of improvements, specifically, in need of adding capacity for increased safety;

WHEREAS, the County desires to complete Phase I, II and III of this Corridor within the city limits and ETJ of the City;

- Phase I-Environmental Assessment, Public Involvement & Schematic Design
- Phase II- Right of Way Map, Surveys & PS&E
- Phase III- Right of Way Acquisition, Compensable Utilities and Construction Management

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 790.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, the City agrees to support the proposition that County be the fiduciary agent and assume the role of project development lead for all three phases of the project development activities at 100% cost to the County within the city limits and ETJ of the City;

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

1. The County agrees, at the sole cost of the County, to complete Phase I, II and III of this Corridor within the city limits and ETJ of the City;
 - Phase I-Environmental Assessment, Public Involvement & Schematic Design
 - Phase II- Right of Way Map, Surveys & PS&E
 - Phase III- Right of Way Acquisition, Compensable Utilities and Construction Management
2. The City agrees to support the proposition that County complete said Phase I activities of the project development within the city limits and ETJ of the City.
3. The Road at various points, passes through the jurisdiction of the City and the County and forms a connecting link or integral part of the regional transportation system and County roads.
4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the work under this Agreement performed by each party.
5. City, 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 City and County, and not otherwise.

15. **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.
16. **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.
17. **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.
18. **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

CITY OF ELSA



 Alonso Perez, Mayor

ATTEST:

 Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO

 Richard F. Cortez, County Judge

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
 Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**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 regarding certain road improvements to FM 88 from 0.25 Miles North of SH 107 (5th Ave) North to FM 1925 (the "Road"), a section which is in part within the City of Elsa, Texas and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Elsa, Texas and Hidalgo County, Texas.

By vote on _____, 2019 the Hidalgo County Commissioners Court has approved the Project identified above.

By: Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

