

STATE OF TEXAS

§

COUNTY OF HIDALGO

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

THIS Interlocal Cooperation Agreement, hereinafter referred to as "Agreement" is made on this the ____ day of _____, 2020, by and between **CITY OF ALTON, TEXAS**, hereinafter referred to as "City", and **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), as follows:

I.

WITNESSETH:

WHEREAS, the County is a "local government" as defined by the Act, and a political subdivision organized under the laws of the State of Texas; and

WHEREAS, the City is a municipality defined as a "local government" under the Act, and a political subdivision organized under the laws of the State of Texas, within the boundary of Hidalgo County; and

WHEREAS, the County and City desire to assist one another in overlaying the following road sections described in Exhibit "A" ("Work"): North Inspiration Boulevard beginning at West Saint Jude Avenue ("Mile 6 Road") and running 500 feet north; Mile 6 Road between North Inspiration Boulevard and North Los Ebanos Boulevard, running 2650 feet east; and Mile 6 Road between North Los Ebanos Boulevard and North Trosper, running 2650 feet east; and North Trosper Boulevard between Mile 6 Road and West Main Avenue ("Mile 5 Road"), running 5280 feet south; and South Stewart Boulevard beginning at Orange Drive and running 460 feet south; hereinafter collectively referred to as "Road Sections"; and

WHEREAS, the Road Sections serve as a connecting link and an integral part of the County road system and such Road improvements are in the best interest of the County and City.

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 section 251.012 of the Texas Transportation Code which authorizes counties to improve roadways within the limits of a city with the city's consent.

THEREFORE, the Parties, in consideration of the mutual covenants expressed hereinafter, agree as follows:

- 1.1 Prior to commencement of the overlay of the Roads by the County, the City shall pay County against invoice the total of ONE HUNDRED FORTY-FOUR THOUSAND SIXTY-TWO DOLLARS AND THIRTY-TWO CENTS (**\$144,062.32**), which represents County's estimated cost of materials (oil and asphalt) necessary to accomplish the Work.
- 1.2 County shall provide, at no cost, City with manpower necessary to accomplish the Work.
- 1.3 City shall provide, at no cost, County with traffic control, via the City's police department, for the duration of the Work.
- 1.4 All other costs associated with the Work shall be the responsibility of the County.

**II.
TERM**

- 2.1 This Agreement shall be in effect for one hundred eighty (180) days from the date of the last of County or City to approve this Agreement.

**III.
NOTIFICATION OF PRICE CHANGE**

- 3.1 Upon a change in price for County employees, equipment or materials, the County shall notify the City within ten (10) working days for the Work.
- 3.2 Upon a change in price for employees for City employees, equipment or materials, the City shall notify the County within ten (10) working days for the Work.

**IV.
CONTACT PERSON**

- 4.1 For purposes of this Agreement, the City shall coordinate with the County by and through Hidalgo County Commissioner Precinct No. 3 and their designated representative.

**V.
IMMUNITIES**

- 5.1 Nothing in this agreement is intended to, and County does not hereby waive, release or relinquish any right to assert any of the defenses the County enjoys by virtue of the state or federal constitution, laws, rules, or regulations, and any sovereign official or qualified immunity available to the County as to any claim or action of any person, entity, or individual against the County.

VI.

INSURANCE

6.1 The City will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act, to cover the City's performance of responsibilities under this Agreement.

6.2 The County will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act, to cover the County's performance of responsibilities under this Agreement.

**VII.
TERMINATION**

7.1 This agreement may be terminated at any time in writing by mutual agreement of the Parties or terminated by either party with thirty (30) days' notice, in writing, to the other party.

**VIII.
BREACH OF OBLIGATION**

8.1 Failure to abide by any provision of this agreement shall constitute a breach. Any party claiming a breach will have the right to terminate the agreement immediately in writing.

**IX.
NO TRANSFER OR ASSIGNMENT**

9.1 This Agreement shall not be assignable. Any attempted or purported transfer or assignment of this Agreement shall be null and void and shall constitute a material breach of this agreement.

**X.
CONFLICT OF APPLICABLE LAW**

10.1 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 time such conflict exists.

**XI.
NO WAIVER**

11.1 No waiver by County 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.

**XII.
ENTIRE AGREEMENT**

12.1 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 representations 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.

**XIII.
WRITTEN NOTICE**

13.1 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 electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile to the parties at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2 nd Floor Edinburg, TX 78539 (956)318-2600
With copy to:	Commissioner, Precinct No. 3 Attn: Joe Flores, Commissioner 724 North Breyfogle Road Mission, Texas 78574
If to City:	City of Alton Attn: Salvador Vela, Mayor 509 South Alton Boulevard Alton, Texas 78573

13.2 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.

**XIV.
TEXAS LAW TO APPLY**

14.1 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.

XIV.

INDEMNITY CLAUSE

15.1 TO THE EXTENT PERMITTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE CITY AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE COUNTY, ITS AGENTS, EMPLOYEES AND OFFICERS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE, LIABILITY AND EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED OR SUFFERED BY IT, BY REASON OF ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION ASSERTED OR THAT MAY BE ASSERTED, AGAINST ANY OR ALL OF THE ABOVE NAMED PARTIES, WHETHER ALLEGING INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS, AND WHETHER SEEKING COMPENSATORY OR PUNITIVE DAMAGES, AND INVOLVING, ARISING OUT OF, OR IN ANY MANNER RELATED TO THIS AGREEMENT.

XVI. SUCCESSORS

16.1 . 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.

XVII. HEADINGS

17.1 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 or paragraph hereof.

XVIII. GENDER AND NUMBER

18.1 All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

XIX. PERFORMANCE OF GOVERNMENTAL FUNCTIONS

19.1 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.

XX. COMMITMENT OF CURRENT REVENUES

20.1 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds (if applicable) to meet the obligations of the County under this Agreement, then the County may terminate this Agreement upon thirty (30) days written notice to the City. The County agrees, however, to use reasonable 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 the County. In the event that

during any term hereof the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this agreement, the County may terminate this Agreement upon thirty (30) days written notice to the City. The County agrees, however, to use a best effort attempt to obtain and appropriate funds for payment of the Agreement. The Parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of the County in accordance with Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1966).

XXI.

AUTHORITY TO EXECUTE

21.1 The execution and performance of this Agreement by County and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and District in accordance with its terms.

XXII.

NON-DISCRIMINATION

22.1 County and City, including subcontractors, assignees, and successors in interest, ensure that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this Agreement. City shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

XXIII.

LEGAL CONSTRUCTION/SEVERABILITY

23.1 In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XXIV.

PRIOR AGREEMENTS

24.1 This Agreement supersedes and terminated all previous Interlocal Agreements between the Parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement is completed and payment is remitted such previous Interlocal Agreement shall terminate at such time.

XXV.

ADDITIONAL DOCUMENTS

25.1 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.

XXVI.
GOVERNING PROVISIONS

26.1 Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

XXVII.
IMMUNITY

27.1 This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of immunities from suit or from liability that the County or District has by operation of law.

XXVIII.
CONFLICT OF INTEREST

28.1 The parties covenants that none of its elected officials, officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the Work. The parties agree that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

28.2 City agrees that no person who is an elected official, officer, employee, consultant, or agent of the City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities for which City is now seeking Work.

28.3 City is responsible for repayment of expenses associated with any conflict of interest that may occur either knowingly or unknowingly.

XXIX.
CONFLICT WITH APPLICABLE LAW

29.1 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 any provision of this 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 provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

[SIGNATURE PAGE TO FOLLOW]

We the undersigned hereby attest we have authority on behalf of the County and the City, respectively, to execute and abide by this agreement.

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

CITY OF ALTON

By: Salvador Vela
Salvador Vela, Mayor



ATTEST

By: Baudelia Rojas
Baudelia Rojas, City Secretary

THE COUNTY OF HIDALGO

By: _____
Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM FOR CITY:

By: Ricardo Gonzalez
Ricardo Gonzalez
Law Offices of Oxford & Gonzalez

APPROVED AS TO FORM:
Office of Hidalgo County Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Amanda D. Austin, Assistant District Attorney

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. County and City desire to assist each other in projects to be defined by mutual agreement through an Interlocal Cooperation Agreement agreeing to assist each other with equipment, materials and manpower.

By vote on _____ 2020, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Office of Hidalgo County Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
Amanda D. Austin, Assistant District Attorney

TABLE OF EXHIBITS

EXHIBIT "A" Hidalgo County Precinct#3 Project Worksheet

ROW Project Worksheet
Hidalgo County Precinct #3



Attn: Commissioner Jose M. Flores

Date: 10/05/2020

Project Name: City of Alton Overlay Project (City Cost)

Project Location: Various Locations see below

Project Purpose: To overlay connecting link streets within Limits of City

North Inspiration Blvd. 500 Lnf.	Amount: \$ <u>3768.10</u>
Mile 6 between North Inspiration Blvd. and North Los Ebanos Blvd. 2650 Inf.	Amount: \$ <u>21,734.45</u>
Mile 6 between North Los Ebanos Blvd. and North Trosper Blvd. 2650 Inf.	Amount: \$ <u>19,647.95</u>
North Trosper Blvd. Between Mile 6 and West Main Avenue 5280 Inf.	Amount: \$ <u>89,222.42</u>
South Stewart Road Blvd. South of Orange Drive 460 Inf.	Amount: \$ <u>9,689.40</u>

TOTAL Cost of Project **\$ 144,062.32**

Project Approved: _____

Pct #3 Project ROW Agent: Victor Gallardo

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke.



Legend





-  Absolute Dental Center Alton
-  Josefa Garcia Park
-  Richards Pharmacy
-  Speech Success LLC

EXHIBIT
2 of 2

Google Earth

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