

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on and entered into effective as of the _____ day of _____, 2022, by and between **COUNTY OF HIDALGO, TEXAS**, by and through its Precinct 1, hereinafter referred to as (“County”), and **CITY OF MERCEDDES** hereinafter referred to as (“City”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

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 is defined as a “Local Government” under the ACT, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, the County and City, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements to certain public roadways within their boundaries;

WHEREAS, the County and City desire to jointly undertake a road reconstruction and improvement project to a portion of Dawson Road within the Mercedes municipal boundary (aka Mile ½ Road in the County jurisdiction) from Mile 8 North Road extending South approximately 1,324 total linear feet (the “Road” or “Project”), (*See Exhibit A – Dawson Rd. Improvements Project map*)

WHEREAS, Parties have agreed to the Cost Estimate for the Project attached in **Exhibit B**, wherein City shall be responsible for paying County for 100% of the materials needed for the Project. (*See Exhibit B – Dawson Rd. Project Cost Estimate*).

WHEREAS, the Road serves as a connecting link of the County road system and such improvements to the Roads are in the public interest of the County and City.

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the Act; and pursuant

to the 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.

WHEREAS, County and City have determined the Project will serve a public purpose and provide a mutual benefit to each other.

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

1. The parties agree to cooperate in making the necessary reconstruction and improvements to the road in the Dawson Rd. Project as described on **Exhibit A** attached hereto.
2. The City has an Urban County Project which consists of Street Improvement utilizing Community Development Block Grant (CDBG) funds.
3. City, through its CDBG funds, agrees to pay the lump sum amount upon execution of this Agreement equal to all of the cost of materials and all other related appurtenances if funding is available, being the estimated cost of the Project. (*See Exhibit B – Estimate*). The Hidalgo County Urban County Program will process all Purchase Orders needed for materials utilizing the County of Hidalgo contracted vendors.
4. In the event that the Urban County funding is exhausted or if a specific material or related appurtenance is not covered by CDBG funds, the City shall be responsible for providing all additional funds needed for materials or other related appurtenances needed to complete the Project.
5. County agrees to provide all labor and machinery necessary to perform the improvements to the Road.
6. County will, to the extent reasonably possible, follow the County's standard specifications in improvements unless otherwise agreed in writing by both parties.
7. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational fiscal affairs of the parties and will complete both the Project no later than **365 days** from the execution of this Agreement.
8. **Prior Agreements.** This Agreement replaces and supersedes any and all prior agreements between County and City with respect to the Road and/or Project except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed thereunder at the time of executing this Agreement. Once ongoing work under any such previous Interlocal

Agreement(s) is completed and payment is remitted such previous Interlocal Agreement shall terminate at such time.

9. **Authorization.** City has authorized County to perform the work herein described pursuant to Tex. Trans. Code §251.012.
10. **Term.** The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above.
11. **Termination.** Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.
12. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
13. **Indemnification.**
 - A. **By the CITY:** To the extent permitted under the Constitution and laws of the State of Texas, the CITY agrees to indemnify and hold harmless and defend 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 the COUNTY, for the intentional or negligent acts or omissions by the CITY, whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.
 - B. **By the COUNTY:** To the extent permitted under the Constitution and laws of the State of Texas, the COUNTY agrees to indemnify and hold harmless and defend CITY, 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 the CITY, for the intentional or negligent acts or omissions by the COUNTY, whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.
14. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

15. **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 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 later shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.
16. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
17. **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 County and City and not otherwise.
18. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
19. **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 of

City of Mercedes, Texas
Attention: Mayor
400 S. Ohio Ave.
Mercedes, Texas 78570

With copy to:

City of Mercedes, Texas
Attention: City Manager
400 S. Ohio Ave.
Mercedes, Texas 78570

If to County of Hidalgo: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

With copy to: Hidalgo County Precinct 1
Attention: Commissioner, Precinct 1
1902 Joe Stephens Avenue
Weslaco, Texas 78596

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.

20. **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.
21. **Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.
22. **Assignments.** This Assignment shall not be assignable.
23. **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 any paragraph hereof.
24. **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.
25. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.
26. **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.

27. **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 (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
28. **Governing Provisions.** 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 new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
29. **Legal Construction/Severability.** 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.
30. **Authority to Execute.** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

APPROVED BY COMMISSIONERS' COURT ON Sept. 20, 2022.

Agenda Item No. 87490

Executive Office: _____

CITY OF MERCEDES:

COUNTY OF HIDALGO:

_____, Mayor

Hon. Richard F. Cortez, County Judge

ATTEST:

ATTEST:

_____, City Secretary

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM

Office of the Criminal District Attorney,
Ricardo Rodríguez, Jr.

Robert Viña, III, Assistant District Attorney

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 §
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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 the County of Hidalgo and the City of Mercedes desire to jointly undertake a road reconstruction and improvement project consisting of a portion of Dawson Road within the Mercedes municipal boundary from Mile 8 road going South 1324 linear feet (.25 miles). Dawson Road is known as Mile ½ Road in areas within the jurisdiction of the County, and the road forms an integral part of the County and Mercedes road system. Road improvements are to be conducted through an Interlocal Cooperation Agreement between the City of Mercedes, Texas, and Hidalgo County.

By vote on _____ 2022, 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 the Criminal District Attorney
Ricardo Rodriguez, Jr.

BY: _____
Robert Viña, III, Assistant District Attorney

Exhibit A

Dawson Rd. Improvements Project Map

Dawson Rd. / Mile 1/2 E (Mile 8 N going south 0.25 Miles) Mercedes, TX



Exhibit A



Exhibit B

Dawson Rd. Project Cost Estimate

EXHIBIT B

Cost Estimate-Material
Hidalgo County Precinct No. 1
Dawson Rd (Mile 8 N. going south .25 Miles)
Mercedes, Texas
Full-Reconstruction (1,324 Total LF)
Estimator: Luis Diaz
Date: 08/30/2022



Cost Estimate for a 20' Edge to Edge Roadway Improvements					
Item	Est. Qty	Unit	Item Description	Unit Price in Figures	Total Extension in Figures
Materials					
1	350	Tons	2" HMAC (Type "D")	\$74.30	\$26,005.00
2	1,013	Tons	Caliche	\$3.85	\$3,900.05
3	28	Gal	Lime "Type A" Slurry	\$192.38	\$5,386.64
7	600	Gal	SS1 Oil	\$2.37	\$1,422.00
Total:					\$36,713.69