

STATE OF TEXAS

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COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PALMVIEW, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS
(Overlay La Homa Rd. between San Alejo St. and Esther St.)**

THIS INTERLOCAL COOPERATION AGREEMENT, hereinafter referred to as "AGREEMENT" is made on this the 17th day of January, 2023, by and between CITY OF PALMVIEW, 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 COUNTY OF HIDALGO, TEXAS; and

WHEREAS, the COUNTY and CITY (collectively referred herein as "PARTIES") desire to assist one another in overlaying the following road sections described in Exhibit "A" ("Work"): La Homa Road beginning at San Alejo Street and running Four Hundred and Twenty (420) feet north to Esther Street; and

WHEREAS, the Road serves as a connecting link and an integral part of the County road system and such Road improvements are in the best interests of both 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 CITY and COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

- 1.1 COUNTY shall provide CITY with Labor and Equipment, at a price further estimated and itemized in **Exhibit "B"** attached hereto and incorporated for all purposes, necessary to accomplish the Work.
- 1.2 COUNTY shall provide CITY with Materials, Asphalt, and Paving, at a price further itemized in **Exhibit "C"** attached hereto and incorporated for all purposes, necessary to accomplish the Work.
- 1.3 Prior to commencement of the overlay of the Road by the COUNTY, the CITY shall pay COUNTY against invoice the total of nineteen thousand eight hundred ninety four dollars and sixty one cents (\$19,894.61), which represents COUNTY's estimated cost of Labor (**Exhibit "B"**) and Materials (**Exhibit "C"**) necessary to accomplish the Work.
- 1.4 CITY shall provide, at no cost, COUNTY with traffic control, via the CITY's police department, for the duration of the Work.

II. TERM.

- 2.1 This AGREEMENT shall be in effect for one hundred eighty (180) days from the date the COUNTY approves 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 This AGREEMENT is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code, 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 has by operation of law.

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' written notice 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 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 a 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. 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.

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 agreement 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 and executed by both **PARTIES**, and not otherwise.

XIII. 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:

24.1 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**.

XXV. GOVERNING PROVISIONS.

25.1 The **PARTIES** shall comply with all applicable laws and regulations. If applicable, 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.

XXVI. CONFLICT OF INTEREST.

26.1 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.

26.2 The **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.

26.3 **CITY** is responsible for repayment of expenses associated with any conflict of interest that may occur either knowingly or unknowingly.

[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 2/1/23
Agenda Item No. 89554 Executive Office: [Signature]

CITY:
City of Palmview


COUNTY:
County of Hidalgo, Texas

[Signature]
Ricardo Villarreal, Mayor

[Signature]
Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

[Signature]
Michelle Lopez, ADA

ATTEST:

[Signature]
Rafael Guajardo, Jr., County Clerk

- ATTACHMENTS:
A. Exhibit "A" – Work/Road Sections
B. Exhibit "B" – Labor/Equipment
C. Exhibit "C" – Materials/Asphalt/Paving

SUPPLEMENTAL SIGNATURES:
ATTEST
By: _____
_____, City Secretary

APPROVED AS TO FORM FOR CITY:
By: _____
_____, Attorney

**Precinct # 3 Estimated Labor
And
Equipment**

City of Palmview

Employee Labor=\$2,158.50

Equipment Cost=\$5,695.71

Total=\$7,854.21

Month: January-23

Project Name: Palmview TX

Cost Code	Equipment	Cost per HR	Total Hrs.	Total \$	3-Jan	4-Jan
8222	Compactor Vibrator Drum U-272	\$25.34	8	\$202.72	0	8
8223	Compactor Pneumatic Wheel U-269	\$52.15	8	\$417.20	0	8
8581	Distributor Asphalt U-141	\$27.35	1	\$27.35	0	1
8572	Loader Backhoe Wheel U-288	\$43.91	8	\$351.28	0	8
8433	Paver Asphalt U-314	\$252.13	8	\$2,017.04	0	8
8722	Truck Dump U-312	\$73.31	8	\$586.48	8	0
8722	Truck Dump U-313	\$73.31	8	\$586.48	0	8
8722	Truck Dump U-116	\$73.31	8	\$586.48	0	8
8722	Truck Dump U-114	\$73.31	0	\$0.00	0	0
8722	Truck Dump U-195	\$73.31	0	\$0.00	0	0
8332	Grader	\$100.61	8	\$804.88	8	0
8780	Truck - Water U-175	\$28.95	4	\$115.80	0	4
				Total=		
						\$5,695.71

2021 Schedule of Equipment Rates

Fema

Project Name: City of Palmview

Location: La Homa RD

Project Description: Overlay

Start Date: 1-3-2023

Road Length: 420'

Hot Mix Asphalt Width: 24'

Completion Date: 1-4-2023

Hot Mix Asphalt Depth: 2"

Position	Employee Name	Cost per Hr.	Total Hrs.	Total \$	1/3/2023		1/4/2023	
HEAVY EQ OP II	Alaiffa, Antonio	\$16.71	8	\$133.68	0	8	0	8
Crew Leader II	Alanis, Modesto Jose	\$19.27	9	\$173.43	1	8	1	8
MAINTENANCE I	Benavides, Joel Jr	\$12.19	8	\$97.52	0	8	0	8
Truck Driver III	Canales, Servando	\$16.71	8	\$133.68	0	8	0	8
HEAVY EQ OP I	Cortez, Raul Jr	\$14.33	8	\$114.64	0	8	0	8
Crew Leader II	Cortez, Raul Sr	\$19.27	8	\$154.16	8	0	8	0
Truck Driver II	Elizondo Martin	\$14.33	8	\$114.64	0	8	0	8
TRUCK DRIVER II	Muniz, Jorge	\$14.33	8	\$114.64	0	8	0	8
HEAVY EQ OP II	Ochoa, Manuel	\$16.71	8	\$133.68	8	0	8	0
HEAVY EQ OP II	Ortiz, Orlando	\$16.71	8	\$133.68	0	8	0	8
TRUCK DRIVER II	Palacios, Tito	\$14.33	8	\$114.64	0	8	0	8
Truck Driver III	Peralez, Gerardo	\$16.71	1	\$16.71	0	1	0	1
TRUCK DRIVER II	Ruiz Pablo	\$14.33	0	\$0.00	0	0	0	0
HEAVY EQ OP II	Salazar, Tomas	\$16.71	4	\$66.84	0	4	0	4
MAINTENANCE I	Sanchez, Julian	\$12.19	8	\$97.52	0	8	0	8
MAINTENANCE I	Vaidez, Renato	\$12.19	8	\$97.52	0	8	0	8
HEAVY EQ OP I	Villarreal, Oscar	\$14.33	8	\$114.64	0	8	0	8
Overhead								
Field Operation Dir	Salinas, Manny	\$35.64	4	\$142.56	2	2	2	2
Foreman	Salazar, Robert	\$25.54	8	\$204.32	0	8	0	8
HIDALGO COUNTY GRADE AND STEP SALARY SCHEDULE				Total				
Effective: January 1, 2022				\$2,158.50				

**Hidalgo County Precinct 3
Project Worksheet**

Project Name: City of Palmview ILA
Project Location: La Homa RD
Project Description: Overlay

(New Const./Overlay/Drainage Improvement)

Vendor: Frontera Materials Type D Hotmix Asphalt (Gravel Only)

Cont. C-22-0525-10-18

Expires 10-25-2023

Length	420'
Width	24'
Thick	2"Compacted
Tons	155
Contract Price	\$77.68
Total	\$12,040.40

TOTAL PROJECT COST	\$12,040.40
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Project Approved By: _____