

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the _____ day of _____, 2023, by and between the **CITY OF ALAMO, 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, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the County is a local government as defined by the Act, and a county in the State of Texas;

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

WHEREAS, City and County desire to undertake certain roadway improvements to a portion of Ridge Road from Tower Road to Border Road consisting of approximately 5,400 linear feet all of which 1,300 feet, lies within the City and 4,100 feet lies within the County (the "Road");

WHEREAS, the Road forms an integral part of the County road system and the improvements to the Road are in the best interest of both 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 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, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to cooperate in making the necessary improvements to the Road as described herein.
2. County agrees to provide all labor, machinery and material necessary for improvements to the Road.
3. County will, to the extent reasonably possible, follow the County's standard specifications for reconstruction of the Road improvements unless otherwise agreed in writing by both parties.

4. Prior to commencement of the improvements to the Road by the County, the City agrees to provide the sum of Fifty Thousand and no one hundredth dollars (\$50,000.00) to the County within five (5) days of the approval of this Agreement to be applied to the cost of the reclamation of the Road.
5. Any and all other costs deemed necessary for the improvements to the Road shall be borne by the County.
6. City and County will coordinate work schedules in order to provide for minimal disruption to the public.
7. City pursuant to Tex. Trans. Code § 251.012, authorizes County to perform the work described herein within its corporate city limits.
8. **Term:** County will complete the road improvements no later than one hundred and fifty (150) days from execution of this Agreement.
9. **Termination:** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.
10. **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.
11. **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.
12. **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.
13. **Texas Law to Apply.** 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.
14. **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: City of Alamo, Texas
Attention: Diana Martinez, Mayor
420 N Tower Road
Alamo, Texas 78516

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

With copy to: Eduardo "Eddie" Cantu, Commissioner Pct. No. 2
300 W. Hall Acres Suite G
Pharr, Texas 78577

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.

15. **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.

16. **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.

17. **Assignment.** This Agreement shall not be assignable.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **Insurance:** Each entity will carry sufficient liability insurance and any other insurance required by law at the statutorily required limits, pursuant to the Texas Tort Claims Act.

24. **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.

25. **Non-Discrimination:** City and County, including subcontractors, assignees and successors in interest, ensures 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 contract/agreement. See Title VI of the Civil Rights Act of 1964, as amended.

26. **Governing Provisions:** Parties shall comply with all applicable laws and regulations.

27. **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.

28. **Prior Agreements.** This Agreement supersedes and terminates all previous Interlocal Agreement(s) 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(s) is completed and

(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 June 13, 2023.

Agenda Item No. _____

Executive Office: _____

CITY OF ALAMO

ATTEST:

City Secretary

Diana Martinez, Mayor

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo, Jr., County Clerk

Richard F. Cortez, County Judge

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

Michelle Lopez, Assistant District Attorney

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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 City of Alamo and the County desire to jointly undertake a road improvement project for Ridge Road from Tower Road to Border Road consisting of approximately 5,400 linear feet of which 1,300 linear feet lies within the City and 4,100 linear feet lies within the County, through an Interlocal Cooperation Agreement to be entered into between Hidalgo County and City of Alamo, Texas.

By vote on _____ 2023 the Hidalgo County Commissioners Court has approved the Project identified above.

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, County Clerk

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

Michelle Lopez, Assistant District Attorney