

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF LA JOYA, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS
(Overlay 11 ½ St. between S. Leo Ave and Peralez Martinez St.)**

THIS INTERLOCAL COOPERATION AGREEMENT, hereinafter referred to as “**AGREEMENT**” is made on this the ____ day of _____, 202_, by and between **CITY OF LA JOYA, 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 section(s) described in **Exhibit “A”** (“**Work**”): Eleven and a half (11 ½) Street beginning at South Leo Avenue and running Six hundred and sixty five (665) feet East to Peralez Martinez Street; and

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 **Seventy four thousand, four hundred twenty eight dollars and twelve cents (\$74,428.12)**, 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:

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

(956)318-2600

With copy to: Commissioner, Precinct No. 3
Attn: Commissioner
724 North Breyfogle Road
Mission, Texas 78574

If to City: City of La Joya
Attn: Isidro Casanova, Mayor
701 Expressway 83
La Joya, Texas 78560

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.

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.

XV. SUCCESSORS.

15.1 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**.

XVI. HEADINGS.

16.1 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.

XVII. GENDER & NUMBER.

17.1 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.

XVIII. PERFORMANCE OF GOVERNMENTAL FUNCTIONS.

18.1 Each party hereto is entering into this **AGREEMENT** for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

XIX. COMMITMENT OF CURRENT REVENUES.

19.1 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**.

XX. AUTHORITY TO EXECUTE.

20.1 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 **CITY** in accordance with its terms.

XXI. NON DISCRIMINATION.

21.1 **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.

XXII. PRIOR AGREEMENTS.

22.1 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.

XXIII. ADDITIONAL DOCUMENTS.

23.1 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**.

XXIV. GOVERNING PROVISIONS.

24.1 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.

XXV. CONFLICT OF INTEREST.

25.1 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.

25.2 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.

25.3 **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 _____.

Agenda Item No. _____

Executive Office: _____

CITY:

City of La Joya

COUNTY:

County of Hidalgo, Texas

Isidro Casanova, Mayor

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Michelle Lopez, ADA

Arturo 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