

STATE OF TEXAS :

COUNTY OF HIDALGO :

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF MCALLEN, TEXAS CONCERNING TRAFFIC SIGNAL IMPROVEMENTS AT JACKSON ROAD (FM 2061) & ORANGEWOOD/JAVELINA DRIVE.

THIS INTERLOCAL COOPERATION AGREEMENT is made on this the ____ day of _____, 2023, by and between the **CITY OF MCALLEN, 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 municipality located in Hidalgo County, Texas;

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

WHEREAS, City and County desire to improve certain traffic signal infrastructure at the intersection of Jackson Road (FM 2061) and Orangewood Dr./Javelina Dr.;

WHEREAS, the County constructed road improvements to Javelina Dr. and the referenced roads serve as an integral part of the County road system;

WHEREAS, City and County desire to cooperate in the construction and maintenance of the traffic signal infrastructure improvements;

WHEREAS, the signal infrastructure improvements are in the public interest of both the City and County;

WHEREAS, the parties desire to enter the Agreement as herein provided; and

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov’t Code Sec. 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;

NOW THEREFORE, for and in consideration of the tasks performed by City and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, City and County hereby agree to the following:

1. County shall pay **the City** for the construction of the signal infrastructure at the intersection of Jackson Road (FM 2061) and Orangewood Dr./Javelina Dr. as

provided on **Exhibit A** attached herein and incorporated for all purposes.

2. City of McAllen shall construct the proposed signalized intersection according to plans dated April 3, 2023 provided by County as Exhibit B.

3. City of McAllen shall maintain the signal infrastructure at the intersection of Jackson Road (FM 2061) and Orangewood Dr./Javelina Dr. after the completion of construction.
4. The Parties agree that each shall be responsible for their own negligent acts or omissions or any other civil liability incurred in the course of the performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas Law and without waiving any available defenses under Texas Law.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.
6. This Agreement shall not be assignable in whole or in part by either party without prior written consent of the other party.
7. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: Richard F. Cortez, County Judge
100 E. Cano St., First Floor
Edinburg, TX 78539

If to City: The City of McAllen
Attn: Javier Villalobos, Mayor
1300 Houston Avenue
McAllen, TX 78501

8. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
9. No waiver by any party hereto 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.
10. 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.

- 11. The execution and performance of this Agreement by each of the Parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the Parties hereto in accordance with its terms.
- 12. 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.
- 13. 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 to race, color, national origin, religion, sex, age, veteran status, or disability.

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

ATTEST:

COUNTY OF MCALLEN

Perla Lara, City Secretary

By: _____
Javier Villalobos, Mayor

ATTEST:

COUNTY OF HIDALGO

County Clerk

By: _____
Richard F. Cortez, County Judge

APPROVED AS TO FORM:

By: _____
McAllen City Attorney

APPROVED AS TO FORM:

By: _____
Hidalgo County Attorney