

STATE OF TEXAS §  
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE COUNTY OF HIDALGO  
AND THE CITY OF McALLEN**

This Agreement is made on this the 23<sup>rd</sup> day of July, 2013, by and between the CITY OF McALLEN, hereinafter referred to as "City", and HIDALGO COUNTY, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, City, Texas Department of Transportation and County, through Precinct No. 4 are desirous of improving Ware Road from 3 Mile Line, northward to 5 Mile Line (the "Road");

**WHEREAS**, City, County and Texas Department of Transportation desire to widen the existing Road from a two lane rural section to a six lane, limited access urban section (the "Project");

**WHEREAS**, City has committed the amount of One Million Dollars (\$1,000,000.00) to be used for the construction of the Road improvements; and

**WHEREAS**, County has committed to acquire the right of way and providing the environmental assessment to gain environmental clearance as required by the Texas Department of Transportation; 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**, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will act as lead agency to complete the improvements, and will enter into Advance Funding Agreement with the Texas Department of Transportation for environmental document, right-of-way map and right-of-way services, and also will enter into a Advance Funding Agreement with the Texas Department of Transportation, for the purpose of right-of-way acquisition, adjustments of compensable utilities and to receive the assistance of the Economically Disadvantaged Counties Program, for the Project. Following completion of the Project County will have no further obligations with respect to the Road including but not limited to maintenance.

2. City will be responsible for relocation of any City owned, non-compensable utilities, but will have no responsibility for any cost overruns.
3. City will enter into an Advanced Funding Agreement with the Texas Department of Transportation to contribute One Million Dollars (\$1,000,000.00) to be used for the Road construction from 3 Mile Line north to 5 Mile Line.
4. This Agreement is effective on the date on which the last party to this Agreement executed the Agreement.
5. Pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein within its corporate city limits.
6. The County agrees it is in its best interest to provide such assistance to City as described herein, as such Road serves as a connecting link and integral part of the County road system.
7. County has determined that County will receive benefit from the improvement to the Road.
8. **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 conflicts exists.
9. **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.
10. **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 City and County, and not otherwise.
11. **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.

12. **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 and delivered in accordance herewith:

If to City:           City of McAllen  
                          Attention: City Manager  
                          P. O. Box 220  
                          McAllen, Texas 78505-0220

If to County:        Hidalgo County  
                          Attention: County Judge  
                          P. O. Box 1356  
                          Edinburg, Texas 78540

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.

13. **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.
14. **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.
15. **Assignment.** This Agreement shall not be assignable.
16. **Headings.** 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.
17. **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.
18. **Authority to Execute.** The execution and performance of this Agreement by City and District 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.

19. **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.

20. **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. Sec. 271.903.

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

**HIDALGO COUNTY**

By: Ramon Garcia  
Ramon Garcia, County Judge

APPROVED BY  
COMMISSIONERS' COURT  
ON: 7/23/13

**CITY OF McALLEN**

By: Mike R. Perez  
Mike R. Perez, City Manager

ATTEST:

Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk



ATTEST:

Annette Villarreal  
Annette Villarreal, City Secretary

APPROVED AS TO FORM:

Stephen L. Crain, Attorney for Hidalgo County

Kevin D. Pagan for K.P. (ACA)  
Kevin D. Pagan, City Attorney

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**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 to desire to improve Ware Road from 3 Mile Line, northward to 5 Mile Line through an Interlocal Cooperation Agreement to be entered into with the City of McAllen, Texas, and Hidalgo County.

By vote on July 23 2013, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia  
Ramon Garcia, County Judge

**ATTEST:**

Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: 7/23/13

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By: SLC  
Stephen L. Crain, Attorney for Hidalgo County



ENGINEERING DEPARTMENT

TRANSMITTAL

<b>TO:</b> Hidalgo County Precinct 4
<b>ATTN:</b> Marcos Lopez, Chief of Staff
<b>FROM:</b> Jeremy Santoscoy, P.E., CFM

<b>DATE:</b> July 24, 2013
<b>RE:</b> Interlocal Agreement between The County of Hidalgo and The City of McAllen

- WE ARE SENDING YOU:**
- Attached
  - Under separate cover via
  - Shop Drawings
  - Copy of Letter
  - Documents
  - Prints
  - Change Order
  - Specifications
  - Test Reports
  - Other: Submittals

QUANTITY	DESCRIPTION
2	Original: Interlocal Agreement between The County of Hidalgo and The City of McAllen
	RE: Improving Ware Rd from 3 Mile Line northward to 5 Mile Line (the "Road")

TRANSMITTED ARE AS CHECKED BELOW:

- For Approval
- For Correction
- Approved
- For Your Use
- For Signature
- As Requested
- Please forward

Remarks:

Please Sign both Originals and return (1) Original to City of McAllen – Engineering Department

COPY TO: \_\_\_\_\_

SIGNED: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

DATE & TIME RECEIVED: \_\_\_\_\_