

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ____ day of _____, 2014, by and between the City of Palmhurst, 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, Palmhurst is a municipality located in Hidalgo County, Texas:

WHEREAS, County is 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 jointly undertake a road improvement project to overlay certain streets located in the James Allen Subdivision (collectively the "Roads") located within the corporate limits of City;

WHEREAS, County has determined that the County will receive benefit from the overlay of the Roads as proposed and that the Roads serve as a connecting link to a major County road;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") 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 overlaying the Roads as described herein.
2. County agrees to provide all labor and machinery necessary to complete the overlay of the Roads described herein.

3. The parties agree that City shall at the time of execution of this Agreement deposit the sum of Thirty Three Thousand Five Hundred Twenty Five and no/100ths Dollars (\$33,525.00) with County to provide asphalt material overlay of the Roads described herein. Any and all other costs deemed necessary for the Roads shall be paid by the County.
4. County will, to the extent reasonably possible, shall follow the County's standard specifications in overlay improvements unless otherwise agreed in writing by both parties.
5. The parties agree that City and County will each inspect and accept the overlay of the Roads prior to declaring such work completed.
6. City shall, at its sole cost and expense, make any adjustments to utilities that lie within the City's corporate limits which may be necessary for the overlay of the Roads described herein
7. County and City will coordinate work schedules in order to provide for minimal disruption to the public and will complete the herein described road improvements no later than 90 days from execution of the Agreement.
8. City, pursuant to Tex. Trans. Code §251.012, authorizes County to perform the work described herein.
9. **Conflict of 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 any 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 provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
10. **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.
11. **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 District and County, and not otherwise.

12. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

13. **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 County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
302 W. University Dr.
Edinburg, Texas 78539

If to City: City of Palmhurst, Texas
Attention: Ramiro J. Rodriguez, Jr. Mayor
4417 N. Shary Road
Palmhurst, Texas 78583

With copy to: Commissioner, Precinct No. 3
Attention: Joe Flores, Commissioner
724 North Breyfogle
Mission, Texas 78574

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.

14. **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.

15. **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.
16. **Assignment.** This Agreement shall not be assignable.
17. **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.
18. **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.
19. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
20. **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.
21. **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.

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

[SIGNATURE PAGE TO FOLLOW]

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 8-25-14 RW

ATTEST:

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

CITY OF PALMHURST, TEXAS

By: Ramiro J. Rodriguez, Jr.
Ramiro J. Rodriguez, Jr., Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

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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 to overlay the streets located in James Allen Subdivision(collectively the "Roads") located within the corporate limits of City of Palmhurst, Texas.

By vote on _____ 2014, the Hidalgo County Commissioners Court has approved the Road project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Approved by Commissioners' Court
on 8-25-14 *rw*

Arturo Guajardo
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain