

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF PEÑITAS, TEXAS CONCERNING CERTAIN PHASE II IMPROVEMENTS TO MILE 3 CORRIDOR FROM FM 492 TO FM 2221**

THIS agreement is made on this the 20<sup>th</sup> day of January, 2015 by and between the CITY OF PEÑITAS, 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;** the CITY is a municipality located in Hidalgo County, Texas;

**WHEREAS;** the COUNTY is a county in the State of Texas;

**WHEREAS,** Mile 3 corridor from FM 492 to FM 2221, which traverses within the jurisdiction of both the CITY and the COUNTY (the "Road"), is in need of expansion to a four lane roadway facility;

**WHEREAS,** the COUNTY and the CITY agree it is essential to develop this very important corridor, which is in much need of improvements, specifically, in need of adding capacity for increased safety;

**WHEREAS,** the COUNTY desires to complete Phase II of the project development activities such as Plans, Specifications, Estimates, Surveying and Right of Way Mapping of this corridor within the city limits and ETJ of the CITY;

**WHEREAS,** the COUNTY and CITY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 790.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

**WHEREAS,** the CITY agrees to support the proposition that the COUNTY be the fiduciary agent and assume the role of project development lead for all the Phase II of the project development activities, including but not limited Plans, Specifications, Estimates, Surveying and Right of Way Mapping at 100% cost to the COUNTY within the city limits and ETJ of the CITY subject to close coordination with the CITY's Engineers;

**NOW, THEREFORE,** COUNTY and CITY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The COUNTY agrees at COUNTY'S sole cost and expenses to complete Phase II of project development activities, including but not limited to Plans, Specifications, Estimates, Surveying and Right of Way Mapping within the limits of the CITY and ETJ of the CITY.
2. The CITY consents to the COUNTY performing such work within CITY to complete said Phase II activities of the project development within the limits of the CITY ETJ.
3. The Road at various points, passes through the jurisdiction of the CITY and COUNTY and forms a connecting link or integral part of the COUNTY road system.
4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement Performed by each party.
5. **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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
6. **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.
7. **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 agreement or representative) and 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 the CITY and COUNTY, and not otherwise.
8. This Agreement may be terminated by either party without cause on thirty (30) days notice to the other party.
9. **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.

10. **Notice:** Except as maybe 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 Peñitas  
Attention: Antonio Flores Jr., Mayor  
1 Mile South FM 1427  
Peñitas, Texas 78576

If to County: Hidalgo County, Texas  
Attention: Ramon Garcia, Hidalgo County Judge  
P. O. Box 758  
Edinburg, Texas 78540-0758

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

11. 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.
12. **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.
13. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, successors, and assigns where permitted by this Agreement.
14. **Assignment:** This Agreement shall not be assignable.
15. **Headings.** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

**AI -48019**

**Precinct #3**

**CC - REGULAR**

**Meeting Date:** 01/20/2015

**Submitted By:** Norma Ceballos, COMM. PCT. #3

**Department:** COMM. PCT. #3

**Information**

**CAPTION**

1. Requesting approval of Interlocal Cooperation Agreement between the County of Hidalgo and City of Penitas, concerning certain Phase II improvements to Mile 3 Corridor from FM 492 to FM 2221.

2. In accordance with Section 791.010 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project regarding certain Phase II road improvements to Mile 3 Road from FM 492 to FM 2221.

**BACKGROUND**

**Fiscal Impact**

**Attachments**

ICA - City of Penitas - Mile 3

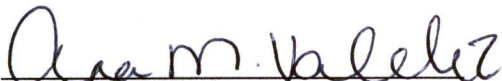
**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
(Originator)	Norma Ceballos	01/09/2015 09:40 AM
Form Started By: Norma Ceballos		Started On: 01/09/2015 09:40 AM

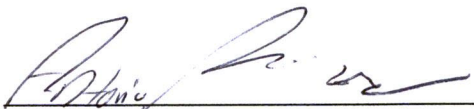
16. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
17. **Authority to Execute.** The execution and performance of this Agreement by the 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 the CITY and COUNTY in accordance with its terms.
18. **Governmental Purpose.** Each party hereto is entering into the 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.
19. **Commitment or 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.

ATTEST:


  
 City Secretary

CITY OF PEÑITAS

By:   
 Antonio Flores Jr., Mayor

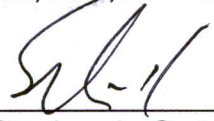
COUNTY OF HIDALGO

ATTEST:

  
 Arturo Guajardo, Jr., County Clerk

By:   
 Ramon Garcia, County Judge

APPROVED AS TO FORM:  
 ATLAS, HALL & RODRIGUEZ, LLP

By:   
 Stephen L. Crain

APPROVED BY  
 COMMISSIONERS' COURT  
 ON: 1/20/15

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 regarding certain Phase II road improvements to Mile 3 Road from FM 492 to FM 2221 (the "Road"), a section which is in part within the city limits of said City and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Penitas, Texas and Hidalgo County.

By vote on \_\_\_\_\_ 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

  
By: Ramon Garcia, County Judge

**ATTEST:**

  
Arturo Guajardo, County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: \_\_\_\_\_

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By:   
Stephen L. Crain

STATE OF TEXAS       §  
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**ATTEST:**

APPROVED BY  
COMMISSIONERS' COURT  
ON: \_\_\_\_\_

\_\_\_\_\_  
Arturo Guajardo, County Clerk

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By:   
\_\_\_\_\_  
Stephen L. Crain