

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

THIS Interlocal Cooperation Agreement is made on the 3rd day of March, 2015 by and between the County of Hidalgo Texas, hereinafter referred to as "County" and the City of Pharr, Texas, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act.

**WHEREAS**, a portion of Owassa Road, from the TxDot transition point at the intersection of Jackson Road and Owassa to the TxDot transition point at the Owassa and Sugar Road (the "Road");

**WHEREAS**, the Road lies within the corporate limits of the City of Pharr and the Road which will be reconstructed has a length of approximately 2788 LF;

**WHEREAS**, the Road requires reconstruction;

**WHEREAS**, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable;

**WHEREAS**, it would serve a legitimate county purpose to reconstruct the Road as the Road is a connecting link to roads of the County; and

**WHEREAS**, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 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;

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

1. County, through Precinct 2 and Precinct 4 shall reconstruct the Road to County standard requirements. The estimated cost of the reconstruction of the Road is approximately Seventy Five Thousand Nine Hundred Fifty Four and 15/100ths Dollars (\$75,954.15) which Precinct 2 and Precinct 4 will pay the final cost of the reconstruction of the Road in equal proportions.
2. The County, at its own cost, will provide all engineering design and technical assistance required by County's in house engineer(s) subject to City's approval of such engineering.

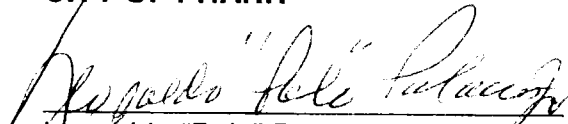
3. As the Road provides a major interconnecting link to the County's road system County finds the reconstruction of the Road is a county purpose as the Road connects two TxDot transition points and is an integral part of the road system of the County.
4. City, pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein within its corporate city limits.
5. Maintenance of the Road within the corporate limits shall remain the responsibility of the City following the reconstruction of the Road. County following the reconstruction of the Road shall have no further obligation to maintain the Road.
6. Reconstruction of the Road shall take no longer than thirty (30) days following City's notice to proceed with the reconstruction of the Road issued to County by City.
7. 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.
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 conflict 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



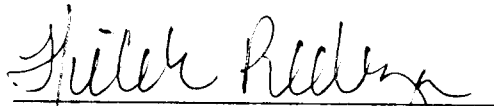
16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, 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 County 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. §271.903

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

CITY OF PHARR

  
Leopoldo "Polo" Palacios, Mayor

ATTEST:

  
City Secretary

**HIDALGO COUNTY**

Ramon Garcia  
Ramon Garcia, County Judge

Approved by Commissioners' Court  
on 3/3/15 RW

**ATTEST:**

Arturo Guajardo Jr.  
Arturo Guajardo, County Clerk

**APPROVED AS TO FORM:**

THE PRUNEDA LAW FIRM

Michael Pruneda

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

Stephen L. Crain  
Stephen L. Crain

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 Precinct 2 and Precinct 4 and the City of Pharr, Texas shall reconstruct a portion of Owassa Road from the TxDot transition point at the intersection of Jackson Road and Owassa to the TxDot transition point at the intersection of Owassa and Sugar Road (the "Road") which Road lies within the corporate limits of the City of Pharr.

By vote on \_\_\_\_\_ 2015, the Hidalgo County Commissioners Court has approved the project identified above.

*Ramon Garcia*  
By: Ramon Garcia, County Judge

**ATTEST:**

*Arturo Guajardo*  
Arturo Guajardo, County Clerk

Approved by Commissioners' Court  
on 3-3-15 RO

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By: *SLC*  
Stephen L. Crain

STATE OF TEXAS       §  
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*Ramon Garcia*  
By: Ramon Garcia, County Judge

**ATTEST:**

Approved by Commissioners' Court  
3-2-15 RW

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

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By: *SLC*  
Stephen L. Crain

March 3, 2015

- 4. Final Approval with Financial Guarantee
- a. Sunflower Gardens Subdivision – Pct. 4 (Richard Ruppert)

*NO ACTION taken on Item 4.a.*

**19. Precinct #2 - Comm. Cantu:**

- A. **AI -48696** Requesting approval to accept counter offer to purchase a tract of land known as Parcel 6 for the S McColl Road Project(CSJ# 0921-02-288).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

- B. **AI -48668** Requesting approval to issue payment to Barrera Sanchez & Assoc. in trust for Maria Elvia Gonzalez for Parcel 101 of the Pct 2 North I Rd Project that was previously approved through Special Commissioners Condemnation hearing on February 27, 2008 in the amount of \$27,080.00 and subsequently appealed and settled out of court Dec 22, 2014 in the amount of \$52,747.00 reflecting a difference of 25,667.00.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

- C. **AI -48698** 1. Approval of Interlocal Agreement between the City of Pharr and the County of Hidalgo, Texas through Precinct 2 and Precinct 4 to reconstruct Owassa Road from Jackson Rd to Sugar Rd.

Mr. Eufracio stated that the agreement requires both precincts to divide the costs associated with the project; however, only Precinct 2 has funded their portion. Mr. Cruz informed the Court that there will be an emergency transfer from Precinct 4 to Precinct 2.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval subject to funding.

**Vote:** 5 - 0 - Unanimously

- 2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project to reconstruct Owassa Road from Jackson Rd to Sugar Rd.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

- D. **AI -48636** 1. Approval of Interlocal Agreement between the City of Pharr and the County of Hidalgo, Texas to assist one another in multiple projects to be defined by mutual agreement in which both the City and the County will benefit from the outcome of the work.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

- 2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project(s).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

**20. Precinct #4 - Comm. Palacios:**

- A. **AI -48661** 1. Approval of Certification of Revenues by the County Auditor for the cost participation from Wyatt Ranches of Texas for road construction of the intersection of Chapa Road and Brushline Road.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

- 2. Approval of 2015 appropriation of funds in the amount of \$3,106.77 for the road construction of the intersection of Chapa Road and Brushline Road.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.