

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF PALMVIEW, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO VETERANS BOULEVARD (SH 495) FROM ABRAM ROAD EAST TO LA HOMA ROAD

THIS agreement is made on this the 17th day of March, 2015 by and between the CITY OF PALMVIEW, TEXAS, hereinafter referred to as the "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 home rule municipality located in Hidalgo County, Texas;

WHEREAS, the County is a county in the State of Texas;

WHEREAS, the City and County desire to cooperate in making needed transportation improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road as outlined in Exhibit A; and

WHEREAS, the City and County 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; and

WHEREAS, the County will be the fiduciary agent for this project and assume the role of project development lead;

WHEREAS, the County desires to proceed with the Engineering, Public Involvement, Environmental, Schematics, of the Road (the Phase I");

WHEREAS, at this time the County desires to complete Phase I of the project development, which includes the Engineering, Public Involvement, Environmental, Schematics services for this project;

WHEREAS, the City and County will cooperatively seek to fund the construction and ROW costs of this project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the total Phase I project development cost is estimated to be \$923,140.00 of which the County will contribute an estimated amount of \$461,570.00;

WHEREAS, the City desires to cooperate by contributing a total sum not to exceed the amount of \$461,570.00 to the County toward the project development activities;

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

WHEREAS, the City agrees to support the proposition that the County assumes the role of project sponsor to develop the Phase I of the project development, which includes the Engineering, Public Involvement, Environmental, Schematics services of the Road project within the City limits.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees to complete Phase I of the project development, which includes the Engineering, Environmental Assessment, Public Involvement & Schematic services more particularly described in that portion of Exhibit B attached hereto and made a part hereof for all purposes that relates to said Phase I.
2. The road at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.
3. The City shall pay County as its contribution for Phase I of the Project the sum of \$461,570.00 at time of execution of this Agreement.
4. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits
5. 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.
6. 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.
7. 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.
8. 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.

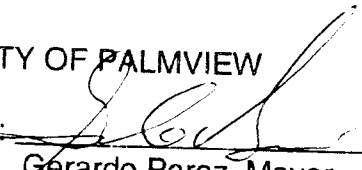
This Agreement may be modified or amended only by agreement in writing executed by the City and County, and not otherwise.

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 Palmview
 Attention: Gerardo Perez, Mayor
 400 W. Veterans Blvd.
 Mission, Texas 78572
 - If to County: Hidalgo County, Texas
 Attention: Ramon Garcia, Hidalgo County Judge
 302 W. University Drive
 Edinburg, Texas 78539
 - With copy to: Joe Flores, Commissioner, Precinct No. 3
 724 N. Breyfogle
 Mission, Texas 78572
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 heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
14. Assignment: This Agreement shall not be assignable.

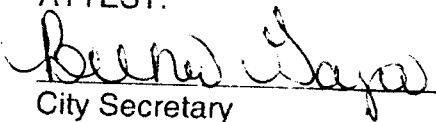
15. Headings. The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
16. Gender and Number. All pronouns used in this Agreement shall include the other gender,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

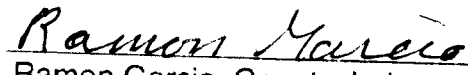
CITY OF PALMVIEW

By: 
Gerardo Perez, Mayor

ATTEST:

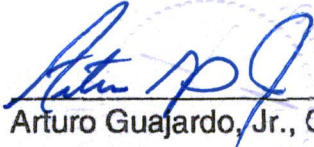

City Secretary

COUNTY OF HIDALGO

By: 
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 3/17/15

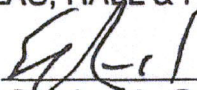
ATTEST:



Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: 

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 the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain road improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road, a section which is within the City limits of City through an Interlocal Cooperation Agreement to be entered into with the City of Palmview, Texas, and Hidalgo County.

By vote on March 17, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

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

APPROVED BY
COMMISSIONERS' COURT
ON: 3/17/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: SLC
Stephen L. Crain

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Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

APPROVED BY
COMMISSIONERS' COURT
ON: 3/17/15

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: SLC
Stephen L. Crain

HIDALGO COUNTY



BEGIN PROJECT

SEE INSET "A" FOR DETAIL.
INSET FROM CLIP OF 2014
PHASE II PALMVIEW ANNEXATION MAP

APPROX. 2.3 MILES

END PROJECT

Palmview








2014 ANNEXATION

EXISTING PALMVIEW CITY LIMITS

INSET "A"

LEGEND

-  PROPOSED VETERANS BLVD
-  STREETS
-  STATE ROADS
-  MISSION CITY LIMITS
-  PALMVIEW CITY LIMITS*

* PALMVIEW CITY LIMITS DERIVED FROM 2014 PHASE II ANNEXATION MAP.

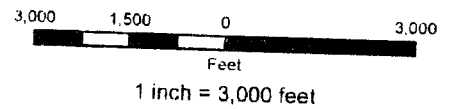


EXHIBIT A

**VETERANS BLVD (SH 495)
LOCATION MAP**

FROM ABRAM RD TO LA HOMA (SH 364) APPROX. 2.3 MILES



CITY OF PALMVIEW
TEXAS

AI -48784

CC - REGULAR

Precinct #3 39. A.

Meeting Date: 03/17/2015

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

Department: COMM. PCT. #3

Information

CAPTION

1. Discussion and approval of Interlocal Cooperation Agreement between the County of Hidalgo and City of Palmview, Texas concerning certain improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road.
2. In accordance with section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement project regarding certain road improvements to Veterans Boulevard (SH 495) from Abram Road East to La Homa Road

BACKGROUND

Fiscal Impact

Attachments

ICA - City of Palmview

Form Review

Inbox

Budget & Management
 Glinda Pacheco
 Manuel Chapa
 Auditor's Office
 Purchasing Department
 Form Started By: Norma Ceballos

Reviewed By

Veronica Ortiz
 Veronica Ortiz

Date

03/09/2015 08:34 AM
 03/11/2015 10:20 AM

Started On: 03/06/2015 03:45 PM