

STATE OF TEXAS §
COUNTY OF HIDALGO §

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



THIS Agreement is made on this the 13th day of October, 2015 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County", and **CITY OF DONNA** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Donna 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, County and Donna desire to memorialize their agreement to reconstruct Victoria Road from Business 83 to Expressway 83 (the "Road");

WHEREAS, the Road is a connecting link to the County's road system and 2,666.57 linear feet is within the County and 302 linear feet is within the City.

WHEREAS, City and County desire to reconstruct the Road;

WHEREAS, the reconstruction of the Road is in the best interest of the County and City; and

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. 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 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 County shall reconstruct the Road at County's expense in accordance with the plans and specifications prepared by Raul Sesin P. E.

2. County will through its own forces shall provide all labor, equipment and materials necessary for reconstruction of the Road at County's sole expense.
3. The parties agree that City and County will each inspect and accept the Road within their respective jurisdiction prior to declaring the work completed.
4. The parties further agree that upon completion of the improvements, each party shall be responsible for the maintenance and operation of the Road within each party's respective jurisdiction.
5. Pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein with its corporate city limits.
6. **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 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 times 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 agreement 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 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 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 City: City of Donna
Attention: Irene Muñoz, Mayor
307 S. 12th St.
Donna, Texas 78537

If to County: Hidalgo County
Attn: Ramon Garcia, County Judge
302 W. University Dr.
Weslaco, TX 78539

With copy to: Commissioner A.C. Cuellar, Jr., Precinct No.1
1902 Joe Stephens Avenue
Weslaco, Texas 78596

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.

11. **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.
12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.
13. **Assignment.** This Agreement shall not be assignable.
14. **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.
15. **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.
16. **Authority to Execute.** The execution and performance of this Agreement by the City and the 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.
17. **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.

18. 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. Section 271.903.

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

CITY OF DONNA

By: _____
Irene Muñoz, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.
By: Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 10/13/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

FILED
AT 10:00 O'CLOCK *A* AM
OCT 14 2015
ARTURO GUJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY *[Signature]* DEPUTY

STATE OF TEXAS §
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**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.011, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project. County and Donna desire to memorialize their agreement to reconstruct Victoria Road from Business 83 to Expressway 83.

By vote on October 13, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: *Ramon Garcia*
Ramon Garcia, County Judge

ATTEST:

[Signature]
Arturo Guajardo, County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 10/13/15 *mb*

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: *[Signature]*
Stephen L. Crain