

STATE OF TEXAS       §  
                                          §  
COUNTY OF HIDALGO   §

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

THIS Agreement is made on this the 19 day of January, 2016 by and between **HIDALGO COUNTY, TEXAS**, acting by and through Precinct 1 of Hidalgo County hereinafter referred to as “County”, and the **CITY OF DONNA, TEXAS**, hereinafter referred to as “City”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, Hidalgo County is a county created in Texas;

**WHEREAS**, Donna is a home rule city located in Texas;

**WHEREAS**, City and County desires to assist each other in the reconstruction of Mile 10 North from FM 493 east to Victoria Road (the “Road”);

**WHEREAS**, the Road is a connecting link to the County’s road system and 4,200 linear feet (88%) is within the County and 500 linear feet (12%) is within the City.

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

1. The County and City agree that the costs of materials for the road located within the municipal limits of City jurisdiction shall be an expense of the City for a cost not to exceed \$10,568.28. County will provide all labor necessary for improvement of the road at County’s sole expense.
2. All other costs associated with the reconstruction of the road shall be the responsibility of the County. The cost of the reconstruction of the road provided by County is estimated to be \$88,069.00. City shall pay County the sum of \$10,568.28 within thirty (30) days after receiving County’s invoice for City’s cost of materials.
3. Term. This Agreement shall terminate upon completion of the reconstruction of the road.
4. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other provided this Agreement shall not be terminated after County commences the Work.
5. The parties agree that County will be released of any and all duties imposed by this Agreement, following completion of the Work described in this Agreement
6. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.
7. **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,




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

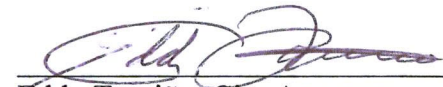
**THE CITY OF DONNA**

  
Irene Muñoz, Mayor

ATTEST:

  
Martha Alvarado, City Secretary

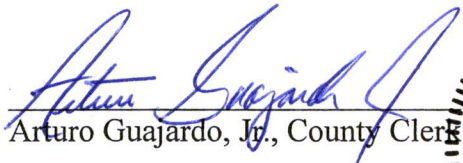
APPROVED AS TO FORM:

  
Eddy Treviño, City Attorney

**COUNTY OF HIDALGO**

  
Ramon Garcia, County Judge

ATTEST:

  
Arturo Guajardo, Jr., County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 1/19/16 

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

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

