

FILED
AT 12:00 O'CLOCK P.M.

OCT 04 2016

ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY Neic DEPUTY

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 04th day of October, 2016, by and between the **CITY OF PALMHURST, 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, City is a home rule 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, City and County desire to jointly undertake a road improvement project to overlay portions of the following roads within City's municipal limits: Stewart Road and Glasscock Road from City's north municipal limit to City's south municipal limit, Los Ebanos Road from Mile 3 to City's south municipal limit, Trospen Road from Mile 3 Road to City's north municipal limit, Mayberry Road from Mile 3 Road to City's south municipal limit, Bryan Road from Mile 3 Road to City's south municipal limit and Taylor Road from Mile 3 Road to City's south municipal limit (collectively the "Roads");

WHEREAS, the Roads form a connecting link and integral part of the County and City road systems and the improvements to the Roads are in the best interest of the County and the City;

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 parties agree to cooperate in making the necessary improvements, to the Roads as described herein.

2. County agrees to provide all labor, and machinery necessary to overlay the Roads described herein.
3. County will, to the extent reasonably possible, follow the County's standard specifications in overlay improvements unless otherwise agreed in writing by both parties.
4. Prior to commencement of the overlay of the Roads by the County, the City agrees to provide the sum of Three Hundred Seventy-Seven Thousand One Hundred Forty One and fifty one hundredths Dollars (\$377,141.50) within five (5) days of the approval of this Agreement for the cost of materials for the overlay of the Roads.
5. Any and all other costs deemed necessary for the improvements to the Roads shall be borne by the County.
6. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will complete the road improvements no later than 90 days from execution of the contract.
7. City, pursuant to Tex. Trans. Code § 251.012, authorized County to perform the work described herein.
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 parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. **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 Palmhurst: City of Palmhurst
 Attention: Mayor Ramiro J. Rodriguez, Jr.
 4417 N. Shary Road
 Palmhurst, Texas 78573

If to County: County of Hidalgo
 Attention: County Judge Ramon Garcia
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

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

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.

13. **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.

14. **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.

15. **Assignment.** This Agreement shall not be assignable.

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.

THE CITY OF PALMHURST

Ramiro J. Rodriguez, Jr.
Ramiro J. Rodriguez, Jr., Mayor

ATTEST:

Celma Perez
City Secretary

COUNTY OF HIDALGO

Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

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



APPROVED BY
COMMISSIONERS' COURT
ON: 10/4/14

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

By: 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 the Hidalgo County Commissioners Court, has been advised of a proposed project whereby City and County desire to jointly undertake a road improvement project to overlay portions of the following roads within City's municipal limits Stewart Road and Glasscock Road from City's north municipal limit to City's south municipal limit, Los Ebanos Road from Mile 3 Road to City's south municipal limit, Trospen Road from Mile 3 Road to City's north municipal limit, Mayberry Road from Mile 3 Road to City's south municipal limit, Bryan Road from Mile 3 Road to City's south municipal limit and Taylor Road from Mile 3 Road to City's south municipal limit (collectively the "Roads"); through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Palmhurst, Texas.

By vote on Oct. 04, 2016 the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Marcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo
Arturo Guajardo, County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 10/4/16

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP
By: Stephen L. Crain
Stephen L. Crain