

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 3rd day of October, 2017 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County", and **CITY OF HIDALGO** 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, Hidalgo is a municipality located in Texas;

WHEREAS, City and County desire to assist one another in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the work (the "Work");

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

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and materials. County shall be solely responsible for determining the current rate for its equipment and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County equipment and materials shall be subject to the approval of the Commissioner of Precinct 2 determining that such equipment and materials are not required by the Commissioner for the times requested by the City.
2. County shall provide City with man power at the current hourly rates for County employees required to complete the Work. Prior to City utilizing County employees, City shall request and receive the current hourly rates of County employee(s) including benefits and other costs associated with the employment of each such County employee. County shall be solely responsible for determining the current hourly rate for its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County employees shall be subject to the approval by the Commissioner of Precinct 2 determining that the County employees so requested by the City are not required for projects of Precinct 2 at the time requested by City.

3. City agrees to allow County to use equipment and materials owned by City at the current prices to the City for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager of City determining that such equipment and materials are not required by the City for the times requested by the County.
4. City shall provide County with employees at the current hourly rates to City for City employees required to complete the Work. Prior to County utilizing City employees, County shall request and receive the current hourly rates of City employee(s) required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each City employee. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City employees shall be subject to the approval by the City Manager determining that the City employees so requested by the County are not required for projects of City at the time requested by County.
5. The parties agree that all other costs associated with the Work shall be the responsibility of each respective entity in its entirety.
6. Term. The term of this Agreement shall be for one (1) year with the option to renew for five (5) additional one-year terms upon the same terms and conditions described herein except that all prices for employees, equipment and materials are subject to change at any time and without notice to the other party.
7. Upon a change in price for employees for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any ongoing Work and before beginning any new Work.
8. Upon a change in price for employees for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new work.
9. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
10. **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.

11. **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.
12. **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 the City and County and not otherwise.
13. **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.
14. **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 Hidalgo
 Attention: Martin Cepeda, Mayor
 704 E. Ramon Ayala Drive
 Hidalgo, Texas 78557

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

With copy to: Commissioner, Precinct 2
 Attention: Eduardo "Eddie" Cantu, Commissioner
 300 West Hall Acres, Suite G
 Pharr, Texas 78577

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.

15. **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.
16. **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.
17. **Assignment.** This Agreement shall not be assignable.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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 HIDALGO

By: _____

Martin Cepeda, Mayor

ATTEST:

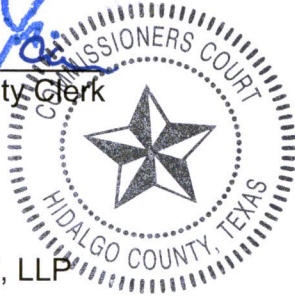
Denise M. Elff
City Secretary

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

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



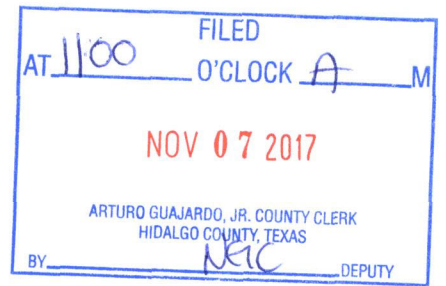
APPROVED BY
COMMISSIONERS' COURT
ON: 10/3/17 *grd*

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: [Signature]
Stephen L. Crain

Interlocal Cooperation Agreement Between Hidalgo County and City of Hidalgo, Texas. Pct 2 # AI 61894- Mutual Aid Agreement.



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. County and City desires to assist each other in projects to be defined by mutual agreement through an Interlocal Cooperation Agreement agreeing to assist each other with equipment, materials and manpower.

By vote on October 3, 2017, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo, County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 10/3/17 gmk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: [Signature]
Stephen L. Crain

AI-61894
CC - REGULAR

Precinct #2 19. B.

Meeting Date: 10/03/2017

Submitted For: Eddie Cantu, COMM. PCT. #2

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Approval of Interlocal Agreement between the City of Hidalgo 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.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project(s).

BACKGROUND

ICA will be attached on Monday.

Fiscal Impact

Attachments

legal
agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/29/2017 11:12 AM
Budget & Management	Veronica Ortiz	09/29/2017 11:12 AM
Final Approval	Monica Salinas	09/29/2017 05:12 PM
Form Started By: Erika Zamora		Started On: 09/29/2017 10:58 AM
Final Approval Date: 09/29/2017		

Zimbra**erika.zamora@co.hidalgo.tx.us**

RE: ICA Request - Mutual Aid Agreement with City of Hidalgo

From : Steve Crain <scrain@atlashall.com>
Subject : RE: ICA Request - Mutual Aid Agreement with City of Hidalgo
To : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>

Fri, Sep 22, 2017 11:50 AM

📎 6 attachments

Hi Erika:

As per your email below.

Thank you,

Marynel Trevino-Rodriguez, Secretary for

Stephen L. Crain & J. Joseph Vale

ATLAS, HALL & RODRIGUEZ, LLP

818 Pecan Blvd. (78501)

P. O. Box 3725

McAllen, Texas 78502

Direct Telephone Number (956) 632-8221

Office Telephone Number (956) 682-5501

Facsimile Number (956) 686-6109

Website address: www.atlashall.com**Atlas Hall
Rodriguez**

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message.

This communication does not reflect an intention by the sender or the sender's client to conduct a transaction or make any agreement by electronic means. Nothing in this message or in any attachment shall satisfy the requirements for a writing, or constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transaction Act or any other statute governing electronic transactions.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Friday, September 22, 2017 10:39 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Armando Garza Jr. <armando.garzajr@co.hidalgo.tx.us>; eduardo cantu <eduardo.cantu@co.hidalgo.tx.us>; Esther Perez <esther.perez@co.hidalgo.tx.us>
Subject: ICA Request - Mutual Aid Agreement with City of Hidalgo

Good morning Steve,

Please let this email serve as the Precincts request to develop an interlocal agreement for mutual aid between Hidalgo County and the City of Hidalgo.

I attached the one you recently did for us with the City of San Juan for your reference.

Please let me know if you have any questions.

Respectfully,

Erika Zamora

Director of Management Operations

Hidalgo County Precinct #2

300 West Hall Acres, Suite G

Pharr, Tx 78589

(956) 787-1891 Ext. 2015 - Office

erika.zamora@co.hidalgo.tx.us



Atlas Hall
Rodriguez

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image002.jpg
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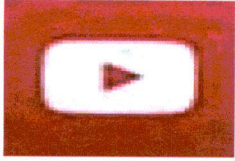


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image005.jpg



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Mutual Agreement County and City of Hidalgo.pdf

97 KB

- A. AI-61897** 1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of Hidalgo, regarding road improvements for the Pct. 2 Val Mex Drive (10th St - West 1,691 LF) Project.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project for the Pct 2 Val Mex Drive (10th St - West 1,691 LF) Project.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

- B. AI-61894** 1. Approval of Interlocal Agreement between the City of Hidalgo 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, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 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. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 -Unanimously

- C. AI-61888** Requesting approval to accept counter offer to purchase a tract of land known as Parcel 2 for the Pct 2 Rancho Blanco Road Extension Project.

Mr. Garza informed that the counter offer was an additional \$300 of the appraise value to cover legal expenses.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously