

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 27th day of February, 2018, by and between the **CITY OF HIDALGO, 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 construct an extension of and corresponding drainage improvements to Las Milpas Road from 10th St to McColl Rd consisting of approximately 5,772 linear feet of which 5,287 linear feet lies within the jurisdiction of the County and approximately 485 linear feet lies within the corporate jurisdiction of the City (the "Road");

WHEREAS, County in order to construct the Road requires right of way acquisition for certain right of ways located within the corporate limits of City, such right of ways to be acquired for and on behalf of City;

WHEREAS, City consents to such right of way acquisition by County on City's behalf, such right of way acquisition more particularly described on Exhibit A attached hereto;

WHEREAS, the Road forms an integral part of the County road system and the extension of the Road have been determined by both County and City to be in the best interest of both 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 improvements to the Road as described herein.
2. City consents and authorizes County to acquire the right of way within its corporate limits.
3. County shall provide through its own forces or by third party contractor(s) right of way acquisition for the Project.
4. The parties agree to cooperate in making the improvements to the Road as described herein.
5. County agrees to provide all labor, machinery and material necessary for the extension of the Road and drainage improvements to the Road necessary for extension of the Road through its agents, contractors, or subcontractors.
6. County will, to the extent reasonably possible, follow the County's standard specifications for construction of the extension of the Road unless otherwise agreed in writing by both parties.
7. Any and all costs deemed necessary for the extension of the Road such as engineering services shall be at the sole expense by the County.
8. City pursuant to Tex. Trans. Code § 251.012, authorizes County to perform the work described herein.
9. **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.
10. **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.
11. **Entire Agreement.** This Agreement contains the entire contract among 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.

12. **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.
13. **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 of Hidalgo, Texas
 Attention: Martin Cepeda, Mayor
 704 E. Ramon Ayala Dr.
 Hidalgo, Texas 78557

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

With copy to: Eduardo "Eddie" Cantu, Commissioner Pct. No. 2
 300 W. 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.

14. **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.
15. **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.
16. **Assignment.** This Agreement shall not be assignable.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.

ATTEST:

Denise M. Elch
City Secretary

CITY OF HIDALGO

By: *Martin Cepeda*
Martin Cepeda, Mayor

ATTEST:

By: *Arturo Guajardo*
Arturo Guajardo, County Clerk

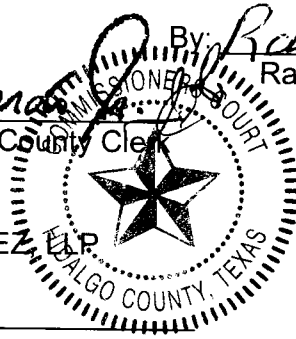
COUNTY OF HIDALGO

By: *Ramon Garcia*
Ramon Garcia, County Judge

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: *Stephen L. Crain*
Stephen L. Crain



APPROVED BY
COMMISSIONERS' COURT
ON: *2/27/18 ml*

FILED
AT 2:50 O'CLOCK P M
MAY 07 2018
ARTURO GUAJARDO, COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

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 of Hidalgo and the County desire to jointly undertake the extension of Las Milpas Road from 10th Street to McColl Road consisting of approximately 5,772 linear feet of which approximately 5,287 linear feet lies within the jurisdiction of the County and approximately 485 linear feet lies within the corporate jurisdiction of the City, through an Interlocal Cooperation Agreement to be entered into between Hidalgo County and City of Hidalgo, Texas.

By vote on Feb. 27, 2018 the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo
Arturo Guajardo, County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 2/27/18



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

AI-63901**Precinct #2 15. A.****CC - REGULAR****Meeting Date:** 02/27/2018**Submitted For:** Eddie Cantu, COMM. PCT. #2**Submitted By:** Erika Zamora, COMM. PCT. #2**Department:** COMM. PCT. #2**Information****CAPTION**

1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of Hidalgo, regarding new road construction and drainage improvements for the Pct. 2 Las Milpas Rd (10th St-McColl Rd) Project.
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 Las Milpas Rd (10th St - McColl Rd) Project.

BACKGROUND

Interlocal will be attached as soon as received from Mr. Crain.

Fiscal Impact**CALENDAR YEAR:** 2018**ACCT. #:** 8-1200-431-00-122-147-0-721/841**FUNDS AVAILABLE Y/N?:** Y/Pending**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

Funding pending approval of AI#63892 CC 2/27/18.

Program 147 is a new program.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/23/2018 03:31 PM
Ivan Cantu	Ivan Cantu	02/23/2018 03:38 PM
Final Approval	Monica Salinas	02/23/2018 04:57 PM
Form Started By: Erika Zamora		Started On: 02/23/2018 03:18 PM
Final Approval Date: 02/23/2018		