



STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF HIDALGO AND THE CITY OF ELSA, TEXAS
CONCERNING CERTAIN IMPROVEMENTS
TO MILE 6 FROM MILE 11 TO SH 107**

This agreement is made on this the 1st day of November, 2018 by and between the CITY OF ELSA, 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; the CITY is a home rule municipalities located in Hidalgo County, Texas;

WHEREAS, the CITY is a city created under the laws of Texas;

WHEREAS; the COUNTY is a county in the State of Texas;

WHEREAS, the segment of the Mile 6 corridor from Mile 11 to SH 107, traverses within the jurisdiction of the CITY and the COUNTY as outlined in Exhibit "A";

WHEREAS, the COUNTY and the CITY agree it is essential to develop this very important corridor, which is in much need of improvements, specifically, in need of adding capacity for increased safety;

WHEREAS, the COUNTY desires to complete Phase I of the project development activities such as Preliminary Engineering, Environmental, Public Involvement and Schematic of this corridor within the city limits and ETJ of the CITY;

WHEREAS, the COUNTY and the CITY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 790.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, the CITY agrees to support the proposition that the COUNTY be the fiduciary agent and assume the role of project development lead for all the Phase I of the project development activities, including but not limited to, Preliminary Engineering, Environmental, Public Involvement and Schematic at 100% cost to the COUNTY within the city limits and ETJ of the CITY;

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

1. The COUNTY agrees to complete the Phase I of project development activities, including but not limited to, Preliminary Engineering, Environmental, Public Involvement and Schematic within the city limits and ETJ of the CITY.
2. The CITY agrees to support the proposition that the COUNTY complete said Phase I activities of the project development within the city limits and ETJ of the CITY.
3. The Road at various points, passes through the jurisdiction of the CITY and the COUNTY and forms a connecting link or integral part of the regional transportation system and County roads.
4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement Performed by each party.
5. **Conflict of 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 this 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
6. **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.
7. **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 agreement or representative) and 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 Mission, McAllen and County, and not otherwise.
8. **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.

9. **Notice:** Except as maybe 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 Elsa
Attention: Alonzo Perez, Mayor
P O Box 427
Elsa, Texas 78543

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copy to: David L. Fuentes, Commissioner, Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

10. 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 heirs, executors, administrators, legal representatives, 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 the 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 as often as may be appropriate.

16. **Authority to Execute:** The execution and performance of this Agreement by the Mission, McAllen and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Cities and County in accordance with its terms.
17. **Governmental Purpose:** Each party hereto is entering into the 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 or 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.
19. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by the attached herein.

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

CITY OF ELSA

By: *Alonzo Perez*
Hon. Alonzo Perez, Mayor

ATTEST:

Delmira Narez
City Secretary

COUNTY OF HIDALGO

By: *Ramon Garcia*
Ramon Garcia, County Judge

ATTEST:

Alfonso Brizuela
County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

APPROVED BY
COMMISSIONERS' COURT
ON: *10/30/18 gnt*

By: _____
Stephen L. Crain
Hidalgo County Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

FILED
AT 10:00 O'CLOCK A M
DEC 13 2018
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

**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 regarding certain road improvements to Mile 6 from Mile 11 to SH 107 (the "Road"), a section which is in part within the city limits of Elsa, Texas and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Elsa, Texas and Hidalgo County.

By vote on Oct. 30, 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: 10/30/18 me

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-67235
CC - REGULAR

Purchasing Department 17. C. 3.
Prct. 1

Meeting Date: 10/30/2018

Submitted For: David Fuentes, Submitted By: Erica Espinosa, COMM. PCT. #1
COMM. PCT. #1

VBNS 12/10/18

Department: COMM. PCT. #1

Information

CAPTION

A. Acceptance and approval of an Interlocal Cooperation Agreement between the County of Hidalgo and the City of Elsa for certain improvements to Mile 6 (Mile 11-SH107);
B. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement in it's desires to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the outcome of the work (the "Work") by decreasing the cost of services and increasing the quality of life for both the citizens of the County and the City.

BACKGROUND

ICA Pct. 1 and City's AI-59849

Fiscal Impact

CALENDAR YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

CALENDAR YEAR: 2018

ACCT. #: 8-1315-431-00-121-039-0-721

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO#784887

Attachments

ICA

Map

Legal

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	10/25/2018 11:53 AM
Budget & Management	Veronica Ortiz	10/25/2018 01:19 PM
Final Approval	Monica Salinas	10/26/2018 05:20 PM
Form Started By: Erica Espinosa		Started On: 10/18/2018 11:13 AM
Final Approval Date: 10/26/2018		