

4. City and County will coordinate work schedules in order to provide for minimal disruption to the public and will complete the road improvements no later than one hundred fifty (150) days from execution of this Agreement.

5. San Juan pursuant to Tex. Trans. Code § 251.012, authorizes County to perform the work described herein.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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 San Juan, Texas
Attention: Mario Garza, Mayor
709 S. Nebraska St.
San Juan, Texas 78589

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

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 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 so often as may be appropriate.

16. 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.

17. 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.

18. 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:

Wiana A. Canaves
City Secretary

CITY OF SAN JUAN

Mario Garza
Mario Garza, Mayor

ATTEST:

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



COUNTY OF HIDALGO

Ramon Garcia
Ramon Garcia, County Judge

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

By: SLC
Stephen L. Crain

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

FILED
 AT 2:20 O'CLOCK P M
 DEC 27 2018
 ARTURO GUAJARDO, JR. COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 BY DGC 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 San Juan and the County desire to jointly undertake a road reconstruction and drainage improvement project for Cesar Chavez Road from US Business 83 to Hall Acres Road consisting of approximately 9,730 linear feet all of which lies within the City, through an Interlocal Cooperation Agreement to be entered into between Hidalgo County and City of San Juan, Texas.

By vote on 10/30/18 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

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
 Stephen L. Crain

AI-67274**Precinct #2 15. B.****CC - REGULAR****Meeting Date:** 10/30/2018**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 San Juan, regarding road improvements for the Pct. 2 Cesar Chavez (Bus 83 to Hall Acres Rd) Road 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 Cesar Chavez (Bus 83 to Hall Acres Rd) Project.

BACKGROUND**Fiscal Impact****Attachments**ICALegal Approval**Form Review**

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/26/2018 11:43 AM
Final Approval	Monica Salinas	10/26/2018 05:20 PM
Form Started By: Erika Zamora		Started On: 10/19/2018 10:45 AM
Final Approval Date: 10/26/2018		