

STATE OF TEXAS §  
COUNTY OF HIDALGO §

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

This Agreement is made on this the 20th day of Nov., 2018, by and between the City of San Juan, 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:

**WITNESSTH**

WHEREAS, San Juan is a 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 the reconstruction and construction of certain portions of Moore Road (the "Road");

WHEREAS, City and County desire to reconstruct that certain portion of the Road beginning approximately six hundred fifty-four linear feet east from the intersection of Veterans Boulevard east three hundred twenty-six linear feet ("Phase 1 Reconstruction");

WHEREAS, City and County desire to reconstruct that certain portion of Moore Road beginning Fifteen Hundred Forty-Three linear feet east of Veterans Boulevard to the intersection of San Antonio Avenue being approximately nine hundred fifty-seven (957) linear feet ("Phase 2 Reconstruction");

WHEREAS, City and County desire to perform new construction of the Road from the Hidalgo County Irrigation Canal east approximately five hundred (563) linear feet ("New Construction");

WHEREAS, the Road is an integral part of the County road system and the reconstruction and construction of the portions of the Road is in the best interest of the County; and

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 City with 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 Phase 1 and Phase 2 Reconstruction and the New Construction of the Road;
2. City agrees to contribute the sum of Sixty-Five Thousand and no one hundredths dollars (\$65,000.00) to County for the Road construction and reconstruction within ten (10) days of the approval of this Agreement by City;
3. County agrees to provide all labor, machinery and materials necessary for construction and reconstruction of the Road described herein.
4. County will, to the extent reasonably possible, follow the County's standard specifications in reconstruction and construction of road improvements unless otherwise agreed in writing by both parties.
5. The parties agree that City and County will each inspect and accept the Road reconstruction and construction improvements prior to declaring such work completed.
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 use their best efforts to complete the Phase 1 Reconstruction, the Phase 2 Reconstruction and the New Construction no later than 270 days from execution of this Agreement.
7. City, pursuant to Tex. Trans. Code §251.012, authorizes 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 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 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 City:                      City of San Juan  
   Attention: Mayor Mario Garza  
   709 S. Nebraska  
   San Juan, Texas 78589

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

With copy to:                    Commissioner, Precinct 2  
   Attention: Eduardo "Eddie" Cantu  
   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.

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 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 and reference and shall not be deemed to affect the meaning or interpretation of any provision or 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 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.

**ATTEST:**

**CITY OF SAN JUAN**

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor Mario Garza

**ATTEST:**

  
\_\_\_\_\_  
Arturo Guajardo, County Clerk



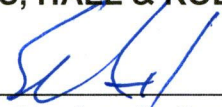
**COUNTY OF HIDALGO**

  
\_\_\_\_\_  
Ramon Garcia, County Judge

APPROVED BY  
COMMISSIONERS' COURT  
ON: 11/20/18 

**APPROVED AS TO FORM:**

**ATLAS, HALL & RODRIGUEZ, LLP**

By:   
\_\_\_\_\_  
Stephen L. Crain

Interlocal Cooperation Agreement by & between City of San Juan, & County of Hidalgo

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 (the "Project") whereby City of San Juan and County desire to jointly undertake and the parties agree to cooperate in constructing and reconstructing Moore Road as described in an Interlocal Cooperation Agreement (the "Interlocal Agreement") between the City of San Juan and Hidalgo County which road is an integral part of the Hidalgo County road system, through the Interlocal Cooperation Agreement to be entered into between Hidalgo County and City of San Juan, Texas.

By vote on Nov. 20, 2018 the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia  
Ramon Garcia, County Judge

ATTEST:  
Arturo Guajardo  
Arturo Guajardo, County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 11/20/18

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain  
Stephen L. Crain