

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

THIS Agreement is made on this the _____ day _____ of 2020, by and between the **COUNTY OF HIDALGO, TEXAS** (hereinafter referred to as “County”) and the **CITY OF ALTON, TEXAS** (hereinafter referred to as “City”), collectively referred to as “the Parties”, acting under the authority granted in and in compliance with the provisions of the Texas Interlocal Cooperation Act (the “Act”), Chapter 791, et.seq., Texas Government Code, as follows:

I. WITNESSETH:

WHEREAS, the County is a “local government” as defined by the Act, and a political subdivision organized under the laws of the State of Texas; and

WHEREAS, the City is a municipality defined as a “local government” under the Act, and a political subdivision organized under the laws of the State of Texas, within the boundary of Hidalgo County; and

WHEREAS, the County and City desire to assist one another in overlaying Inspiration Road between West Mile 5 Road and Mile 6 Road North consisting of two sections of approximately 500 linear feet and 200 linear feet respectively, as more particularly described on Exhibit A attached hereto (the “Work”); and

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the Act.

THEREFORE, the Parties, in consideration of the mutual covenants expressed hereinafter, agree as follows:

- 1.1 City shall pay County against invoice the total of five thousand seven hundred dollars (\$5,700.00), which represents half of County’s estimated cost of materials (oil and asphalt) necessary to accomplish the Work.
- 1.2 County shall provide, at no cost, City with man power necessary to accomplish the Work.

1.3 City shall provide, at no cost, County with traffic control, via the City's police department, for the duration of the Work.

1.4 All other costs associated with the Work shall be the responsibility of the County.

II. Term

2.1 This Agreement shall be in effect for one hundred eighty (180) days from the date of the last of County or City to approve this Agreement.

III. Notification of Price Change

3.1 Upon a change in price for County employees, equipment or materials, the County shall notify the City within ten (10) working days for the Work.

3.2 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 the Work.

IV. Contact Person

4.1 For purposes of this Agreement, the City shall coordinate with the County by and through Hidalgo County Commissioner Precinct No. 3 and their designated representative.

V. Immunities

5.1 Nothing in this agreement is intended to, and County does not hereby waive, release or relinquish any right to assert any of the defenses the County enjoys by virtue of the state or federal constitution, laws, rules, or regulations, and any sovereign official or qualified immunity available to the County as to any claim or action of any person, entity, or individual against the County.

VI. Insurance

6.1 The City will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act, to cover the City's performance of responsibilities under this Agreement.

6.2 The County will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act, to cover the County's performance of responsibilities under this Agreement.

VII. Termination

- 7.1 This agreement may be terminated at any time in writing by mutual agreement of the Parties or terminated by either party with thirty (30) days notice, in writing, to the other party.

VIII. Breach of Obligation

- 8.1 Failure to abide by any provision of this agreement shall constitute a breach. Any party claiming a breach will have the right to terminate the agreement immediately in writing.

IX. No Transfer or Assignment

- 9.1 This Agreement shall not be assignable. Any attempted or purported transfer or assignment of this Agreement shall be null and void, and shall constitute a material breach of this agreement.

X. Conflict of Applicable Law

- 10.1 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 time such conflict exists.

XI. No Waiver

- 11.1 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.

XII. Entire Agreement

- 12.1 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) 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 the CITY and the COUNTY, and not otherwise.

XIII. Written Notice

- 13.1 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 (1) 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 Alton
Attn: Salvador Vela, Mayor
509 South Alton Boulevard
Alton, Texas 78573

If to County: Hidalgo County, Texas
Attn: Richard F. Cortez, County Judge
100 E. Cano, Second Floor
Edinburg, Texas 78539

With copy to: Commissioner, Precinct No. 3
Attn: Joe Flores, Commissioner
724 North Breyfogle Road
Mission, Texas 78574

- 13.2 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.

XIV. Texas Law to Apply

- 14.1 This Agreement shall be construed under an 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.

XV. Indemnification

- 15.1 **To the extent permitted under the Constitution and laws of the State of Texas, the City agrees to indemnify and hold harmless and defend the County, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands, or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.**

XVI. Successors

- 16.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this Agreement.

XVII. Headings

- 17.1 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.

XVIII. Gender and Number

- 18.1 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.

XIX. Performance of Governmental Functions

- 19.1 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.

XX. Commitment of Current Revenues

- 20.1 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds (if applicable) to meet the obligations of the County under this Agreement, then the County may terminate this Agreement upon thirty (30) days written notice to the City. The County agrees, however, to use reasonable 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 the County. In the event that during any term hereof the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this agreement, the County may terminate this Agreement upon thirty (30) days written notice to the City. The County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The Parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of the County in accordance with Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1966).

XXI. Authority to Execute

- 21.1 The execution and performance of this Agreement by County and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and City in accordance with its terms.

XXII. Non-Discrimination

- 22.1 County and City, including subcontractors, assignees, and successors in interest, ensure that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this Agreement.

XXIII. Legal Construction/Severability

- 23.1 In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XXIV. Prior Agreements

- 24.1 This Agreement supersedes and terminated all previous Interlocal Agreements between the Parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement is completed and payment is remitted such previous Interlocal Agreement shall terminate at such time.

XXV. Additional Documents

- 25.1 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.

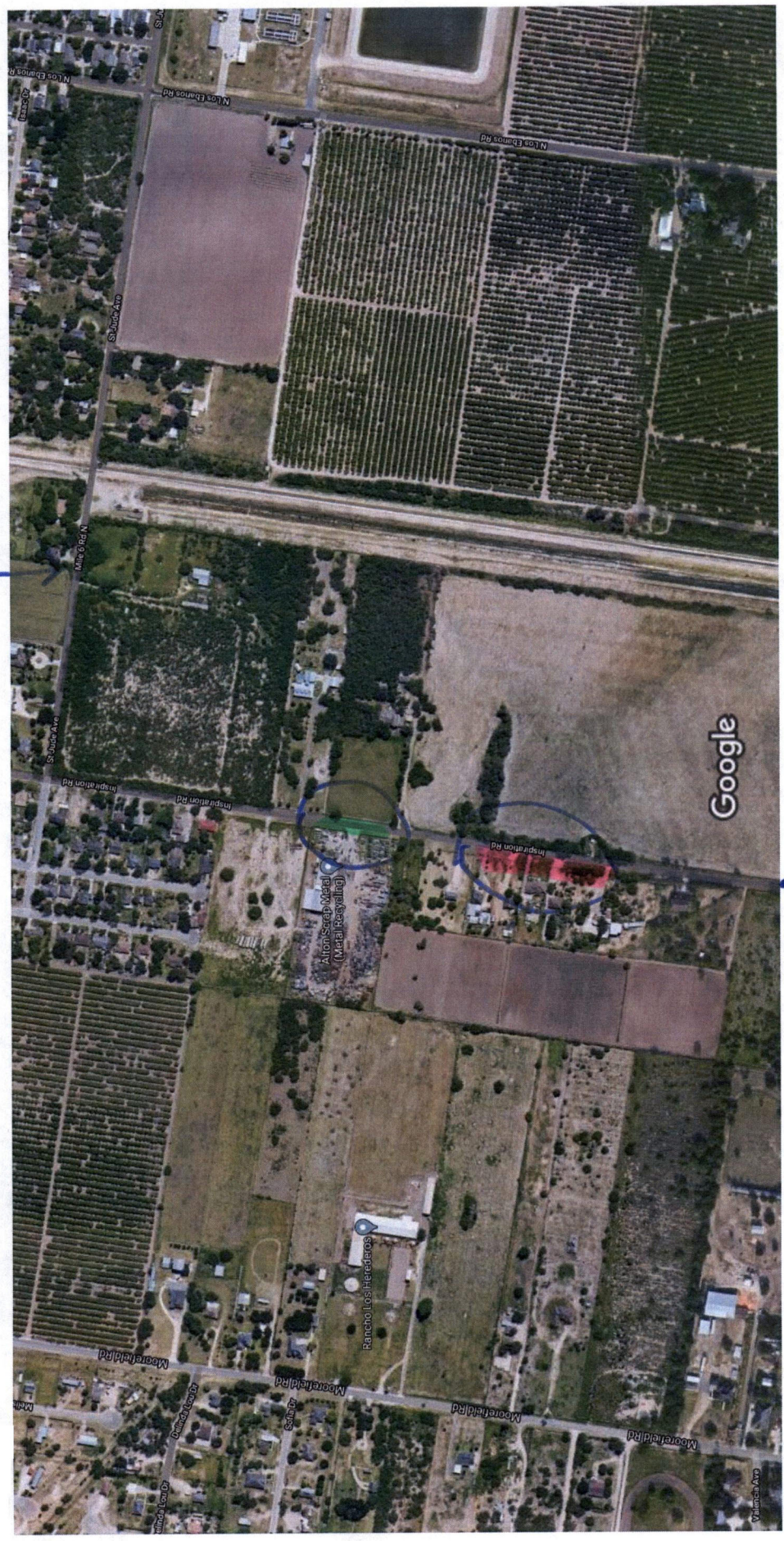
XXVI. Governing Provisions

- 26.1 Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

[SIGNATURE PAGE TO FOLLOW]

Google Maps

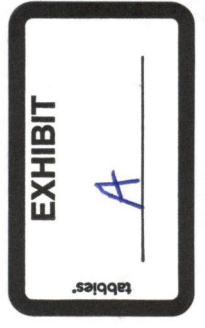
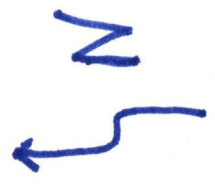
1 mile 6 Rd



Imagery ©2020 Maxar Technologies, Terra General Land Office, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2020 200 ft

Inspiration Rd/BVD.

200 Ln Ft
500 Ln Ft



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 desire 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 June 9, 2020, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Richard F. Cortez
Richard F. Cortez, County Judge

ATTEST:


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

APPROVED BY
COMMISSIONERS' COURT
ON: 6/9/20 RF

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: Vito Chavana
Vito Chavana, Assistant District Attorney
Vito Chavana


We the undersigned hereby attest we have authority on behalf of the County and the City, respectively, to execute and abide by this agreement.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the day and year first written above.

CITY OF ALTON

By: 
Salvador Vela, Mayor

ATTEST:


By: 
Baudelia Rojas, City Secretary



HIDALGO COUNTY

By: 
Richard F. Cortez, County Judge


ATTEST:

By: 
Arturo Guajardo, Jr., County Clerk



APPROVED BY
COMMISSIONERS' COURT
ON: 6/9/20 

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: 
Vito Chavana, Assistant District Attorney
VICTOR V. GAMZA