

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF MISSION, TEXAS CONCERNING INSPIRATION ROAD/MILITARY PARKWAY LOOP FROM INTERSTATE (IH) 2/ US 83 EXPRESSWAY TO FM 1016

THIS agreement is made on this the ____ day of _____, 2023 by and between the CITY OF MISSION, 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 (the “Act”), Chapter 791 et seq., Texas Government Code, as follows:

WITNESSETH:

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, Texas; and

WHEREAS, the COUNTY is defined as a “Local Government” under the Act, and a political subdivision organized under the laws of the State of Texas; and

WHEREAS, Inspiration Road/Military Parkway Loop from Interstate (IH) 2/US 83 Expressway to FM 1016, which traverses within the jurisdiction of both the CITY and the COUNTY (the “Road”), is in need of expansion to a five-lane roadway facility;

WHEREAS, the Road is a major public thoroughfare and forms an integral part of the County road and City street system and the improvements are in the best interest of the City and County;

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 CITY desires to complete all project development activities which include development of Schematics, Environmental Clearance documents, Public Involvement, Plans, Specifications & Estimates (*PS&E*), coordination with RGVMPO for financing the projects as well as Right-of-Way Acquisition services, Compensable Utility Management, Construction of the roadway facility and Construction Management services for the Inspiration Road/Military Parkway Loop project within the city limits and county limits as outlined in **Exhibit “A”** (the “Road”);

WHEREAS, the COUNTY agrees to support the proposition that the CITY be the fiduciary agent and assume the role of project development lead for all the Phases of the project development activities mentioned above at 100% cost to the CITY within the city limits and county limits; and

WHEREAS, the COUNTY and 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;

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

1. The CITY agrees to complete the Inspiration Road/Military Parkway Loop project development activities, including but not limited to of Schematics, Environmental Clearance documents, Public Involvement, Plans, Specifications & Estimates (*PS&E*), coordination with RGVMPO for financing the projects as well as, Right-of-Way Acquisition services, Compensable Utility Management, Construction of the roadway facility and Construction Management services within the CITY limits and the COUNTY limits. The CITY agrees to be the fiduciary agent and assume the role of project development lead for all the Phases of the project at 100% cost to the CITY within the CITY limits and COUNTY limits
2. The COUNTY agrees to support the proposition that the CITY complete all Inspiration Road/Military Parkway Loop project development activities mentioned above and herein within the CITY limits and the COUNTY limits.
3. The Road at various points, passes through the jurisdiction of the CITY and 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. **Term.** The term of this Agreement shall be from the effective date of this Agreement to the date indicated herein or when Phase I of the Project is completed or as otherwise agreed to by the parties.
6. **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
7. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
8. **Nature of Relationship.** Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. No provision contained in this agreement, nor any acts of the Parties hereto shall be deemed to create any relationship between City and County other than what is specifically described within the agreement. The County of Hidalgo shall maintain exclusive control, direction and management of its own employees, and the City of Mission shall have no rights with respect thereto, except for the right to enforce covenants of the Agreement as set forth herein.
9. **Indemnification.** To the extent permitted under the Constitution and laws of the State of Texas, the CITY agrees to indemnify and hold harmless and defend 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.

10. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
11. **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 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 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.
12. **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.
13. **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 the CITY and County, and not otherwise.
14. **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.
15. **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 Mission
 Attention: Hon. Norie Gonzalez-Garza, Mayor
 1201 E. 8th St.
 Mission, Texas 78572

If to County: Hidalgo County, Texas
 Attention: Hon. Richard F. Cortez, County Judge
 100 E Cano St., Second Floor

Edinburg, Texas 78539

With copy to: Hon. Everardo "Ever" Villarreal, Commissioner Pct. #3
724 Breyfogle Rd
Mission, Texas 78572

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.

16. **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.
17. **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.
18. **Assignment:** This Agreement shall not be assignable.
19. **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.
20. **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.
21. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.
22. **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.
23. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. 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 County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, 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 at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

24. **Governing Provisions.** 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.
25. **Legal Construction/Severability.** 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.
26. **Prior Agreements.** This Agreement supersedes and terminates all previous Interlocal Agreement(s) 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(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.
27. **Authority to Execute.** The execution and performance of this Agreement by the 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 the City and County in accordance with its terms.
28. The approval of this project in accordance with Texas Government Code 791.014 is evidenced by the attached herein.

(Signature page to follow)

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

APPROVED BY COMMISSIONERS' COURT ON Month 00, 2023.

Agenda Item No. _____ Executive Office: _____

CITY OF MISSION:

COUNTY OF HIDALGO:

Hon. Norie Gonzalez-Garza, Mayor

Hon. Richard F. Cortez, County Judge

ATTEST:

ATTEST:

Ana Carrillo, City Secretary

Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios**

Robert Viña, III, Assistant District Attorney

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**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 Inspiration Road/Military Parkway Loop from Interstate (IH) 2/US 83 Expressway to FM 1016 (the “Road”), a section which is within the city limits of said City and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Mission and Hidalgo County.

By vote on _____ 2023, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Hon. Richard Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of the Criminal District Attorney
Toribio “Terry” Palacios

BY: _____
Robert Viña, III, Assistant District Attorney