

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

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

THIS Agreement is made on this the \_\_ day of \_\_\_\_\_, 2009, by and between the **CITY OF PHARR, TEXAS**, hereinafter referred to as “Pharr”, 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**, Pharr is a home rule municipality located in Hidalgo County, Texas;

**WHEREAS**, County is a county in the State of Texas;

**WHEREAS**, Pharr and County each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

**WHEREAS**, Pharr and County desire to extend and reconstruct West Sioux Road (the “Road”) located within the jurisdiction of County from Jackson Road to a quarter mile east of Jackson Road, a distance of approximately 0.25 miles, by widening the Road from a two-lane roadway to an urban five-lane roadway;

**WHEREAS**, the lane configuration of the Road will consist of two travel lanes in each direction and a continuous left turn lane;

**WHEREAS**, County and Pharr have determined that each will benefit from the Road improvements described herein;

**WHEREAS**, County and Pharr are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (the Act) 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 city limits of Pharr with Pharr’s consent.

**NOW, THEREFORE**, Pharr and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Pharr and County agree to make the Road improvements as described herein and that both parties will benefit greatly from such improvements.

2. County will retain a competent engineering firm to prepare all construction plans and maps necessary for the reconstruction of the Road as described herein in an amount not to exceed One Hundred Forty Eight Thousand Four Hundred and Fifty Six and 50/100<sup>th</sup> (\$148,456.50) and as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes. County shall reimburse Pharr for the costs associated with the engineering of the Road improvements within thirty (30) days of receipt of invoice from Pharr by County and upon certification that all engineering work has been completed as required for the project.
3. Pharr will undertake and be responsible for all costs associated with the acquisition of right-of-way for the project, including but not limited to, identification of right-of-way needed; negotiations with property owners, title reports, appraisals, acquisitions of right-of-way, and condemnation of rights-of-way which cannot be acquired by agreement of the landowner.
4. Pharr agrees, at its sole cost and expense, to make all adjustments to utilities which are necessary for the construction of the improvements to the Road.
5. Pharr shall be responsible for administration and oversight of the Road improvements as described herein and shall provide for any and all expenses associated with the reconstruction of the Road, including but not limited to, materials, labor and equipment, except as described in paragraph 2 above.
6. County agrees it is in its best interest to provide such assistance to Pharr as described herein, as such Road serves serve as a connecting link and integral part of the County road system.
7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work and services under this Agreement performed by each party.
8. **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 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.
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 contact 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 Pharr 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 Pharr:                   City of Pharr  
  Attention: Leopoldo Palacios, Jr.  
  P.O. Box 1729  
  Pharr, Texas 78577

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

With copy to:                Hector Palacios  
  Commissioner, Precinct No. 2  
  301 E. State Street  
  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 heirs, executors, administrators, legal representatives, 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 reference and shall not be deemed to affect the meaning or interpretation of any provision of 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 Pharr and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Pharr 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.
21. **WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

**CITY OF PHARR, TEXAS**

By: \_\_\_\_\_  
Leopoldo Palacios, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Aida Vega, City Secretary

**HIDALGO COUNTY, TEXAS**

By: \_\_\_\_\_  
County Judge

ATTEST:

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

Approve as to form:

Atlas & Hall, L.L.P.

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

**R. Gutierrez Engineering Corporation**

**Total Cost of Project**

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**Description: Plan Estimate - Total Cost of Project**

**Project: Sioux Road Improvements**

**By: R.G.**

**Date: 30-Oct-09**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
<b>RIDALGO COUNTY</b>					
100	Prep. ROW	STA	14.78	\$400.00	\$5,912.00
110	Excavation (Roadway)	CY	5010.00	\$3.50	\$17,535.00
132	Embankment (final)(dens. Cont.)(Ty "C")	CY	7.00	\$3.50	\$24.50
247	Flexible Base (Spread & Cut to Grade)	CY	2919.00	\$8.00	\$23,352.00
402	Trench Excav Protection	LF	1114.00	\$1.50	\$1,671.00
464	RC Pipe (Sewer)(CL III)(18 IN)(SPL)	LF	1395.00	\$20.00	\$27,900.00
464	RC Pipe (Sewer)(CL III)(24 IN)(SPL)	LF	274.00	\$28.00	\$7,672.00
465	Inlet (TY) "F"	EA	10.00	\$2,800.00	\$28,000.00
465	Inlet (TY) "C"	EA	1.00	\$2,400.00	\$2,400.00
479	Adjust Inlet (cap)	EA	2.00	\$800.00	\$1,600.00
500	Barricades, Signs and Traffic Handling	Mo	2.50	\$2,000.00	\$5,000.00
506	Temporary Sediment Control Fence	LF	360.00	\$2.00	\$720.00
4035	15" RCLHPP CL III	LF	74.00	\$45.00	\$3,330.00
4035	14" RCLHPP CL III	LF	320.00	\$42.00	\$13,440.00
4035	42" RCLHPP CL III	LF	60.00	\$85.00	\$5,100.00
4061	24" STAND PIPE	EA	1.00	\$1,200.00	\$1,200.00
4061	TY "A" GATE	EA	1.00	\$3,600.00	\$3,600.00
<b>SUB-TOTAL</b>					<b>\$148,456.50</b>

<b>CITY OF PHARR</b>					
164	Cell Fbr Mlch Seed (Perm)(Urban)(Clay)	SY	2460.00	\$0.20	\$492.00
164	Cell Fbr Mlch Seed (Temp)(Warm)	SY	1230.00	\$0.22	\$270.60
164	Cell Fbr Mlch Seed (Temp)(Cool)	SY	1230.00	\$0.22	\$270.60
168	Vegetative Watering	MG	55.00	\$14.00	\$770.00
247	Flexible Base (Supply Base)	CY	2919.00	\$8.00	\$23,352.00
260	Lime Treat(New Base)(10")	SY	10759.00	\$1.50	\$16,138.50
260	Lime Trt (Exst Matl)(8")	SY	11098.00	\$1.50	\$16,647.00
260	Lime (Hyd. Com. Or QK)(Slurry)	TON	217.00	\$150.00	\$32,550.00
310	Prime Coat (MC-30)	Gal	1989.00	\$3.00	\$5,967.00
340	D-GR HMA (Method) Ty-D SAC-A Pg64-22	TON	1700.00	\$50.00	\$85,000.00
529	Conc. Curb & Gutter (Ty A)(Barrier)	LF	3085.00	\$7.50	\$23,137.50
529	Conc. Valley Gutter (6')	LF	118.00	\$36.00	\$4,248.00
531	Curb Ramps (TY 8)	EA	4.00	\$800.00	\$3,200.00
644	In Sm Rd Sn Sup&Am Ty S80(I)SA(P)	EA	6.00	\$500.00	\$3,000.00
658	Object Marker (OM-2X)(WC) GND	EA	2.00	\$40.00	\$80.00
666	Refl Pav Mrk Ty 1 (W)(4") (Brk)(100Mil)	LF	524.00	\$0.30	\$157.20
666	Refl Pav Mrk Ty 1 (W)(4") (Slid)(100Mil)	LF	708.00	\$0.40	\$283.20
666	Refl Pav Mrk Ty 1 (W)(8") (Slid)(100Mil)	LF	80.00	\$1.20	\$96.00
666	Refl Pav Mrk Ty 1 (W)(24") (Slid)(100Mil)	LF	160.00	\$5.50	\$880.00
666	Refl Pav Mrk Ty 1 (Y)(24") (Slid)(100Mil)	LF	198.00	\$5.50	\$1,089.00
666	Refl Pav Mrk Ty 1 (Y)(4") (Brk)(100Mil)	LF	460.00	\$0.30	\$138.00
666	Refl Pav Mrk Ty 1 (Y)(4") (Slid)(100Mil)	LF	3456.00	\$0.40	\$1,382.40
668	Prefab Pav Mrk Ty B (W)(ONLY)	EA	5.00	\$360.00	\$1,800.00
668	Prefab Pav Mrk Ty B (W)(ARROW)	EA	6.00	\$320.00	\$1,920.00
672	Rais Pav Mrkr Cl B (Refl) Ty I-C	EA	64.00	\$3.50	\$224.00
672	Rais Pav Mrkr Cl B (Refl) Ty II A-A	EA	195.00	\$3.50	\$682.50
680	Adjust Traffic Signal	EA	1.00	\$40,000.00	\$40,000.00
<b>SUB-TOTAL</b>					<b>\$263,775.50</b>

<b>TOTAL CONSTRUCTION COST</b>	<b>\$412,232.00</b>
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