

STATE OF TEXAS

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COUNTY OF HIDALGO

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INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS, PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT AND THE CITY OF ALAMO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2010, by and between the **PHARR SAN JUAN ALAMO INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as "District", the **CITY OF ALAMO, TEXAS**, hereinafter referred to as "Alamo", 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, Alamo is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, District is a local school district created by the laws of Texas;

WHEREAS, County is a political subdivision in the State of Texas;

WHEREAS, County, Alamo and District desire to make drainage improvements to an area encompassed by ¼ mile north of Sioux Road to the north, Cesar Chavez Road to the east, ¼ mile south of Sioux Road to the south and ¼ mile east of Alamo Road to the east, as is more particularly described in Exhibit "A" attached here to and incorporated herein for all purposes;

WHEREAS, County, Alamo and District, each pursuant to its statutory and constitutional authority, are desirous that necessary drainage improvements be done in the area in order to alleviate existing flooding concerns within their respective territorial jurisdictions;

WHEREAS, the drainage improvements to the area will require engineering services and shall include but not be limited to installation of a 72" drain , 5'X5' RCB, manholes, end wall and concrete rip-rap (collectively the "Project");

WHEREAS, the parties recognize that the first step in making the desired improvements to the Project is the acquisition of sufficient right of way and the parties have agreed to cooperate in acquiring such right of way as herein described;

WHEREAS, the parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt 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.

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

1. District will undertake the acquisition of rights of way for the Project, including but not limited to title reports, appraisals, acquisition of right of way, and condemnation of right of way which cannot be acquired by agreement of the landowner.
2. District agrees to convey certain real property more particularly described in Exhibit "A" to County by execution of the Drainage Easement attached hereto as Exhibit "B" for the purpose of constructing the Project described herein.
3. County will retain a competent engineering firm and/or in-house engineer to prepare all construction and right-of-way plans and maps necessary for the construction of drainage improvements and appraisers and to review appraisals as necessary.
4. County shall be responsible for performing all the work to complete the Project as described herein either through its own labor equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed One Million Four Hundred and Fifteen Thousand Three Hundred and Eighty Seven and 98/100th. (\$1,415,387.98).
5. District shall be responsible for providing 1,000 linear feet of 72" RCP-RJ III pipe for the Project and shall reimburse County upon thirty (30) days of receipt of invoice from County, an amount not to exceed Eighty Three Thousand Nine Hundred and Fourteen Dollars and No/100ths (\$83,914.00) for the materials and labor to install such pipe and for any miscellaneous costs associated with the installation including but not limited to, gravel bedding, trench protection, backfill and manholes.
6. While no unforeseen costs are anticipated, the District shall be responsible for any miscellaneous costs associated with the Project that may arise during the construction which cannot otherwise be avoided.
7. Alamo authorizes the County to perform the work and services described herein within its city limits.
8. Alamo shall have no financial obligation to the Project.
9. Alamo, at its sole cost and expense, shall be responsible for making any utility adjustments within its jurisdiction that may be necessary to complete the Project as described herein.

10. The parties mutually agree it is in their best interest to provide such assistance to each other as described herein, as such improvements will serve to alleviate flooding and water overflow that occurs in the vicinity of the Project area.
11. Upon completion of the Project, all parties shall be relieved of their mutual responsibilities under this Agreement and each shall assume responsibility for the operation and maintenance of any portion of the Project within its respective jurisdiction so long as such portion of the Project remain within its jurisdiction.
12. **Hold Harmless Clause.** To the extent permitted by law, the parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.
13. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.
14. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
15. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Alamo, District and County, and not otherwise.
16. **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.
17. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications 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 District: PSJA ISD
Attention: Dr. Daniel P. King
601 East Kelly
Pharr, Texas 78577

If to County: Hidalgo County
Attention: Executive Officer
2818 S. Business Hwy. 281
Edinburg, Texas 78539

If to Alamo: Rudy Villarreal, Mayor
420 N Tower Rd
Alamo, Texas 78516

With copy to: Commissioner, Precinct Number 2
Hector "Tito" Palacios
301 East State
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.

18. 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.

19. 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.

20. Assignment. This Agreement shall not be assignable.

21. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

22. 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.

23. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms
24. **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.
25. **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 thirty (30) 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.
26. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.
27. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by Exhibit "C" attached herein.

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

PSJA INDEPENDENT SCHOOL DISTRICT

Ms. Ramona Barron
PSJA ISD Board President

ATTEST:

Mr. Humberto "Bobby" Rodriguez
Secretary-Treasurer

CITY OF ALAMO, TEXAS

Rudy Villarreal, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO, TEXAS

Rene Ramirez, County Judge




ATTEST:

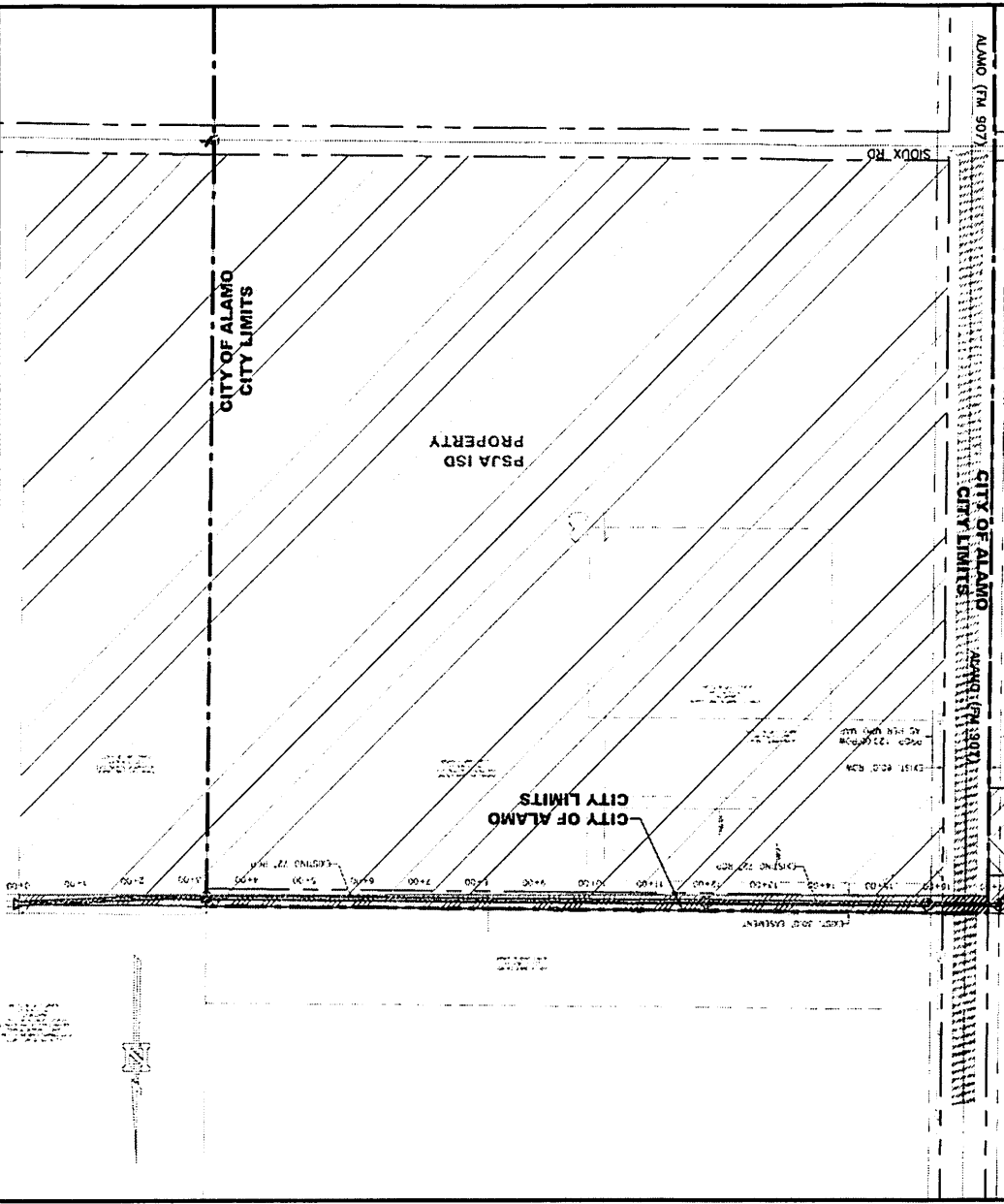
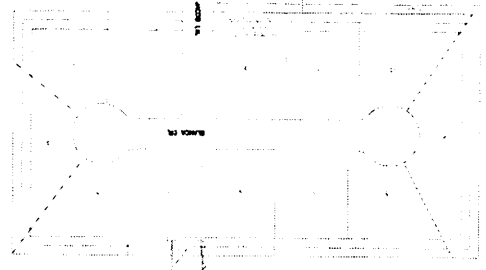
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

By: Stephen L. Crain

 PSJA ISD PROPERTY
 COUNTY PROPERTY
 CITY OF ALAMO



2 OF 2

EDGAR, L.
 PAUL E. SERRIN
 C.P.
 1-2007

**CESAR CHAVEZ
 DRAINAGE IMPROVEMENT
 ROW EXHIBIT**

**PRECINCT 2
 DRAINAGE PROJECT**


**HIDALGO COUNTY
 PLANNING DEPARTMENT**
 1000 S. 23RD. SUITE 111
 EDWING, TX 76031
 TEL: (940) 352-2200 FAX: (940) 319-2481
 PAUL E. SERRIN, P.E., C.E.M.
 PLANNING ADMINISTRATOR



DRAINAGE EASEMENT

**STATE OF TEXAS §
 §
COUNTY OF HIDALGO §**

KNOW ALL MEN BY THESE PRESENTS

That Pharr San Juan Alamo Independent School District (“Grantor”) for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, to them in hand paid by Hidalgo County, Texas (“Grantee”) the receipt of which is hereby acknowledge and confessed, have GRANTED, BARGAINED AND CONVEYED and by these presents do GRANT, BARGAIN AND CONVEY onto said Hidalgo County, Texas, its successors or assigns, the free and uninterrupted use, liberty and privilege of passage in, along, upon and across that certain tract of land situated in Hidalgo County, Texas described as follows, to-wit:

See Exhibit “A” attached hereto and incorporated herein at this point for all purposes, for the purpose of constructing, reconstructing, excavating, digging, maintaining, and operating a drainage ditch, spoil bank, levees, roadways, and structures necessary for the disposal of accumulated and excessive rainfall and/or flood water, (collectively the “Ditch”) together with free ingress and egress at all reasonable times to and from said property described above for the purpose of doing and performing or having performed, any and all acts and functions necessary for the orderly constructing, reconstructing excavating, digging, maintaining and operating the said drainage ditch, spoil banks, levees, roadways and structures, together with any and all other functions and acts necessary and incident to the constructing, reconstructing, excavating, digging, maintaining and operating of a drainage ditch, spoil bank, levees, roadways and structures in, along, over and across the property described above.

Grantor shall have full use and control of the spoil bank dirt but not to include the berm areas to be established by Grantee.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation: (i) the reasonable right from time-to-time to remove any and all paving, trees and undergrowth, and other obstructions that may injure Grantee’s Ditch and/or interfere with the construction, installation, use, operation, inspection, repair, alteration, protection, maintenance, replacement, upgrading, paralleling or removal thereof; and (ii) the right to abandon-in-place any Ditch, such that Grantee shall have no obligation or liability to Grantor or to Grantor’s heirs, successors or assigns, to move or remove any such Ditch.

Grantor, and Grantor’s heirs, successors and assigns, may fully use and enjoy the premises encumbered by said easement, except that such use and enjoyment shall not hinder, conflict or interfere with the exercise of Grantee’s rights hereunder and no building, structure or reservoir shall be constructed upon, over or across the easement hereby granted without Grantee’s written consent.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Ditch. This agreement together with

other provisions of this grant shall be perpetual and shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees. Grantor covenants that Grantor is the owner of the above described land and that said land is free and clear of all encumbrances and liens.

TO HAVE AND TO HOLD the easement and rights appurtenant thereto unto the Grantee, its successors and assigns, until the Ditch is declared permanently abandoned by the Grantee, in which event said easement and rights appurtenant thereto shall cease and terminate and revert to Grantor, Grantor's successors and assigns.

TO HAVE AND TO HOLD, all and singular, the easement and rights appurtenant thereto, unto Grantee, its successors or assigns until the Ditch is declared permanently abandoned by the Grantee, in which event said easement and rights shall cease and terminate and revert appurtenant thereto to Grantor, Grantor's successor and assigns; this easement being conditioned, however, that the title in and to all oil, gas and other minerals in and under said land shall be and remain vested in the present owners, their heirs or assigns, without, however, any right whatever remaining to the owners of such oil, gas and other minerals of ingress or egress to or from the surface of said land for the purpose of exploring, drilling, developing or mining of the same.

WITNESS our hand(s) this the ___day of _____ 2010.

Pharr San Juan Alamo Independent School District

By: _____
Its: President of the Board

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

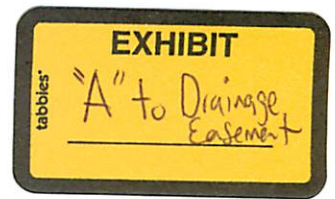
This instrument was acknowledged before me on this____, day of _____, 2010 by, _____ in the capacity therein stated.

Notary Public, State of Texas



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
EFIM No. 469



Eng10.001
May 13, 2010
Page 1 of 2

**DESCRIPTION
OF
HIDALGO COUNTY
30.0-FOOT DRAINAGE EASEMENT
BEING A 1.136-ACRE TRACT OF LAND
OUT OF LOT 13, BLOCK 44 AND LOT 16, BLOCK 45,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
AS PER MAP RECORDED IN
VOLUME 1, PAGES 24-26, M. R.H.C.**

Being a 1.136-acre tract of land out of Lot 13, Block 44 and Lot 16, Block 45, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, as per map recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas. Said 1.136-acre tract of land being more particularly described as follows;

Beginning at the Northwest corner of Lot 13, Block 44, for the Northwest corner and beginning of this drainage easement;

THENCE, South 81 degrees 28 minutes 09 seconds East, with the North line of said Lot 13, at a distance of 1320.00 feet pass the Northeast corner of said Lot 13, Block 44 and Northwest corner of Lot 16, Block 45, continuing with the North line of Lot 16, at a total distance of 1650.00 feet to the Northeast corner of this drainage easement;

THENCE, South 08 degrees 31 minutes 51 seconds West, a distance of 30.00 feet to the South line of said 30.0-foot Drainage Easement, for the Southeast corner of this drainage easement;

THENCE, North 81 degrees 28 minutes 09 seconds West, with the South line of said 30.0-foot Drainage Easement, at a distance of 330.00 feet pass the common line between Lots 16, Block 45 and Lot 13, Block 44, and at a total distance of 1650.00 feet to the West line of said Lot 13, for the Southwest corner of this drainage easement;

THENCE, North 08 degrees 31 minutes 51 seconds East, with the West line of said Lot 13, a distance of 30.00 feet the **BEGINNING** and containing 1.136-acres of land, more or less.

This description does not represent an actual survey conducted on the ground.

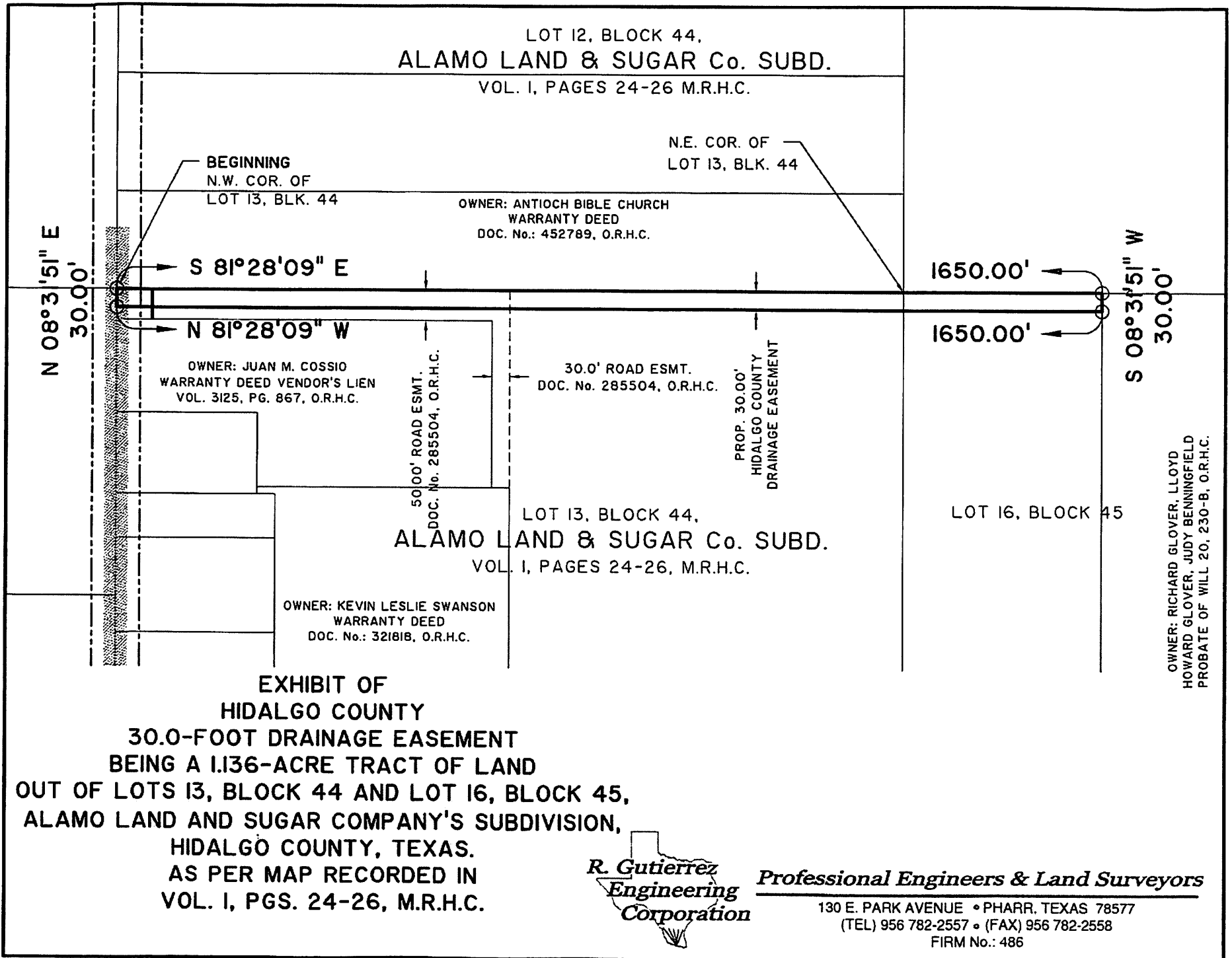


EXHIBIT OF
HIDALGO COUNTY
30.0-FOOT DRAINAGE EASEMENT
BEING A 1.136-ACRE TRACT OF LAND
OUT OF LOTS 13, BLOCK 44 AND LOT 16, BLOCK 45,
ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS.
AS PER MAP RECORDED IN
VOL. I, PGS. 24-26, M.R.H.C.



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
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FIRM No.: 486