

STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

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

THIS Agreement is made on this the ____ day of _____, 2011, by and among the **CITY OF ALAMO** hereinafter referred to as "Alamo" the **CITY OF SAN JUAN** hereinafter referred to as "San Juan" 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, San Juan is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, County, Alamo and San Juan desire to make drainage improvements within the following described area defined by ¼ mile north of Ridge Road for the northern boundary, ¼ mile east of Cesar Chavez Road for the eastern boundary, ¼ mile south of Ridge Road for the southern boundary and ¼ mile west of Cesar Chavez Road for the western boundary;

WHEREAS, County, Alamo and San Juan, each pursuant to its statutory authority, are desirous that the necessary drainage improvements be done in order to alleviate the existing flood problems within their respective territorial rights.

WHEREAS, the drainage improvements to the area shall include, but not be limited to, installation of 72" drainage line, manholes, inlets, end wall and concrete rip-rap, and engineering (collectively the "Project");

WHEREAS, County, Alamo and San Juan 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 County, Alamo and San Juan 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, the County, Alamo and San Juan, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. San Juan, pursuant to Tex. Trans Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.
2. County will undertake the acquisition of right 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.
3. County will retain a competent engineering firm and/or in house engineer to prepare all engineering, specifications, plans (including but not limited to construction and right-of-way plans) and maps necessary for the construction of the project, as necessary.
4. County shall be responsible for performing the work necessary to complete the Project, either through its own labor, equipment or materials, or through its agents, contractors or subcontractors, in an amount not to exceed Two Hundred Seventy Nine Thousand Three Hundred Twenty Two Dollars and 05/100 cents (\$279,322.05).
5. Alamo shall contribute or otherwise fund a portion of the cost of the Project which is currently estimated to be no more than Seventy Nine Thousand Eight Hundred Ninety Eight Dollars and 68/100 cents (\$79,898.68) within thirty (30) days from receipt of invoice from the County.
6. San Juan shall contribute or otherwise fund the balance of the cost of the Project which is currently estimated to be no more than Seventy Six Thousand Two Hundred Eight Dollars and 94/100 cents (\$76,208.94) within thirty (30) days from receipt of invoice from the County.
7. Alamo and San Juan agree it is in their best interest to provide such assistance to County as described herein, as such Project will serve to alleviate flooding and water overflow that occurs within the area.
8. Alamo and San Juan shall at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Project.
9. **Hold Harmless Clause.** 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.
10. **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

With copy to:

Commissioner, Precinct Number 2
Hector "Tito" Palacios
301 West Hall Acres Road
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.

15. 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.

16. 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.

17. Assignment. This Agreement shall not be assignable.

18. 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.

19. 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.

20. 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.

21. 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

22. 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.

23. **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.

24. The approval of this Interlocal Cooperation Agreement by County in accordance with Texas Government Code 791.014 is evidenced by the exhibit attached hereto as Exhibit "A".

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

CITY OF ALAMO, TEXAS

Rudy Villarreal, Mayor

ATTEST:

City Secretary

CITY OF SAN JUAN, TEXAS

Pedro Contreras, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

By: Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

EXHIBIT "A"

**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 to install a 72" drainage line, manholes, inlets, end wall and concrete rip-rap, and engineering (collectively the "Project"); through an Interlocal Cooperation Agreement to be entered into with the City of Alamo, Texas, City of San Juan, Texas, and Hidalgo County.

By vote on _____ 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

COMMISSIONER HECTOR "TITO" PALACIOS

Hidalgo County Precinct No. 2

Project: Ridge Road and Cesar Chavez Road

Drainage Improvements - City Participation

Location: Ridge Road and Cesar Chavez Road

Revision Date: May 19, 2010

Estimator: Raul E. Sesin, PE, CFM



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

County of Hidalgo Cost Participation

Item	Description	Unit	Quantity	Unit Cost	Total
1.	72" RCP-RJ CL III	LF	1,303	\$ 76.00	\$ 99,028.00
2.	TYPE "CC" INLET (9.0 ft)	EA	2	\$ 3,190.00	\$ 6,380.00
3.	84" FIBERGLASS MANHOLE (14 FT)	EA	1	\$ 3,599.00	\$ 3,599.00
4.	84" FIBERGLASS MANHOLE (15 FT)	EA	1	\$ 3,686.00	\$ 3,686.00
5.	72" ENDWALL	EA	1	\$ 3,000.00	\$ 3,000.00
6.	ROAD REPAIR CALICHE	SY	67	\$ 3.00	\$ 200.00
7.	ROAD REPAIR ASPHALT	SY	67	\$ 3.00	\$ 200.00
8.	MATERIAL FOR MISC WORK	LS	1	\$ 1,700.00	\$ 1,700.00
9.	6" GRAVEL BEDDING	CY	157	\$ 10.00	\$ 1,568.43
10.	TRENCH PROTECTION	LF	1,303	\$ 1.00	\$ 1,303.00
11.	TRAFFIC CONTROL	LS	1	\$ 2,550.00	\$ 2,550.00
				TOTAL	\$ 123,214.43

COMMISSIONER HECTOR "TITO" PALACIOS

Hidalgo County Precinct No. 2

Project: Ridge Road and Cesar Chavez Road

Drainage Improvements - City Participation

Location: Ridge Road and Cesar Chavez Road

Revision Date: May 19, 2010

Estimator: Raul E. Sesin, PE, CFM



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

City of San Juan Cost Participation

Item	Description	Unit	Quantity	Unit Cost	Total
1.	72" RCP-RJ CL III	LF	1,303	\$ 45.21	\$ 58,908.63
2.	TYPE "CC" INLET (9.0 ft)	EA	2	\$ 1,082.50	\$ 2,165.00
3.	84" FIBERGLASS MANHOLE (14 FT)	EA	1	\$ 3,054.52	\$ 3,054.52
4.	84" FIBERGLASS MANHOLE (15 FT)	EA	1	\$ 3,434.36	\$ 3,434.36
5.	72" ENDWALL	EA	1	\$ 1,250.00	\$ 1,250.00
6.	ROAD REPAIR CALICHE	SY	67	\$ 3.00	\$ 200.00
7.	ROAD REPAIR ASPHALT	SY	67	\$ 3.00	\$ 200.00
8.	MATERIAL FOR MISC WORK	LS	1	\$ 1,650.00	\$ 1,650.00
9.	6" GRAVEL BEDDING	CY	157	\$ 10.00	\$ 1,568.43
10.	TRENCH PROTECTION	LF	1,303	\$ 1.00	\$ 1,303.00
11.	TRAFFIC CONTROL	LS	1	\$ 2,475.00	\$ 2,475.00
				TOTAL	\$ 76,208.94

COMMISSIONER HECTOR "TITO" PALACIOS

Hidalgo County Precinct No. 2

Project: Ridge Road and Cesar Chavez Road

Drainage Improvements - City Participation

Location: Ridge Road and Cesar Chavez Road

Revision Date: June 03, 2010

Estimator: Raul E. Sesin, PE, CFM



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

City of Alamo Cost Participation

Item	Description	Unit	Quantity	Unit Cost	Total
1.	72" RCP-RJ CL III	LF	1,303	\$ 48.79	\$ 63,573.37
2.	TYPE "CC" INLET (9.0 ft)	EA	2	\$ 1,082.50	\$ 2,165.00
3.	84" FIBERGLASS MANHOLE (14 FT)	EA	1	\$ 3,054.52	\$ 3,054.52
4.	84" FIBERGLASS MANHOLE (15 FT)	EA	1	\$ 3,434.36	\$ 3,434.36
5.	72" ENDWALL	EA	1	\$ 1,250.00	\$ 1,250.00
6.	ROAD REPAIR CALICHE	SY	67	\$ 3.00	\$ 200.00
7.	ROAD REPAIR ASPHALT	SY	67	\$ 3.00	\$ 200.00
8.	MATERIAL FOR MISC WORK	LS	1	\$ 1,650.00	\$ 1,650.00
9.	6" GRAVEL BEDDING	CY	157	\$ 10.00	\$ 1,568.43
10.	TRENCH PROTECTION	LF	1,303	\$ 1.00	\$ 1,303.00
11.	TRAFFIC CONTROL	LS	1	\$ 1,500.00	\$ 1,500.00
				TOTAL	\$ 79,898.68