

Received

MAR 5 2013

Urban County Program

By:



STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO
AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 6**

This Agreement is made on this the 20th day of March, 2013, by and between the **HIDALGO COUNTY IRRIGATION DISTRICT NO. 6**, hereinafter referred to as "District" and **COUNTY OF HIDALGO**, hereinafter referred to as "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District is a irrigation district governed by Chapter 49 of the Texas Water Code located in Hidalgo County, Mission, Texas;

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

WHEREAS, County desires to seek assistance from the District for the installation of irrigation crossings on Mile 2 from La Homa Road to Abram Road (the "Road") with Community Development Block Grant ("CDBG") Precinct No.3 Year 24 (2011) Street Improvement funds;

WHEREAS, County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't 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 and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. District agrees to replace all irrigation lines located in County's right of way damaged or destroyed by County in County's new construction in widening and paving the Road.
2. County agrees to reimburse District at District's cost for the cost of supplies, material and labor for replacement of the irrigation lines located within the Road right of way damaged or destroyed by County which shall not exceed the sum of \$46,305.00. County shall pay District in advance the sum of \$46,305.00 within ten (10) days of the date county executes this Agreement. District agrees promptly after receiving such payment to coordinate with County to proceed to replace the irrigation lines damaged or destroyed in widening and paving the Road. District shall provide County all invoices for all supplies, materials and labor for which the District expended in replacing irrigation lines in the Road.
3. District and County shall coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Streets.

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. **Conflict with 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 a conflict between any provision of this 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 necessary to bring them within the legal requirements and during the times such conflict exists.
6. **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 thereof.
7. **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 representations 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 District and County, and not otherwise.
8. **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.
9. **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 addressed to the parties at the addressed set forth below, or (ii) at such other address as may have been theretofore specified by written notice delivered in accordance herewith:

If to HCID NO.6: Hidalgo County Irrigation District No.6
Attention: Joe Aguilar, General Manager
P.O. Box 786
Mission, Texas 78572

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
302 West University Dr.
Edinburg, Texas 78539

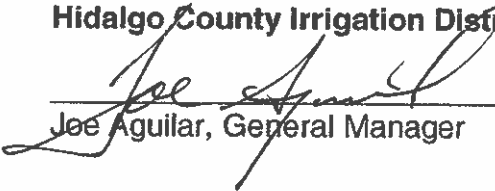
With copy to: Joe M. Flores, Commissioner, Precinct No. 3
724 North Breyfogle
Mission, Texas 78574

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.

10. **Additional Documents.** The Parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
11. **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.
12. **Assignment.** This Agreement shall not be assignable.
13. **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 or paragraph hereof.
14. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
15. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms
16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.
17. **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 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 the parties hereto, and not otherwise.
18. **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, that 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 provision of Tex. Loc. Govt. Code Ann. §271.903.

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

Hidalgo County Irrigation District No. 6



Joe Aguilar, General Manager

Hidalgo County

Ramon Garcia, Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: 

Stephen L. Crain

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 whereby Hidalgo County through Precinct 3 shall widen Mile 2, from Abram and to La Homa Road through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and the Hidalgo County Irrigation District No. 6.

By vote on _____ 2013, 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 & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6

P.O. BOX 788

MISSION, TX. 78672

BUS: (956) 585-8389 FAX: (956) 585-9920

ESTIMATION OF SERVICES

NAME: Hidalgo County Pct#3		DATE OF ORDER: January 15, 2013	
ADDRESS: Mission, Texas		DATE PROMISED:	
PHONE: 956-585-4509		ORDER TAKEN BY: Joe Aguilar	
JOB NAME / LOCATION: 2 Mile Line Line		REVISED 1/15/13 By: <input checked="" type="checkbox"/> <i>JA</i>	
Project from 492/La Home		CONTRACT: <input type="checkbox"/>	
DESCRIPTION OF WORK:		EXTRA: <input type="checkbox"/>	
Installing 21 new crossings		PRIVATE JOB#	
		Inv#	
ESTIMATE VALID FOR 60 DAYS			
ITEM #	QUANTITY & DESCRIPTION	UNIT PRICE	EXTENDED PRICE
3	12" Elbow	\$140.00	\$420.00
1	12" Fresno Valve	\$221.00	\$221.00
1	12" Tee	\$130.00	\$130.00
2	12" X 20' 80 PSI Pipe	\$8.75	\$350.00
2	Bags Cement	\$19.00	\$38.00
1	12" Draw Band	\$8.00	\$8.00
1	Cutting Old Pipe	\$200.00	\$200.00
1	Labor to Install	\$320.00	\$320.00
8	Backhoe	\$65.00	\$520.00
WORK COMPLETED BY:		TOTAL MATERIALS	\$1,165.00
		TOTAL EQUIPMENT	\$520.00
		TOTAL LABOR	\$520.00
		TOTAL	\$2,205.00
		X 21 Crossings	\$46,305.00
Approved By: <i>Joe Aguilar</i>		General Mgr.	
DATE COMPLETED		***Estimate Subject to Change***	
SIGNATURE (I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK)			

Received

JAN 15 2013

Urban County Program

JA

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504

Tel: (956) 668-1588 • Fax: (956) 994-8102

javhin@rgv.rr.com

TBPE FIRM NO. F-1295

January 18, 2013

Mr. Joe Aguilar, Manager
Hidalgo County Irrigation District No. 6
P.O. Box 786
Mission, Texas 78572

**Re: Hidalgo County Precinct No. 3 Paving Improvements
Mile 2 North Road (La Homa Road to FM 492)**

Dear Mr. Aguilar,

As you are aware, Hidalgo County Precinct No. 3 is proposing to pave Mile 2 North Road from La Homa Road to FM 492. This roadway is located adjacent and south of a HCID No. 6 Canal. This roadway is currently a caliche type roadway and has created numerous problems to the residents of the area complaining of dust control and overall safety of the roadway. Hidalgo County Precinct No. 3 is requesting approval of this construction from the HCID No. 6 Board of Directors for this construction as part of the roadway will be located within District 6 right of way. A total of 118,247 (2.71 Acres) square feet of property will be utilized for this construction for the entire length of the project. In addition a total of 21 irrigation crossings will be replaced at a cost of \$46,305.00 as part of the project and will be constructed with a minimum of 4 feet of cover. All costs associated with construction of this roadway including any utility adjustments or relocations shall be the responsibility of Hidalgo County Precinct No. 3.

We look forward to a continued excellent working relationship between Precinct No. 3 and your Irrigation District. Your assistance in this matter is greatly appreciated. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

cc: Commissioner Joe M. Flores, Hidalgo County Precinct No. 3
Candace J. Armenta, Urban County Program, Program Coordinator I