

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This AGREEMENT is made on this the ____ day _____ of 2013, by and between **CITY OF HIDALGO, TEXAS** hereinafter referred to as “City” and the **COUNTY OF HIDALGO**, hereinafter referred to as “County,” pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, City is a municipality located in Hidalgo County, Texas;

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

WHEREAS, County has determined that a section of McColl Road from Dicker Road south approximately 5,330 linear feet in the city limits of the City requires reconstruction in order to alleviate hazardous conditions (the “Road”);

WHEREAS, City has agreed to provide certain funds for the cost of such reconstruction for the Road and County has agreed to provide the balance of the funds for engineering, labor, equipment and machinery for the Road;

WHEREAS, it would serve a legitimate county purpose to reconstruct the Road as the Road is a connecting link to roads of the County;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code Section 791.00a 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, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to provide by either County forces or by contractor(s) the engineering, materials, equipment and labor necessary to reconstruct the Road.
2. City shall pay County an amount of \$2,000.00 for the reconstruction of the Road. City shall pay County against invoice within (30) thirty days after receipt of invoice.
3. City authorizes County to perform the work on the portion of the road as described herein within its city limits.

4. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Road described herein.

5. County agrees to complete the work to the Road described herein within the city limits of City within 180 days following execution of this Agreement.

6. County agrees it is in its best interest to provide such assistance to City and that the Road serves as a connecting link and an integral part of the County road system.

7. Following completion of Project described herein, City agrees to be responsible for maintenance of the Road so long as the Road remains within its corporate city limits, and County shall be relieved of all duties and obligations stated herein.

8. 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.

9. **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 and 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 provision 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.

10. **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.

11. **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) 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 City and County, and not otherwise.

12. **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.

13. **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 City: City of Hidalgo, Texas
 Attn: Martin Cepeda, Mayor
 704 E. Texano Drive
 Hidalgo, Texas 78557

If to County: Hidalgo County, Texas
 Attention: Ramon Garcia, County Judge
 302 W. University Drive
 Edinburg, Texas 78540-0758

With copy to: Hector "Tito" Palacios, Commissioner Precinct No. 2
 300 W. Hall Acres # G
 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 convenience 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 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 City and County 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 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.

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

CITY OF HIDALGO

Martin Cepeda, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

CONSTRUCTION COST ESTIMATE
HIDALGO COUNTY PRECINCT No. 2
PROJECT #
McCOLL ROAD OVERLAY AND CURB AND GUTTER IMP.
PREPARED BY: Raul E. Sesin, PE, CFM DATE: 3/27/13

SAMPLE

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	34.33	STA	PREPARING ROW			
				THREE HUNDRED Dollars	\$300.50	\$6,271.44
				FIFTY Cents		

BASE BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	366	LF	REMOVE AND REPLACE 24" CURB AND GUTTER		\$20.00	\$7,360.00
				Dollars		
				Cents		
2	27	EA	INLET STORM WATER PROTECTION		\$200.00	\$5,400.00
				Dollars		
				Cents		
3	1	LS	TRAFFIC CONTROL		\$12,500.00	\$12,500.00
				Dollars		
				Cents		
4	14,200	SY	PLANE ASPH CONC PAV (0 - 1 1/2")		\$1.87	\$26,554.00
				Dollars		
				Cents		
5	37,250	SY	1 1/2" D-GR HMA (QCQA) TY-D SAC-A PG 76-22		\$7.50	\$279,375.00
				Dollars		
				Cents		
6	1	LS	PERMANENT PAVEMENT MARKINGS INCLUDING BUT NOT LIMITED TO THEROPLASTIC 8" WHITE SOLID LINES, 4" WHITE BROKEN LINES, 4" YELLOW SOLID AND BROKEN LINES, 24" WHITE STOP LINE, WHITE ARROW, WHITE WORD, TYPE I-C AND TYPE II-AA RAISED PAVEMENT MARKERS		\$40,000.00	\$40,000.00
				Dollars		
				Cents		
Base Bid Price In Words					Bid In Figures	
				Dollars		\$371,189.00
				Cents		
				Dollars	5%	
				Cents	Contingency	\$18,559.45
				Dollars		
				Cents		\$389,748.45

STA - STATION
 LS - LUMP SUMP
 LF - LINEAR FEET
 EA - EACH
 SY - SQUARE YARD(S)

BIDDER/COMPANY NAME: _____
 ADDRESS: _____
 PHONE NUMBER: _____
 AUTHORIZED SIGNATURE: _____
 PRINTED NAME: _____
 TITLE: _____