

INTERLOCAL AGREEMENT FOR BRIDGE EXPANSION PROJECT

WHEREAS, the County of Willacy, Texas ("County") and the County of Hidalgo, Texas ("Provider") desire to enter into an agreement concerning the adjustment of width for the completion of a bridge expansion along H W County Line Road (A.K.A. 1st Street, County Road 333) near the City of Hargill, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes local governments to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the Provider and the County, by action of their respective governing bodies evidenced in writing, have approved the bridge expansion project for the bridge located along H W County Line Road near the City of Hargill, Texas; and

WHEREAS, the Provider and the County have determined that the improvements may be constructed most economically by implementing this interlocal agreement.

NOW, THEREFORE, this agreement is made and entered into by the County and the Provider upon and on the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged:

WITNESSETH:

ARTICLE I

The County shall arrange to design improvements for the expansion of the bridge located along H W County Line Road near the City of Hargill, Texas , hereinafter called the "Project." The Project shall consist of the design of an expansion of an existing bridge and shall be constructed in accordance with the plans and specifications approved by the Provider and the County.

ARTICLE II

Phase I: Engineering

The County shall prepare engineering design plans and specifications, surveying, geotechnical investigation, right-of-way schematics and field notes, and coordination with affected utility companies for the Project improvements. The County shall administer the engineering services agreement as set forth in Article IV below.

ARTICLE III

The County estimates the total actual cost of Phase I of the Project, including design, right-of-way documents, geotechnical and land appraisals, to be approximately \$2,060,000. The County agrees to

fund 100% of the total for the engineering portion of the Project. Upon mutual execution of the Interlocal Agreement, County will begin funding of the construction cost.

ARTICLE IV

The County shall select a properly licensed engineering firm and execute an engineering services agreement. The County will provide administration of the engineering services agreement and all necessary review of the plans and specifications associated with this Project. The County will provide the Provider with copies of the plans and specifications at 30%, 65% and 100% plan completion. The County will conduct a meeting with all affected utility companies and coordinate relocation efforts.

ARTICLE V

The County shall remit the cost of the executed engineering services in accordance with the terms of the engineering services agreement.

ARTICLE VI

Provider and the County agree that the parties paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VII

The Provider and County agree that right-of-way acquisition shall begin after the County completes the engineering plans and right-of-way schematic. The County and Provider agree to individually and separately acquire any right of way necessary for completion of the Project. The Provider and County agree to individually and separately fund and pay the cost and expense of the right-of-way acquisition for right-of-way acquisition within their respective jurisdictions, conditioned upon their respective ability to obtain and appropriate funds for payment of such costs and expenses based on the best efforts attempt by their respective governing bodies, as provided by Section 271.903 of the Texas Local Government Code.

ARTICLE VIII

Indemnification. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments, and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement. This agreement is not intended to and shall not create any cause of action for the benefit of third parties or any person not a party to this agreement.

ARTICLE IX

Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Willacy County, Texas, and that exclusive venue shall lie in the state courts of competent jurisdiction of Willacy County, Texas.

ARTICLE X

Severability. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI

Entire Agreement. This agreement embodies the entire agreement between the parties and may only be modified in a writing executed by all parties. This agreement supersedes all prior negotiations, representations and/or agreements, either written or oral.

ARTICLE XII

Successors and Assigns. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. No party will assign or transfer an interest in this agreement without the written consent of the other party.

ARTICLE XIII

Immunity. It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV

Term. This agreement shall be effective upon execution by all parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

APPROVED AS TO FORM:

By:
Name:
Title:
Date:

COUNTY OF WILLACY, TEXAS

By:
Name:
Title: County Judge
Date:

Executed on this day of , 2013,
by the County of Willacy, pursuant to
Commissioners' Court Order No.

ATTEST: COUNTY OF HIDALGO, TEXAS

By: Arturo Guajardo, Sr.
Name: Arturo Guajardo, Sr.
Title: County Clerk
Date: 8/13/13

By: Ramon Garcia
Name: Ramon Garcia
Title: County Judge
Date: 8/13/13

Executed on behalf of the County of Hidalgo
pursuant to County Resolution No.

APPROVED BY
COMMISSIONERS' COURT
ON: 8/23/13

Approved as to form:
Atlas, Hall & Rodriguez, LLP
By: ALH

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 to concerning the adjustment of width for the completion of a bridge expansion along H W County Line Road (A.K.A. 1st Street, County Road 333) near the City of Hargill, Texas through an Interlocal Cooperation Agreement to be entered into with the County of Willacy and Hidalgo County.

By vote on 8-13-2013, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo
Arturo Guajardo, County Clerk

Approved by Commissioners' Court
on 8/13/13 RO

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

AI-39727

Precinct #1 17. B.

CC REGULAR

Meeting Date: 07/23/2013

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

1. Requesting authorization for Hidalgo County to execute the Interlocal Cooperation Agreement between County of Willacy and County of Hidalgo for the completion of a bridge expansion along H W County Line Road (A.K.A. 1st Street, County Road 333).

2. Acceptance and approval of the Interlocal Cooperation Agreement Project pursuant to the approval of the Interlocal Agreement as stated above.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1336-431-00-121-041-0-711

FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pending Transfer (AI 39799)

Estimated cost of ROW: \$10,000.00

Attachments

legal
agreement
project agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	07/18/2013 08:33 AM
Olga Garza	Olga Garza	07/19/2013 01:40 PM
Purchasing Department	Monica Badillo	07/19/2013 05:24 PM
Form Started By: Katia Garcia		Started On: 07/16/2013 01:32 PM
	Final Approval Date: 07/19/2013	