



# COMMISSIONERS COURT COMMUNICATION

AGENDA DATE : July 9, 2012

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO  
(IF APPLICABLE): KK-12-0258

**SUBJECT:** Approve and authorize the County Judge to sign the Resolution and Interlocal agreement with Horizon City of installation of sidewalks as part of the Safe Routes to School grant. There is no cost to the County.

**BACKGROUND/DISCUSSION OF TOPIC:** To include statutory requirement, operational impact, or performance goal.

Horizon City applied for and was awarded a grant for installation of sidewalks as part of the Safe Routes to School project. Ashford Drive is located at the West end of their city limits, but the area where the sidewalks are to be located are in the County.

**FISCAL IMPACT:** \$0.00

**PRIOR COMMISSIONERS COURT ACTION (IF ANY):**

**RECOMMENDATION:** Approval

## **COUNTY ATTORNEY APPROVAL**

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY:

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE:

SUBMITTED BY:

Ernesto Carrizal III, P.E. Public Works Director. Public Works Dept. 915-546-2015

**Ernie Carrizal**

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**From:** Janet Monteros  
**Sent:** Monday, July 02, 2012 4:40 PM  
**To:** Ernie Carrizal  
**Cc:** Alicia Vera; Josefina Vasquez  
**Subject:** RE: County Interlocal -- KK-12-0258 -- Horizon City -- Safe Routes to School -- Sidewalk Installation: Ashford Drive  
**Attachments:** k120258 Horizon city sidewalk.docx

KK-12-0258

Contract Description: Horizon City -- Safe Routes to School -- Sidewalk Installation:  
Ashford Drive

**COUNTY ATTORNEY ACTION\*\***

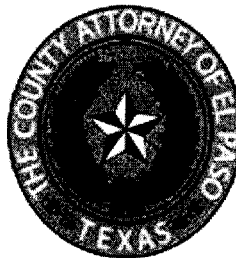
**\*\*Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

\_\_\_\_\_ Approved as to Form as Submitted  
\_\_\_\_\_ X \_\_\_\_\_ Approved as to Form with Amendments/Modifications/Reservations Noted Below\*  
\_\_\_\_\_ Not Approved

\*1) Horizon City attorney changes accepted

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

**Janet Monteros**  
**Assistant County Attorney**



JANET I. MONTEROS, ASSISTANT COUNTY ATTORNEY

**RESOLUTION**

A RESOLUTION by the County of El Paso, Texas acting by and through its governing body the El Paso County Commissioners Court ("Commissioners") authorizing the execution of an Inter-local Agreement with the Horizon City acting by and through its governing body the City Council ("Horizon Council") for the installation and maintenance of sidewalks on Ashford Drive for the safety of school children and other pedestrians as well as bicyclists, all located within Horizon City in El Paso County, Texas, and approving said project.

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, Commissioners find that the approval of said project and said Agreement is in the public interest and will increase the efficiency and effectiveness of county government;

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF EL PASO COUNTY, TEXAS:

1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by Commissioners and made a part hereof for all purposes.
2. Commissioners approve of the project described above and authorize an Inter-local Agreement to be entered into with Horizon City for the purpose of facilitating this project in substantially the form which is attached hereto and made a part of this Resolution.

ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

ATTEST:

THE COUNTY OF EL PASO

\_\_\_\_\_  
County Clerk

By \_\_\_\_\_  
County Judge Veronica Escobar

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant County Attorney

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**INTERLOCAL AGREEMENT**

This agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Horizon, Texas, hereinafter called "Horizon City", and the County of El Paso, Texas, hereinafter called "County".

**WITNESSETH:**

**Whereas**, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

**Whereas**, in July 2005, Congress passed federal legislation establishing a National Safe Routes to School program. The program was signed into law in August 2005. The Federal Highway Administration administers the Safe Routes to School program providing funds, guidance and regulations about SRTS programs; and

**Whereas**, Horizon City is a grantee of funds from the National Safe Routes to School ("SRTS") program; and

**Whereas**, such a consolidated effort in the improvement of facilities and services for safety of children walking and bicycling to school on Ashford Drive which is at the west end of the Horizon City limits and is of paramount importance to El Paso County and Horizon City. These efforts are in the best interest of the public and each party; and

**Whereas**, the County and Horizon City are political subdivisions and local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

**Whereas**, the County and Horizon City specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party; and

**Whereas**, the County and Horizon City recognize that accessibility to safe sidewalks is important to their citizens' physical and mental well being, and help provide opportunities for children to walk and bicycle to and from school safely; and

**Whereas**, combining the resources of the County and Horizon City will result in more effective and efficient functioning of each party and will increase the accessibility to safe walk areas and bicycle routes for children going to school and coming from school within the Horizon City;

**Now therefore**, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

- I. Duties of Horizon City. Horizon City will:

- A. construct all sidewalks in accordance with the location, grades and specifications outlined by the El Paso County Road and Bridge Engineering Department which are the same as applicable Horizon City regulations;
- B. determine the sidewalk location on Ashford Drive and keep records of the dimensions and locations of all sidewalks in the area; and
- C. at its sole cost and expense provide year-round maintenance of the sidewalks consistent with services provided by Horizon City at its other similar sidewalk areas;

II. Duties of the County. The County will:

- A. Agree to the installation of the sidewalks in the County right-of-way in the Ashford Drive area at the West end of the Horizon City limits; and
- B. In no event, assume any financial obligation for any services, labor, materials, and equipment use, including maintenance, under this Inter-local Agreement.

III. Hold Harmless/Liability

To the extent permitted by Texas law, each party shall hold the other party harmless from claims and causes of action arising from the negligence of the tortfeasor party. This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. Horizon City and the County shall each bear any liability or risk of loss for claims arising from any acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents and employees who are performing duties under this Agreement and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. Each party specifically will not and does not warrant the work performed, or the installation, maintenance, condition, or suitability for use or purpose of any equipment installed, conveyed, or used under this Agreement. Each party reserves and retains its sovereign immunity and governmental immunity allowed by law and under the common law. Nothing in this Agreement constitutes a waiver of any immunity from litigation and liability by either the Horizon City or the County.

IV. Term and Termination.

This Agreement shall become effective upon its date of execution by the parties and shall remain in effect until January 1, 2035, provided that this Agreement shall be automatically renewed thereafter on a year to year basis and remain in effect until terminated by mutual consent of the parties or by sixty (60) days written notice to terminate by either party.

Both Horizon City and the County are political subdivisions of the State of Texas, and as such adopt their respective budgets according to State law for a period of one year. The program(s) which Horizon City is installing the sidewalks may also be subject to contingent funding from other sources. Horizon City shall make a reasonable and good faith effort to budget and allocate the funds necessary to fulfill its duties and obligations pursuant to this Agreement. In the event that sufficient funds are not included in the next annual budget or funds are cut off from other

sources, or fiscal emergency, each party may terminate this Agreement (without penalty or further payment) by giving written notice to the other party, effective immediately or on the final date of the then-current fiscal year.

At such time as this agreement terminates, the County agrees to retain the sidewalk for such period of time as the sidewalk remain in good, usable condition or until such time as the County needs to demolish the sidewalk in order to use the right-of-way for another purpose that cannot accommodate the sidewalk, whichever occurs first. At such time as the County determines that the sidewalk is no longer in a good, usable condition or the County needs to demolish the sidewalk for another purpose that cannot accommodate the sidewalk, the County may take whatever action it deems appropriate regarding the sidewalk at the County's discretion and expense.

Notice shall be made to:

The County: County Judge  
County of El Paso  
500 E. San Antonio, Suite 301  
El Paso, Texas 79901

Horizon Town of Horizon City, Texas  
Attn: Mayor  
14999 Darrington Rd.,  
Horizon City, Texas 79928

V. Miscellaneous.

- A. This Agreement is entered into in El Paso County, Texas and venue for the enforcement of this Agreement shall lie in El Paso County, Texas.
- B. This document expresses the entire understanding between the parties and shall not be amended or modified except by written instrument signed by the parties.
- C. This Agreement may not be assigned by either party in whole or in part.
- D. In the event any portion of this Agreement shall be found to be invalid or unenforceable, the remaining terms and conditions shall be severed and shall remain in full force and effect.

**Witness** the following signatures and seals:

ATTEST:

THE COUNTY OF EL PASO

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Judge VERONICA ESCOBAR

ATTEST:

TOWN OF HORIZON CITY

\_\_\_\_\_  
Horizon City Clerk

\_\_\_\_\_  
Mayor: WALTER MILLER

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Elaine S. Hengen  
Assistant City Attorney