

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MCALLEN, CITY OF PALMHURST, CITY OF ALTON, AND HIDALGO COUNTY, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO SHARY ROAD (FM 494) FROM FM 1924 (MILE 3) TO SH 107.

THIS agreement is made on this the _____ day of _____, 20__ by and between the CITY OF MCALLEN, TEXAS, hereinafter referred to as "MCALLEN", the CITY OF PALMHURST, TEXAS, hereinafter referred to as "PALMHURST", the CITY OF ALTON, TEXAS, hereinafter referred to as "ALTON", 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, MCALLEN, PALMHURST, and ALTON are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, MCALLEN, PALMHURST and ALTON are cities created under the laws of Texas;

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

WHEREAS, MCALLEN, PALMHURST, ALTON & COUNTY desire to cooperate in making needed transportation improvements to Shary Rd. (FM 494) from FM 1924 (Mile 3) to SH 107;

WHEREAS, MCALLEN, PALMHURST, ALTON & COUNTY agree it is essential to develop this very important corridor, which is in much need of improvements, specifically, in need of adding capacity for increased safety;

WHEREAS, MCALLEN, PALMHURST, ALTON & COUNTY agree that the project will be divided as follows:

1. Section I - From SH 107 south to FM 676 (Mile 5)
2. Section II - From FM 676 (Mile 5) to FM 1924 (Mile 3);

WHEREAS, MCALLEN, PALMHURST, ALTON & COUNTY agree to clear Section I and Section II environmentally and complete the schematic for approval by TxDOT and FHWA;

WHEREAS, MCALLEN, PALMHURST, ALTON & COUNTY agree to acquire the needed Right-of-Way and adjust the compensable utilities for Section I of this project in support of TxDOT's construction plans (reference Exhibit A);

WHEREAS, the COUNTY will be the fiduciary agent for this project and assume the role of project development lead;

WHEREAS, the COUNTY desires to complete project development activities for Section I and Section II, which includes the Environmental Assessment, Public Involvement, and Schematic for this project;

WHEREAS, the COUNTY desires to complete Design Surveys, ROW Mapping, ROW Acquisition, ROW (land cost) and Compensable Utility Adjustments for Section I of this project;

WHEREAS, MCALLEN, PALMHURST, ALTON & COUNTY will cooperatively seek to fund the construction and ROW cost of this project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT;

WHEREAS, the costs for Environmental Assessment, Public Involvement, Schematic, Design Surveys, ROW Mapping, and ROW Acquisition are fixed costs;

WHEREAS, the costs for ROW (land cost) and Compensable Utility Adjustments are based on estimated costs and will not be finalized until the land is purchased and utilities are adjusted;

WHEREAS, the total project development cost is estimated to be \$1,905,897 of which COUNTY will contribute an estimated amount of \$1,477,238.26;

WHEREAS, MCALLEN desires to cooperate by contributing an amount of \$229,888.08 to COUNTY toward the project development activities;

WHEREAS, PALMHURST desires to cooperate by contributing an amount of \$141,593.75 to COUNTY toward the project development activities;

WHEREAS, ALTON desires to cooperate by contributing an amount of \$57,176.91 to COUNTY toward the project development activities;

WHEREAS, MCALLEN, PALMHURST, ALTON & COUNTY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government 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; and

WHEREAS, MCALLEN, PALMHURST & ALTON agree to support the proposition that COUNTY assume the role as project sponsor to develop the Environmental Assessment, Public Involvement, Schematic, Design Surveys, ROW Mapping, ROW Acquisition, ROW (land cost) and Compensable Utility Adjustment aspects of the Road project within each respective City's limits.

NOW, THEREFORE, MCALLEN, PALMHURST, ALTON & COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. COUNTY agrees to complete the project development, which includes the Environmental Assessment, Public Involvement, Schematic, Design Surveys, ROW Mapping, ROW Acquisition, ROW (land cost) and Compensable Utility Adjustment services more particularly described in that portion of Exhibit B attached hereto and made a part hereof for all purposes that relate to said activities.
2. The Road at various points, passes through the jurisdiction of MCALLEN, PALMHURST, and ALTON and forms a connecting link or integral part of the regional transportation system and County roads.
3. The total project development cost will be an estimated \$1,905,897 of which COUNTY will contribute an estimated amount of \$1,477,238.26.
4. MCALLEN agrees to contribute on or before December 1, 2013 an amount of \$229,888.08 to COUNTY toward the project development, payable by MCALLEN to COUNTY on MCALLEN'S execution of this agreement.
5. PALMHURST agrees to contribute on or before December 1, 2013 an amount of \$141,593.75 to COUNTY toward the project development, payable by PALMHURST to COUNTY on PALMHURST's execution of this agreement.
6. ALTON agrees to contribute on or before December 1, 2013 an amount of \$57,176.91 to COUNTY toward the project development, payable by ALTON to COUNTY on ALTON'S execution of this agreement.
7. 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.
8. **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 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 the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
9. **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.

10. 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 agreement 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 Mission, McAllen and County, and not otherwise.

11. 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.

12. Notice: Except as maybe 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 McAllen: City of McAllen
Attention: Jim Darling, Mayor
1300 Houston Avenue
McAllen, Texas 78501

If to Palmhurst: City of Palmhurst
Attention: Ramiro Rodriguez, Mayor
4417 N. Shary Road
Palmhurst, Texas 78573

If to Alton: City of Alton
Attention: Salvador Vela, Mayor
509 S. Alton Blvd.
Alton, Texas 78573

If to County: Hidalgo County, Texas
Attn: Honorable Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

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

12. 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.
13. **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.
14. **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.
15. **Assignment:** This Agreement shall not be assignable.
16. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
17. **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 as often as may be appropriate.
18. **Authority to Execute:** The execution and performance of this Agreement by the Mission, McAllen and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Cities and County in accordance with its terms.
19. **Governmental Purpose:** Each party hereto is entering into the 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.
20. **Commitment or 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.

21. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code 791.014 is evidenced by the attached herein.

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



CITY OF MCALLEN

By: *Jim Darling*
Jim Darling, Mayor

ATTEST:

Annita Villanueva
City Secretary



CITY OF PALMHURST

By: *Ramiro J. Rodriguez*
Ramiro Rodriguez, Mayor

ATTEST:

Clara O'Pea
City Secretary

CITY OF ALTON

By: *Salvador Vela*
Salvador Vela, Mayor

ATTEST:

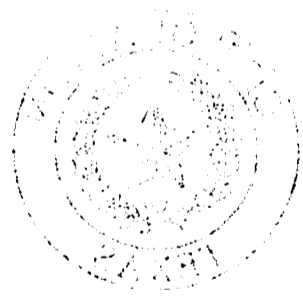
Baudelia Rojas CPM
City Secretary



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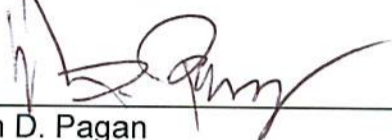
COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge


ATTEST:

County Clerk

APPROVED AS TO FORM:

By:  _____
Kevin D. Pagan
McAllen City Attorney

APPROVED AS TO FORM:

By:  _____
Darrell Davis
Palmhurst City Attorney

APPROVED AS TO FORM:

By:  _____
Rick Gonzalez
Alton City Attorney

APPROVED AS TO FORM:

By: _____
Stephen L. Crain
Hidalgo County Attorney

STATE OF TEXAS §
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**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 regarding certain road improvements to Shary Road (FM 494) from FM 1924 (Mile 3) to SH 107 (the "Road"), a section which is in part within the city limits of said Cities and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of McAllen, City of Palmhurst City of Alton, Texas, and Hidalgo County.

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, L.L.P.

By: _____
Stephen L. Crain

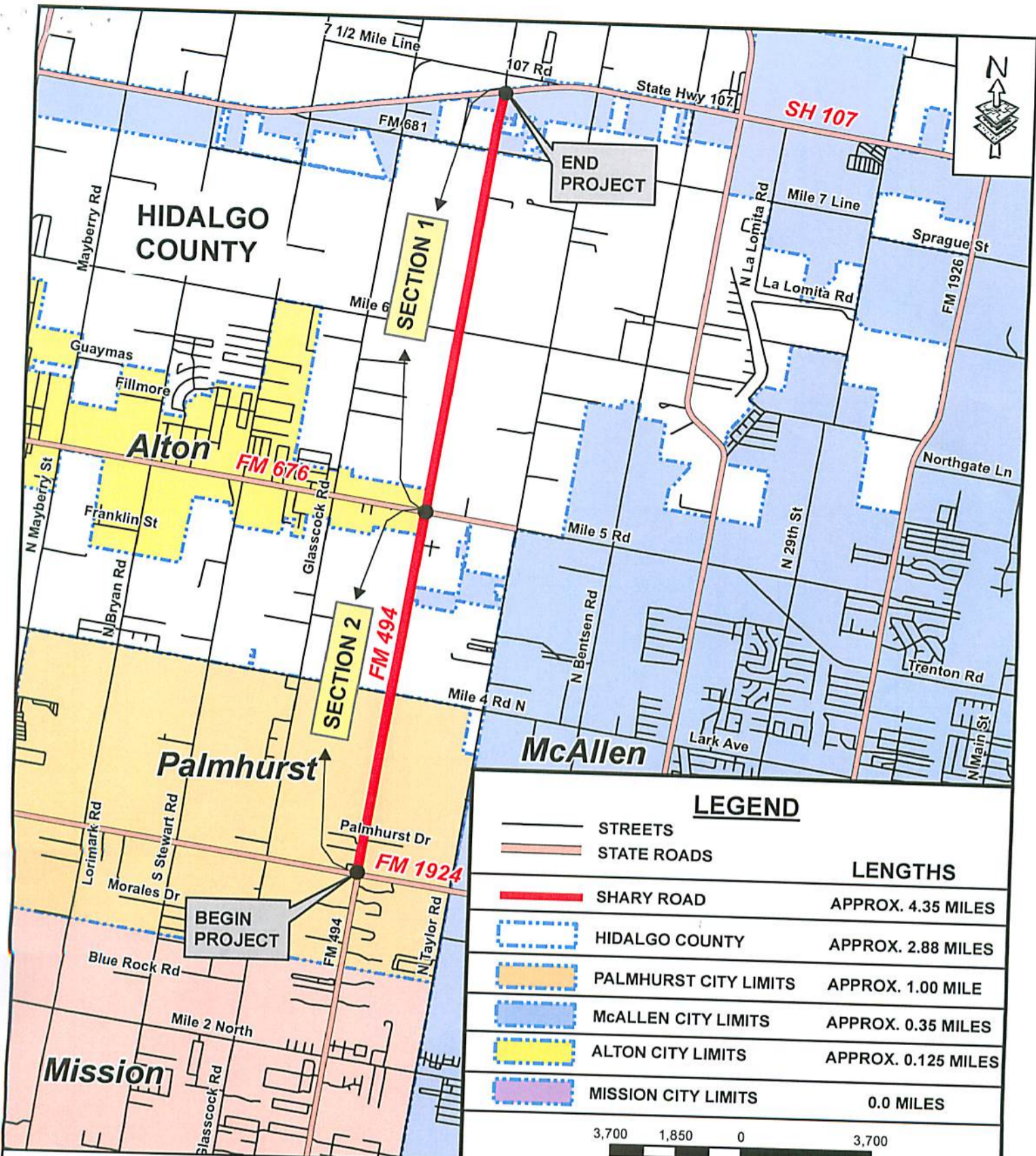


EXHIBIT A

**SHARY ROAD (FM 494)
LOCATION MAP
FROM FM 1924 (MILE 3) TO SH 107
APPROX. PROJECT LENGTH 4.35 MILES**



L&G Engineering
Highway/Civil • Structural/Bridge
Environments • Geotechnical
Construction Material Testing
Right-of-Way Acquisition Provider Services

2100 W Expressway 83
Mercedes, TX 78570
Phone: (956) 565-5813
Fax: (956) 565-5018
Toll Free: (888) 565-5813

900 S. Stewart Rd., Ste. 9
Mission, TX 78572
Phone: (956) 565-1909
Fax: (956) 565-1927
Toll Free: (800) 565-1909

EXHIBIT "B"
ESTIMATED PRELIMINARY PROJECT COSTS
SHARY ROAD (FM 494) PROJECT
(Limits: from FM 1924 (Mile 3) to SH 107)

Mileage Breakdown:

***NOTE: Total Length includes 1/2 of the Roadway in the City of McAllen and Alton.

	SECTION I & II (4.35 Miles)		SECTION I ONLY (2.35 Miles)	
*** HIDALGO COUNTY	2.88 Miles	66%	HIDALGO COUNTY	1.968 Miles 83%
CITY OF MCALLEN	0.35 Miles	8%	CITY OF MCALLEN	0.32 Miles 14%
CITY OF PALMHURST	1.0 Miles	23%	CITY OF PALMHURST	0.0 Miles 0%
CITY OF ALTON	1.25 Miles	3%	CITY OF ALTON	0.62 Miles 3%

ROADWAY PROJECT LIMITS (SECTION 1)	SHARY ROAD (FM 494) from FM 676 (Mile 5) to SH 107					
LIMITS (SECTION 2)	from FM 1924 (Mile 3) to fm 676 (Mile 5)					
EXISTING ROADWAY SECTION	40 ft Rural					
EXISTING ROW WIDTH	65 to 100' Varies					
PROPOSED ROADWAY SECTION	4-lane divided urban					
PROPOSED ROW WIDTH SECTION 1	100' FT					
ESTIMATED CONSTRUCTION COST (SECTION 1)	\$10,675,000.00					
ESTIMATED CONSTRUCTION COST (SECTION 2)	\$9,000,000.00					
LENGTH FOR 4-LANE ROADWAY (SECTION 1)	2.35 Miles					
LENGTH FOR 4-LANE ROADWAY (SECTION 2)	2 Miles					
ESTIMATED PROJECT COSTS	STATE/MPO	* LPA	* HIDALGO COUNTY	* CITY OF MCALLEN	* CITY OF PALMHURST	* CITY OF ALTON
WORK AUTHORIZATION NO. 1 (Entire Length of Section 1 & 2)						
(FROM FM 1924 (MILE 3) TO SH 107)						
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN						
Environmental Assessment with TxDOT	\$ -	\$ 95,000.00				
Public Involvement for the project with stakeholders and 1 Public Meeting	\$ -	\$ 25,000.00				
Archeological and Historical Research	\$ -	\$ 30,000.00				
Engineering Technical Support at Public Mtgs with Layouts etc	\$ -	\$ 24,000.00				
Schematic by L&G	\$ -	\$ 293,625.00				
Hydrological Map for County use to identify outfall	\$ -	\$ 42,000.00				
Estimated Environmental Document Review Charges by TxDOT	\$ -	\$ -				
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights) for County Use	\$ -	\$ 21,000.00				
Preliminary Compensable Utilities Identification on Schematic for County Use	\$ -	\$ 18,000.00				
Update Schematic based on comments as provided by TxDOT/County for schematic and EA update w/ FHWA	\$ -	\$ 30,000.00				
Engineering Technical Support at Public Hearing with Layouts etc	\$ -	\$ 12,000.00				
Public Involvement for 1 Public Hearing	\$ -	\$ 25,000.00				
SUB-TOTAL	\$ -	\$ 615,625.00	\$ 406,312.50	\$ 49,250.00	\$ 141,593.75	\$ 18,468.75
WORK AUTHORIZATION NO. 2 (FOR SECTION I ONLY)						
(TO BE COMPLETED BY TxDOT) (SURVEYS BY LPA)						
PHASE II - PS&E and CONSTRUCTION OVERSIGHT						
Outfall Identification Preliminary Property Ownership and Hydraulics	TxDOT	\$ -				
PS&E Development (8% Engineering Fee)	TxDOT	\$ -				
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	TxDOT	\$ -				
PS&E Development for OUTFALL(S)	TxDOT	\$ -				
Permitted Utilities Coordination to adjust	TxDOT	\$ -				
ROADWAY CONSTRUCTION COST	\$10,575,000.00	\$ -				
Field Surveys for Design and Construction		\$ 112,800.00				
TxDOT Construction inspection (11%)	\$ 657,966.00	\$ -				
Eng Consultant Construction Management (18 Months)	TxDOT	\$ -				
SUB-TOTAL	\$ 11,232,966.00	\$ 112,800.00	\$ 93,624.00	\$ 15,792.00	\$ -	\$ 3,384.00
WORK AUTHORIZATION NO. 3 (FOR SECTION I ONLY)						
PHASE III - ROW Acquisition						
Complete ROW Map (Estimated 56 Parcels)		\$ 212,800.00				
Right-of-Way Costs - Acq Services @ (est. 56 Parcels @ \$13,500/Parcel Avg.)		\$ 756,000.00				
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)		\$ 84,000.00				
(2) Two High Pressure Pipelines and (2) Parallel Irrigation Easements		\$ 84,000.00				
Estimated Roadway Right-of-Way Costs (40 ft. for 2.35 Miles @ \$45/sq ft) (80/20) minus EDC 95/5	\$ 2,121,768.00	\$ 111,672.00				
COMPENSABLE UTILITY COSTS (Est 2 Pipeline Crossings at \$130,000 ea to lower and encase)	\$ 247,000.00	\$ 13,000.00				
SUB-TOTAL	\$ 2,368,768.00	\$ 1,177,472.00	\$ 977,301.76	\$ 164,846.08	\$ -	\$ 35,324.16
TOTAL	\$ 13,601,734.00	\$ 1,905,897.00	**\$1,477,238.26	**\$229,888.08	**\$141,593.75	**\$57,176.91

* Local Public Agencies (LPA)
** Estimated Cost Based on Percentage of Road

Work Authorization No. 1 (Phase I)	FY 13	\$ 615,625.00	NOT ISSUED
Work Authorization No. 2 (Phase II)	FY 13	\$ 112,800.00	NOT ISSUED
Work Authorization No. 3 (Phase III)	FY 15	\$ 1,052,800.00	NOT ISSUED

LOCAL PUBLIC AGENCY:	SECTION I & II	SECTION I ONLY	TOTAL
Estimated County Cost:	\$ 406,312.50	\$ 1,070,925.76	\$ 1,477,238.26
Estimated City of McAllen Cost:	\$ 49,250.00	\$ 180,638.08	\$ 229,888.08
Estimated City of Palmhurst Cost:	\$ 141,593.75	\$ -	\$ 141,593.75
Estimated City of Alton Cost:	\$ 18,468.75	\$ 38,708.16	\$ 57,176.91
Estimated Total Project LPA Cost:	\$ 615,625.00	\$ 1,290,272.00	\$ 1,905,897.00

COMBINED TOTAL ESTIMATED PROJECT COST FOR SECTION I & II:	\$ 15,507,631.00	12%
ESTIMATED COUNTY OR LPA (LOCAL PUBLIC AGENCY) COSTS NOT INCLUDED IN WORK AUTHORIZATIONS	\$ 124,672.00	
State Estimated Costs		
LPA Estimated Costs		