

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

THIS AGREEMENT is made effective as of the day of, 2014 by and between **HIDALGO COUNTY** , hereinafter referred to as the “County”, and **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, hereinafter referred to as the “RMA”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County is a political subdivision initially created under the provisions of Article III, Section 52, of the Texas Constitution, pursuant to an election held within the territory affected, on April 9, 1908, and subsequently converted to be operated under the provisions of Article XVI, Section 59 thereof, to address drainage and flooding planning and construction in Hidalgo County (the “County”);

WHEREAS, the RMA is a regional mobility authority created and operating under Chapter 370, Texas Transportation Code to address mobility needs in the County;

WHEREAS, the RMA is in need of certain right-of-way acquisition services required for a proposed roadway (collectively, the “Right of Way Services”), as further described in Exhibit B attached hereto;

WHEREAS, a portion of the proposed roadway for which the Right of Way Acquisition Services are proposed is located within the County and by partnering through this Agreement, the parties will be able to share expenses and economics in delivering the proposed services;

WHEREAS, the County, through its own forces or third party contractors is available and willing to assist the RMA by providing such Right of Way Acquisition Services to the RMA;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable; and

WHEREAS, the County and the RMA are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the “Act”), which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the County and the RMA, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. RMA Responsibilities.

- A. The RMA will provide to the County a right of way strip map indicating where right of way acquisition services are required. The right of way strip map for said roadway will be provided in a timely manner as to allow the County sufficient time to acquire right of way as required by the RMA so as not to delay the development schedule of the RMA. Projected schedule for development of RMA projects and associated right of way acquisition date shall be attached as Exhibit A to this agreement.
- B. The RMA will provide to the County any and all maps, parcel sketches, title reports, appraisals, deeds and title commitments required by the RMA for RMA's proposed roadway relating to acquisition of right of way as specified above.
- C. The RMA, after receiving notice from the County of the approval of the RMA's right of way acquisition schedule, may issue a notice to proceed to the County for the Right of Way Acquisition Services.
- D. The RMA will approve all final offers to acquire right of way for the project and will prepare all closing documents. The RMA will also process all payments for right of way acquired.

2. County Responsibilities.

- A. County, within seven (7) days after review of information and documentation from the RMA, may request clarification and/or additional information and documents from the RMA prior to approving the RMA's acquisition schedule for the proposed roadway.
- B. County will adhere to the Texas Department of Transportation State Purchase of Right of Way Policies and Procedures during the acquisition process.
- C. County shall bill the RMA at a cost per parcel for Right of Way Acquisition Services and shall be attached as Exhibit B.
- D. Upon receipt of a written notice to proceed by the RMA, the County shall begin performing the Right of Way Acquisition Services for the RMA.,

- E. On or before the 15th day of each month, County shall provide the RMA with a monthly progress report of the preceding month, including all activities carried out in pursuit of this Agreement.

3. Payment for Services.

- A. The County shall present aRight of Way Acquisition Services costs to the RMA on a periodic basis for payment. The cost for the services shall be on a per parcel basisand shall be reimbursed to the County by the RMA within 30 days of receipt of the payment request.

4. Term and Termination.

- A. This Agreement shall be for a period of two (2) years after the date first written above and may be renewed for three (3) additional one (1) year terms under the same terms and conditions upon written agreement between the parties.
- B. Should either party elect to terminate this Agreement prior to the end of the term and before the Engineering Services and Construction Services are complete, the County shall perform a final reconciliation upon notice of termination based on work completed through the date of such notice of termination.

5. Miscellaneous.

- A. **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 later shall prevail, but in such event the affected provision or provisions 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.
- B. **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.
- C. **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

- H. **Assignment.** This Agreement shall not be assignable.
- I. **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.
- J. **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.
- K. **Authority to Execute.** The execution and performance of this Agreement by County and the RMA have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and the RMA in accordance with its terms.
- L. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- M. **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 sixty (60) 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.
- N. **Dispute Resolution.** Any dispute between the parties concerning the services or costs hereunder shall be settled by mediation. If mediation is unsuccessful, then the parties shall go to trial in a district court in Hidalgo County under Texas State law.
- O. **Indemnification.** To the extent permitted by law, the County shall save and hold harmless the RMA and its officers and employees from all claims, liability, loss (including property damage or personal injury) and expenses incurred due to the activities of itself, its agents, its subcontractors or employees performed under this Agreement and which are caused by or result from error, omission, or negligent act, including

any violation of any statute, ordinance or regulation by the County or any person employed or engaged by the County, and the defense of any such claims, liability, action or loss. To the extent permitted by law, the RMA shall save and hold harmless the County and its officers and employees from all claims, liability, loss (including property damage or personal injury), and expenses incurred due to the activities of itself, its agents, its subcontractors or employees performed under this Agreement and which are caused by or result from error, omission, or negligent act, including any violation of any statute, ordinance or regulation by the RMA or any person employed or engaged by the RMA, and the defense of any such claims, liability, action or loss.

[signatures to follow]

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

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson, Chair of
Board of Directors

Ramon

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

Dates of Completion of Right of Way (ROW) Acquisition for US 281/Military Highway Overpass, State Highway 365 and International Bridge Trade Corridor Projects

<u>ROW Description</u>	<u>Date of Completion for ROW Acquisition</u>
BSIF Connector – X Parcels	August 31, 2014
US 281/Military Highway Overpass Project – 29 Parcels	August 31, 2014
State Highway 365 Project – 273 Parcels	December 31, 2015
International Bridge Trade Corridor Project – 140 Parcels	June 30, 2015

EXHIBIT B

RIGHT OF WAY ACQUISITION SERVICES

The County shall provide Right of Way Agents to the RMA that will provide services in accordance with the procedures in the Texas Department of Transportation Right of Way Manuals and such services shall be billed as noted below:

1. ROW Agent Services will be billed by the County at a fixed rate of \$1,805.00 per parcel acquired.