

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MISSION, CITY OF MCALLEN, AND HIDALGO COUNTY, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO TAYLOR RD. FROM US83 EXPRESSWAY NORTH TO 1300 – FT. NORTH OF DOVE.

THIS agreement is made on this the 27th day of Aug, 2013 by and between the CITY OF MISSION, TEXAS, hereinafter referred to as “MISSION”, the CITY OF MCALLEN, TEXAS, hereinafter referred to as “MCALLEN”, 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, Mission & McAllen are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, both Mission & McAllen are cities created under the laws of Texas;

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

WHEREAS, Mission, McAllen & County desire to cooperate in making needed transportation improvements to Taylor Rd. from US 83 Expressway North to 1300-ft. North of Dove St (the “Road”);

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

WHEREAS, Mission desires to complete Phase I of the project development, which includes the Environmental Assessment, Public Involvement & Schematic services for this project;

WHEREAS, Mission, McAllen & 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 total Phase I project development cost will be \$1,170,000 of which Mission will contribute \$390,000;

WHEREAS, McAllen desires to cooperate by contributing a fixed lump sum amount of \$390,000 to Mission toward the development of the Phase I portion of the project;

WHEREAS, County desires to cooperate by contributing a fixed lump sum amount of \$390,000 to Mission toward the development of the Phase I portion of the project;

WHEREAS, Mission, McAllen & 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 agrees to support the proposition that Mission assume the role as project sponsor to develop the Environmental Assessment, Public Involvement & Schematic aspects of the Road project within McAllen's limits.

NOW, THEREFORE, Mission, McAllen & County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Mission agrees to complete Phase I of the project development, which includes the Environmental Assessment, Public Involvement & Schematic services more particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phase I.
2. The Road at various points passes through the jurisdiction of Mission and McAllen and forms a connecting link or integral part of the regional transportation system and County roads.
3. The total Phase I project development cost will be \$1,170,000 of which Mission will contribute \$390,000.
4. McAllen agrees to contribute a fixed lump sum amount of \$390,000 to Mission toward the development of the Phase I portion of the project, payable by McAllen to Mission on McAllen's execution of this agreement.
5. County agrees to contribute a fixed lump sum amount of \$390,000 to Mission toward the development of the Phase I portion of the project, payable by County to Mission on County's execution of this agreement.
6. 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.

7. **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.
8. **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.
9. **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.
10. **TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**
11. **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 Mission: City of Mission
Attention: Norberto "Beto" Salinas, Mayor
1201 E. 8th St.
Mission, Texas 78572

If to McAllen: City of McAllen
Attention: Jim Darling, Mayor
1300 Houston Avenue
McAllen, Texas 78501

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

With copies to: Joseph Palacios, Commissioner, Precinct No. 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542

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 MISSION

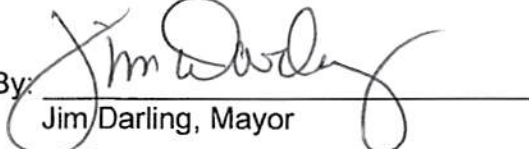
By: 
 Norberto "Beto" Salinas, Mayor



ATTEST:


 City Secretary

CITY OF MCALLEN

By: 
 Jim Darling, Mayor



ATTEST:


 City Secretary (Annette Villarreal)



COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:
[Signature]
County Clerk

Approved by Commissioners' Court
on 8-27-13 [Signature]

APPROVED AS TO FORM:

By: [Signature]
David H. Guerra
Mission City Attorney

APPROVED AS TO FORM:

By: [Signature]
Kevin D. Pagan
McAllen City Attorney

APPROVED AS TO FORM:

Atlis, Hill + Rodriguez, LLP
By: [Signature]
Stephen L. Crain
Hidalgo County Attorney

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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 Taylor Rd. from US83 Expressway North to 1300-ft. North of Dove (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 Mission, City of McAllen, Texas, and Hidalgo County.

By vote on _____ 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 8-27-13 *js*

APPROVED AS TO FORM:

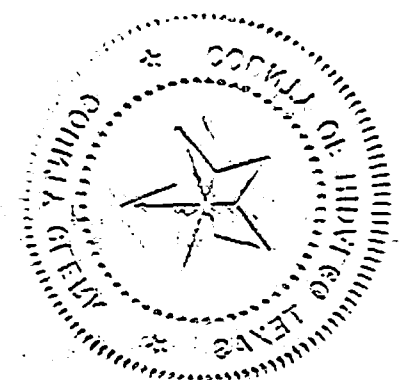
Atlas & Hall, L.L.P.

By: *SLC*
Stephen L. Crain

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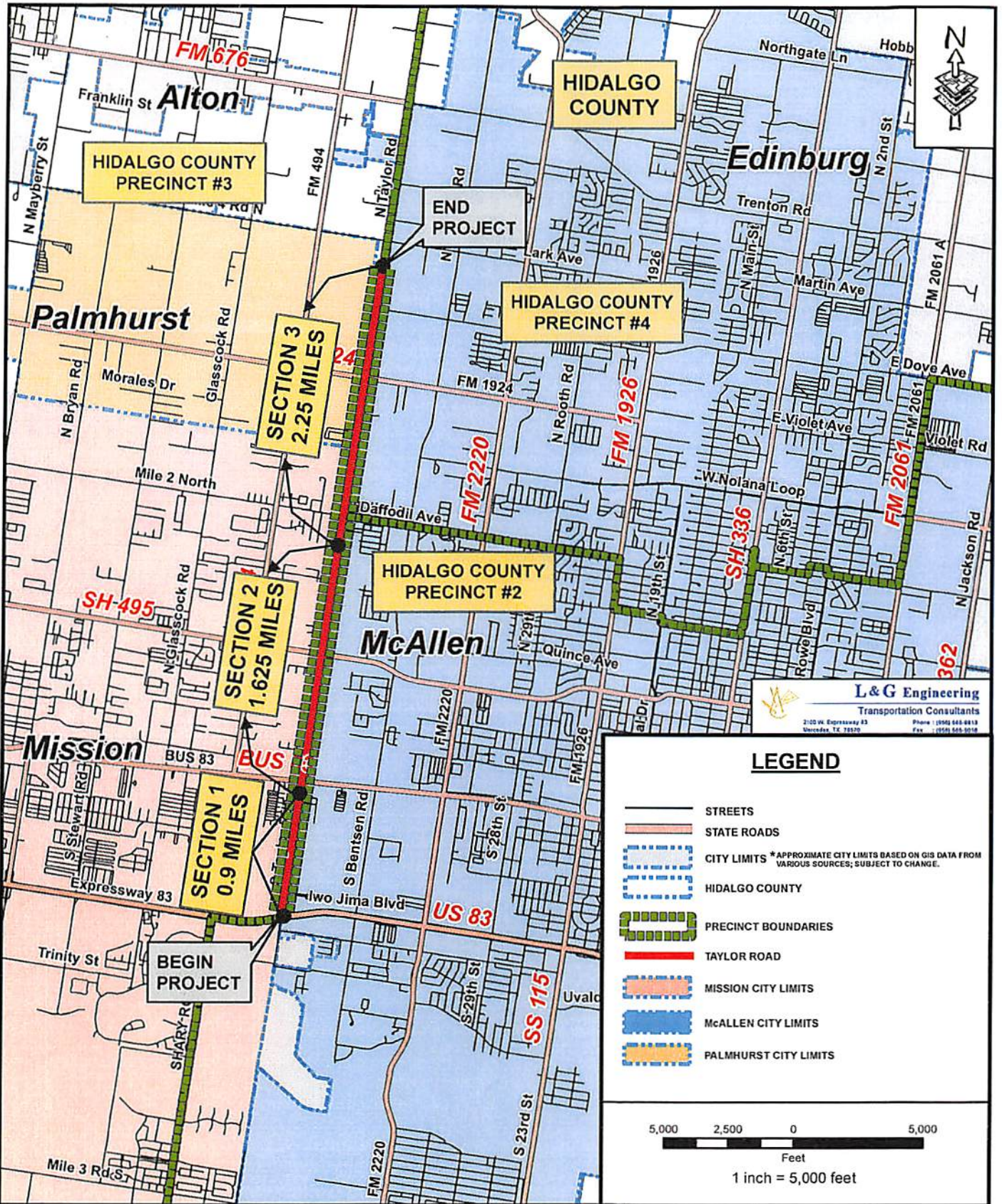
EXHIBIT "A"
TAYLOR ROAD PROJECT
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	TAYLOR ROAD	
LIMITS:(SECTION 1).....	from US83 Expressway N to 400-ft S of Business 83	
LIMITS:(SECTION 2).....	from 400-ft S of Business 83 to 1900-ft S of Mile 2	
LIMITS:(SECTION 3).....	from 1900-ft. S of Mile 2 to 1300-ft N of Dove	
EXISTING ROADWAY SECTION:	40-ft Rural	
EXISTING ROW WIDTH:	65' to 100' Varies	
PROPOSED ROADWAY SECTION:	4-lane divided urban	
PROPOSED ROW WIDTH: SECTION 1,2&3.....	60-FT	
ESTIMATED CONSTRUCTION COST ... (SECTION 1) (ROADWAY ONLY).....	\$4,050,000.00	
ESTIMATED CONSTRUCTION COST ... (SECTION 2) (ROADWAY ONLY).....	\$7,312,500.00	
ESTIMATED CONSTRUCTION COST ... (3-8X8 IRRIGATION SIPHON AND 48" BYPASS) (SECTION 1).....	\$800,000.00	
ESTIMATED CONSTRUCTION COST WIDENING THE EXISTING BRIDGE... (SECTION 1).....	\$650,000.00	
ESTIMATED CONSTRUCTION COST ... (SECTION 3)(ROADWAY ONLY).....	\$10,125,000.00	
LENGTH FOR 4-LANE ROADWAY ... (SECTION 1).....	0.9 Mile	
LENGTH FOR 4-LANE ROADWAY ... (SECTION 2).....	1.625 Miles	
LENGTH FOR 4-LANE ROADWAY ... (SECTION 3).....	2.25 Miles	
ESTIMATED PROJECT COSTS	STATE / FED / MPO	* LPA
WORK AUTHORIZATION NO. 1 for Entire Length of SECTION 1, 2 & 3 (See Attached Map)		
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN		
Environmental Document with TxDOT	\$ -	\$ 178,900.00
Public Involvement for the project with stakeholders and 1 Public Meeting	\$ -	\$ 57,600.00
Archeological and Historical Research	\$ -	\$ 65,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	\$ -	\$ 31,500.00
Schematic for Roadway	\$ -	\$ 344,062.50
Hydrological Map for 3 Outfall Drain Ditches outfalls & capacities AND BRIDGE HYDRAULICS	\$ -	\$ 84,000.00
Schematic Design for 3-8X8 Siphon with 48" Steel Pipe Bypass for Irrig Dist. #1	\$ -	\$ 93,837.50
Bridge Layout for approval by TxDOT(Bridge Division), HCDD#1 And FHWA	\$ -	\$ 90,000.00
Estimated Environmental Document Review Charges by TxDOT	\$ -	\$ 55,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	\$ -	\$ 42,000.00
Preliminary Compensable Utilities Identification on Schematic	\$ -	\$ 54,000.00
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/ FHWA	\$ -	\$ 30,000.00
Engineering Technical Support at Public Hearing with Layouts etc	\$ -	\$ 22,500.00
Public Involvement for 1 Public Hearing	\$ -	\$ 21,600.00
SUB-TOTAL	\$ -	\$ 1,170,000.00
WORK AUTHORIZATION NO. 2 (FOR SECTION 1 & 2 ONLY) (See Location Map)		
PHASE II - PS&E and CONSTRUCTION OVERSIGHT (SECTION 1)		
Field Surveys for Design and Construction	\$ -	\$ 57,600.00
PS&E Development Roadway (7% Engineering Fee)	\$ -	\$ 283,500.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	\$ -	\$ 66,000.00
Permitted Utilities Coordination to adjust	\$ -	\$ 100,800.00
ROADWAY CONSTRUCTION COST	\$ 3,847,500.00	\$ 202,500.00
TxDOT Construction Inspection (11%)	\$ 423,225.00	\$ 22,275.00
Eng Consultant Construction Management (18 Months)	\$ -	\$ 189,000.00
SUB-TOTAL (SECTION 1)	\$ 4,270,725.00	\$ 921,675.00
PHASE II - PS&E and CONSTRUCTION OVERSIGHT (SECTION 2)		
Field Surveys for Design and Construction	\$ -	\$ 84,000.00
PS&E Development Roadway (7% Engineering Fee)	\$ -	\$ 511,875.00
PS&E Design for Bridge Widening	\$ -	\$ 108,000.00
Geotechnical Soil Information and Scour Report for Bridge Widening for TXDOT	\$ -	\$ 60,000.00
PS&E Development for Irrigation Siphon and Irrigation Bypass	\$ -	\$ 180,000.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	\$ -	\$ 66,000.00
PS&E Development for OUTFALL	\$ -	\$ -
Permitted Utilities Coordination to adjust	\$ -	\$ 144,000.00
ROADWAY, IRRIG SIPHON AND BRIDGE WIDENING CONSTRUCTION COST	\$ 8,324,375.00	\$ 438,125.00
TxDOT Construction Inspection (11%)	\$ 915,681.25	\$ 48,193.75
Eng Consultant Construction Management (18 Months)	\$ -	\$ 189,000.00
SUB-TOTAL (SECTION 2)	\$ 9,240,056.25	\$ 1,829,193.75
SUB-TOTAL (SECTION 1 & 2)	\$ 13,510,781.25	\$ 2,750,868.75
WORK AUTHORIZATION NO. 3 (FOR SECTION 1 & 2 ONLY) (See Location Map)		
PHASE III - ROW Acquisition (SECTION 1)		
Complete ROW Map (Estimated 31 Parcels)	\$ -	\$ 117,800.00
Right-of-Way Costs - Acq.Services @ (est. 31 Parcels @ \$13,500/Parcel Avg.)	\$ -	\$ 418,500.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	\$ -	\$ 162,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 1.36 Ac. @ \$8.0/ sq ft) (80/20) minus EDC 95/5	\$ 379,146.24	\$ 94,786.56
COMPENSABLE UTILITY COSTS	\$ 208,000.00	\$ 52,000.00
SUB-TOTAL (SECTION 1)	\$ 587,146.24	\$ 845,086.56
PHASE III - ROW Acquisition (SECTION 2)		
Complete ROW Map (Estimated 52 Parcels)	\$ -	\$ 197,600.00
Right-of-Way Costs - Acq.Services @ (est. 52 Parcels @ \$13,500/Parcel Avg.)	\$ -	\$ 702,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	\$ -	\$ 162,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 117,000 sq ft @ \$8.0/ sq ft) (80/20) minus EDC 95/5	\$ 748,800.00	\$ 187,200.00
COMPENSABLE UTILITY COSTS	\$ 208,000.00	\$ 52,000.00
SUB-TOTAL (SECTION 2)	\$ 956,800.00	\$ 1,300,800.00
SUB-TOTAL (SECTION 1 & 2)	\$ 1,543,946.24	\$ 2,145,886.56
ESTIMATED TOTAL	\$ 15,054,727.49	\$ 6,068,755.31

Work Authorization No. 1 (Phase I)	FY 13	\$ 1,115,000.00	NOT ISSUED
Work Authorization No. 2 (Phase II- Section 1 & 2)	FY 14	\$ 2,039,775.00	NOT ISSUED
Work Authorization No. 3 (Phase III - Section 1 & 2)	FY 15	\$ 1,759,900.00	NOT ISSUED

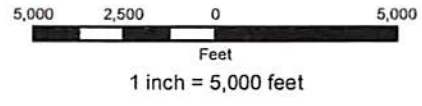
ESTIMATED LPA (LOCAL PUBLIC AGENCY) COSTS NOT INCLUDED IN WORK AUTH.	\$ 1,152,080.31
COMBINED TOTAL ESTIMATED PROJECT COST FOR SECTION I & II:	\$ 21,121,482.80

State/Federal Estimated Costs
LPA Estimated Costs



LEGEND

- STREETS
- STATE ROADS
- CITY LIMITS *APPROXIMATE CITY LIMITS BASED ON GIS DATA FROM VARIOUS SOURCES; SUBJECT TO CHANGE.
- HIDALGO COUNTY
- PRECINCT BOUNDARIES
- TAYLOR ROAD
- MISSION CITY LIMITS
- McALLEN CITY LIMITS
- PALMHURST CITY LIMITS



**TAYLOR RD
LOCATION MAP**

FROM N OF US EXP 83 TO 1300' N. OF DOVE
APPROX. PROJECT LENGTH 4.8 MILES

