

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MISSION, CITY OF MCALLEN, AND HIDALGO COUNTY, TEXAS CONCERNING CERTAIN PHASE II IMPROVEMENTS TO TAYLOR RD. FROM US83 EXPRESSWAY NORTH TO MILE 2 N.

THIS agreement is made on this ____ day of _____, 2015 by and among 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, both MISSION and MCALLEN are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, both MISSION and MCALLEN are cities created under the laws of Texas;

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

WHEREAS, Taylor Road from US 83 Expressway North to Mile 2 N, which traverses within the jurisdictions of MISSION and MCALLEN and is a vital North-South road within the COUNTY that is an interconnecting link to the COUNTY roadway system and is in need of expansion to a four lane roadway facility; (the "Road");

WHEREAS, The Hidalgo County Metropolitan Planning Organization (HCMPO) approved their out of cycle highway Transportation Improvement Plan (TIP) and Metropolitan Transportation Plan (MTP) Amendments revising the previously approved limits "From US 83 Expressway North to 1300 – FT. North of Dove" into two (2) Projects, Section #1 Taylor Road: From US 83 to Bus 83 and Section #2 Taylor Road: From Bus 83 to Mile 2 N" and authorized Category 7 Federal Funds to be allocated towards construction, ROW and compensable utilities, as well as construction engineering costs of Section #1 and Section #2 of Taylor Road;

WHEREAS, MISSION, MCALLEN, and COUNTY agree with dividing the Taylor Road Project into Two (2) Project Sections and revising the Project limits;

WHEREAS, MISSION, will continue to be the fiduciary agent for these two (2) projects and assume the role of project development lead;

WHEREAS, MISSION desires to complete Phase II of the project development for Section # 1 and Section #2, which includes Field Surveys, Right-of-Way Map, Plans, Specifications and Estimate (PS&E);

WHEREAS, the total Phase II projects development cost will be \$2,515,771.61 for both Section #1 and Section #2 of which MISSION will contribute \$838,590.53;

WHEREAS, MCALLEN desires to cooperate by contributing a fixed lump sum amount of \$838,590.54 to MISSION toward the development of the Phase II for both Section #1 and Section #2 of the projects;

WHEREAS, COUNTY desires to cooperate by contributing a fixed lump sum amount of \$838,590.54 to MISSION toward the development of the Phase II for both Section #1 and Section #2 of the projects;

WHEREAS, MISSION, MCALLEN and 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

NOW, THEREFORE, MISSION, MCALLEN and COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. MISSION agrees to complete Phase II for both Section #1 and Section #2 of the project development, which includes the Field Surveys, Right-of-Way Map, Plans, Specifications and Estimate (PS&E) for this project more particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phase II.
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 of the COUNTY roads.
3. The previously approved limits "From US 83 Expressway North to 1300 – FT. North of Dove" is revised into two (2) Projects, Section #1 Taylor Road: From US 83 to Bus 83 and Section #2 Taylor Road: From Bus 83 to Mile 2 N"
4. The total Phase II for both Section #1 and Section #2 project development cost will be \$2,515,771.61 of which MISSION will contribute \$838,590.53.
5. MCALLEN agrees to contribute a fixed lump sum amount of \$838,590.54 to MISSION toward the development of the Phase II for both Sections #1 and #2 of the project, payable by MCALLEN to MISSION at time of execution of this Agreement.
6. COUNTY agrees to contribute a fixed lump sum amount of \$838,590.54 to MISSION toward the development of the Phase II for both Sections #1 and #2 of the project, payable by COUNTY to MISSION at time of 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 OBLIGATIONS 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 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

Copies to: Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
300 W Hallacres Ste G
Pharr, Texas 78577

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. Following completion of construction of the Road each party hereto shall maintain the road within their respective jurisdictions where applicable.

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

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

County Clerk

APPROVED AS TO FORM:
Jones, Galligan, Key & Lozano, L.L.P.

By: _____
Robert L. Galligan
Mission Interim City Attorney

APPROVED AS TO FORM:

By: _____
Kevin D. Pagan
McAllen City Attorney

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

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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 Phase II road improvements to Taylor Rd. from US83 Expressway to Mile 2 North (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 _____ 2015, 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 & Rodriguez, L.L.P.

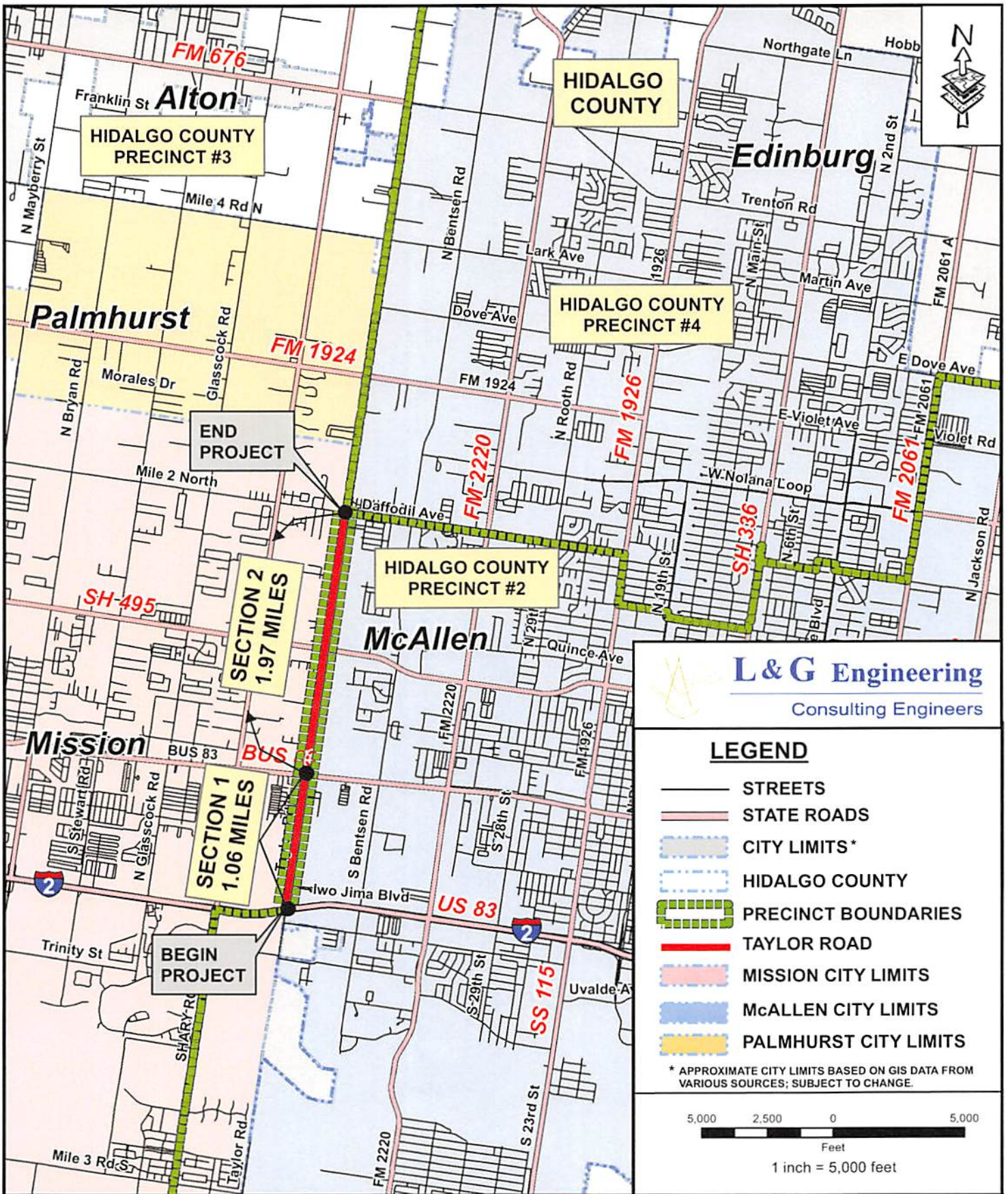
By: _____
Stephen L. Crain

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

ROADWAY PROJECT	TAYLOR ROAD		
LIMITS(SECTION 1)	from US83 Expressway N to Business 83		
LIMITS(SECTION 2)	from Business 83 to Mile 2 North		
LIMITS(SECTION 3)	from Mile 2 North to 1300 Ft North of Dove Street		
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	80-FT		
ESTIMATED CONSTRUCTION COST(SECTION 1) (ROADWAY ONLY)	\$4,500,000.00		
ESTIMATED CONSTRUCTION COST(SECTION 2) (ROADWAY ONLY)	\$8,865,000.00		
ESTIMATED CONSTRUCTION COST(3-8x8 IRRIGATION SIPHON AND 48" BYPASS) (SECTION 2)	\$800,000.00		
ESTIMATED CONSTRUCTION COST WIDENING THE EXISTING BRIDGE(SECTION 2)	\$650,000.00		
LENGTH FOR 4-LANE ROADWAY(SECTION 1)	1.06 Miles		
LENGTH FOR 4-LANE ROADWAY(SECTION 2)	1.97 Miles		
	ESTIMATED % LOCAL COST	TOTAL ESTIMATED PROJECT COST	ESTIMATED LOCAL COST
ESTIMATED PROJECT COSTS			
WORK AUTHORIZATION NO. 1 for Entire Length of SECTION 1, 2 & 3 (NOTE: Section 3 removed in Second Public Mtg -See Attached Map)			
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Environmental Document with TxDOT	100%	\$ 178,900.00	\$ 178,900.00
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	\$ 57,600.00	\$ 57,600.00
Archaeological and Historical Research	100%	\$ 65,000.00	\$ 65,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	\$ 31,500.00	\$ 31,500.00
Schematic for Roadway	100%	\$ 344,062.50	\$ 344,062.50
Hydrological Map for 3 Outfall Drain Ditches outfalls & capacities AND BRIDGE HYDRAULICS	100%	\$ 84,000.00	\$ 84,000.00
Schematic Design for 3-8x8 Siphon with 48" Steel Pipe Bypass for Irrig Div	100%	\$ 93,837.50	\$ 93,837.50
Bridge Layout for approval by TxDOT (Bridge Division), H&D, FT AND W	100%	\$ 90,000.00	\$ 90,000.00
Estimated Environmental Document Review Fees by TxDOT	100%	\$ 55,000.00	\$ 55,000.00
Office Surveys for Schematic (Preliminary) Identification and Property Rights)	100%	\$ 42,000.00	\$ 42,000.00
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)	100%	\$ 54,000.00	\$ 54,000.00
Update Schematic based on comments as provide by TxDOT, FHWA for schematic and EA update w/ FHWA	100%	\$ 30,000.00	\$ 30,000.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	\$ 22,500.00	\$ 22,500.00
Public Involvement for 1 Public Hearing	100%	\$ 21,600.00	\$ 21,600.00
SUB-TOTAL		\$ 1,170,000.00	\$ 1,170,000.00
WORK AUTH. NO. 2 (FOR SECTION 1 & 2 ONLY) (See Location Map)			
PHASE II - ROW Map, Surveys, PS&E (SECTION 1)			
Complete ROW Map (Estimated 44 Parcels)	100%	\$ 167,200.00	\$ 167,200.00
Field Surveys for Design and Construction	100%	\$ 57,600.00	\$ 57,600.00
PS&E Development Roadway (7% Engineering Fee)	100%	\$ 315,000.00	\$ 315,000.00
Permanent and Temporary Signal Designs	100%	\$ 17,295.12	\$ 17,295.12
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	\$ 66,000.00	\$ 66,000.00
Permitted Utilities Coordination to adjust	100%	\$ 100,800.00	\$ 100,800.00
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)	100%	\$ 54,000.00	\$ 54,000.00
SUB-TOTAL (SECTION 1)		\$ 777,895.12	\$ 777,895.12
PHASE II - ROW Map, Surveys, PS&E (SECTION 2)			
Complete ROW Map (Estimated 81 Parcels)	100%	\$ 307,800.00	\$ 307,800.00
Field Surveys for Design and Construction	100%	\$ 84,000.00	\$ 84,000.00
PS&E Development Roadway (7% Engineering Fee)	100%	\$ 620,550.00	\$ 620,550.00
Permanent and Temporary Signal Designs	100%	\$ 43,748.49	\$ 43,748.49
PS&E Design for Bridge Widening	100%	\$ 108,000.00	\$ 108,000.00
Geotechnical Soil Information and Scour Report for Bridge Widening for TXDOT	100%	\$ 60,000.00	\$ 60,000.00
PS&E Development for Irrigation Siphon and Irrigation Bypass	100%	\$ 180,000.00	\$ 180,000.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	\$ 66,000.00	\$ 66,000.00
PS&E Development for CUTFALL	100%	\$ -	\$ -
Permitted Utilities Coordination to adjust	100%	\$ 144,000.00	\$ 144,000.00
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)	100%	\$ 123,780.00	\$ 123,780.00
SUB-TOTAL (SECTION 2)		\$ 1,737,876.49	\$ 1,737,876.49
SUB-TOTAL (SECTION 1 & 2)		\$ 2,515,771.61	\$ 2,515,771.61
WORK AUTH. NO. 3 (FOR SECTION 1 & 2 ONLY) (See Location Map) PRELIMINARY ESTIMATE			
PHASE III - ROW Acquisition and Construction Oversight (SECTION 1)			
Right-of-Way Costs - Acc Services @ (est. 44 Parcels)	100%	\$ 607,200.00	\$ 607,200.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensation for Utility Adjust(s)	100%	\$ 182,000.00	\$ 182,000.00
Eng Consultant Construction Management (18 Months)	100%	\$ 189,000.00	\$ 189,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 2.25 Ac @ \$80/sq ft)	20%	\$ 754,080.00	\$ 150,816.00
COMPENSABLE UTILITY COSTS	20%	\$ 300,000.00	\$ 60,000.00
Right-of-Way State Division Review and Oversight	100%	\$ 6,000.00	\$ 6,000.00
ROADWAY CONSTRUCTION COST	1%	\$ 4,500,000.00	\$ 45,000.00
TxDOT/LPA Construction Inspection (11%)	1%	\$ 495,000.00	\$ 49,500.00
SUB-TOTAL (SECTION 1)		\$ 7,043,280.00	\$ 1,230,986.00
PHASE III - ROW Acquisition and Construction Oversight (SECTION 2)			
Right-of-Way Costs - Acc Services @ (est. 81 Parcels)	100%	\$ 1,117,800.00	\$ 1,117,800.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensation for Utility Adjust(s)	100%	\$ 243,000.00	\$ 243,000.00
Eng Consultant Construction Management (18 Months)	100%	\$ 189,000.00	\$ 189,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 3.6 ac @ \$70/sq ft)	20%	\$ 1,097,712.00	\$ 219,542.40
COMPENSABLE UTILITY COSTS	20%	\$ 300,000.00	\$ 60,000.00
Right-of-Way State Division Review and Oversight	100%	\$ 10,000.00	\$ 10,000.00
ROADWAY IRRIG SIPHON AND BRIDGE WIDENING CONSTRUCTION COST	1%	\$ 10,315,000.00	\$ 103,150.00
TxDOT/LPA Construction Inspection (11%)	1%	\$ 1,134,650.00	\$ 113,465.00
SUB-TOTAL (SECTION 2)		\$ 14,407,162.00	\$ 1,953,838.90
SUB-TOTAL (SECTION 1 & 2)		\$ 21,450,442.00	\$ 3,184,804.90
ESTIMATED TOTAL		\$ 25,136,213.61	\$ 6,870,576.51

Work Authorization No. 1 (Phase I)	FY 13	\$ 1,115,000.00	ISSUED
Work Authorization No. 2 (Phase II - Section 1 & 2)	FY 15	\$ 2,337,991.61	NOT ISSUED
Work Authorization No. 3 (Phase III - Section 1 & 2)	FY 16	\$ 2,508,000.00	ESTIMATE

TOTAL ESTIMATED COUNTY COST: **\$ 6,870,576.51**
 COMBINED TOTAL ESTIMATED PROJECT COST FOR SECTIONS I & II: **\$ 25,136,213.61**
 COUNTY COSTS NOT INCLUDED IN WORK AUTHORIZATION(S): **\$ 909,584.90**



**TAYLOR RD
LOCATION MAP**
FROM I-2 (US 83) TO MILE 2 (DAFFODIL AVE)
PROJECT LENGTH 3.03 MILES

