

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY, THE CITY OF SAN JUAN, AND THE CITY OF ALAMO, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO CESAR CHAVEZ RD. FROM NOLANA LOOP SOUTH TO BUSINESS 83.

THIS agreement is made on this _____ day of _____, 2015 by and among the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "COUNTY", the CITY OF SAN JUAN, TEXAS, hereinafter referred to as "SAN JUAN", and the CITY OF ALAMO, TEXAS, hereinafter referred to as "ALAMO" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, both SAN JUAN and ALAMO are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, both SAN JUAN and ALAMO are cities created under the laws of Texas;

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

WHEREAS, Cesar Chavez Road from Nolana Loop South to Business 83, which traverses within the jurisdictions of SAN JUAN and ALAMO 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) has identified the Cesar Chavez Road project within it's financially constrained Metropolitan Transportation Plan;

WHEREAS, COUNTY, will be the fiduciary agent for this project and assume the role of project development lead, for all phases as identified below:

- Phase I – Environmental Assessment, Public Involvement, Schematic
- Phase II – Plans, Specifications, and Estimate (PS&E)
- Phase III – ROW Acquisition Tasks

WHEREAS, the total estimated Phase I, II, & III local cost for the project is \$5,526,816.52;

WHEREAS, SAN JUAN desires to cooperate by contributing a fixed lump sum amount of \$1,000,000.00 to COUNTY toward the development of the Phase I, II, & III for the project;

WHEREAS, ALAMO desires to cooperate by contributing a fixed lump sum amount of \$1,000,000.00 to COUNTY toward the development of the Phase I, II & III for the project;

WHEREAS, COUNTY desires to cooperate by contributing the remainder of all costs required for Phase I, II & III for the project.

WHEREAS, COUNTY, SAN JUAN and ALAMO 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, ALAMO and its city council find that the improvement of Cesar Chavez serves a public purpose pursuant to the Texas Constitution, art. III, §5-a which requires that a legislature use public money for public purposes.

NOW, THEREFORE, COUNTY, SAN JUAN and ALAMO, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. COUNTY agrees to complete Phase I, II & III of the project development, which includes the Following:
Phase I Environmental Assessment, Public Involvement, Schematic,
Phase II Plans, Specifications, and Estimate (PS&E)
Phase III ROW Acquisition Tasks
and is particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phases I, II & III.
2. The Road at various points passes through the jurisdiction of SAN JUAN and ALAMO and forms a connecting link or integral part of the regional transportation system of the COUNTY roads.
3. The total Phase I, II & III for project development cost will be \$5,526,816.52.
4. SAN JUAN agrees to contribute a fixed lump sum amount of \$1,000,000.00 to COUNTY toward the development of the Phase I, II & III for the project, payable by SAN JUAN to COUNTY on or before October 1, 2015.
5. ALAMO agrees to contribute a fixed lump sum amount of \$1,000,000.00 to COUNTY toward the development of the Phase I, II & III for the project, payable by ALAMO to COUNTY at time of execution of this Agreement.
6. City of San Juan, as legal owner in common with Hidalgo County of Cesar Chavez Road in Fee Simple, agrees to retain its ownership rights as of the date of this interlocal agreement, hereby acknowledges the city of ALAMO'S investment in Cesar Chavez Road for the public purpose of improving the road to the benefit of the community.

7. The city of San Juan hereby agrees to Maintain Cesar Chavez road as a public roadway, and further agrees to maintain the improvements performed thereto, on their ownership portion of Cesar Chavez Road, as per this interlocal agreement.
8. 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.
9. **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.
10. **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.
11. **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 COUNTY, SAN JUAN and ALAMO, and not otherwise.
12. **Amendment:** This Agreement can't be amended, changed, modified, supplemented or revised unless it is evidenced in writing and signed by all parties to this agreement.
13. **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.
14. **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 San Juan: City of San Juan
Attention: Honorable San Juanita Sanchez, Mayor
709 S. Nebraska St.
San Juan, Texas 78589

If to Alamo: City of Alamo
Attention: Honorable Diana Martinez, Mayor
420 N. Tower Road
Alamo, Texas 78516

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

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

15. 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.
16. **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.
17. **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.
18. **Assignment:** This Agreement shall not be assignable.
19. **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.
20. **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.
21. **Authority to Execute:** The execution and performance of this Agreement by Hidalgo County, the City of San Juan and the City of Alamo have been

duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and Cities in accordance with its terms.

- 22. **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.
- 23. **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.
- 24. 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 SAN JUAN

By: _____
San Juanita Sanchez, Mayor

ATTEST:

City Secretary

CITY OF ALAMO

By: *Diana Martinez*
Diana Martinez, Mayor

ATTEST:

Margot Saenz
City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

County Clerk

APPROVED AS TO FORM:
Vasquez Law Firm

By: _____
Gilbert Vasquez
San Juan City Attorney

APPROVED AS TO FORM:

By: _____
Damian Orozco
Alamo 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 I, II & III road improvements to Cesar Chavez Rd. from Nolana Loop South to Business 83 (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 Hidalgo County the City of San Juan, and the City of Alamo, Texas.

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"
Cesar Chavez Rd.
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	Cesar Chavez Rd.		
SECTION I LIMITS:	from Nolana Loop South to Business 83		
EXISTING ROADWAY SECTION:	2 Lane Rural (Varies)		
EXISTING ROW WIDTH:	50' to 70' Varies		
PROPOSED ROADWAY SECTION:	4-lane urban w/o Shoulders		
PROPOSED ROW WIDTH:	80-FT		
LENGTH FOR 4-LANE ROADWAY.....	2.8 Miles		
ESTIMATED CONSTRUCTION COST ~ (ROADWAY/OUTFALL/SIGNALS).....	\$13,900,000.00		
ESTIMATED PROJECT COSTS	ESTIMATED % LOCAL COST	TOTAL ESTIMATED PROJECT COST	ESTIMATED LOCAL COST
WORK AUTHORIZATION NO. 1			
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Environmental Document for TxDOT/FHWA (18 months)	100%	\$ 174,850.00	\$ 174,850.00
Public Involvement for the project with stakeholders and 1 Public Meeting (3 Months)	100%	\$ 41,625.00	\$ 41,625.00
Archeological and Historical Research	100%	\$ 65,000.00	\$ 65,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	\$ 56,500.00	\$ 56,500.00
Schematic for Roadway (TxDOT/FHWA)	100%	\$ 225,160.00	\$ 225,160.00
Hydrological Map for Outfall Drain Ditch (HCDD#1)	100%	\$ 91,000.00	\$ 91,000.00
Schematic Design for Outfall (New Location)	100%	\$ 49,500.00	\$ 49,500.00
Estimated Environmental Document Review Charges by TxDOT	100%	\$ 80,000.00	\$ 80,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	\$ 57,000.00	\$ 57,000.00
Preliminary Compensable Utilities Identification on Schematic	100%	\$ 54,000.00	\$ 54,000.00
Update Schematic based on comments as provide by TxDOT/FHWA	100%	\$ 58,000.00	\$ 58,000.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	\$ 22,500.00	\$ 22,500.00
Public Involvement for 1 Public Hearing	100%	\$ 41,625.00	\$ 41,625.00
SUB-TOTAL		\$ 1,016,760.00	\$ 1,016,760.00
WORK AUTHORIZATION NO. 2			
PHASE II - PS&E and CONSTRUCTION OVERSIGHT			
Field Surveys for Design and Construction	100%	\$ 134,400.00	\$ 134,400.00
Geotechnical & Pavement Design for TxDOT	100%	\$ 119,000.00	\$ 119,000.00
PS&E Development Roadway (7% Engineering Fee)	100%	\$ 1,053,000.00	\$ 1,053,000.00
Update PS&E based on comments as provide by TxDOT (Pharr District and Austin Divisions)	100%	\$ 66,000.00	\$ 66,000.00
10 ~ Signal Designs & Warrants (BUS83,Carroll Rd., I2, Nebraska, FM495, Sioux Rd., Eldora, Nolana)	100%	\$ 250,000.00	\$ 250,000.00
Permitted Utilities Coordination to adjust	100%	\$ 145,800.00	\$ 145,800.00
ROADWAY CONSTRUCTION COST (80/20 minus EDC ~ Reduction to 20% Share)	2.20%	\$ 13,900,000.00	\$ 305,800.00
Local Let Construction Inspection & Testing (11%) (80/20 minus EDC Reduction to 20% Share)	2.20%	\$ 1,529,000.00	\$ 33,638.00
Direct State Costs for Review and Oversight (All Engineering Activities) (Estimated 1.2% of Construction)	100%	\$ 166,800.00	\$ 166,800.00
Eng Consultant Construction Management (18 Months)	100%	\$ 189,000.00	\$ 189,000.00
SUB-TOTAL		\$ 17,553,000.00	\$ 2,463,438.00
WORK AUTHORIZATION NO. 3			
PHASE III - ROW Acquisition			
Complete ROW Map (Estimated 77 Parcels)	100%	\$ 300,300.00	\$ 300,300.00
Right-of-Way Costs - Acq.Services @ (est. 77 Parcels @ \$13,800/Parcel Avg.)	100%	\$ 1,062,600.00	\$ 1,062,600.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	\$ 162,000.00	\$ 162,000.00
Estimated Condemnation Attorney Fee's (Est 15 ED's @ \$15,000 each)	100%	\$ 225,000.00	\$ 225,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 5.63 Ac. @ \$4.5/ sq ft) (80/20)	20%	\$ 1,103,592.60	\$ 220,718.52
Right-of-Way Costs - High Pressure Gasline Adjustment (80/20)	20%	\$ 120,000.00	\$ 24,000.00
COMPENSABLE UTILITY (Water, Sewer, Telephone, Electricity, etc.) (80/20) PRELIMINARY	20%	\$ 260,000.00	\$ 52,000.00
SUB-TOTAL		\$ 3,233,492.60	\$ 2,046,618.52
ESTIMATED TOTAL		\$ 21,803,252.60	\$ 5,526,816.52

Work Authorization No. 1 (Phase I)	FY 15	\$ 936,760.00
Work Authorization No. 2 (Phase II)	FY 16	\$ 2,296,638.00
Work Authorization No. 3 (Phase III)	FY 17	\$ 1,548,900.00
Total Work Authorization Amount		\$ 4,782,298.00

TOTAL ESTIMATED LOCAL COST: **\$ 5,526,816.52**

TOTAL ESTIMATED LOCAL PARTICIPATION BY WAY OF PERCENTAGE **25.35%**

COMBINED TOTAL ESTIMATED PROJECT COST: **\$ 21,803,252.60**

ESTIMATED LOCAL COSTS NOT INCLUDED IN WORK AUTH.: **\$ 744,518.52**