

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF HIDALGO AND CITY OF ALTON, TEXAS
CONCERNING CERTAIN IMPROVEMENTS TO
FM 676 (MILE 5) FROM SH 107 (CONWAY) TO TAYLOR ROAD**

THIS agreement is made on this the _____ day of _____, 2017 by and between the CITY OF ALTON, TEXAS, hereinafter referred to as the "CITY" 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, the City is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, the City and County desire to cooperate in making needed road improvements to FM 676 also known as Mile 5 ("the Road") from SH 107 (CONWAY) to Taylor Road as outlined in Exhibit A (the "Project");

WHEREAS, the City and County agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of added capacity for increased safety;

WHEREAS, County and City entered into a interlocal cooperation agreement on August 4, 2015 and amended on November 17, 2015 for Phase I Project Development activities in which the City and County agrees to provide certain improvements to FM 676 also known as Mile 5;

WHEREAS, as shown on Exhibit B, Phase II of the project development activities will be completed by the Texas Department of Transportation;

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

WHEREAS, the City and County desire to proceed and complete the Phase III of the Project Development activities which includes Right-of-Way acquisition/compensable utility services and construction management services;

WHEREAS, the total estimated Phase III "Project" development cost will be \$2,624,595.00 of which the County will contribute an estimated amount of \$1,312,297.50;

WHEREAS, City desires to cooperate by contributing an estimated amount of \$1,312,297.50 to County toward the development of the Phase III for this project. The above cost estimate represents the Phase III costs for ROW Acquisition/compensable utility

services and construction management services; any over runs and/or under runs will be shared equally between the city and the County;

WHEREAS, County desires to cooperate by contributing an estimated amount of \$1,312,297.50 toward the development of the Phase III for this Project. The above cost estimate represents the Phase III costs for ROW Acquisition/compensable utility services and construction management services; any over runs and/or under runs will be shared equally between the City and the County;

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 wet. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, the City agrees that the County will be the fiduciary agent to develop the Phase III of the project development, which includes the ROW Acquisition services, compensable utility services, and construction management services of the road within the City limits;

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County shall act as the fiduciary agent for Phase III of the project development, which includes the ROW Acquisition services, compensable utility services, and construction management services more particularly described in that portion of Exhibit B attached hereto and made a part hereof for all purposes that relate to said Phase III.
2. The Road at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.
3. The estimated total Phase III Project Development cost will be \$2,624,595.00.
4. City desires to cooperate by contributing an estimated amount of \$1,312,297.50 to County on or before November 1, 2018 toward the development of the Phase III for the Project. The above cost estimate represents the Phase III cost for ROW Acquisition/compensable utility services, and construction management services; any over runs and/or under runs will be shared equally between the City and the County.
5. County desires to cooperate by contributing an estimated amount of \$1,312,297.50 toward the development of the Phase III for this Project. The above cost estimate represents the Phase III costs for ROW Acquisition/compensable utility services, and construction management services; any over runs and/or under runs will be shared equally between the City and the County.
6. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

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 their 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 agreement 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 the CITY 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 City: City of Alton
Attention: Hon. Salvador Vela
509 S. Alton Blvd.
Alton, Texas 78573

If to County: Hidalgo County, Texas
Attention: Hon. Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

With copy to: Hon. Joe M. Flores, Commissioner Pct. #3
724 N. Breyfogle
Mission, Texas 78572

13. 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.
14. 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.
15. 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.
16. Assignment: This Agreement shall not be assignable.
17. 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.
18. 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.
19. Authority to Execute. The execution and performance of this Agreement by the City 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 City and County in accordance with its terms.
20. 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.
21. 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

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

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF ALTON

By: Salvador Vela
Hon. Salvador Vela, Mayor

ATTEST:

Baudelia Rojas
City Secretary



APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP.

By: _____
Stephen L. Crain

APPROVED AS TO FORM:

BY Ricardo Gonzalez
Ricardo Gonzalez

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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 III road improvements to FM 676 also known as Mile 5 from SH 107 (CONWAY) to Taylor Road, a section which is in part within the city limits of Alton and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Alton, Texas, and Hidalgo County.

By vote on _____ 2017, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, LLP.

By: _____
Stephen L. Crain

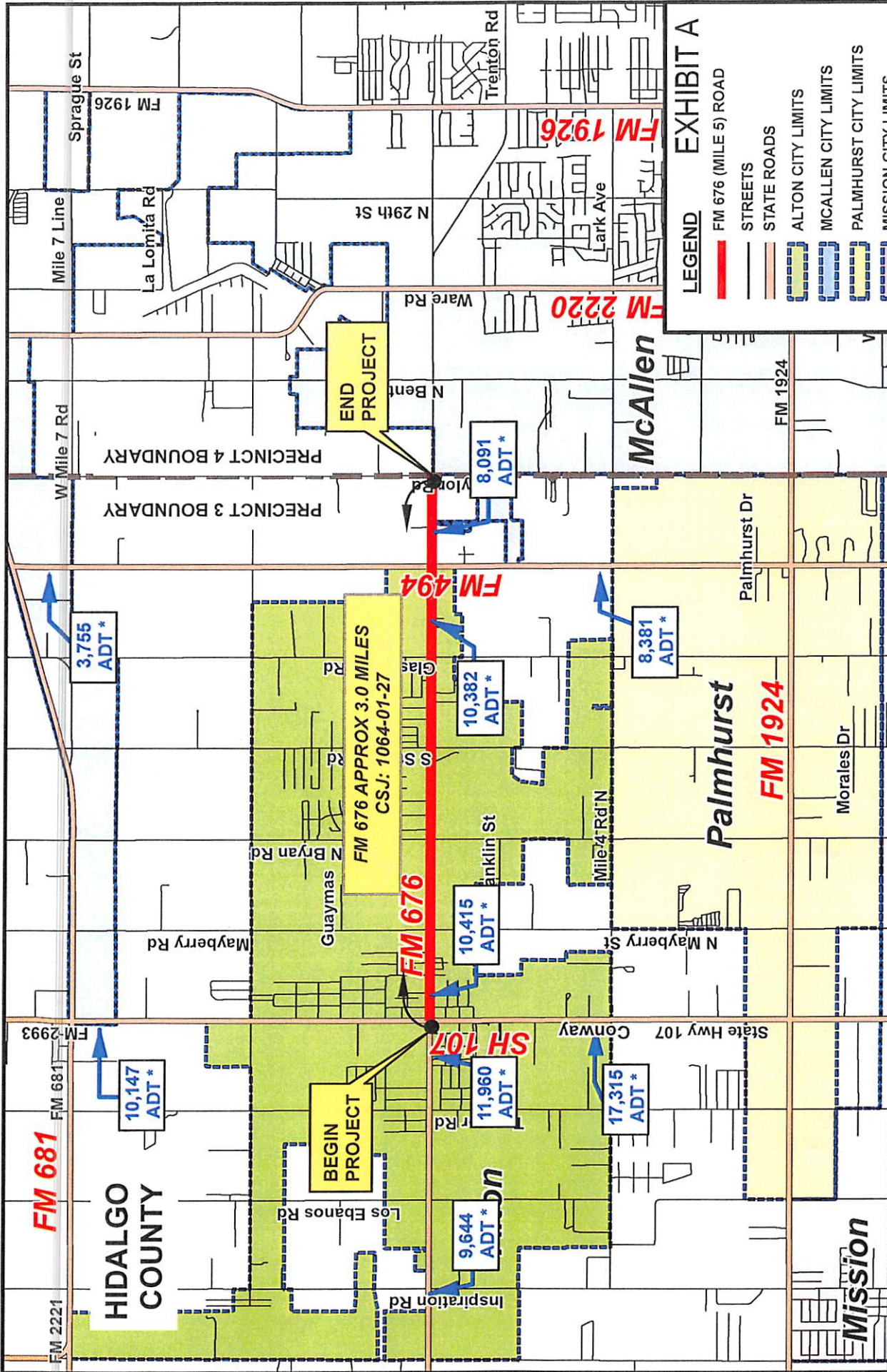


EXHIBIT A

- LEGEND**
- FM 676 (MILE 5) ROAD
 - STREETS
 - STATE ROADS
 - ALTON CITY LIMITS
 - MCALLEN CITY LIMITS
 - PALMHURST CITY LIMITS
 - MISSION CITY LIMITS
 - PRECINCT BOUNDARY

* ADT DATA FROM 2013 PHARR DISTRICT TRAFFIC MAP
1 inch = 4,000 feet

FM 676 (MILE 5) LOCATION MAP
FROM SH 107 (CONWAY) EAST TO TAYLOR ROAD
APPROX. PROJECT LENGTH 3.0 MILES



REVISED
EXHIBIT "B"
FM 676 (MILE 5) PROJECT
from SH 107 (Conway) to Taylor Road
ESTIMATED PROJECT COSTS

ROADWAY PROJECT:	FM 676 (MILE 5)			FM 676 (MILE 5)	
LIMITS:	from Conway (SH 107) to Taylor Road			from Conway (SH 107) to Taylor Road	
EXISTING ROADWAY SECTION:	40-ft Rural & New Location			40-ft Rural & New Location	
EXISTING ROW WIDTH:	65-ft to 100-ft Varies			65-ft to 100-ft Varies	
PROPOSED ROADWAY SECTION:	4-lane divided urban			4-lane divided urban	
PROPOSED ROW WIDTH:	80-FT			100-FT	
ESTIMATED CONSTRUCTION COST ... (ROADWAY & OUTFALL ON EAST END).....	\$13,900,000.00			\$13,900,000.00	
LENGTH FOR 4-LANE ROADWAY	3.0 Miles			3.0 Miles	
	ORIGINAL ESTIMATE			REVISED	
ESTIMATED PROJECT COSTS	ESTIMATED % LOCAL COST	ESTIMATED PROJECT COST	ESTIMATED LOCAL COST	ESTIMATED PROJECT COST	ESTIMATED LOCAL COST
PHASE I - AS PER APPROVED AGREEMENT					
WORK AUTHORIZATION NO. 1					
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN					
Environmental Document with TxDOT	100%	\$ 153,000.00	\$ 153,000.00	\$ -	\$ -
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	\$ 36,000.00	\$ 36,000.00	\$ -	\$ -
Archeological and Historical Research	100%	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -
Engineering Technical Support at Public Mtgs with Layouts etc	100%	\$ 22,500.00	\$ 22,500.00	\$ -	\$ -
Schematic for Roadway	100%	\$ 222,400.00	\$ 222,400.00	\$ -	\$ -
Hydrological Map for 2 Outfall Drain Ditches & Capacities	100%	\$ 63,000.00	\$ 63,000.00	\$ -	\$ -
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	\$ 31,500.00	\$ 31,500.00	\$ -	\$ -
Preliminary Compensable Utilities Identification on Schematic	100%	\$ 72,000.00	\$ 72,000.00	\$ -	\$ -
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 to address Public Hearing	100%	\$ 36,000.00	\$ 36,000.00	\$ -	\$ -
Public Involvement to address Public Hearing	100%	\$ 36,000.00	\$ 36,000.00	\$ -	\$ -
SUB-TOTAL		\$ 737,400.00	\$ 737,400.00	\$ 737,400.00	\$ 737,400.00
PHASE II - FOR INFORMATION PURPOSES ONLY - BY TXDOT					
PRELIMINARY ESTIMATE					
PHASE II - ROW Map, Surveys, PS&E					
Complete ROW Map (Estimated 115 Parcels)	100%	TxDOT	\$ -	TxDOT	\$ -
Field Surveys for Design and Construction	100%	TxDOT	\$ -	TxDOT	\$ -
PS&E Development Roadway (7% Engineering Fee)	100%	TxDOT	\$ -	TxDOT	\$ -
Permanent and Temporary Signal Designs	100%	TxDOT	\$ -	TxDOT	\$ -
Permitted Utilities Coordination to adjust	100%	TxDOT	\$ -	TxDOT	\$ -
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)	100%	TxDOT	\$ -	TxDOT	\$ -
SUB-TOTAL			\$ -		\$ -
PHASE III - INTERLOCAL COOPERATION AGREEMENT					
WORK AUTH. NO. 2 - PRELIMINARY ESTIMATE					
PHASE III - ROW Acquisition and Construction Oversight					
Right-of-Way Costs - Acq.Services @ est. 115 Parcels revised to 154 parcels after public meeting & (cost does not include Appraisal or Appraisal Review Services)	100%	\$ 1,587,000.00	\$ 1,587,000.00	\$ 1,848,000.00	\$ 1,848,000.00
Right-of-Way Acq. Appraisals and Appraisal Review Services (approx. 154 parcels) (Federal Earmark) (80% Federal / 20% State)	0%	\$ -	\$ -	\$ 500,738.00	\$ -
Estimated County Attorney Costs for Condemnation (\$15,000/parcel based on 20% total of parcels)	100%	\$ -	\$ -	\$ 462,000.00	\$ 462,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility	100%	\$ 189,000.00	\$ 189,000.00	\$ 189,000.00	\$ 189,000.00
Eng Consultant Construction Management (18 Months)	100%	\$ -	\$ -	\$ 75,600.00	\$ 75,600.00
Estimated Roadway Right-of-Way Costs (including relocations) (based on revised Schematic)	1.5%	\$ 1,848,000.00	\$ 27,730.00	\$ 2,711,000.00	\$ 40,665.00
COMPENSABLE UTILITY COSTS (based on revised Schematic)	1.5%	\$ 300,000.00	\$ 4,500.00	\$ 622,000.00	\$ 9,330.00
ROADWAY, IRRIG SIPHON AND BRIDGE WIDENING CONSTRUCTION COST	0%	\$ 13,900,000.00	\$ -	\$ 13,900,000.00	\$ -
TxDOT Construction Inspection (11%)	0%	\$ 1,529,000.00	\$ -	\$ 1,529,000.00	\$ -
SUB-TOTAL		\$19,353,000.00	\$ 1,808,220.00	\$21,837,338.00	\$ 2,624,595.00
ESTIMATED TOTAL		\$20,090,400.00	\$ 2,545,620.00	\$22,574,738.00	\$ 3,361,995.00

WORK IN PROGRESS BY COUNTY

REVISED TOTAL ESTIMATED LPA COST... \$ 3,361,995.00

REVISED TOTAL ESTIMATED PROJECT COST... \$ 22,574,738.00

REVISED LPA COSTS NOT INCLUDED IN WORK AUTHORIZATION(S)... \$ 511,995.00

LPA PROJECT SHARE IN PERCENTAGE COMPARED TO TOTAL COST... 15%

TOTAL ESTIMATED CITY OF ALTON COST FOR PHASE III MINUS FEDERAL EARMARK... \$ 1,312,297.50

TOTAL ESTIMATED HIDALGO COUNTY COST FOR PHASE III MINUS FEDERAL EARMARK... \$ 1,312,297.50