

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF McALLEN, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO FM 2220 WARE ROAD FROM MILE 5 TO FM 1925

This Agreement is made on this the 9th day of March, 2015 by and between the City of McAllen, 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, the Texas Department of Transportation and the County, through Precinct No. 4 desire to improve Ware Road from 5 Mile Line Northward to FM 1925 (the "Project");

WHEREAS, the City, the Texas Department of Transportation and the County, desire to widen the existing Road from a two lane rural section to a six lane, limited access urban section (the "Project");

WHEREAS, the City and the County desire to cooperate in making needed transportation improvements to FM 2220 Ware Road from Mile 5 to FM 1925 as outlined in Exhibit B;

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

WHEREAS, County and City desire to implement Phase 1 of the Project consisting of engineering, public involvement, environmental and schematics ("Phase I");

WHEREAS, Phase 1 project development cost is estimated to be \$1,309,660.00 (see attached Exhibit A) of which the County will contribute an estimated amount of \$ 654,830.00;

WHEREAS, City desires to cooperate by contributing fixed lump sum amount of \$654,830.00 to the County for the development of Phase 1;

WHEREAS, the City and the County will cooperatively seek to fund the construction and ROW costs of this Project through the Hidalgo County Metropolitan Planning Organization (HCMPO) and TxDOT; and

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code Section 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.

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

1. County will act as lead agency to complete Phase 1 and intends to enter in an Advance Funding Agreement with the Texas Department of Transportation for environmental, schematic, right of way map and right of way services, and also intends to enter into an Advance Funding Agreement with Texas Department of Transportation, for the purpose of the right of way acquisition, adjustments of compensable utilities and to receive the assistance of the Economically Disadvantaged Counties Program for the Project. Following completion of the Phase 1 of the Project the County will have no further obligations with respect to the Project unless County approves and executes further agreements.
2. If construction of the Project commences City will be responsible for relocation of any City owned non-compensable utilities.
3. City shall pay County as its contribution for Phase 1 of the Project the sum of \$654,830.00 at time of execution of this Agreement.
4. This Agreement is effective on the date on which the last party to this Agreement executed the Agreement.
5. Pursuant to Tex. Trans. Code 251.012, the City authorizes the County to perform the work and services described herein within its corporate city limits.
6. The County agrees it is in its best interest to provide such assistance of the City as described herein, as such Road serves as a connecting link and integral part of the County road system.
7. The County has determined that the County will receive benefit from the Project.
8. **Conflict with 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 and 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 provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times 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 agent or representative) any 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 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 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 may be 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 McAllen: City of McAllen
 Attention: James E. Darling, Mayor
 1300 Houston Avenue
 McAllen, Texas 78501

With copy to City of McAllen
 Attention: Roy Rodriguez, City Manager
 1300 Houston Avenue
 McAllen, Texas 78501

If to County: County of Hidalgo

Attention: County Judge Ramon Garcia
302 W. University Drive
Edinburg, Texas 78539

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

Each notice, demand, request or communication which shall be delivered or mailed in The manner described shall be deemed sufficiently given for all purpose 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 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 so often as may be appropriate.
18. **Authority to Execute.** The execution and performance of this Agreement by 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 City and County in accordance with its terms.
19. **Governmental Purpose.** Each party hereto is entering into this 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 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 of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) 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
Ramon Garcia, County Judge

ATTEST:
Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

CITY OF McALLEN

E. Darling
E. Darling, Mayor



ATTEST:
Annette Villarreal
Annette Villarreal, City Secretary

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

STATE OF TEXAS §

COUNTY OF HIDALGO §

**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 with the City of McAllen, Texas, and the County, through Precinct No. 4. The City of McAllen, Texas and the County of Hidalgo desire to implement Phase 1 of that certain project to improve Ware Road from 5 Mile Line Northward to FM 1925 (the "Project"); through an Interlocal Cooperation Agreement to be entered into with the City of McAllen, Texas.

By vote on April 14, 2015 the Hidalgo County Commissioners Court has approved the Project identified above.

Approved by Commissioners' Court

on 4-14-15 RW

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: SLC
Stephen L. Crain

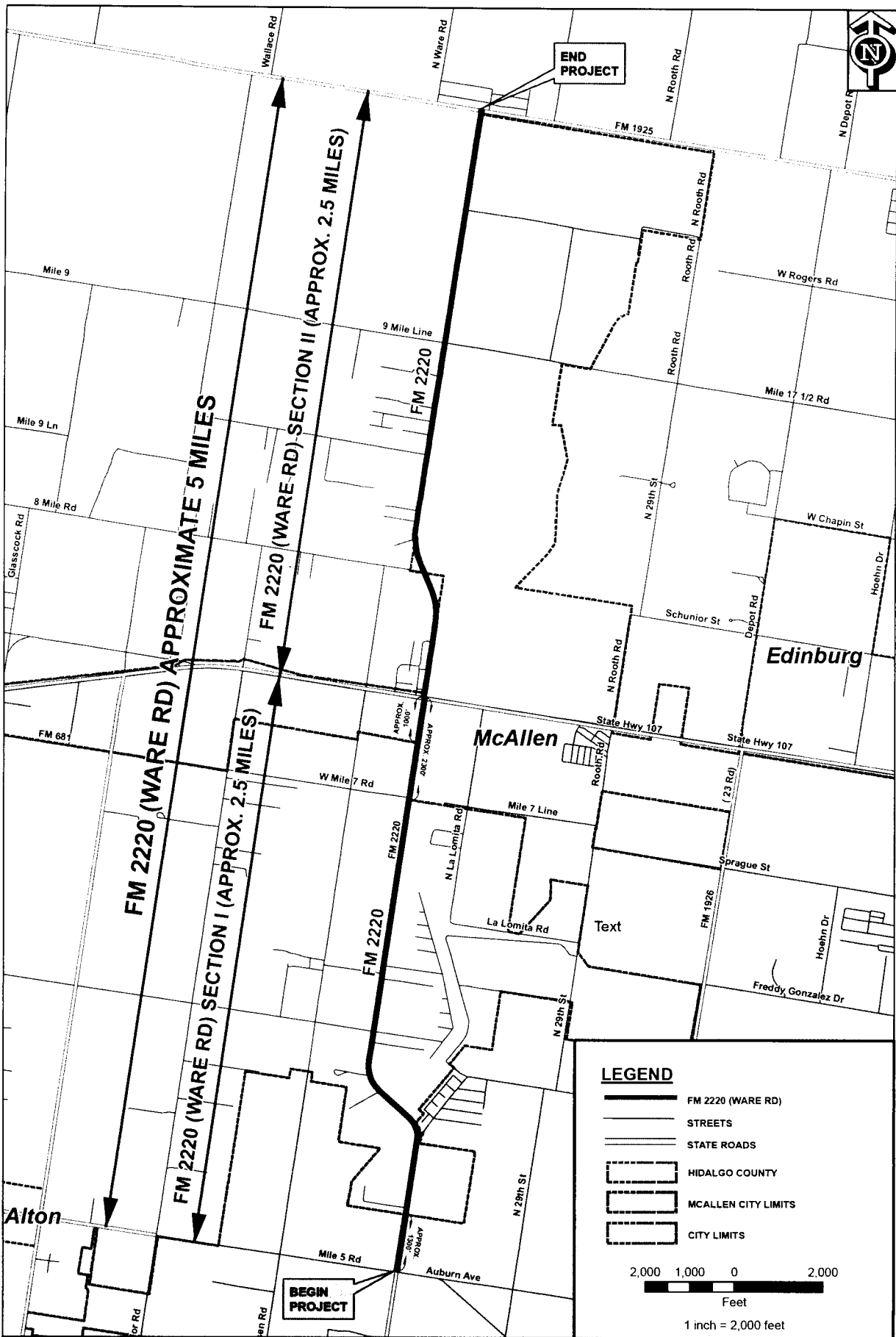
EXHIBIT "A"
ESTIMATED PRELIMINARY PROJECT COSTS
WARE ROAD ROJECT

ROADWAY PROJECT:	FM 2220 (WARE ROAD)			
TOTAL ROADWAY PROJECT LIMITS: From Mile 5 to FM 1925	4.94 MILES			
ROADWAY CONSTRUCTION PROJECT LIMITS:				
LIMITS:(SECTION I - FROM MILE 5 TO SH 107).....	2.5 MILES			
LIMITS:(SECTION II - FROM SH 107 TO FM 1925)	2.5 MILES			
EXISTING ROADWAY SECTION:	VARIABLE 2-LANE ROADWAY			
EXISTING ROW WIDTH:	80' to 100' Varies			
PROPOSED ROADWAY SECTION:	4-lane divided			
PROPOSED ROW WIDTH: SECTION	Minimum 120-FT			
ESTIMATED CONSTRUCTION COST ...(SECTION 1)(ROADWAY and IRRIG SIPHON).....	\$11,900,000.00			
ESTIMATED CONSTRUCTION COST ...(SECTION 2) (ROADWAY).....	\$11,250,000.00			
ESTIMATED PROJECT COSTS	% LOCAL COST	TOTAL	HIDALGO COUNTY	CITY OF MCALLEN
WORK AUTHORIZATION NO. 1 for Entire Length of Roadway SECTIONS 1 & 2 (See Attached Map)				
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN				
Environmental Document with TxDOT	100%	\$ 183,600.00	\$ 91,800.00	\$ 91,800.00
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	\$ 81,600.00	\$ 40,800.00	\$ 40,800.00
Archeological and Historical Research	100%	\$ 65,000.00	\$ 32,500.00	\$ 32,500.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	\$ 31,500.00	\$ 15,750.00	\$ 15,750.00
Schematic for Roadway	100%	\$ 333,360.00	\$ 166,680.00	\$ 166,680.00
Schematic for Outfalls (2 total)	100%	\$ 90,000.00	\$ 45,000.00	\$ 45,000.00
Hydrological Map for 5 Miles - 2 Outfall Drain Ditches (outfall capacities etc)	100%	\$ 108,000.00	\$ 54,000.00	\$ 54,000.00
Schematic Design for 3-8X8 Siphon with 48" Steel Pipe Bypass for Irrig Dist. #1 Approval	100%	\$ 135,000.00	\$ 67,500.00	\$ 67,500.00
Estimated Environmental Document Review Charges by TxDOT	100%	\$ 80,000.00	\$ 40,000.00	\$ 40,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	\$ 42,000.00	\$ 21,000.00	\$ 21,000.00
Preliminary Compensable Utilities Identification on Schematic	100%	\$ 54,000.00	\$ 27,000.00	\$ 27,000.00
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/	100%	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	\$ 45,000.00	\$ 22,500.00	\$ 22,500.00
Public Involvement for 1 Public Hearing	100%	\$ 30,600.00	\$ 15,300.00	\$ 15,300.00
SUB-TOTAL (SECTION 1 & 2)		\$ 1,309,660.00	\$ 654,830.00	\$ 654,830.00
WORK AUTHORIZATION NO. 2 (FOR SECTION 1 ONLY) (See Location Map)				
PHASE II - PS&E and CONSTRUCTION OVERSIGHT				
Field Surveys for Design and Construction	0%	\$ 137,500.00	\$ -	\$ -
PS&E Development Roadway (7.5% Engineering Fee)	0%	\$ 892,500.00	\$ -	\$ -
PS&E Design for New Bridge/Siphon at Irrig. Canal on Skew	0%	\$ 144,000.00	\$ -	\$ -
Geotechnical Soil information and Scour Report for Bridge for TXDOT	0%	\$ 60,000.00	\$ -	\$ -
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	0%	\$ 66,000.00	\$ -	\$ -
Bridge Layout for approval by TxDOT(Bridge Division and FHWA)	0%	\$ 72,000.00	\$ -	\$ -
PS&E Development for OUTFALL	0%	\$ 90,000.00	\$ -	\$ -
Permitted Utilities Coordination to adjust	0%	\$ 144,000.00	\$ -	\$ -
ROADWAY & BRIDGE CONSTRUCTION COST	0%	\$ 11,900,000.00	\$ -	\$ -
TxDOT Construction Inspection (11%)	0%	\$ 1,309,000.00	\$ -	\$ -
Eng Consultant Construction Management (18 Months)	0%	\$ 113,400.00	\$ -	\$ -
Direct State cost for Preliminary Engineering oversight	0%	\$ -	\$ -	\$ -
SUB-TOTAL (SECTION 1)		\$ 14,928,400.00	\$ -	\$ -
WORK AUTHORIZATION NO. 3 (FOR SECTION 1 ONLY) (See Location Map)				
PHASE III - ROW Acquisition				
Complete ROW Map (Estimated 73 Parcels)	100%	\$ 306,600.00	\$ 153,300.00	\$ 153,300.00
Right-of-Way Costs - Acq Services @ (est. 73 Parcels @ \$13,800/Parcel Avg.)	100%	\$ 1,007,400.00	\$ 503,700.00	\$ 503,700.00
Est. County Attorney Cost for Condemnation (\$15,000/Parcel based on 20% total of parcels)	100%	\$ 219,000.00	\$ 109,500.00	\$ 109,500.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	\$ 216,000.00	\$ 108,000.00	\$ 108,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 12.36 AC @ \$6.5/ sq ft)	1.70%	\$ 3,499,610.40	\$ 29,746.69	\$ 29,746.69
Relocations (Homes or Businesses) (Estimate 2 at \$450,000 and a shed at \$80,000)	1.70%	\$ 980,000.00	\$ 8,330.00	\$ 8,330.00
COMPENSABLE UTILITY COSTS (2-HP Gas Lines plus 400-ll of irrigation line plus unknown utilities)	1.70%	\$ 500,000.00	\$ 4,250.00	\$ 4,250.00
SUB-TOTAL (SECTION 1)		\$ 6,728,610.40	\$ 916,826.69	\$ 916,826.69
ESTIMATED TOTAL		\$ 22,966,670.40	\$ 1,571,656.69	\$ 1,571,656.69

Work Authorization No. 1 Phase I	FY 15	\$ 1,229,660.00	NOT ISSUED
Work Authorization No. 2 Phase II	FY 16	N/A	BY TXDOT
Work Authorization No. 3 Phase III	FY 17	\$ 1,530,000.00	NOT ISSUED

State Estimated Cost
Local Estimated Cost

TOTAL ESTIMATED COUNTY COST:	\$	1,571,656.69	6.84%
TOTAL ESTIMATED PROJECT COST:	\$	22,966,670.40	
COUNTY COSTS NOT INCLUDED IN WORK AUTHORIZATIONS	\$	191,826.69	



FM 2220 (WARE RD) LOCATION MAP

SECTION I FROM AUBURN AVE (MILE 5) TO SH 107
 APPROX. PROJECT LENGTH 2.5 MILES
 SECTION II FROM SH107 TO FM 1925
 APPROX. PROJECT LENGTH 2.5 MILES



April 14, 2015



**AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT**

**April 14, 2015
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

**NOTICE TO THE PUBLIC
CONSENT AGENDA**

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval for the exception of 3.D to be pulled for discussion.

Vote: 5 - 0 - Unanimously

1. **Approval of check register and payment of claims and bills -**
(Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)
2. **2015 Intradepartmental transfers:**
 - A. **AI-49306** 2015 - CCL# 8 (1100)
 - B. **AI-49302** 2015 - Probate Court (1100)
 - C. **AI-49271** 2015 - County Judge (1100)
 - D. **AI-49290** 2015 - J.P. Pct. 2, Pl. 1 (1100)
 - E. **AI-49282** 2015 - JP Pct 2/Pl 2 (1100)
 - F. **AI-49252** 2015 - Executive Office (1100)

10.

Purchasing Dept:

Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

- A. AI-49312** Pct. 4 Project Invoices-
1. Acceptance and approval of request for payment of invoice 15-3-000017 submitted by L&G Engineering Laboratory for the Linn San Manuel Facility (PO# 713423).
 2. Acceptance and approval of request for payment of invoice 11325094 submitted by L&G Engineering for the 10th Street Extension-WA#2 project (PO # 700265).
 3. Acceptance and approval of request for payment of invoice 11325095 submitted by L&G Engineering for the FM 1925 WA#1 project (PO# 703928).
 4. Acceptance and approval of request for payment of invoice 11325101 submitted by L&G Engineering for the FM 1925 WA #1 project (PO# 663995).

- B. AI-49251**
1. Acceptance and approval of Change Order No. 4 for relocation of Contract Allowances by moving the remainder of the Red Iron Allowance in the amount of \$2,791.50 into the Contingency Fund for a new total balance of \$11,691.50 in the contingency allowance fund with no additional days for Contract No. C-14-067-06-03 with JCon Construction, LLC as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of the Linn-San Manuel Emergency Services Facilities" with authority for County Judge, or Court Member to execute document.
 2. Acceptance and approval of Change Order No. 5 for the Installation of Generator Feeders, Concrete Pad, Reinforcement including Overhead and profit for a total of \$14,701.70 minus (-\$11,691.50) from Contingency Allowance resulting in the total increase of \$3,010.20 to project total cost, and the addition of 20 calendar days in this Change Order No. 5 for the Contract No. C-14-067-06-03 with JCon Construction, LLC as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of the Linn-San Manuel Emergency Services Facilities" with authority for County Judge, or Court Member to execute document.