

WHEREAS, the City has completed Phase I of project development activities as described below in 2015 which requires updates.

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

WHEREAS, the City and County desires to proceed and update Phase I, as well as complete Phase II (ONLY) of the project development activities that will be required to be completed for the subject project as outlined below;

- Update Phase I: Update environmental document with TxDOT, public involvement with stakeholders and schematic design for both the roadway and outfall(s), develop hydrologic report for the roadway and the outfalls, recover and re-establish the existing centerline and right-of-way with design surveys and complete subsurface utility engineering for the updated schematic
- Phase II: Complete Right-of-Way Map for roadway and outfalls with Parcel Sketches and Field Notes.
- Phase III: PS&E, ROW acquisition including compensable utility acquisition and Construction Management oversight.

WHEREAS, the City and County will cooperatively seek additional construction and right of way ("ROW") funds for this Project through the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and TxDOT; and

WHEREAS, the City desires to cooperate by agreeing that the remainder of funds in the grant identified in the City of Mercedes Resolution #2011-07 dated 7-5-2011 (**Exhibit B**) (the "Grant") be utilized for the project costs associated with the ROW land costs, and compensable utility costs.

WHEREAS, the City agrees that County will assume the role of project sponsor to develop the Phase I update, as well as complete Phase II (ONLY) of the project, as described above.

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 update Phase I and complete Phase II of the project development, as described above more particularly described in that portion of **Exhibit A** attached hereto and incorporated by reference for all purposes that relates to said Phase I update, and Phase II.
2. County agrees to provide all labor, materials and machinery necessary to perform the improvements to the Road.
3. County will, to the extent reasonably possible, follow the County's standard specifications in improvements unless otherwise agreed in writing by both parties.

4. The total cost of updating Phase I and completing Phase II is Six Hundred Eighteen Thousand Nine Hundred Thirty-Six and Fifty-Eight one hundredths Dollars (\$618,936.58) (See attached **Exhibit C - Estimate**), which County will contribute Three Hundred Nine Thousand Four Hundred Sixty-Eight and Twenty-Nine one hundredths Dollars (\$309,468.29).
5. City desires to cooperate by contributing a lump sum amount of Three Hundred Nine Thousand Four Hundred Sixty-Eight and Twenty-Nine one hundredths Dollars \$309,468.29 to the County towards updating Phase I and completing Phase II of the project development activities upon execution of this agreement.
6. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational fiscal affairs of the parties and will complete the Project no later than 180 days from the execution of this Agreement.
7. This Agreement replaces and supersedes any and all prior agreements between County and City with respect to the Road and/or Project.
8. City has authorized County to perform the work herein described pursuant to Tex. Trans. Code §251.012.
9. County finds no proceeds of bonds issued or taxes levied pursuant to article III, Section 52(b) or (c) of the Texas Constitution shall be used for the Project.
10. References to Phase III is for information only,
11. 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.
12. **Term.** The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above.
13. **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to other.
14. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
15. **Indemnification.** To the extent permitted under the Constitution and laws of the State of Texas, the CITY agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties,

whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

16. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
17. **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.
18. **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.
19. **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 the CITY and County, and not otherwise.
20. **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.
21. **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 Mercedes
 Attention: Hon. Oscar Montoya, Mayor
 400 S. Ohio Ave.
 Mercedes, Texas 78570

If to County: Hidalgo County, Texas
Attention: Hon. Richard F. Cortez, County Judge
100 E Cano St., Second Floor
Edinburg, Texas 78539

With copy to: Hon. David Fuentes, Commissioner Pct. #1
1902 Joe Stephens
Weslaco, Texas 78596

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.

22. **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.
23. **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.
24. **Assignment:** This Agreement shall not be assignable.
25. **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.
26. **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.
27. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.
28. **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.
29. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable 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 County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903*: In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

30. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
31. **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
32. **Prior Agreements.** This Agreement supersedes and terminates all previous Interlocal Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.
33. **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.
34. The approval of this Interlocal Cooperation Agreement in accordance with Texas Government Code §791.014 is evidenced by the attached herein.

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY OF HIDALGO

BY: Richard F. Cortez
Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk



CITY OF MERCEDES

BY: Oscar Montoya
Hon. Oscar Montoya, Mayor

ATTEST:

[Signature]
City Secretary



Approved by the Hidalgo County Commissioner's Court on

APPROVED BY
COMMISSIONERS COURT
ON: 9/21/21

APPROVED AS TO FORM:

Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

BY: Robert Viña, III
Robert Viña, III, Assistant District Attorney

FILED
 AT 2:17 O'CLOCK P. M.
 SEP 27 2021
 ARTURO GUAJARDO, JR. COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 BY: [Signature] DEPUTY

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 regarding certain road improvements to Mile 1 East Road from Business 83 to Mile 8 North Road, a section which is in part within the city limits of Mercedes and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Mercedes, Texas, and Hidalgo County.

By vote on Sept. 21 2021, the Hidalgo County Commissioners Court has approved the Project identified above.

[Signature]
 BY: Richard F. Cortez, County Judge

ATTEST:

[Signature]
 Arturo Guajardo, Jr. County Clerk

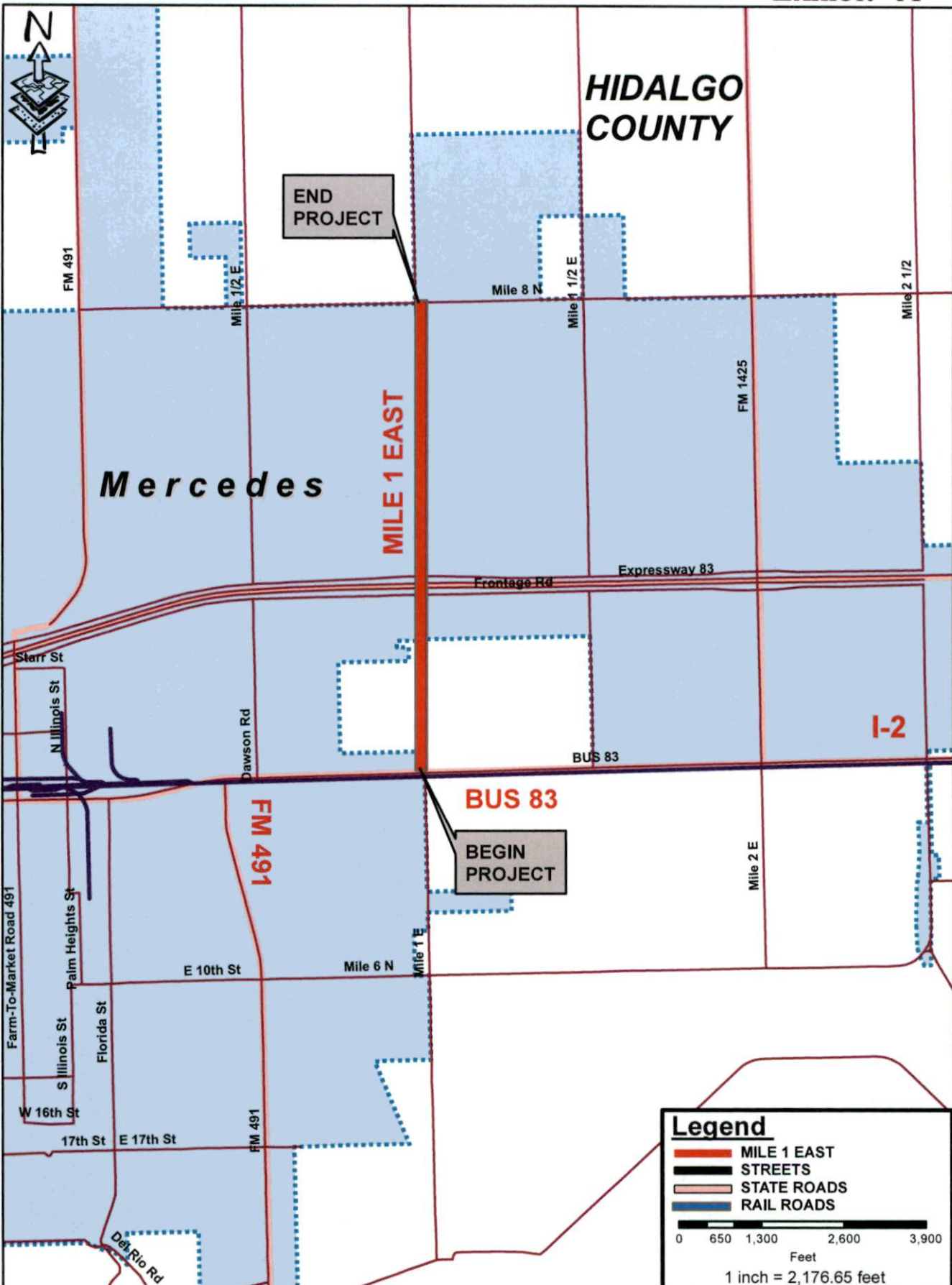


APPROVED BY
 COMMISSIONERS COURT
 ON: 9/21/21 [Signature]

APPROVED AS TO FORM:

Office of the Criminal District Attorney
 Ricardo Rodriguez, Jr.

BY: [Signature]
 Robert Viña, III, Assistant District Attorney



END PROJECT

BEGIN PROJECT

Legend

- MILE 1 EAST
- STREETS
- STATE ROADS
- RAIL ROADS

0 650 1,300 2,600 3,900
Feet
1 inch = 2,176.65 feet

**MILE 1 EAST
LOCATION MAP
FROM BUS 83 TO MILE 8 NORTH
LENGTH 1.4 MILES**



EXHIBIT "C"
ESTIMATED PROJECT COSTS
FOR THE MILE 1 EAST PROJECT (FROM BUS83 NORTH TO MILE 8)

	ESTIMATES FROM FY 2013			REVISED ESTIMATES FY 2021	
	ESTIMATED % LOCAL COST	TOTAL ESTIMATED PROJECT COST	ESTIMATED LOCAL COST	TOTAL ESTIMATED PROJECT COST	ESTIMATED LOCAL COST
ROADWAY PROJECT: Mile 1 East					
LIMITS: from Business 83 North to Mile 8					
EXISTING ROADWAY SECTION: Varies 20-ft - 22-ft Rural					
EXISTING ROW WIDTH: 60-70ft (varies)					
PROPOSED ROADWAY SECTION: Prop 2-Lane Urban with Cont. Left Turn Lane & Shoulders (64' F-F)					
PROPOSED ROW WIDTH: 80-ft ROW					
ESTIMATED CONSTRUCTION COST FOR ROADWAY		\$5,880,000.00		\$8,120,000.00	
ESTIMATED CONSTRUCTION COST FOR OUTFALL NO. 1 & OUTFALL NO. 2		\$1,000,000.00		\$1,072,222.22	
Outfall No. 1 = 6100 LF CONSISTING OF 2,000 LF OF RCHLPP & 4,100 LF DITCH					
Outfall No. 2 = 1400 LF DITCH					
LENGTH FOR 4-LANE ROADWAY ... (SECTION II) 1.4 Miles					
ESTIMATED PROJECT COSTS					
PHASE I - PREVIOUSLY COMPLETED & FOR INFORMATION ONLY					
WORK AUTHORIZATION NO. 1					
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN					
Environmental Document with TxDOT	100%	\$ 75,571.42	\$ 75,571.42		
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	\$ 41,385.16	\$ 41,385.16		
Archeological and Historical Research	100%	\$ 30,493.40	\$ 30,493.40		
Schematic for Roadway	100%	\$ 105,972.97	\$ 105,972.97		
Hydrological Map for Outfall Drain Ditch	100%	\$ 31,037.14	\$ 31,037.14		
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	\$ 15,717.80	\$ 15,717.80		
Preliminary Compensable Utilities Identification on Schematic	100%	\$ 7,298.16	\$ 7,298.16		
SUB-TOTAL		\$ 307,476.05	\$ 307,476.05	\$ 307,476.05	\$ 307,476.05
UPDATE PHASE I & COMPLETE PHASE II					
WORK AUTHORIZATION NO. 2					
UPDATE PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN					
Update Environmental Document with TxDOT	100%			\$ 56,678.57	\$ 56,678.57
Update Public Involvement for the project with stakeholders and 1 Public Meeting	100%			\$ 31,038.87	\$ 31,038.87
Update Archeological and Historical Research	100%			\$ 22,870.05	\$ 22,870.05
Update Schematic for Roadway	100%			\$ 79,479.73	\$ 79,479.73
Update Hydrological Map for Outfall Drain Ditch	100%			\$ 23,277.86	\$ 23,277.86
Update Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%			\$ 11,788.35	\$ 11,788.35
Update Preliminary Compensable Utilities Identification on Schematic	100%			\$ 5,473.82	\$ 5,473.82
PHASE II - SURVEYS FOR ROADWAY, OUTFALLS, RIGHT-OF-WAY MAP & SUE DESIGN					
Field Surveys for Design and Construction - ROADWAY	100%			\$ 67,200.00	\$ 67,200.00
Field Surveys for Design and Construction - OUTFALL NO. 1 & 2	100%			\$ 67,329.55	\$ 67,329.55
Complete ROADWAY ROW Map (Estimated 34 Parcels)	100%			\$ 142,800.00	\$ 142,800.00
Complete OUTFALL ROW Map (Estimated 1 Parcel for JUA/JUE Outfall #1 PLUS 7 PARCELS PLUS 2 PARCELS OUTFALL #2)	100%			\$ 47,000.00	\$ 47,000.00
Sub-surface Utility Engineering for Mile 1 and Two Outfalls (Level B) & (Level A)	100%			\$ 64,000.00	\$ 64,000.00
SUB-TOTAL				\$ 618,936.58	\$ 618,936.58
PHASE III - FOR INFORMATION PURPOSES ONLY					
PHASE III - PS&E, ROW ACQUISITION, CONSTRUCTION OVERSIGHT					
PS&E Development Roadway	100%			\$ 735,377.78	\$ 735,377.78
PS&E Development OUTFALLS	100%			\$ 135,000.00	\$ 135,000.00
Engineering Fee to Create 1 set of Plans and Submit through TxDOT and local let the Project	100%			\$ 240,000.00	\$ 240,000.00
Permitted Utilities Coordination to adjust	100%			\$ 86,400.00	\$ 86,400.00
Design RR Mast Arms and Signals	100%			\$ 120,000.00	\$ 120,000.00
Manage the RR Agreements and Permitting for RR Mast Arms and Signals, Planing etc.	100%			\$ 90,000.00	\$ 90,000.00
ROADWAY and OUTFALL CONSTRUCTION COST	8%			\$ 9,192,222.22	\$ 735,377.78
TxDOT/LOCAL Construction Inspection (11% of Construction)	8%			\$ 1,011,144.44	\$ 80,891.56
Estimated Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)	100%			\$ 110,306.67	\$ 110,306.67
Eng Consultant Construction Management (18 Months)	100%			\$ 168,000.00	\$ 168,000.00
ROADWAY Right-of-Way Costs - Acq.Services @ (est. 35 Parcels & 1JUE/JUA WITH RAILROAD @ \$14,800/Parcel Avg.)	100%			\$ 532,800.00	\$ 532,800.00
OUTFALL Right-of-Way Costs - Acq.Services @ (est. 9 Parcels & 1JUE/JUA @ \$13,800/Parcel Avg.)	100%			\$ 148,000.00	\$ 148,000.00
Estimated County Attorney Costs for Condemnation (\$15,000/Parcel based on 20% total of parcels)	100%			\$ 123,000.00	\$ 123,000.00
Right-of-Way Costs - High Pressure Gasline Adjustment and 700 LF of Irrigation Line (80/20)	20%			\$ 190,000.00	\$ 38,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%			\$ 108,000.00	\$ 108,000.00
Estimated Rdway Right-of-Way Costs (ESTIMATED 172,000 sq/ft at \$3.6/sq ft) (80/20)	20%			\$ 619,200.00	\$ 123,840.00
Estimated OUTFALL Right-of-Way Costs (ESTIMATED 4.81+ 5.2 Ac. @ \$30,00/ac) (80/20)	20%			\$ 300,300.00	\$ 60,060.00
Estimated Right-of-Way State Division Review and Oversight	100%			\$ 20,000.00	\$ 20,000.00
SUB-TOTAL				\$ 13,929,751.11	\$ 3,655,053.78
ESTIMATED TOTAL				\$ 14,856,163.74	\$ 4,581,466.41

Work Authorization No. 1 (Phase I)	FY 13 w/Grant Funds	\$ 307,476.05	ISSUED/GRANT FUNDS
Work Authorization No. 2 (Phase II) Including Outfall Items	FY 2021	\$ 618,936.58	NOT ISSUED
Work Authorization No. 3 (Phase III)	FY 2023	\$ 1,870,577.78	NOT ISSUED
Estimated Local Public Agency costs not included in the Work Auth(s)	FY 2023	\$ 1,291,476.00	NOT ISSUED

COMBINED TOTAL ESTIMATED PROJECT COST: \$ 14,856,163.74
TOTAL ESTIMATED CITY COST (If FED/State Funds Available): \$ 4,581,466.41 31%

AS OF TODAY THE ESTIMATE FOR PROJECT IS	
COMBINED TOTAL ESTIMATED PROJECT COST:	\$ 14,856,163.74
ESTIMATED MPO (FED/STATE) & GRANT FUNDS AVAILABLE:	\$ 7,465,000.00
• \$6,800,000 Available @ RGVMP0 in FY 25	
• Approx. \$665,000 FED Grant Per Avanced Funding Agreement 7-5-2011	
ESTIMATED FUNDS (SHORTFALL) & NEEDED BY LOCAL PUBLIC AGENCY FOR PROJECT:	\$ 7,391,163.74 50%
ESTIMATED OUTFALL ITEMS (FOR INFORMATION ONLY)	\$ 697,629.55