

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021 - 10

APPROVAL OF A MASTER INTER LOCAL COOPERATIVE AGREEMENT BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND THE CITY OF
MISSION TO PROVIDE RIGHT OF WAY ACQUISITION SERVICES TO THE CITY OF
MISSION

THIS RESOLUTION is adopted this 23rd day of March 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five-year strategic plan;

WHEREAS, on December 27, 2016 the Authority approved the 2017-2021 Strategic Plan Update for the Hidalgo County Loop System, which includes the 365 Tollway Project; and

WHEREAS, the City of Mission recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods, services and people and the Authority will assist the City of Mission in advancing the project; and

WHEREAS, the Authority has agreed to provide the City with right of way acquisition services for the proposed Mission/Madero-Reynosa International Bridge Rail Crossing Project; and

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS
OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

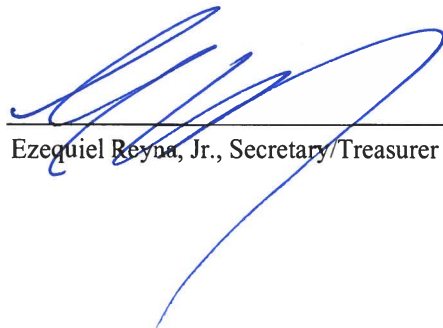
Section 2. The Board hereby approves the master interlocal agreement with the City of Mission for right of way acquisition services for the proposed Mission/Madero-Reynosa International Bridge Rail Crossing Project as part of the Hidalgo County Loop System hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the master interlocal agreement with the City of Mission.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of March 2021, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

MASTER INTER LOCAL COOPERATIVE AGREEMENT BETWEEN THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND THE CITY OF
MISSION TO PROVIDE RIGHT OF WAY ACQUISITION SERVICES FOR THE
PROPOSED MISSION/MADERO-REYNOSA INTERNATIONAL BORDER RAIL
CROSSING PROJECT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MASTER INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF MISSION, TEXAS AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

THIS MASTER INTERLOCAL COOPERATION AGREEMENT (the “**Agreement**”) is made and entered into effective as of the _____ day of December, 2020, by and between the **CITY OF MISSION**, Texas, a home rule municipality (the “**City**”) and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (the “**Authority**”), each situated in Hidalgo County, Texas.

The initial addresses of each of the parties, which either party may change by given written notice to the other, are as follows:

<u>AUTHORITY</u>	<u>CITY</u>
Hidalgo County Regional Mobility Authority	City of Mission
203 Newcome Ave	1200 E. 8 th Street
Pharr, Texas 78577	Mission, Texas 78752
Attn: Pilar Rodriguez, Executive Director	Attn: Randy Perez, City Manager

WHEREAS, Chapter 791, Texas Government Code (the “**Texas Interlocal Cooperation Act**”) provides that one or more public agency may contract with each other for the performance of a governmental functions or services in which the contracting parties are mutually interested;

WHEREAS, Section 370.033, Texas Transportation Code provides that a regional mobility authority may enter into interlocal agreements with one or more governmental entities for project development related services, including the acquisition of real property, rights of way, property rights, easements and other interests in real property;

WHEREAS the City and the Authority share the goal of improving mobility within the City and throughout the region;

WHEREAS, the City is the U.S. project sponsor for an existing Presidential Permit for a proposed Mission/Madero-Reynosa International Border Crossing (the “**Border Crossing**”); the City has conducted limited feasibility studies; and the City has preliminarily identified alignments for study in pursuit of the Madero International Bridge rail project extending from the Border Crossing to an inland point (the “**Project**”);

WHEREAS, the parties entered into that certain Interlocal Agreement on January 29, 2020 whereby the Authority agreed to perform certain program management support services, including oversight of the environmental clearance process for a portion of the Project located within the City;

WHEREAS, the City is additionally in need of certain preliminary development and right-of-way acquisition services required for the Project within and outside of the City's jurisdictional limits (the "**Acquisition Services**");

WHEREAS, Section 370.161, Texas Transportation Code provides that the Authority may acquire, construct, and extend a transportation project in a county which is part of the Authority (like Hidalgo County), in a county adjacent to the Authority's jurisdiction, and in other counties in Texas that are not part of the Authority with the approval of Texas Department of Transportation, provided that any such county and the Authority enter into an interlocal agreement;

WHEREAS, the Authority, through its own resources or third party contractors is available and willing to assist the City by providing such Acquisition Services to the City and, where outside of the City's jurisdictional limits, other counties (the "**Local Project Sponsors**");

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable; and

WHEREAS, by addenda hereto, other Local Project Sponsors may also enter into this Agreement, allowing the Authority to participate in Acquisition Services in other jurisdictions;

NOW THEREFORE, the City and the Authority, in consideration of the mutual covenants expressed hereinafter, agree as follows:

I. City Responsibilities.

- A. The City has a valid Presidential Permit for the Border Crossing.
- B. The City attests that a sponsor on the United Mexican States side of the Project is or will be available to lead the Mexican permitting efforts.
- C. Prior to commencement of the Acquisition Services, the City, along with applicable Local Project Sponsors, will undertake a multi-jurisdictional environmental impact statement and receive a Record of Decision under the National Environment Protection Act ("NEPA") for the Project.

- D. The City agrees to contract and fund costs of the Acquisition Services. The Authority shall not be responsible for any costs related to this Agreement.
- E. After environmental clearance, the City will provide the Authority a right-of-way strip map indicating where Acquisition Services are required. The right of way strip map for the Project will be provided in a timely manner as to allow the Authority sufficient time to acquire right-of-way as required by the Project so as not to delay the development schedule of the Project.
- F. The City will provide the Authority any and all maps, parcel sketches, title reports, appraisals, deeds, and title commitments required by the Authority for the Project relating to acquisition of right-of-way as specified above.
- G. The City, after receiving notice from the Authority of the approval of the Project's acquisition schedule, may issue a notice to proceed to the Authority for all or part of the Acquisition Services.
- H. The City will approve all final offers to acquire right-of-way, within its jurisdiction, as specified herein and will prepare all closing documents. The City will also process all payments for right-of-way acquired, within its jurisdiction. Right of Way acquired outside of the City's jurisdiction may be funded by the City or a consortium of entities and political subdivisions created to fund the Acquisition Services and conduct other pre-development work for the Project.

II. Authority Responsibilities.

- A. The Authority may request clarification and/or additional information and documents from the City prior to approving the Project's acquisition schedule.
- B. The Authority will adhere to the Texas Department of Transportation State Purchase of Right of Way Policies and Procedures in undertaking the Acquisition Services.
- C. For acquisition, the Authority shall bill the City at a cost per parcel for Acquisition Services as specified in Exhibit A attached hereto, an amount established to cover direct overhead costs to the Authority.
- D. Upon receipt of a written notice to proceed by the City, the Authority shall begin performing the Acquisition Services.

- E. Following commencement, on or before the 15th day of each month, the Authority shall provide the City with a monthly progress report of the preceding month, including all activities carried out in pursuit of this Agreement.

III. Acquisition Services.

- A. Subject to the terms of this Agreement, the Authority shall manage and supervise the professional services required to perform the Acquisition Services, which shall be directly contracted by the City. The Authority will oversee the City's procurement for such services; and, in doing so, the Authority agrees to abide by all state and federal procurement guidelines for such services. The Authority shall evaluate respondents and make recommendations to the City for engagement. Similarly, the Authority shall negotiate and make recommendations to the City for related professional services contracts; and, shall manage the contracts and certify milestones.
- B. On behalf of the City, after the receipt of a work authorization, the Authority shall manage the procurement, negotiations, and contracts for professional services. Contracts shall be provided to the City Manager of the City to be agreed to and authorized by the City Council, if necessary. The Authority shall not be a party to such contracts.
- C. Unless otherwise agreed to with the City, the Authority shall develop and manage task orders under professional services contracts for Acquisition Services and shall review and approve bill payment on task order invoices pursuant to the provisions of the contracts and acceptance of the work. After preliminary review of task billing is made, copies of task order invoices shall be submitted to the City. Within thirty (30) days of receipt of such copies and certifications, the City shall make payment of the same amount directly to the service provider.

IV. Term and Termination.

- A. This Agreement shall be for a period of two (2) years after the date first written above and may be renewed for three (3) additional one (1) year terms under the same terms and conditions upon written agreement between the parties.
- B. Either party may terminate this Agreement without cause on thirty (30) days' written notice to the other party. If terminated, the Authority shall be paid all

services and expenses rendered through the date of termination.

- C. Should either party elect to terminate this Agreement prior to the end of the term but after Notice to Proceed and before the Acquisition Services are complete, the Authority shall perform a final reconciliation upon notice of termination based on parcels purchased through the date of such notice of termination.

V. **Miscellaneous.**

- A. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the City or the Authority to perform 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 later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- B. **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.
- C. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto with regard to Acquisition Services 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 the Authority, and not otherwise.
- D. **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.
- E. **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 with the notice provisions above.

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.

- F. **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.
- G. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, legal representatives, successors, and assigns where permitted by this Agreement.
- H. **Assignment.** This Agreement shall not be assignable by either party, without the written consent of the other. It is anticipated that City may enter into one or more agreement with the Texas Department of Transportation and/or one or Local Project Sponsors to accomplish the Project; and, this Agreement may amended to include to any such contract parties (or an organization of contract parties, like a local government corporation) to provide for coordinated Acquisition Services.
- I. **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.
- J. **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.

- K. **Authority to Execute.** The execution and performance of this Agreement by the City and the Authority 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 the Authority in accordance with its terms.
- L. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- M. **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 upon sixty (60) 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.
- N. **Dispute Resolution.** Any dispute between the parties concerning the services or costs hereunder shall be settled by mediation. If mediation is unsuccessful, then the parties shall go to trial in a district court in Hidalgo County under Texas State law.

[signatures to follow]

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

CITY OF MISSION

By: _____
Randy Perez, City Manager

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Pilar Rodriguez, Executive Director

Exhibit A

COST OF ACQUISITION SERVICES

Addendum A
To Master Interlocal Cooperation Agreement Between the City of Mission, Texas and
Hidalgo County Regional Mobility Authority

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF JIM HOGG, TEXAS, CITY OF MISSION, TEXAS AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

THIS ADDENDUM A TO THAT CERTAIN MASTER INTERLOCAL COOPERATION AGREEMENT (the “**Master Agreement**”) is an Interlocal Cooperation Agreement (the “**Agreement**”) made and entered into effective as of the _____ day of _____, 2021, by and between the **COUNTY OF JIM HOGG**, a political subdivision of the State of Texas (the “**County**”), **CITY OF MISSION**, Texas, a home rule municipality (the “**City**”) and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (the “**Authority**”), each situated in Hidalgo County, Texas. Capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in the Master Agreement

The initial addresses of each of the parties, which either party may change by given written notice to the other, are as follows:

AUTHORITY

Hidalgo County Regional Mobility Authority
203 Newcome Ave
Pharr, Texas 78577
Attn: Pilar Rodriguez, Executive Director

CITY

City of Mission
1200 E. 8th Street
Mission, Texas 78752
Attn: Randy Perez, City Manager

COUNTY

Jim Hogg County
Po Box 729/E. Tilley
Hebbronville Texas 78531
Juan Carlos Guerra, County Judge

WHEREAS, the County desires to support the Project;

WHEREAS, the County has an interest in the Acquisition under the Master Agreement and finds it to be beneficial to be a Local Sponsor for the Acquisition in its jurisdiction;

WHEREAS, because the County is not adjacent to the Authority's jurisdiction, the Authority's participation in this Agreement requires consent from the Texas Department of Transportation (the "Consent"); and, the parties agree to cooperate in obtaining the Consent prior to the County's issuance of any notice to proceed to the Authority;

WHEREAS, with regard to the Acquisition in the County's jurisdiction, the County agrees to acquire and fund the Acquisition pursuant to Section 1 and Exhibit A of the Master Agreement;

WHEREAS, with regard to the Acquisition Services, the Authority agrees undertake the services pursuant to Section 2 and Section 3 of the Master Agreement;

WHEREAS, the parties agree that other terms and provisions of Section 4 and Section 5 the Master Agreement apply to this Addendum 1.

[signatures to follow]

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

JIM HOGG COUNTY

By: _____
Juan Carlos Guerra, County Judge

CITY OF MISSION

By: _____
Randy Perez, City Manager

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Pilar Rodriguez, Executive Director