

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR, CITY OF SAN JUAN, CITY OF MCALLEN, AND HIDALGO COUNTY, TEXAS CONCERNING THE DEVELOPMENT OF THE REGIONAL LINEAR PARK FROM S. SAN ANTONIO AVENUE WEST TO S. 2ND STREET.

THIS agreement is made on this the 25TH day of AUGUST, 2015 by and between the CITY OF PHARR, TEXAS, hereinafter referred to as "PHARR", the CITY OF SAN JUAN, TEXAS, hereinafter referred to as "SAN JUAN", the CITY OF MCALLEN, TEXAS, hereinafter referred to as "MCALLEN", 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, PHARR, SAN JUAN, and MCALLEN are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, PHARR, SAN JUAN, and MCALLEN are cities created under the laws of Texas;

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

WHEREAS, PHARR, SAN JUAN, MCALLEN & COUNTY desire to cooperate in the development of the Regional Linear Park from S. San Antonio Avenue West to S. 2ND Street (the "Project");

WHEREAS, PHARR, SAN JUAN, MCALLEN & COUNTY agree it is essential to develop this vital linear park for use as a hike and bike trail (the "Park");

WHEREAS, COUNTY, PHARR, SAN JUAN & MCALLEN, in accordance with Local Government Code Section 331.008 may provide for the single management and control of the Park;

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

WHEREAS, the COUNTY desires to complete project development activities which includes the Environmental Assessment, Public Involvement, and Schematic Development for the Project (hereinafter denoted as "Phase I");

WHEREAS, PHARR, SAN JUAN, MCALLEN & COUNTY agree to clear the Project environmentally and complete the schematic for approval by TxDOT and FHWA;

WHEREAS, the COUNTY has been successful in securing \$4.52M of Category 9 Transportation Alternative Program (TAP) funding for the construction cost of the Project through the Hidalgo County Metropolitan Planning Organization (HCMPO);

WHEREAS, the required 20% Local Match to the secured TAP funding is eligible for Economically Disadvantaged County (EDC) reduction;

WHEREAS, the % of Project Length based on track lane miles within each city limits is as follows:

- City of PHARR – 72.2%
- City of SAN JUAN – 13.6%
- City of MCALLEN – 14.2%;

WHEREAS, the lump sum fixed amounts of contribution by PHARR, SAN JUAN, & MCALLEN for all Phases (Phase I, II, III) of Project Development required for completion of the Project (FY 2015, FY 2016, FY 2017) are as follows:

- City of PHARR – \$950,986.00
- City of SAN JUAN – \$178,629.00
- City of MCALLEN – \$187,135.00

WHEREAS, the COUNTY is responsible for all costs above the current estimate, as identified on Exhibit A, and presently anticipates contributing \$1.32M towards all Phases (Phase I, II, III) of Project Development required for completion of the Project (FY 2015, FY 2016, FY 2017).

WHEREAS, the costs for Phase I – Environmental Assessment, Public Involvement, and Schematic Development are fixed costs;

WHEREAS, the Project development cost associated with Phase I is estimated to be \$569,540.00 of which COUNTY will contribute an estimated amount of \$284,770.00;

WHEREAS, PHARR desires to cooperate by contributing a fixed lump sum not to exceed the amount of \$205,603.94 to COUNTY toward the Phase I project development activities;

WHEREAS, SAN JUAN desires to cooperate by contributing a fixed lump sum not to exceed the amount of \$38,728.72 to COUNTY toward the Phase I project development activities;

WHEREAS, MCALLEN desires to cooperate by contributing a fixed lump sum not to exceed the amount of \$40,437.34 to COUNTY toward the Phase I project development activities;

WHEREAS, PHARR, SAN JUAN, MCALLEN & COUNTY 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;

WHEREAS, the COUNTY foresees County will maintain the Project following completion of the Project; and

WHEREAS, PHARR, SAN JUAN, MCALLEN agree to support the proposition that COUNTY assume the role as project sponsor to develop the Phase I development activities, inclusive of Environmental Assessment, Public Involvement, and Schematic Development aspects of the project within each respective City's municipal limits and have the single management and control of the Park.

NOW, THEREFORE, PHARR, SAN JUAN, MCALLEN & COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. COUNTY agrees to complete the Phase I project development activities, which include the Environmental Assessment, Public Involvement, and Schematic Development services identified on Exhibit A attached hereto and made a part of this agreement.
2. The project at various points, passes through the jurisdiction of PHARR, SAN JUAN and MCALLEN and when completed will form a linear park which the COUNTY shall have single management and control of.
3. The project development cost associated with Phase I will be an estimated \$569,540.00 of which COUNTY will contribute an estimated amount of \$284,770.00.
4. PHARR agrees to contribute, upon execution of this Interlocal Agreement, a lump sum amount of \$205,603.94 to COUNTY toward Phase I project development activities.
5. SAN JUAN agrees to contribute, upon execution of this Interlocal Agreement, a lump sum amount of \$38,728.72 to COUNTY toward Phase I project development activities.
6. MCALLEN agrees to contribute, upon execution of this Interlocal Agreement, a lump sum amount of \$40,437.34 to COUNTY toward Phase I project development activities.
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. The term of this Agreement is for five (5) years commencing on the date of execution of this Agreement and expiring on the fifth anniversary date of the Agreement.
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 Pharr, San Juan, McAllen and County, and not otherwise.
12. **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.
13. **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 Pharr: City of Pharr
 Attention: Dr. Ambrosio "Amos" Hernandez, Mayor
 P.O. Box 1729
 Pharr, Texas 78577

If to San Juan: City of San Juan
Attention: Hon. San Juanita Sanchez, Mayor
709 S. Nebraska St.
San Juan, Texas 78589

If to McAllen: City of McAllen
Attention: Hon. Jim Darling, Mayor
1300 Houston Avenue
McAllen, Texas 78501

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

With copy to: Hon. Eduardo "Eddie" Cantu, Commissioner, Pct. No. 2
300 West Hall Acres, Ste G
Pharr, Texas 78577

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 Pharr, San Juan, McAllen 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 Cities 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.

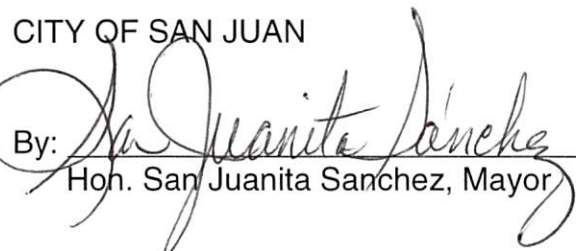
CITY OF PHARR

By: 
 Dr. Ambrosio Hernandez, Mayor

ATTEST:


 City Secretary

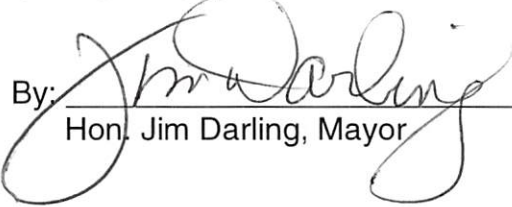
CITY OF SAN JUAN

By: 
 Hon. San Juanita Sanchez, Mayor

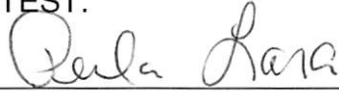
ATTEST:


 City Secretary

CITY OF MCALLEN

By: 
Hon. Jim Darling, Mayor

ATTEST:



City Secretary

COUNTY OF HIDALGO

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

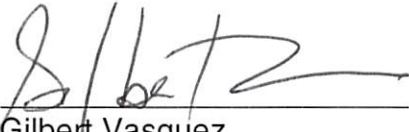
County Clerk

APPROVED AS TO FORM:

By: 

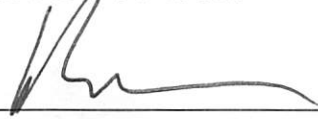
Patricia Rigney
Pharr City Attorney

APPROVED AS TO FORM:

By: 

Gilbert Vasquez
San Juan City Attorney

APPROVED AS TO FORM:

By: 

Kevin D. Pagan
McAllen City Attorney

APPROVED AS TO FORM:

By: _____
Stephen L. Crain
Hidalgo County Attorney

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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 the development of the Regional Linear Park from S. San Antonio Avenue West to S. 2ND Street (the "Project"), 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 the City of Pharr, City of San Juan, City of McAllen, Texas, and Hidalgo County.

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

By: Hon. Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT "A"
ESTIMATED PRELIMINARY PROJECT COSTS
REGIONAL LINEAR PARK PROJECT

LINEAR PARK PROJECT:	2ND ST. EAST TO SAN ANTONIO AVE.			
TOTAL PROJECT LENGTH:	7.74 TRACK LANE MILES			
PROPOSED ROW WIDTH:	20-FT			
PROPOSED TRAIL SECTION:	Linear Park Project			
PROPOSED TRAIL WIDTH: SECTION	10-FT			
ESTIMATED CONSTRUCTION COST	\$5,600,000.00			
ESTIMATED PROJECT COSTS	% LOCAL COST	TOTAL	HIDALGO COUNTY	CITY PARTICIPATION
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN				
Environmental Document with TxDOT	100%	\$ 152,400.00	\$ 76,200.00	\$ 76,200.00
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	\$ 20,400.00	\$ 10,200.00	\$ 10,200.00
Archeological and Historical Research	100%	\$ 25,000.00	\$ 12,500.00	\$ 12,500.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	\$ 31,500.00	\$ 15,750.00	\$ 15,750.00
Schematic for Hike & Bike Trail (Plan & Profile)	100%	\$ 105,640.00	\$ 52,820.00	\$ 52,820.00
Schematic Design for Hike & Bike Trail Tunnel Crossings at 4 Roadway Crossings (I-Rd, Ridge Road, E. Moore Rd, and US 281) To be approved by County and TxDOT	100%	\$ 72,000.00	\$ 36,000.00	\$ 36,000.00
Schematic Design for Hike & Bike Trail Bridges at 2 Irrigation Crossings & 1 Drain Ditch Crossing for TxDOT , Drainage District and Irrigation District Approval	100%	\$ 54,000.00	\$ 27,000.00	\$ 27,000.00
Office Surveys for Schematic (Pre. Ownership Identification and Property Rights)	100%	\$ 21,000.00	\$ 10,500.00	\$ 10,500.00
Preliminary Compensable Utilities Identification on Schematic	100%	\$ 18,000.00	\$ 9,000.00	\$ 9,000.00
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%	\$ 9,000.00	\$ 4,500.00	\$ 4,500.00
Public Involvement for 1 Public Hearing	100%	\$ 30,600.00	\$ 15,300.00	\$ 15,300.00
SUB-TOTAL		\$ 569,540.00	\$ 284,770.00	\$ 284,770.00
PHASE II - PS&E and CONSTRUCTION OVERSIGHT				
Field Surveys for Design and Construction	100%	\$ 273,000.00	\$ 136,500.00	\$ 136,500.00
PS&E Development Roadway (7.5% Engineering Fee)	100%	\$ 420,000.00	\$ 210,000.00	\$ 210,000.00
Bridge Layout for New Bridges at Irrig. Canal & Drainage Ditch for TxDOT Approval	100%	\$ 57,000.00	\$ 28,500.00	\$ 28,500.00
Geotechnical Soil information Road Crossings, Bridge Foundatons and Pav't Design	100%	\$ 69,000.00	\$ 34,500.00	\$ 34,500.00
Hydrology & Hydraulics of Proposed Tunnel Crossings on Existing Ditch at Roadway Crossings	100%	\$ 56,000.00	\$ 28,000.00	\$ 28,000.00
Engineering Fee to Incorporate TxDOT Comments	100%	\$ 33,000.00	\$ 16,500.00	\$ 16,500.00
Permitted Utilities Coordination to Adjust	100%	\$ 36,600.00	\$ 18,300.00	\$ 18,300.00
Hike and Bike Trail CONSTRUCTION COST ~ Anticipated to be Funded w/ CAT10 TAP & EL	3%	\$ 5,600,000.00	\$ 16,800.00	\$ 16,800.00
Construction Inspection (11%) ~ Anticipated to be Funded w/ CAT7 from HCMPO	3%	\$ 840,000.00	\$ 12,600.00	\$ 12,600.00
Eng Consultant Construction Management (18 Months)	100%	\$ 90,000.00	\$ 45,000.00	\$ 45,000.00
Direct State cost for Preliminary Engineering oversight	100%	\$ 67,200.00	\$ 33,600.00	\$ 33,600.00
SUB-TOTAL		\$ 7,541,800.00	\$ 580,300.00	\$ 580,300.00
PHASE III - ROW Acquisition				
Right-of-Way Costs - Acq.Services @ (est. 28 Parcels) & JUA (est. 12 Parcels/Ownerships)	100%	\$ 528,000.00	\$ 264,000.00	\$ 264,000.00
Est. County Attorney Cost for Condemnation (est. 10 Parcels @ \$15,000/Parcel)	100%	\$ 150,000.00	\$ 75,000.00	\$ 75,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	\$ 16,800.00	\$ 8,400.00	\$ 8,400.00
Estimated Right-of-Way Costs (ESTIMATED 805,000 SQ FT)	100%	\$ 208,560.00	\$ 104,280.00	\$ 104,280.00
SUB-TOTAL		\$ 903,360.00	\$ 451,680.00	\$ 451,680.00
ESTIMATED TOTAL		\$ 9,014,700.00	\$ 1,316,750.00	\$ 1,316,750.00

Phase I	FY 15	\$ 569,540.00	
Phase II	FY 16	\$ 1,034,600.00	Pending
Phase III	FY 17	\$ 544,800.00	Pending

TOTAL ESTIMATED LPA COSTS: \$ 2,633,500.00

TOTAL ESTIMATED PROJECT COST: \$ 9,014,700.00

LPA COSTS NOT INCLUDED IN WORK AUTHORIZATIONS \$ 484,560.00

Project Partnership Breakdown w/ Hidalgo County, Cities of McAllen, Pharr and San Juan			
City of Pharr Financial Commitment			
NOTE: 72.2% of the Project Length is in the City of Pharr	FY2015-17	\$950,986	
City of Pharr Financial Commitment		\$950,986	
City of Pharr Participation by way of Percentage of Total Construction Cost			10.55%
City of San Juan Financial Commitment			
NOTE: 13.6% of the Project Length is in the City of San Juan	FY2015-17	\$178,629	
City of San Juan Financial Commitment		\$178,629	
City of San Juan Participation by way of Percentage of Total Construction Cost			1.98%
City of McAllen Financial Commitment			
NOTE: 14.2% of the Project Length is in the City of McAllen	FY2015-17	\$187,135	
City of McAllen Financial Commitment		\$187,135	
City of McAllen Participation by way of Percentage of Total Construction Cost			2.08%
Hidalgo County Pct #2 Financial Commitment			
	FY2015-17	\$1,316,750	
Hidalgo County Pct #2 Financial Commitment		\$1,316,750	
Hidalgo County Pct #2 Participation by way of Percentage of Total Construction Cost			14.61%