

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PHARR, TEXAS AND
THE COUNTY OF HIDALGO, TEXAS**

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

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

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, In the Spring of 2015, County acting by and through Precinct 2 completed an alternatives analysis of trail routes to determine the most optimal route for a proposed Regional Linear Park Project (the "Park") and the most optimal route was utilized to apply for a competitive HCMPO FY 2015-2016 Program Call for Projects (the "Program Call") called the Transportation Alternatives Program ("TAP") in May 2015;

WHEREAS, In July of 2015, County acting by and through Precinct 2 was awarded a #1 ranking by the HCMPO Policy Committee among a pool of 5 local projects in a competitive process;

WHEREAS, the Park was awarded 100% of the available \$4.5 Million of Category 9 TAP funding for construction;

WHEREAS, additionally, the Park received \$1.1 Million of Economically Disadvantaged County allocations for a grand total of approximately \$5.6 Million of Federal/State assistance;

WHEREAS, On Aug 25, 2015, the City approved an Interlocal Cooperation Agreement along with the County, the City of McAllen and City of San Juan for the construction of the Park, attached herein; and

WHEREAS, the City has voiced concerns over several aspects of the Park including the routes otherwise known as the Technically Proposed Alignment 1 & Technically Proposed Alignment 2, ("TPA") the maintenance of the Park after its completion, the safety of the Park, whether the County will patrol the Park, and the \$950,986.00 that the City of Pharr had committed on August 25, 2015 to the development of the Park.

NOW, THEREFORE, City and County in consideration of the mutual covenants expressed hereinafter, agree between each other as follows:

1. The County agrees to:
 - a. Continue clearing the TPA through the ongoing NEPA process;
 - b. Cover all costs and expense related to construction of the project
 - c. Maintain the Park after its completed at the County's expense;
 - d. Install all safety features including 911 Phones, lighting, underground tunnels, and provide law enforcement patrolling, at the County's expense;
 - e. Provide patrols to increase the safety of the Park; and
 - f. Release the City from its previously agreed contribution of \$950,986.00 and for the County to assume the obligation to fund City's monetary contribution towards the development of the Park; and
 - g. Build pedestrian tunnels with the TAP funds under the following Segments: Tunnel 1 - Veterans Road (I Road), Tunnel 2 - Ridge Road, Tunnel 3 - East Moore Road, and Tunnel 4 - Cage Blvd. (Highway 281); located within the jurisdiction of the City corresponding to the appropriate segment. County will not proceed to build the next segment until the previous tunnel is complete and approved by the city of Pharr, more clearly identified in **Exhibit 'A'**.
2. In return, the City shall;
 - a. Agree to neither obstruct nor interfere, in any way, with the County's effort to build the Park with the TAP money that it secured in 2015;
 - b. Permit the County to develop and construct the Park with the money it was awarded from the TAP;
 - c. Permit the County to build pedestrian tunnels with the TAP funds under Veterans Road (I Road), Ridge Road, East Moore Road, West Moore Rd, and Cage Blvd. (Highway 281); located within the jurisdiction of the City;
 - d. Permit the County to construct, maintain and repair the Park within the City's jurisdiction, property and right of way; and
 - e. Permit and authorize the County to construct, maintain and provide law enforcement related to the Park within the City.
3. The parties agree that the TPA is identified as Proposed Alignment 1 and/or Proposed Alignment 2 on **Exhibit "A"** attached hereto.
4. The parties agree that the City will not attempt to designate itself as Project sponsor of the Park, so long as this Agreement is in place.
5. The parties agree that the City will not attempt to transfer/reallocate the TAP funds awarded to the Park project to any other project, so long as this Agreement is in place.
6. The parties agree that the County will prepare a reevaluation of the environmental document with TXDOT to consider Proposed Alignments 1 & 2 as attached hereto as **Exhibit "A"**.
7. The parties agree that the routes in Pharr, as described herein in **Exhibit "A"**, are to be subject to the recommendation of the residents of Pharr at a public meeting.

8. The parties agree that Moore Road shall not be utilized as a route of any sort.
9. The parties agree and acknowledge that City will not be financial responsible for any costs regarding its previously agreed contribution.
10. That parties agree and acknowledge that this Agreement supersedes all prior agreements between the parties regarding the linear park and the obligations of the parties to each other with respect thereto.
11. City, pursuant to Tex. Tans. Code § 251.012, authorizes County to perform the work described herein.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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 Pharr: City of Pharr
 Attention: Mayor Ambrosio "Amos" Hernandez
 P. O. Box 1729
 Pharr, TX 78577-1632

If to County: County of Hidalgo

Attention: County Judge Ramon Garcia
100 E. Cano, 2 Floor
Edinburg, Texas 78539

With copy to: Commissioner, Precinct 2
Eduardo "Eddie" Cantu
300 West Hall Acres, Suite G
Pharr, Texas 78577

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.

17. **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.
18. **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.
19. **Assignment.** This Agreement shall not be assignable.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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 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.

THE CITY OF PHARR

ATTEST:

Ambrosio "Amos" Hernandez, Mayor

City Secretary

COUNTY OF HIDALGO

ATTEST:

Ramon Garcia, County Judge Garcia

Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____


Stephen L. Crain

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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 whereby City and County desire to build a linear park with TAP funds and other funds with pedestrian tunnels under Veteran Road (I Road), Ridge Road, East Moore Road, West Moore Road and Cage Boulevard (Highway 281) and with County agreeing to maintain the Park within the City of Pharr's jurisdiction and upon City of Pharr's property and right of way through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Pharr, Texas.

By vote on _____ 2016 the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: 

Stephen L. Crain