

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 _____, 2018, 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, On, August 25, 2015, the City approved an Interlocal Cooperation Agreement with the County for a linear park, which was amended on October 24, 2017 and March 6, 2018;

WHEREAS, this Agreement shall encompass and supersede any and all prior agreements in relation to utility adjustments and/or relocations for South Veterans, Moore Road, Ridge Road, and US 281;

WHEREAS, pursuant to said Interlocal Cooperation Agreement, County is in the process of constructing a linear park, a part of which is located in the City (the "Park");

WHEREAS, the County has determined and expressed the need for tunnels to ensure pedestrian safety while crossing non-signalized intersections;

WHEREAS, County has requested assistance in the relocation of City water and sewer appurtenances to accommodate the Park;

WHEREAS, the necessary Ridge Road Tunnel as described on the RLPP Ridge Road Tunnel Layout sheet (sheet 100 of the Plan Set) will conflict with City utility lines that are currently within City of Pharr Right of Way;

WHEREAS, the necessary US 281 (Cage Blvd) Tunnel as described on the RLPP Cage Boulevard Tunnel Layout sheet (sheet 98 of the Plan Set) will conflict with City utilities that are currently within TxDOT Right of Way;

WHEREAS, the necessary Moore Road Tunnel as described on the RLPP Moore Road Tunnel Layout sheet (sheet 99 of the Plan Set) will conflict with City Utility lines that are currently within City of Pharr Right of Way;

WHEREAS, these conflicts will require the City's taxpayers to allocate money to engineer, construct, and maintain a system to accommodate the Park;

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

1. The County agrees to:

- a. Reimburse the City the actual costs for the Total Construction & Engineering to accommodate the Park. Actual costs will be identified by invoice to the County; or
- b. Contribute materials to a project (material to be approved by the City) equal to the value of the Total Cost of Construction & Engineering as identified by Invoices of actual costs submitted by the City of Pharr; and
- c. Pay or reimburse the City the annual Operation and Maintenance of the new lift station(s) for the life of the lift station(s) on a yearly basis; and
- d. All payments or reimbursements shall be made within 30 days of the submittal of final invoice from the City.

2. The City agrees to:

- a. Adjust and possibly relocate City utility lines located at the I Road Tunnel, Moore Road Tunnel, US 281 Tunnel, and Ridge Road Tunnel; and
- b. The City may also test and bring those City utilities back in service.

3. To the extent allowed by law, County shall defend and indemnify and hold harmless the City and its directors, officers, employees, agents, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to or result from any act or omission of this Interlocal or the Park Project.

4. City pursuant to Tex. Trans. Code § 251.012, authorizes County to perform the work described herein.

5. **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.

6. **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.

7. **Entire Agreement.** This Agreement contains the entire contract among 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

14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **No Waiver of Rights:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this agreement.

