

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, 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 City has raised a concern over the location of a portion of Phase II of the Park that will be located next to a City owned gun range and expressed the need to address the concern of said portion to ensure pedestrian safety;

WHEREAS, County has determined that it desires to construct a new gun range described on Exhibit A (the "Gun Range") on City property to accommodate said portion of Phase II of the Park;

WHEREAS, County desires to have the Gun Range available for use by County Law Enforcement;

WHEREAS, the County and the City have determined that it is in the best interests of the parties for the Gun Range to be constructed on City Property and the City will make the facility available to County law enforcement at mutually agreed upon times; and

WHEREAS, County and City upon approval of the relocation of the existing City Gun Range mutually agree that the pedestrian safety concern is addressed and County will proceed with construction of Phase II of the Park as originally approved and designed.

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

1. The County agrees to reimburse the City the actual costs, estimated by Exhibit A, to relocate the current gun range located east of Cage and south of Moore Rd (the "Gun Range") to a new location determined by the City of Pharr. This amount includes construction costs, engineering

fees and design costs as identified in Exhibit "A" to replicate and build a similar type gun range (to include the covered shooting area, bathroom facilities, and safety berms) to the City's existing Gun Range but at a new location.

2. 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.
3. City pursuant to Tex. Trans. Code § 251.012, authorizes County to perform the work described herein.
4. **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.
5. **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.
6. **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 specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.
7. **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.
8. **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, Texas
Attention: Mayor Ambrosio "Amos" Hernandez
P.O. Box 1729
Pharr, Texas 78577

If to County: County of Hidalgo
Attention: County Judge Ramon Garcia
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

With copy to: County of Hidalgo, Precinct 2
Eduardo "Eddie" Cantu, Commissioner Pct. No. 2
300 West Hall Acres, Suite G
Pharr, Texas 78577

9. 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.
10. **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.
11. **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.
12. **Assignment.** This Agreement shall not be assignable.
13. **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.
14. **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.
15. **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.

16. **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.

17. **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.

18. **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.

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

ATTEST:



City Secretary

CITY OF PHARR



Ambrosio "Amos" Hernandez, Mayor

APPROVED AS TO FORM:

By: 

Patricia A. Rigney, City Attorney

APPROVED BY
CITY COMMISSION
ON: 11-05-18 

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO

Ramon Garcia, County Judge

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Exhibit A

1. Covered Canopy Area:	Approximately 1,525 S.F @ \$45.00/S.F=	\$68,625
2. Restrooms:	Approximately 1,075 S.F @ \$75.00/S.F.=	\$75,875
3. Berm	Approximately 11,500 C.Y @ 15.00/C.Y=	\$172,500
Total Construction		\$317,000
Engineering/Testing(10.4%)		\$33,000
Grand Total		\$350,000