

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF MCALLEN, AND HIDALGO COUNTY, TEXAS CONCERNING THE DEVELOPMENT OF THE RECREATIONAL TRAILS CONNECTIVITY PROJECT CONNECTING THE EXISTING MISSION, HIDALGO, AND MCALLEN 2<sup>nd</sup> ST. HIKE AND BIKE FACILITIES VIA A NEW LOCATION 15.7MILE LONG, 10FT WIDE CONCRETE PATH.**

THIS agreement is made on this the \_\_\_ day of \_\_\_\_\_, 2024 by and between the CITY OF MCALLEN, 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**, the COUNTY is a local government defined by the Act, and a county in the State of Texas;

**WHEREAS**, CITY and COUNTY desire to cooperate in the development of the Recreational Trails Connectivity Project (the “Project”) as identified in Exhibit A of this agreement;

**WHEREAS**, CITY and COUNTY agree it is essential to develop this vital link from the City of Mission’s hike and bike trail EAST to the City of McAllen’s 2<sup>nd</sup> St. Hike and Bike Trail, and then SOUTH to the City of Hidalgo’s hike and bike trail;

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

**WHEREAS**, the % of the 15.7 miles of the overall project length based on track lane miles within each jurisdiction is as follows:

- City of MCALLEN                   – 56% (8.8 miles)
- City of MISSION                   – 24% (3.7 miles)
- City of HIDALGO                   – 9% (1.4 miles)
- Hidalgo County Pct #2         – 6% (1.0 miles)
- Hidalgo County Pct #3         – 5% (0.8 miles)

**WHEREAS**, CITY and 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; and

**WHEREAS**, CITY and COUNTY agree to support the proposition that COUNTY assume the role as project sponsor to develop the project through all project development activities, inclusive of PS&E and Construction Oversight aspects of the project within the City's municipal limits and have the single management and control of the project.

**NOW, THEREFORE**, CITY and COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. COUNTY agrees to complete the necessary project development activities, which include, but are not limited to; PS&E, Survey, Geotechnical Services, Utilities, ROW Permitting, Construction Management, and Construction Material Testing.
2. The project at various points, passes through the jurisdiction of MCALLEN, MISSION, and HIDALGO and when completed will form a 15.7 mile long connection between the Mission Hike and Bike Facility, the McAllen 2<sup>nd</sup> St. Hike and Bike trail, and the Hidalgo Hike and Bike Facility, which the COUNTY shall have single management and control of.
3. CITY agrees to contribute, to the project made the basis of this Interlocal Agreement, an amount not to exceed of \$3,120,000.00 which shall be paid to COUNTY in the following amounts: Upon execution of this Agreement a lump sum totaling \$2,330,738 (segments #1 and #3, Exhibit A), the remaining sum of \$789,262 will be paid on a reimbursement basis (segment #2, Exhibit A). EXHIBIT A attached.
4. The total project cost associated with the project is currently estimated at \$11,100,000 of which Hidalgo County will be responsible for the remaining balance through county funding and/or partnerships with other entities.
5. 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.
6. The term of this Agreement is for a minimum period of three (3) years commencing on the date of execution of this Agreement. The Agreement will renew automatically for additional one year terms until completion of the Project.
7. **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.

8. **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.
9. **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 City and County, and not otherwise.
10. **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.
11. **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 McAllen: City of McAllen  
Attention: Hon. Javier Villalobos, Mayor  
1300 Houston Ave.  
McAllen, Texas 78501
- If to County: Hidalgo County, Texas  
Attn: Hon. Richard F. Cortez, Hidalgo County Judge  
100 E. Cano St. – 2nd Floor  
Edinburg, Texas 78539
- With copy to: Hon. Eduardo “Eddie” Cantu, Commissioner, Pct. No. 2  
300 West Hall Acres, Ste G  
Pharr, Texas 78577
12. 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.

13. **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.
14. **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.
15. **Assignment:** This Agreement shall not be assignable.
16. **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.
17. **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.
18. **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 the City and County in accordance with its terms.
19. **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.
20. **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.
21. **Termination.** This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. The parties intend this provision to be a continuing right to terminate this Agreement.

22. **Non-Discrimination:** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or CITY and COUNTY policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other protected category.
23. **No Waiver of Immunities/Defenses:** Nothing in this Agreement is intended to and the CITY and COUNTY do not hereby waive, release or relinquish any right to assert any of the defenses the CITY OR COUNTY may enjoy by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to the CITY or COUNTY as to any claim or action of any person, entity, or individual against the CITY or COUNTY.
24. **Appendix II to CFR 200-Contract Provisions.** Pursuant to 2 CFR 200.327, a non- Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are incorporated by reference into this County contract should it be subject to Federal award.

(Signature Page to Follow)

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

CITY OF MCALLEN

By: \_\_\_\_\_  
Hon. Javier Villalobos, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

COUNTY OF HIDALGO

By: \_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, County Clerk

APPROVED AS TO FORM FOR CITY:

By: \_\_\_\_\_  
Isaac J. Tawil  
McAllen City Attorney

APPROVED AS TO FORM FOR COUNTY:

Office of the Hidalgo County  
Criminal District Attorney,  
Toribio "Terry" Palacios

By: \_\_\_\_\_  
Robert Viña, III  
Assistant District 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 Recreational Trails Connectivity Project, which is within the city limits of McAllen, Mission, Hidalgo and which benefits the County by extending its existing trail system. Said Project is approved and is authorized through an Interlocal Cooperation Agreement to be entered into with the City of McAllen, and Hidalgo County.

By vote on \_\_\_\_\_ 2024, the Hidalgo County Commissioners Court has approved the Project identified above.

\_\_\_\_\_  
By: Hon. Richard F. Cortez, Hidalgo County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, County Clerk

**APPROVED AS TO FORM:**  
Office of the Hidalgo County  
Criminal District Attorney,  
Toribio "Terry" Palacios

By: \_\_\_\_\_  
Robert Viña, III  
Assistant District Attorney

EXHIBIT A

