



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 6th day of November, 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:

*Hector Ruelas*  
City Secretary

CITY OF PHARR

*[Signature]*  
Ambrosio "Amos" Hernandez, Mayor

APPROVED AS TO FORM:

By: *P. Rigney*  
Patricia A. Rigney, City Attorney

APPROVED BY  
CITY COMMISSION  
ON: 11-05-18 *[Signature]*

ATTEST:  
*Arturo Guajardo Jr.*  
Arturo Guajardo, Jr., County Clerk



COUNTY OF HIDALGO

*Ramon Garcia*  
Ramon Garcia, County Judge

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP  
By: *[Signature]*  
Stephen L. Crain

APPROVED BY  
COMMISSIONERS COURT  
ON: 11/6/18 *[Signature]*

## Exhibit A

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

FILED  
AT 4:23 O'CLOCK P M  
NOV 13 2018  
ARTURO GUAJARDO, JR. COUNTY CLERK  
HIDALGO COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY

STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**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 the County agrees to construct a gun range for law enforcement purposes for City and County on real property owned by the City to accommodate County's linear park through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Pharr, Texas.

By vote on Nov. 6, 2018, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia  
By: Hon. Ramon Garcia, County Judge

  
ATTEST  
Arturo Guajardo Jr.  
Arturo Guajardo, County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: 11/6/18 jms

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By: SLC  
Stephen L. Crain

**AI-67491**  
**CC - REGULAR**

*✓ BMS 11/9/18*

**Precinct #2 21. C.**

**Meeting Date:** 11/06/2018

**Submitted For:** Eddie Cantu, COMM. PCT. #2

**Submitted By:** Erika Zamora, COMM. PCT. #2

**Department:** COMM. PCT. #2

**Information**

**CAPTION**

1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of Pharr, regarding the construction of a new Gun Range that will be available to County law enforcement to accommodate the Regional Linear Park Project-Phase II.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding the Regional Linear Park Project-Phase II.

**BACKGROUND**

The agreement will be attached on Monday.

**Fiscal Impact**

**Attachments**

agreement

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	11/02/2018 04:15 PM
Merlen P. Munoz	Merlen P. Munoz	11/02/2018 04:57 PM
Final Approval	Monica Salinas	11/02/2018 05:17 PM
Form Started By: Erika Zamora		Started On: 11/01/2018 05:33 PM
Final Approval Date: 11/02/2018		