



**INTERLOCAL AGREEMENT BETWEEN THE
THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, RIO GRANDE
VALLEY METROPOLITAN PLANNING ORGANIZATION, AND THE COUNTY OF
HIDALGO, TEXAS REGARDING THE DEVELOPMENT AND CREATION OF THE
HIDALGO COUNTY ACTIVE TRANSPORTATION AND TOURISM MASTER PLAN**

This Interlocal Agreement (the “Agreement”) is entered into by and between the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (“LRGVDC”), a regional council of government and political subdivision of the State and in coordination and collaboration with the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and the County of Hidalgo, Texas, (“County”), regarding creation of an active transportation and tourism master plan under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). The County, LRGVDC, and RGVMPO are collectively referred to herein as the “Parties” and are each a “Party”.

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS, active tourism is a component of economic and community development which combines activities like walking, biking, paddling, and bird watching which spur growth in tourism and travel while also contributing to a regions quality of life and to highlight the culture, history, and natural resources of a region; and,

WHEREAS, active transportation such as public transportation, walking, or bicycling create and foster opportunities for healthy living and a greater network of connectivity throughout a region which supports mobility and transportation options for low income and at risk populations; and

WHEREAS, the Rio Grande Valley region is comprised of many tourism destinations and a subtropical climate which allows for active transportation and recreation year-long; and,

WHEREAS, the Lower Rio Grande Valley Development Council was awarded a grant through the Rio Grande Valley Metropolitan Planning Organization and the Texas Department of Transportation to develop a regional active transportation and tourism master plan for Hidalgo County with the goal of creating a seamless, comprehensive hike and bike trail network in the Rio Grande Valley; and,

WHEREAS, the Hidalgo County Active Transportation and Tourism plan will identify opportunities for developing a comprehensive seamless network in Hidalgo County of trails, sidewalks, and infrastructure and includes components for drainage improvements, connections to public transportation and centers for economic and community development, and multimodal transportation options with future regional connections to Cameron County; and

WHEREAS, Hidalgo County will commit financially to the Hidalgo County Active Transportation and Tourism Plan by providing an initial investment of \$264,000.00 to support the procurement, development, and other activities associated with this project. Through a grant secured by the Lower Rio Grande Valley Development Council, Hidalgo County will be reimbursed a total of \$148,500.00 for an actual investment of \$115,500.00.

WHEREAS, the Parties desire to jointly pursue an active transportation and tourism master plan for Hidalgo County, whereby the LRGVDC, County and RGVMPPO will provide support for the program and the LRGVDC will administer such program; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I. Findings

1.1 The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved this Agreement by their respective entities, and that this Agreement will be in full force and effect when executed by all Parties.

II. RESPONSIBILITIES/DUTIES

2.1 LRGVDC will:

- A. Serve as the administrator and project manager of the Hidalgo County Active Transportation and Tourism Plan including planning, development, and coordination to implement this plan;
- B. Adhere to the rules and regulations as determined by the Federal Highways Administration and the Texas Department of Transportation in relation to management of this program;
- C. Procure an engineering and design firm to develop the Hidalgo County Active Transportation and Tourism Plan;
- D. Create a foundation and platform for collaboration which incorporates cities, governmental agencies, and fosters public-private partnerships;
- E. Enter into and manage contracts in relation to the Hidalgo County Active Transportation and Tourism Plan;
- F. Encourage and promote the Hidalgo County Active Transportation and Tourism Plan at outreach and community events;

- G. Work directly with Hidalgo County Active Transportation and Tourism Plan partners to monitor, manage, and report all criteria in accord with the requirements of Texas Department of Transportation (TxDOT) and other funders; and
- H. Provide updates to the Rio Grande Valley Metropolitan Planning Organization Policy Board and to the LRGVDC Board of Directors.

2.2 County will:

- A. Contribute an initial cash contribution as a local match to support the creation of the plan to ensure the investment into a seamless regional network which includes fees associated with the administration of the program as determined by the Texas Department of Transportation. This further includes any unforeseen costs as determined by the requirements set forth by TxDOT and FHWA to adhere to the rules and regulations of the TASA funding program;
- B. Support the sustainability of the Hidalgo County Active Transportation and Tourism Plan through a funding formula which identifies a local match contribution following the creation of the plan;
- C. Determine a County staff member who will act as the Point of Contact and representative on behalf of the County in collaborating with the LRGVDC and Active Plan Partners;
- D. Support regional active transportation and mobility initiatives like bikeshare, bicycle pedestrian counters, and public transportation;
- E. Participate in joint planning between the LRGVDC and Hidalgo County Active Transportation and Tourism Plan Partners for the purposes of:
 - a. Designing a network of connected trails for a single seamless system;
 - b. Provide a reasonable framework for cities to develop and construct their own trails to complement the network;
 - c. Prioritizing an active transportation culture for healthy spaces and healthy people through public investment;
 - d. Develop recommendations and strategies which addresses safety and mobility needs;
 - e. Facilitating an increase in access to transit and hike and bike facilities;
 - f. Expanding active tourism and transportation networks to connect beyond Hidalgo County limits;
 - g. Contribute to a reduction in vehicle trips and traffic;
 - h. Emphasize the importance of active living and healthy lifestyles;
 - i. Promote commerce in the Rio Grande Valley region by enhancing access to economic drivers such as through active tourism and active transportation.

III. Binding Effect; Benefiting Parties

3.1 This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either Party without first obtaining the written consent of the other Party.

3.2 This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

IV. Governmental Functions; Liability; No Waiver of Immunity or Defenses

4.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

4.1.1 The services provided for herein are governmental functions, and the LRGVDC and the County shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

4.1.2 The relationship of the LRGVDC and the County shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

4.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures', or any other similar such relationship between the Parties.

4.2 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the County, LRGVDC nor the RGVMPPO shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

4.3 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

V. Notices

5.1 All correspondence and communications concerning this Agreement shall be directed to:

COUNTY: Judge Richard F. Cortez
100 E. Cano
Second Floor
Edinburg, TX 78539

LRGVDC: Manuel Cruz, Executive Director
301 W. Railroad Street
Weslaco, TX 78596

RGVMPO: Andrew Canon, Executive Director
617 W University Drive
Edinburg, TX 78539

Notices required hereunder shall be hand-delivered or sent by prepaid certified mail, return receipt requested.

VI. Severability

6.1 If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

VII. Entire Agreement

7.1 This Agreement is the entire agreement between the County, LRGVDC and the RGVMPO as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

VIII. Governing Law; Venue

8.1 All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Hidalgo County, Texas. Should the need for dispute resolution arise, venue shall be in Hidalgo County, Texas.

IX. Term and Termination

9.1 This Agreement shall be for an initial term of two (2) years from the completion and approved date of the plan and will renew upon signed and written agreement by the parties to this agreement with adjustments made to the cash-match contributions as agreed to among the parties, unless terminated as herein provided and subject to any necessary funding being appropriated by the governing bodies of the Parties.

9.2 Either party may terminate this Agreement in whole or in part hereto whenever such termination is found to be in the best interest of either party. Termination shall be affected by the conveyance of a written notification thereof to the other party at least ninety (90) days in advance of the effective date of the termination.

X. Current Revenues

10.1 Pursuant to Section 791.001(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

XI. General Terms

11.1 **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

11.2 **Effective Date.** The Effective Date of this Agreement shall be the date last executed by a Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the dates noted below.

[SIGNATURE PAGE TO FOLLOW]

LRGVDC

By: _____

Date: _____

RGVMPO

By: _____

Date: _____

APPROVED AS TO FORM

Legal Counsel

COUNTY OF HIDALGO

By: Richard R Cortez
Judge Richard Cortez

Date: 8/26/22

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., **CLERK**



APPROVED AS TO FORM:
Hidalgo County District Attorney's Office

VM Ponce
Legal Counsel

APPROVED BY
COMMISSIONERS COURT
ON: 3/8/22

Lower Rio Grande Valley Development Council
301 West Railroad Street
Weslaco, Tx. 78596

INVOICE

Phone # (956) 682-3481
Fax # (956) 631-4670

TO: Hidalgo County
Judge Richard Cortez
100 E. Cano Street
Edinburg, TX 78539
ATTN: FINANCE DEPARTMENT

DATE	CHARGES	BALANCE
	<p>Hidalgo County Active Transportation & Tourism Plan</p> <p>Hidalgo County will commit financially to the Hidalgo County Active Transportation and Tourism Plan by providing an initial investment of \$264,000.00 to support the procurement, development, and other activities associated with this project. Through a grant secured by the Lower Rio Grande Valley Development Council, Hidalgo County will be reimbursed a total of \$148,500.00 for an actual investment of \$115,500.00.</p> <p style="text-align: right;">TOTAL</p> <p>Please make check payable to: Lower Rio Grande Valley Development Council</p> <p>Thank You.</p>	<p>\$264,000.00</p> <p>\$264,000.00</p>

cc 3/8/22



HIDALGO COUNTY ACTIVE TRANSPORTATION AND TOURISM PROJECT

One Page Proposal



The intent of this plan is to define opportunities for a regional network in Hidalgo County focusing on active multimodal transportation and opportunities for active tourism: bike and pedestrian infrastructure, tourism destinations, flooding and draining mitigation strategies, health and wellness, and community & economic development.



objectives

- Develop seamless and unified network of hike and bike trails
- address current gaps in bicycle pedestrian facilities and infrastructure
- estimate the return of investment for active tourism



key results

- improve individual and community health
- enhance multimodal transportation options and connectivity
- determine vision for multimodal transportation
- develop implementation guide with priorities and catalyst project(s) timeline



impact

- provide alternatives to vehicular transportation
- create recreational options to ease connectivity and improve air quality

TxDOT/Federal Award 75%	\$264,000.00
Local Cash Match 25%	\$115,500.00
<i>(Environmental, Engineering, & Design)</i>	\$66,000.00
<i>(Direct State Costs)</i>	\$49,500.00
Total Estimated Project Cost	\$379,500.00