

**INTERLOCAL COOPERATION AGREEMENT
REGARDING PUBLIC TRAIL USE
BETWEEN THE CITY OF IRVING AND THE CITY OF FARMERS BRANCH**

This **INTERLOCAL COOPERATION AGREEMENT REGARDING PUBLIC TRAIL USE** (“Agreement”) is entered as of the Effective Date by and between the **City of Irving, Texas** (“Irving”), a Texas home rule municipality, and the **City of Farmers Branch, Texas** (“Farmers Branch”), a Texas home rule municipality (Irving and Farmers Branch referred hereafter collectively as “the Cities”).

RECITALS

WHEREAS, Irving has constructed and operates a public pedestrian and bicycle regional trail known as the “Campion Trail” which is generally depicted on Exhibit “A,” attached hereto and incorporated herein by reference (“the Campion Trail”); and

WHEREAS, Farmers Branch has begun the development of, and desires to expand and extend, a public pedestrian and bicycle trail to be known as the “Westside Art Trail” which is generally depicted on Exhibit “A,” and

WHEREAS, the Cities each find that the development of public hike and bike regional trails within their respective boundaries enhance the quality of life for their respective residents depicted on Exhibit “B”; attached hereto and incorporated herein by reference, and

WHEREAS, the Cities desire to take advantage of the proximity of the Campion Trail and Westside Art Trail (collectively “the Trails”) to each other by connecting the Trails in a manner that would allow residents of each City to access and use the Trails in a continuous and seamless manner, which is generally depicted as “Trails Connection” to Exhibit “A”; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791, as amended) authorizes any local government to contract with one or more other local governments to perform governmental functions and services under the terms of the Act that could be performed by any of said local governments; and

WHEREAS, the Cities desire to enter an agreement pursuant to the Interlocal Cooperation Act, as amended, setting forth the terms by which the Trails may be connected to each other, operated, and maintained;

NOW, THEREFORE, for and in consideration of the terms, provisions, and payments set forth in this Agreement, the sufficiency of which is hereby acknowledged, Irving and Farmers Branch hereby agree as follows:

I. Term

1.01 Initial Term: This Agreement shall commence and become effective on the last date it is signed by the authorized representative of the Cities (“the Effective Date”) and continue until such time as terminated as provided herein.

1.02 Termination: Either City may terminate this Agreement without cause by delivering written notice to the other City not later than ninety (90) days prior to the date of termination.

II. Trail Connection

2.01 Purpose: The purpose of this Agreement is to set forth the provisions by which the Cities agree to allow the Trails to be connected to each other and authorize residents of each City to use the Trail located in the City in which the person does not reside.

2.02 Specific Responsibilities:

A. Irving: Irving shall be solely responsible for the operation, maintenance, repair, and replacement of the Campion Trail, including all costs related thereto. Irving furthermore retains the sole right to adopt and enforce such ordinances, rules, and regulations regarding the use of the Campion Trail; provided, however, Irving agrees that ordinance, rules, and regulations applicable to use of the Campion Trail shall apply equally to people who live, work, or own property in Farmers Branch who use the Campion Trail.

B. Farmers Branch: Farmers Branch shall be solely responsible for the construction, operation, maintenance, repair and replacement of the Westside Art Trail. Farmers Branch furthermore retains the sole right to adopt and enforce such ordinances, rules, and regulations regarding the use of the Westside Art Trail; provided, however, Farmers Branch agrees that ordinances, rules, and regulations applicable to use of the Westside Art Trail shall apply equally to people who live, work, or own property in Irving who use the Westside Art Trail.

C. Trails Connection: Farmers Branch shall be solely responsible for the design and construction of the Trails Connection, including all costs related thereto, in accordance with the Irving trail design standards. Irving agrees to reasonably cooperate with Farmers Branch by providing such information as Farmers Branch may require to properly design the Trails Connection. Prior to commencement of construction of the portion of the Westside Art Trail which includes the Trails Connection, Farmers Branch agrees to provide Irving the opportunity to review, comment, and approve the plans and specifications relating to and inspect the construction of the Trails Connection, which approval shall not be unreasonably delayed or withheld. Farmers Branch agrees to provide Irving not less than ten (10) days written notice prior to commencing construction on the Trails Connection. Upon Irving's acceptance of the completed Trails Connection, Irving shall own the improvement and the responsibility stated in 2.02.A. shall extend to the area of the Trails Connection.

D. Right of Entry: Irving hereby grants to Farmers Branch, its employees and contractors, the right to enter Irving's property to the extent necessary to construct the Trails Connection.

E. Access to the Trails: Upon completion of the Trails Connection, neither City shall establish any barrier or otherwise prohibit people using the Campion Trail from continuing on to use the Westside Art Trail or people using the Westside Art Trail from continuing on to use the Campion Trail; provided, however, nothing herein shall prevent either City from prohibiting the use of either Trail by a person pursuant to a City's right to enforce its ordinances, rules, or regulations.

F. On-Going Costs: Nothing in this Agreement shall be construed as requiring either City to appropriate funds for the construction, operation, repair, maintenance, or replacement of the Trails, it being the primary intent of the Cities to establish an agreement to connect the Trails and to allow mutual access over the Trails to people who reside, work, or own property in either of the Cities.

III. Miscellaneous

3.01 Entire Agreement: This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

3.02 Currently Available Funds: All payments made pursuant to this Agreement shall be made from currently available funds.

3.03 Assignment: Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.

3.04 Party Responsibility: To the extent allowed by law, and without waiving any governmental immunity available to the parties under Texas law, or any other defenses the parties are able to assert under Texas law, each party agrees to be responsible for its own negligent or intentional acts or omissions in the course of performance of this Agreement.

3.05 Immunity: It is expressly understood and agreed that, in the performance of this Agreement, neither party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

3.06 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective successors and assigns.

3.07 Governing Law; Venue: The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in a State District Court in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

3.08 Attorneys Fees: In the event of any litigation between the parties hereto arising from any dispute arising from or related to this Agreement, neither party shall be entitled to costs or attorney fees from the other party.

3.09 Amendments: This Agreement may be amended only by the mutual written agreement of the parties.

3.10 Severability: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

3.11 Notice: Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to Irving:

City of Irving
Attn: City Manager
825 W. Irving Blvd.
Irving, TX 75060

With copy to:

Mr. Charles R. Anderson
City Attorney
825 W. Irving Blvd.
Irving, TX 75060

If to Farmers Branch:

City of Farmers Branch
Attn: City Manager
13000 William Dodson Parkway
Farmers Branch, TX 75234

With copies to:

Mr. Peter G. Smith
Nichols Jackson, Dillard, Hager & Smith, LLP
1800 Lincoln Plaza
500 N Akard, Suite 1800
Dallas, Texas 75201

3.12 Counterparts: This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

3.13 Exhibits and Recitals: The recitals and any exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

(Signatures on Following Page)

SIGNED AND AGREED this ____ day of _____, 2019.

City of Irving, Texas

By: _____
Richard H. Stopfer, Mayor

ATTEST:

Shanae Jennings, City Secretary

APPROVED AS TO FORM:

Kuruvilla Oommen, City Attorney

SIGNED AND AGREED this ____ day of _____, 2019.

City of Farmers Branch, Texas

By: _____
Charles S. Cox, City Manager

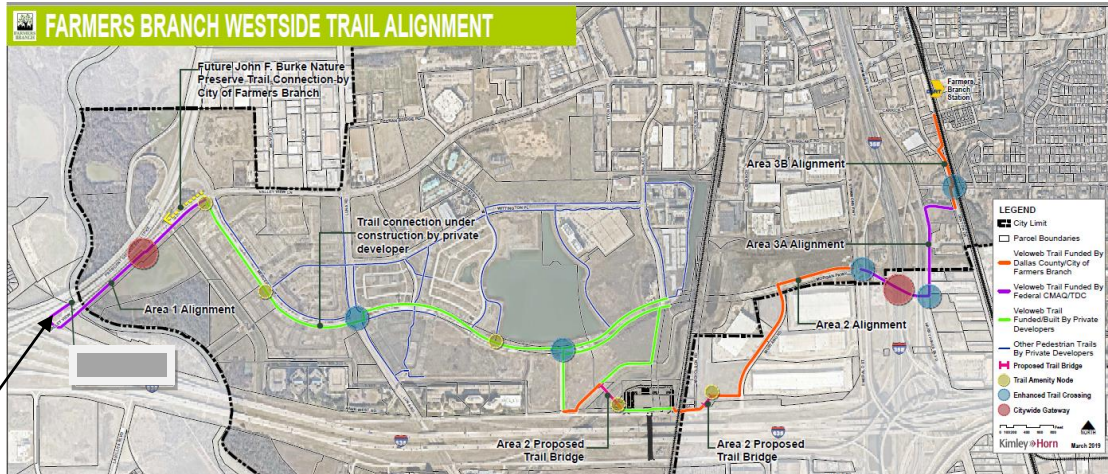
ATTEST:

Amy Piukana, TRMC, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

Exhibit "A"
Depiction of the Trail and Trail Connection



Trails Connection

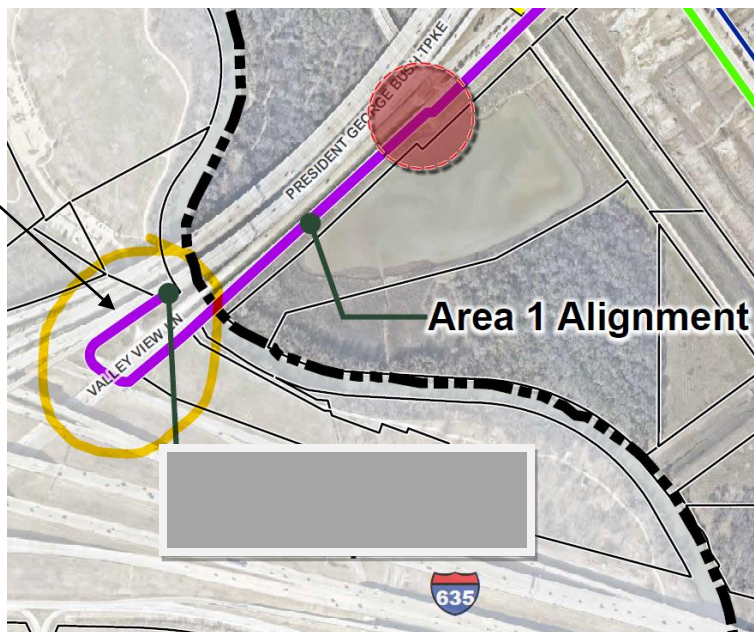




Exhibit "B"

December 19, 2018

City of Farmers Branch
Sustainability & Public Health
13000 William Dodson Pkwy
Farmers Branch, TX 75234
Attn.: Mitzi Davis, Program Manager

Re: Westside Trail-Campion Trail Connector

Dear Mitzi,

The City of Irving has reviewed the preliminary alignment of the Farmers Branch's Westside Trail connection to our Campion Trails. The Westside Trail is the main east-west trail system for Farmers Branch coming from the Mercer's Crossing Development and will also be part of the larger Metrolplex's regional trail system. The proposed alignment is to have the trail along the shoulder of northbound lanes of Valley View Lane with having a barrier between the vehicular traffic and the bike\pedestrian usage along with appropriate railing on the eastern side. The trail would go along Valley View Lane and have a pedestrian crossing at the west bound Frontage Road of IH 635 to enable users to cross Valley View Lane. Once this crossing is made, the alignment would be to route the trail underneath the GBTP to tie into Campion Trail. This alignment was deemed to be the safest for users.

The City of Irving supports these efforts and looks forward to working with you to finalize the route and the necessary details. This project will be beneficial for citizens of both cities by providing additional recreational opportunities.

As discussed, and as we have done in the past, an Interlocal Agreement will need to be reviewed and finalized prior to construction.

If you have any questions, please let me know.

Best Regards,

Gene Moulden
CIP Planning Manager

City of Irving | 825 W. Irving Blvd. | Irving, TX 75060 | 972.721.2600 | www.cityofirving.org