

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WESLACO, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the _____ day of _____, 2013, by and between the **CITY OF WESLACO, 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, Weslaco is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, Mile 6 West (Westgate Drive) is an important and critical integral infrastructure connecting link corridor within Hidalgo County;

WHEREAS, Texas Department of Transportation ("TxDOT"), the Hidalgo County Metropolitan Planning Organization, City and County have identified the need to widen and reconstruct Mile 6 West (Westgate Drive) from an existing two-lane rural roadway to a four-lane facility (the "Road");

WHEREAS, TxDOT, City and County have allocated Federal, State and local funds to fully fund engineering, environmental, survey, the acquisition of right of way, adjustment of utilities and construction of the Road;

WHEREAS, the segment of the Road from Mile 9 to Mile 10 is within the current corporate limits of City, while segments north of Mile 10 are within the Extraterritorial Jurisdiction (ETJ) of the City and within County jurisdiction;

WHEREAS, the Road serves as a connecting link and an integral part of the County road system and such Road improvements are in the best interest of the County and City;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. 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 pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The County and City agree in cooperation with TxDOT it is in their mutual best interest to widen and reconstruct the Road from an existing two lane rural roadway to a four lane facility (the "Road Improvements").
2. County agrees to undertake the acquisition of right-of-way for the Road within the city limits and ETJ of City, including but not limited to, required title reports, title policies, appraisals, recording fees, closing costs, the cost of land and condemnation of rights-of-way which cannot be acquired by agreement of the landowner on a reimbursement basis.
3. City further agrees to reimburse County one-half of for any and all expenses not reimbursed directly to County by TxDOT for the Road reconstruction and improvements including but not limited to right-of-way acquisition, the cost of land, title policies, appraisals, recording fees, closing costs and any necessary legal services and any and all expenses incurred by County related to engineering design, surveying, environmental documentation and construction of the Road project.
4. County agrees to invoice City for all expenses incurred on City's behalf for the Project for work performed except for those expenses paid directly by TxDOT to County on City's behalf, and City agrees to make such payments to County within thirty (30) days of receipt of invoices.
5. City further agrees to at its sole cost and expense to incur all costs associated with utility design, construction costs for utility relocation of City owned utilities and all related items. Applicable cost for non-City owned utilities will be shared between City and County pursuant to numbered paragraph 3 hereof .
6. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation during the construction of the Project as described herein.
7. 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.
8. **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

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 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 so 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 City and County in accordance with its terms.
19. **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.
20. **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.

[SIGNATURE PAGE WILL FOLLOW]

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

THE CITY OF WESLACO

Miguel Wise, Mayor

ATTEST:

City Secretary

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____


Stephen L. Crain

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 to desire to widen and reconstruct Westgate Drive between Mile 9 and Mile 11 road through an Interlocal Cooperation Agreement to be entered into with the City of Weslaco, Texas, and Hidalgo County.

By vote on _____ 2013, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:  _____
Stephen L. Crain