

**STATE OF TEXAS       §**  
**COUNTY OF HIDALGO   §**

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

THIS Agreement is made on this the \_\_\_ day of \_\_\_\_\_, 2015 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County", and **CITY OF WESLACO** hereinafter referred to as "City", 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, 18<sup>th</sup> Street from Farm-to-Market 1015 to South Airport Drive, South Airport Drive from 18<sup>th</sup> Street to Mile 5½ North Road and Mile 5½ North Road from South Airport Drive to Pleasantview Drive are an important and critical integral infrastructure within Hidalgo County (collectively the "Road");

WHEREAS, City and County desire to overlay the Road;

WHEREAS, forty nine and one-half percent (49.5%) of the Road is within the jurisdiction of the County and fifty and one-half percent (50.5%) is within the corporate jurisdiction of the City;

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

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 City shall pay the County the actual cost of City's percentage of overlaying the Road within the City's jurisdiction. The County shall pay the actual cost of the County's percentage of overlaying the Road within the County's jurisdiction. The approximate cost of labor, equipment and materials, for overlaying the Road within both the City and County jurisdiction is Three Hundred Seventy One Thousand Six and 16/100ths Dollars (\$371,006.16) as described on Exhibit A and B attached hereto (the "Approximate Cost"). City shall pay County within thirty (30) days of execution of this Agreement by City and County the sum of Two Hundred Thousand Dollars (\$200,000.00) as City's advance payment for overlaying the Road (the "Advance Payment"). Within thirty (30) days following the completion of the overlaying of the Road in accordance with County's specifications by County, County shall perform a reconciliation of the actual cost of overlaying the Road. Should the actual cost of overlaying the Road be in excess of the Approximate Cost then the City shall within thirty (30) days after invoice from County pay County such excess cost attributable to the City's percentage of forty nine and one half (49.50%) of the Road within City jurisdiction less the Advance Payment.
2. County will through its own forces provide all labor equipment and materials necessary for improvement of the road with County' jurisdiction at County's sole expense. The approximate cost for improvement of the Road.
3. The parties agree that City and County will each inspect and accept the Road prior to declaring the work completed.
4. The parties further agree that upon completion of the improvements, each party shall be responsible for the maintenance and operation of the Road within each party's respective jurisdiction.
5. Pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein with its corporate city limits.
6. **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 any 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 provisions 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.

7. **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.
8. **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 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 the City and County and not otherwise.
9. **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.
10. **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 City:                   City of Weslaco  
David Suarez, Mayor  
255 S. Kansas Ave.  
Weslaco, TX 78596-6158

If to County:               Hidalgo County  
Attn: Ramon Garcia, County Judge  
302 W. University Dr.  
Weslaco, TX 78539

With copy to:              Commissioner A.C. Cuellar, Jr., Precinct No.1  
1902 Joe Stephens Avenue  
Weslaco, Texas 78596

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.

11. **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.

**12. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.

**13. Assignment.** This Agreement shall not be assignable.

**14. 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.

**15. 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.

**16. Authority to Execute.** The execution and performance of this Agreement by the City and the 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.

**17. 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.

**18. 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. Section 271.903.

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

**CITY OF WESLACO**

By: \_\_\_\_\_  
David Suarez, Mayor

ATTEST:

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

**HIDALGO COUNTY**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
By: 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 §791.011, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project. County and City desires to assist each other desire to overlay 18<sup>th</sup> Street from Farm-to-Market 1015 to South Airport Drive, South Airport Drive from 18<sup>th</sup> Street to Mile 5½ North Road and Mile 5½ North Road from South Airport Drive to Pleasantview Drive an Interlocal Cooperation agreeing to assist each other with equipment, materials and manpower.

By vote on \_\_\_\_\_ 2015, 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

# EXHIBIT A

## HIDALGO COUNTY PRECINCT NO.1

### Mile 6N (FM1015 - S. Airport) & S. Airport (18th. - M 5 1/2 N.) & Mile 5 1/2 N (S. Airport - 3 1/2)

MATERIALS ONLY							
Item No.	Estimated Quantity	Unit	Item Description	Width (LF)	Length (LF)	Unit Price	Total Extension
1	1,540	TONS	Hot mix - Mile 6 North (FM1015 - South Airport)	24	5,250	\$ 58.00	\$ 89,320.00
2	795	TONS	Hot mix - Mile 5 1/2 N (South Airport Dr. - 3 1/2)	20	3,250	\$ 58.00	\$ 46,110.00
3	966	TONS	Hot mix - South Airport Dr. (18th St. - Mile 5 1/2 North)	20	3,950	\$ 58.00	\$ 56,028.00

PROJECT TOTAL \$ 191,458.00

**EXHIBIT B**

**HIDALGO COUNTY PRECINCT NO.1**

**Mile 6N (FM1015 - S. Airport) & S. Airport (18th. - M 5 1/2 N.) & Mile 5 1/2 N (S. Airport - 3 1/2)**

<b>EQUIPMENT RATE</b>				
# Units	Item Description	Estimated Hours	Hourly Rate	Total Extension
1	Paving Machine	200	\$ 125.00	\$ 25,000.00
1	Backhoe	200	\$ 33.00	\$ 6,600.00
1	Steel Roller (Vibratory)	200	\$ 25.00	\$ 5,000.00
1	Pneumatic Roller	200	\$ 29.00	\$ 5,800.00
1	Oil Truck	12	\$ 31.00	\$ 372.00
9	Dump Truck	200	\$ 45.00	\$ 81,000.00
2	Traffic Control Pickup Trucks	200	\$ 14.00	\$ 5,600.00

**EQUIPMENT TOTAL \$ 129,372.00**

# Employees	Item Description	Estimated Hours	Hourly Rate	Total Extension
1	Project Manager	80	\$ 27.40	\$ 2,192.00
1	Paving Operator	200	\$ 21.64	\$ 4,328.00
1	Backhoe Operator	200	\$ 15.10	\$ 3,020.00
1	Roller Operator	200	\$ 14.58	\$ 2,916.00
1	Pneumatic Roller Operator	200	\$ 12.06	\$ 2,412.00
1	Oil Truck	12	\$ 13.18	\$ 158.16
1	Dump Truck Operator	200	\$ 16.92	\$ 3,384.00
1	Dump Truck Operator	200	\$ 17.58	\$ 3,516.00
1	Dump Truck Operator	200	\$ 14.59	\$ 2,918.00
1	Dump Truck Operator	200	\$ 13.82	\$ 2,764.00
1	Dump Truck Operator	200	\$ 13.49	\$ 2,698.00
1	Dump Truck Operator	200	\$ 12.50	\$ 2,500.00
1	Dump Truck Operator	200	\$ 17.07	\$ 3,414.00
1	Laborer	200	\$ 14.59	\$ 2,918.00
1	Laborer	200	\$ 12.02	\$ 2,404.00
1	Laborer	200	\$ 15.61	\$ 3,122.00
1	Traffic Control / Flagman	200	\$ 14.38	\$ 2,876.00
1	Traffic Control / Flagman	200	\$ 13.18	\$ 2,636.00

**LABOR TOTAL \$ 50,176.16**

**Grand Total**

**\$ 179,548.16**