

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the _____ day of _____, 2015 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, Border Avenue from Mile 5 North to Mile 6 North (18th Street) is an important and critical integral infrastructure connecting link corridor within Hidalgo County (the "Road");

WHEREAS, a portion of the Road is within the corporate limits of Weslaco, while the remaining segment is within County jurisdiction;

WHEREAS, the Road serves as a connecting link and an integral part of the County road system and such improvements to the Road 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 to share the costs based on territory pertaining to each authority at 48% City and 52% County for engineering and construction of Border Avenue from Mile 5 North to Mile 6 North (18th Street) located within the municipal limits of City and County jurisdiction.
2. The parties agree that City will follow procurement procedures for engineering and construction in accordance to City of Weslaco policies and procedures.
3. The parties agree that, if during the design process cost savings are identified by using City or County manpower in construction, City or County manpower will be used in improvement areas and cost of materials will be shared based on the portion of the Road within City and County's respective jurisdiction at 48% for City and 52% for County.
4. The parties agree that City and County will each inspect and accept the Road prior to declaring the work completed.
5. 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.
6. Pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein within its corporate city limits.
7. County agrees to pay City the County's portion of the cost within thirty (30) days after receiving City's invoice for County's cost of engineering and construction.
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 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.
9. **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.
10. **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 City and County, and not otherwise.
11. **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.
12. **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 Weslaco: City of Weslaco
Attention: City Manager
225 S. Kansas Avenue
Weslaco, Texas 78599

If to County: County of Hidalgo
Attention: County Judge Ramon Garcia
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Commissioner A.C. Cuellar, Jr., Precinct No.1
1902 Joe Stephens Avenue
Weslaco, Texas 78599

Each notice, demand, request or communication which shall be delivered or mailed in the manner described shall be deemed sufficiently given for all purpose 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.

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.

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.

Assignment. This Agreement shall not be assignable.

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.

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.

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.

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.

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 of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) 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.

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

THE CITY OF WESLACO

David Suarez, Mayor

ATTEST:

Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:

Ramon Vela, City Attorney

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

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**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 improve Border Avenue from Mile 5 North to Mile 6 North (18th Street) through an Interlocal Cooperation Agreement to be entered into with the City of Weslaco, Texas, and Hidalgo County.

By vote on _____2014, 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