

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 \_\_\_\_\_, 2016, 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**, City 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**, City and County desire to jointly undertake a road improvement project to reconstruct portions of the following roads partially within City's municipal limits: Milanos Road commencing at Business 83 south to Mile 6 Road and 6<sup>th</sup> Street from Milanos Road east approximately 1300 feet to the elevated canal (collectively the "Roads");

**WHEREAS**, the Roads form a connecting link and integral part of the County and City road systems and the improvements to the Roads are in the best interest of the County and the 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 parties agree to cooperate in making the necessary improvements, to the Roads as described herein.
2. County agrees to provide plans and specification for the reconstruction of the Roads, and all labor, and machinery necessary to reconstruct the Roads herein.

3. County will, to the extent reasonably possible, follow the County's standard specifications in road reconstruction unless otherwise agreed in writing by both parties.
4. Prior to commencement of the reconstruction of the Roads by the County, the City agrees to provide to County the sum of Two Hundred Eighteen Thousand One Hundred Twenty-Two and ninety-seven one hundredths Dollars (\$218,122.97) within ten (10) days of the approval of this Agreement by City for the cost of materials for the reconstruction of the Roads within the municipal limits of City. Any excess of such dollars provided by City to County under this numbered paragraph 4 not used by the County for material purchase for reconstruction of the Roads within the municipal limits of City shall be returned to City within a reasonable time following the completion of such reconstruction of the Roads within the municipal limits of City
5. City and County will each share equally the cost of any material or other testing required in the reconstruction of the Roads.
6. Any and all other costs deemed necessary for the reconstruction of the Roads shall be borne by the County.
7. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will complete the road improvements no later than 90 days from execution of the contract.
8. City, pursuant to Tex. Trans. Code § 251.012, City authorizes County to perform all work necessary or required for the reconstruction of the Roads within the municipal limits of the City.
9. **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.
10. **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.
11. **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



18. **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.
19. **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.
20. **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.
21. **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.

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

**THE CITY OF WESLACO**

\_\_\_\_\_  
David Suarez, 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       §  
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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 whereby City of Weslaco and County desire to jointly undertake a road reconstruction project to reconstruct portions of Milanos Road beginning at Business Highway 83 south to Mile 6 Road and 6<sup>th</sup> Street from Milanos Road approximately 1300 feet east to the elevated canal within City's municipal limits (collectively the "Roads"); through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Weslaco, Texas.

By vote on \_\_\_\_\_ 2016 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