

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT AMONG THE CITY OF DONNA, THE CITY OF WESLACO, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the _____ day of _____, 2017, by and among **THE CITY OF DONNA, TEXAS**, hereinafter referred to as "Donna", **THE CITY OF WESLACO, TEXAS** hereinafter referred to as "Weslaco" 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, Donna is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, Weslaco is a municipality located in Hidalgo County, Texas;

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

WHEREAS, County desires to reconstruct approximately 9,000 linear feet of Midway Road from 18th Street North to Business 83, such road more particularly described on Exhibit A attached hereto (the "Road");

WHEREAS, approximately 722 linear feet of the Road is within the municipal limits of both Donna and Weslaco as the west side of the Road is within Donna municipal limits and the east side of the Road is within Weslaco municipal limits;

WHEREAS, approximately 2714 linear feet of the Road is within the municipal limits of Weslaco and County as the east side of this portion of the Road is within the municipal limits of Weslaco and the west side of this portion of the Road is within the County;

WHEREAS, approximately 5564 feet of the Road lies within the County;

WHEREAS, the Road forms an integral part of the County road system and the improvements to the Road are in the best interest of Donna, Weslaco and the County;

WHEREAS, Donna and Weslaco, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of public roadways within their respective municipal limits; and

WHEREAS, Donna, Weslaco 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

Texas Transportation Code which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, Donna, Weslaco 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 Road as described herein.
2. County agrees to provide through its own forces or a third-party contractor(s) all labor, machinery and material necessary for reconstruction of the Road.
3. Donna and Weslaco each agrees to pay upon execution of this Agreement the sum of One Hundred Ninety-Three Thousand Eight Hundred Twenty-Three and 45 one hundredths Dollars (\$193,823.45) being the estimated cost of their share the Road improvements. Any actual costs in excess of the estimated costs shall be paid by Donna and Weslaco within thirty (30) days against invoice by the County
4. County will, to the extent reasonably possible, follow the County's standard specifications for road reconstruction unless otherwise agreed in writing by all parties.
5. Any and all costs of engineering services shall be borne exclusively by the County.
6. Donna, Weslaco and County will coordinate work schedules in order to provide for minimal disruption to the public during the reconstruction of the Road.
7. Donna and Weslaco pursuant to Tex. Trans. Code § 251.012, authorize County to perform the work described herein within their municipal limits.
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 among the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in

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 McAllen and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of McAllen 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.

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

ATTEST:

Donna City Secretary

CITY OF DONNA

Irene Munoz, Mayor

CITY OF WESLACO

ATTEST:

Weslaco City Secretary

David Suarez, Mayor

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

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 whereby Donna, Weslaco and County desire to reconstruct approximately 9000 linear feet of Midway Road from 18th Street North to Business 83 which is a state road farm to market road through an Interlocal Cooperation Agreement to be entered into among Hidalgo County, the City of Donna, Texas and the City of Weslaco, Texas.

By vote on _____ 2017 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

Midway Road Reconstruction Project

Exhibit A

Business 83

Donna

Weslaco



4000 ft

Google Earth

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