

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on and entered into by and between **COUNTY OF HIDALGO, TEXAS**, by and through **COMMISSIONER PRECINCT 1**, hereinafter referred to as (“County”), and **CITY OF WESLACO** hereinafter referred to as (“City”), pursuant to the provisions of the Texas Interlocal Cooperation Act “Act”), as follows:

I. WITNESSETH:

WHEREAS, the City is a home rule municipality and a “local government” as defined by the Act, and a political subdivision of the State of Texas, within the boundary Hidalgo County; and

WHEREAS, County is a “local government” as defined by the Act, and a political subdivision of the State of Texas; and

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

WHEREAS, City and County desire to jointly undertake a road improvement project to a portion of Mile 10 from Westgate (Mile 6) to FM 88 (Mile 5), in Hidalgo County, Texas (the “Road” and/or the “Project”); and

WHEREAS, County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. 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; and

WHEREAS, County and City have determined the Project will provide a mutual benefit to each other;

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 Road as described herein.
2. County agrees to provide all labor, material and machinery necessary to perform the improvements to the Road described herein.
3. County will, to the extent reasonably possible, follow the County's standard specifications in improvements unless otherwise agreed in writing by both parties.
4. Upon execution of the Agreement, City agrees to provide the sum of Fifty Four Thousand Nine Hundred Seventeen and seventy eighty one hundredths Dollars (\$54,917.78) being their share of the estimated cost of the Project.
5. Any actual costs in excess of the estimated cost (attached to this Agreement as Exhibit "A") shall be shared by City and County. City shall reimburse County within thirty (30) days of invoice by County any additional costs incurred.
6. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational fiscal affairs of the parties and will complete the road improvements no later than 90 days from the execution of this agreement.
7. City has authorized County to perform the work herein described pursuant to Tex. Trans. Code §251.012.
8. Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
9. **Texas Law to Apply.** This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Agreement as performable in Hidalgo County, Texas.
10. 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 time such conflict exists.

11. No waiver by any party hereto of any breach of any provision of the Agreement will be deemed to be a waiver of any proceeding or succeeding breach of the same or any other provision hereof.
12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request 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**
Attention: Mayor David Suarez
Address: 255 S. Kansas Ave.
Weslaco, Texas 78596

If to County: **County of Hidalgo, Texas**
Attn: Ramon Garcia, County Judge
100 E. Cano, Second Floor
Edinburg, TX 78539

With copy to: **David L. Fuentes, Commissioner Precinct No. 1**
1902 Joe Stephens Avenue
Weslaco, Texas 78596

13. **Entire Agreement.** This contract contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
14. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
15. **Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to execute each 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.

16. **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.
17. **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.
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. **Non Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
20. **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.
21. **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.
22. 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 the Texas Local Government Code.

THIS AGREEMENT is executed in duplicate originals, copies of which will be considered a true and correct original copy of this Agreement and shall be effective as of the day and year first written above:

CITY OF WESLACO

BY: _____
David Suarez, Mayor

ATTEST:

BY: _____
Elizabeth Walker, City Secretary

COUNTY OF HIDALGO, TEXAS

BY: _____
Ramon Garcia Hidalgo, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Assistant District Attorney

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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 improvement project to a portion of Mile 10 from Westgate (Mile 6) to FM 88 (Mile 5), in Hidalgo County, Texas (the "Road"); through an Interlocal Cooperation Agreement to be entered into by Hidalgo County and City of Weslaco, Texas.

By vote on the ___ day of _____, 2018 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:

Office of Criminal District Attorney, Ricardo Rodriguez, Jr.

By: _____
Assistant District Attorney

Mile 10

Mile 10 Between Mile 6 / Westgate and FM 88 / Mile 5 total 5,258 L.F.

Legend

Road Construction Olivarez



