

**STATE OF TEXAS           §**

**COUNTY OF HIDALGO   §**

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

This Agreement is made and entered into this \_\_\_\_\_ day \_\_\_\_\_ of 2019 by and between County of Hidalgo, Texas by and through its Precinct 1, hereafter 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, 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 of 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, County and City executed that certain Interlocal Agreement dated June 19, 2018 for a road improvement project to a portion of Mile 10 from Westgate to FM 88 (the “Prior Agreement”);

WHEREAS, County and City never commenced the Project as defined in the Prior Agreement;

WHEREAS, County and City desire to now commence the Project;

WHEREAS, this Agreement replaces and supersedes The Prior Agreement in its entirety;

WHEREAS, City and County, each pursuant to its satisfactory 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; and

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

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

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

NOW, THEREFORE, County and City, 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 on Exhibit A attached hereto.
2. County agrees to provide all labor, material and machinery necessary to perform the improvements to the Road;
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 Five-Thousand One Hundred Four and Seventy-Eight one hundredths Dollars (\$55,104.78) 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 B) shall be shared by City and County equally. City shall reimburse County any such excess costs within thirty (30) days of invoice by County.
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 no later than 180 days from the execution of this Agreement.
7. This Agreement replaces and supersedes any and all prior agreements between County and City with respect to the Road and/or the Project.
8. City has authorized County to perform the work herein described pursuant to Tex. Trans. Code §251.012.
9. Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

10. **Conflict of 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 this 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 the 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:** 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.
12. **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 agreement 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.
13. **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.
14. **Notice:** Except as maybe 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 County: Hidalgo County, Texas  
Attn: Hon. Richard F. Cortez, Hidalgo County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

With copy to: David L. Fuentes, County Commissioner Precinct 1  
1902 Joe Stephens Avenue  
Weslaco, Texas 78596

If to City: City of Weslaco  
Attention Mayor David Suarez  
255 S. Kansas 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.

15. **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.
16. **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.
17. **Assignment:** This Agreement shall not be assignable.
18. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
19. **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 as often as may be appropriate.
20. **Authority to Execute:** The execution and performance of this Agreement by both 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 the 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. **Commitment or 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:**

**CITY OF WESLACO**

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

\_\_\_\_\_  
Mayor David Suarez

**ATTEST:**

**COUNTY OF HIDALGO**

\_\_\_\_\_  
Arturo Guajardo, County Clerk

\_\_\_\_\_  
Richard F. Cortez, County Judge

**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 §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project (the "Project") desire to replace and supersede a prior interlocal agreement between Hidalgo County and the City of Weslaco 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 Project") as described in an Interlocal Cooperation Agreement (the "Interlocal Agreement") between the City of Weslaco and Hidalgo County which road is an integral part of the Hidalgo County road system, through the Interlocal Cooperation Agreement to be entered into between Hidalgo County and City of Weslaco, Texas .

By vote on \_\_\_\_\_ 2019, 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