

STATE OF TEXAS
COUNTY OF HIDALGO

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

THIS Agreement is entered into between the County of Hidalgo, hereafter referred to as “County”, and City of Weslaco, hereafter referred to as “City”, collectively referred to as the “Parties”, acting under the authority granted in the Texas Interlocal Cooperation Act (the “Act”), Chapter 791, Texas Government Code.

WITNESSETH:

WHEREAS, the County is a local government as defined by the Act; and

WHEREAS, the City is a municipality located within the jurisdiction of the County of Hidalgo, and is defined as a local government under the Act; and

WHEREAS, an interlocal agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.003 of the Local Government Code; and

WHEREAS, the County and City seek to enter into an agreement to provide and receive pickup and disposal service of commercial waste for the Sheriff’s East Substation, also known as the Benito Bravo Substation; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties enter into this Agreement pursuant to the Act and agree as follows:

1. City agrees to provide the pickup and disposal of solid waste from the County’s Sheriff’s East Substation once weekly at a cost of \$140.27 per month as stated in City’s contract.
2. City agrees to provide the County with an eight (8) cubic yard refuse collection bin at the designated location.
3. City shall provide County with an invoice showing the rates as stated on the City’s contract and the number and dates of all pickups made within the month being invoiced.

4. County agrees to pay City within thirty (30) days of receipt of invoice from City for the number of pickups made in the previous month and at the rates as stated in the City's Amended and Restated Contract for Solid Waste Collection and Disposal.
5. The term of this agreement shall be for one (1) year with the option to renew for five (5) additional one (1) year terms upon the same terms and conditions described herein.
6. Upon a change in price and/or effective rates for services provided to County, City shall notify County in writing within ten (10) working days of the change.
7. County may terminate this agreement with or without cause upon sixty (60) days written notice to City. 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.
8. 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 sixty (60) 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. Gov't Code Ann. Section 271.903.
9. To the extent allowed by law, County and City agree that both County and City shall be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or other, in or to any third persons or entities.

10. This Interlocal Agreement shall commence on September 17, 2019, and shall remain in full force for a period of one (1) year unless terminated by either County or City by giving the other party sixty (60) day notice. If no notice of termination is given by either party this Agreement shall automatically renew for an additional period not to exceed the length of the original agreement, performable in Hidalgo County, Texas.
11. 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. 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 sixty (60) 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.
13. Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.
14. 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.

All agreements between City and County are set out in this agreement and no other agreements not contained herein shall be enforceable against either party.

Accepted, approved and witnessed on this the _____ day of _____, 2019.

COUNTY OF HIDALGO, TEXAS

By: _____

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF WESLACO, TEXAS

By: _____

Juan E. Gonzalez, City Attorney

By: _____

Myra Ayala, City Secretary

By: _____

David Suarez, Mayor

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office

By: _____

Victor M. Garza, Assistant District Attorney