

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

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

THIS Agreement is made on and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **COUNTY OF HIDALGO, TEXAS**, by and through its Precinct 1, hereinafter referred to as (“County”), and **CITY OF WESLACO** hereinafter referred to as (“City”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code, as follows:

**WITNESSETH:**

**WHEREAS**, the City is a municipality defined as a “Local Government” under the ACT, and a political subdivision organized under the laws of the State of Texas, within the boundary of Hidalgo county; and

**WHEREAS**, the County is defined as a “Local Government” under the ACT, a political subdivision organized under the laws of the State of Texas; and

**WHEREAS**, the Parties desire to jointly undertake the development of a recreation Trail approximately 5,536 linear feet and 12ft. in width, located at North Side Park, Weslaco, Hidalgo County, Texas, and said project is tentatively known as the City of Weslaco North Side Sports Complex Trail (the “Trail” or “Project”). (See **Exhibit A –Project map**);

**WHEREAS**, the Parties, each acknowledge that the joint use and development of a recreational Trail is in the best interest of the County and City and each will benefit from the mutual use and development of the Trail herein contemplated; and

**WHEREAS**, providing for the safety, health and general welfare of its constituents is a common objective of both Parties, and it is the objective of both parties to collaborate with partners in the community in this regard;

**WHEREAS**, the Trail will serve as a recreational area to provide for the safety, welfare, health and benefit of the constituents of the County and City, a like;

**WHEREAS**, the Parties acknowledge that this exchange of governmental functions or services results in an exchange that fairly compensates the performing parties for the services or functions performed under this Agreement;

**NOW, THEREFORE,** the County and the City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The Parties agree to cooperate in developing the City of Weslaco North Side Sports Complex Trail.
2. County agrees to provide all labor, and machinery necessary to develop the Trail.
3. City agrees to pay upon execution of this Agreement the lump sum amount of Thirty-Eight Thousand, Six Hundred and Ninety-Seven and Ninety-Five One Hundredths Dollars (\$38,697.95) being the estimated cost of the materials for the Project. (*See Exhibit B – Estimate*).
4. 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 utilize best efforts to complete the Project no later than 180 days from the execution of this Agreement.
5. This Agreement replaces and supersedes any and all prior agreements between County and City with respect to the Trail and/or Project.
6. **Term.** The effective date of this Agreement shall be the date first written above. This Agreement shall continue until the date that all obligations of the Parties hereto with respect to this Agreement have been satisfied.
7. **Termination.** Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.
8. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
9. **Indemnification.** **To the extent permitted under the Constitution and laws of the State of Texas, the CITY agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney’s fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.**

10. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
11. **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 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 later shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.
12. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
13. **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 may be modified or amended only by agreement in writing executed by County and City and not otherwise.
14. **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.
15. **Notice.** Except as may be 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 City of

City of Weslaco, Texas  
Attention: Mayor  
255 S. Kansas Avenue

Weslaco, Texas 78596

If to County of Hidalgo: County of Hidalgo  
Attention: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

With copy to: Hidalgo County Precinct 1  
Attention: Commissioner, Precinct 1  
1902 Joe Stephens 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.

16. **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.
17. **Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.
18. **Assignments.** This Assignment shall not be assignable.
19. **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 any paragraph hereof.
20. **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.
21. **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, disability or any other category protected under law.

22. **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.
23. **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 (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
24. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
25. **Legal Construction/Severability.** 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.
26. **Prior Agreements.** This Agreement supersedes and terminates all previous Interlocal Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.
27. **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.
28. **Authority to Execute.** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

**COUNTY OF HIDALGO, TEXAS**

BY: \_\_\_\_\_  
Richard F. Cortez, Hidalgo County Judge

**ATTEST:**

By: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

**CITY OF WESLACO**

BY: \_\_\_\_\_  
\_\_\_\_\_, Mayor

**ATTEST:**

BY: \_\_\_\_\_  
\_\_\_\_\_, City Secretary

Approved by the Hidalgo County Commissioner's Court on \_\_\_\_\_.

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
David R. Cantu, Assistant District Attorney