

STATE OF TEXAS
COUNTY OF HIDALGO

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

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the County of Hidalgo, Texas (“County”) and the City of Weslaco, Texas (“City”) (collectively, the “Parties”), under the authority of the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”). **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. For purposes of this Agreement, “Facility” means the Sheriff’s East Substation, also known as the Benito Bravo Substation.

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. **Scope of Services.** City will place and maintain one (1) eight-cubic-yard refuse container at the Facility and perform one (1) collection per week. City will provide additional collections when requested by County and will invoice such collections at the then-current per-pull rate. County will not place hazardous, liquid, or otherwise prohibited waste in the container and will ensure clear, safe access for service. Additional location and access details are set out in Exhibit A (Service Location & Standards).

2. **Charges; Rate Changes.** The initial monthly charge is \$140.27 for one weekly pickup of the eight-yard container. Thereafter, charges will align with the City's then-current commercial solid-waste rates as adopted by ordinance or applicable City contract and reflected in Exhibit B (Rates & Fees). City will provide at least thirty (30) days' prior written notice of any change to its rates. Extra pickups, overages/overloads, contamination, relocation, or stand-by time are billable at then-current rates and will be itemized on the invoice.

3. **Invoicing; Payment; Nonpayment.** City will invoice monthly and itemize service dates and applicable rates/fees. County will pay undisputed amounts within thirty (30) days of receipt, consistent with the Texas Prompt Payment Act (Tex. Gov't Code ch. 2251).

4. **Effective Date; Term; Renewal.** This Agreement becomes effective on the later of (a) execution by both Parties and (b) approval by each Party's governing body (the "Effective Date"). The Initial Term is one (1) year from the Effective Date and will automatically renew for up to five (5) additional one-year terms unless either Party gives the other at least sixty (60) days' prior written notice of non-renewal.

5. **Termination.**
 - (a) For Convenience. Either Party may terminate this Agreement, in whole or in part, with sixty (60) days' prior written notice.
 - (b) For Cause. A Party may terminate for the other Party's material breach not cured within thirty (30) days after written notice (ten (10) days for nonpayment).

6. 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.

7. **Liability; Immunities; No Special Damages.** To the extent allowed by law, each Party is responsible for its own negligent acts or omissions in the performance of this Agreement, without waiving any sovereign or governmental immunity or any defenses available under Texas law. No indemnity is provided by either Party. No consequential, incidental, exemplary, or special damages are recoverable. No joint enterprise, partnership, or agency is created by this Agreement.
8. **Records; Audit; Public Information.** Each Party will maintain records reasonably necessary to verify performance and invoices for three (3) years after termination and will make them available upon reasonable notice. The Parties acknowledge their obligations under the Texas Public Information Act.
9. **Subcontracting; Assignment.** City may perform through its contracted solid-waste hauler(s), but City remains responsible for compliance with this Agreement. Neither Party may assign this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld.
10. 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.
11. 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.

12. 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 _____, 2025.

[SIGNATURE PAGE TO FOLLOW]

APPROVED BY COMMISSIONERS' COURT ON September 30, 2025

Agenda Item No. 100869

Executive Office: _____

CITY:
CITY OF WESLACO

COUNTY:
COUNTY OF HIDALGO

Adrian Gonzalez, Mayor

Hon. Richard F. Cortez, County Judge

ATTEST:
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Michelle Lopez, ADA

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

Agenda Item Meeting Notes

SUPPLEMENTAL SIGNATURES:

CITY OF WESLACO:

By: _____
Full Name, City Attorney

By: _____
Norma A. Cantu, City Secretary