

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF HIDALGO AND THE CITY OF WESLACO, TEXAS
CONCERNING PROJECT DEVELOPMENT ACTIVITIES FOR
THE MILE 4 ½ WEST ROAD (BRIDGE AVENUE) PROJECT FROM MILE 9 NORTH
ROAD (SUGAR CANE ROAD) TO MILE 10 NORTH ROAD**

THIS agreement is made on this the 28th day of April, 2026 by and between the COUNTY OF HIDALGO, Texas (hereinafter referred to as “County”), and the CITY OF WESLACO, Texas (hereinafter referred to as “City”) pursuant to the provisions of the Texas Inter-local Cooperation Act (the “ACT”), Chapter 791 et seq., Texas Government code, as follows:

WITNESSETH:

WHEREAS the County is defined as a “Local Government” under the ACT and a Political Subdivision organized under the laws of the State of Texas; and

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, Texas; and

WHEREAS City and County desire to cooperate in developing Mile 4 ½ W Rd (Bridge Ave), from Mile 9 North Road (Sugar Cane Road) to Mile 10 North Road (hereinafter referred to as the “Project”), which is located within the limits and traverses the jurisdictions of City and the County as shown on Exhibit A; and

WHEREAS, the project, extending from Mile 9 North Road (Sugar Cane Rd) to Mile 10 North Road, is needed to provide a connection around the proposed extension of the Mid-Valley Airport to enhance safety and mobility for the public; 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; and

WHEREAS City and County agree to participate and contribute to all phases of the project as indicated below. Any overruns and/or underruns will be shared equally between City and County; and

WHEREAS City and County now desire to cooperate in the development of the Project, and it shall be completed in phases defined as follows:

Phase I - Project Preliminary Planning, Engineering, and Development

Phase II - Environmental Studies, Public Involvement, and Schematic Design

Phase III - Plans, Specifications, and Estimates

Phase IV - Right of Way (ROW) Acquisition

Phase V - Construction, Construction Inspection/Testing, and Management

WHEREAS City and County are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract with one another and with state agencies, to perform governmental functions and services under the terms of the Act; and

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. City agrees that County will be the fiduciary agent for the project and assume the role of project development lead.
2. City agrees that County will assume the role of project sponsor to develop the project development activities of the project within the limits of the City.
3. The County agrees to complete Phases I through V, which consist of:

Phase I - Project Preliminary Planning, Engineering, and Development

Phase II - Environmental Studies, Public Involvement, and Schematic Design

Phase III - Plans, Specifications, and Estimates

Phase IV - Right of Way (ROW) Acquisition

Phase V - Construction, Construction Inspection/Testing, and Management

4. City and the County will cooperatively coordinate obtaining the proper Functional Classification for the roadway and seek to fund the construction, construction engineering, and ROW costs of this project through the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and the Texas Department of Transportation (TxDOT).

5. The County agrees to complete Phase I of the project development activities, which include Project Preliminary Planning, Engineering, and Development of the project.
6. The total cost of Phase I will be \$1,162,000, of which the County will contribute \$581,000 as outlined in **Exhibit B** upon execution of this agreement.
7. City desires to cooperate by contributing a fixed lump sum amount of \$581,000 to the County toward the development of the Phase I portion of the project as outlined in **Exhibit B** upon execution of this agreement.
8. Any actual costs in excess of the estimated project development cost (attached to this Agreement as **Exhibit B**) shall be shared by City and the County equally. Any amount that is not utilized in Phase I shall be reimbursed back to City and County equally.
9. Once Phase I is substantially complete, the City of Weslaco agrees to enter into a cost sharing agreement with the County and cooperate in proceeding with Phase II (Environmental Studies, Public Involvement, and Schematic Design), Phase III (Plans, Specifications and Estimates), Phase IV (ROW Acquisition), and Phase V (Construction Oversight and Letting) as outlined in **Exhibit B**. Any construction overruns shall be shared by City and County equally.
10. City, pursuant to Texas Transportation Code 251.012, authorizes the County to perform the work and services described herein within its city limits and Extraterritorial Jurisdiction (ETJ).
11. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
12. **Term.** The term of this Agreement shall be from the effective date of this Agreement to the date indicated herein or when all phases of the project are completed or as otherwise agreed to by the parties.
13. **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other.

14. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
15. **Nature of Relationship.** Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or that of partnership or joint venture or any association between the parties, and any intention to create a joint venture or partnership relationship between the parties hereto is hereby expressly disclaimed. No provision contained in this agreement, nor any acts of the parties hereto, shall be deemed to create any relationship between City and County other than what is specifically described within the Agreement. The County shall maintain exclusive control, direction, and management of its own employees, and City shall have no rights with respect thereto, except for the right to enforce covenants of the Agreement as set forth herein.
16. **Indemnification.** To the extent permitted under the Constitution and Laws of the State of Texas, City agrees to indemnify and hold harmless and defend the 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.
17. **Immunities.** It is expressly understood and agreed that, in the execution of this Agreement, neither City nor COUNTY waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
18. **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 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 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.

19. **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.

20. **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.

21. **Texas Law to Apply:** 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.

22. **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 CITY: City of Weslaco
 Attention: Hon. Adrian Gonzalez, Mayor
 255 S. Kansas Ave.
 Weslaco TX 78596

If to COUNTY: Hidalgo County, Texas
 Attention: Hon. Richard F. Cortez, County Judge
 100 E. Cano St., Second Floor
 Edinburg, Texas 78539

With copy to: Hon. David L. Fuentes, Commissioner Precinct 1
1902 Joe Stephens Ave. 101
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.

- 23. 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.
- 24. 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.
- 25. Assignment.** This Agreement shall not be assignable.
- 26. 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.
- 27. 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.
- 28. 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 by City and County policy, including, without limitation, race, color, national origin, religion, sex, age, veteran status, disability, or any other category protected under law.
- 29. Governmental Purpose.** Each party hereto is entering into the 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.

- 30. Commitment or Current Revenues Only.** In the event that, during any term hereof, the governing body of the County does not appropriate sufficient funds to meet the obligations under this Agreement, the County may terminate this Agreement upon ninety (90) days' written notice to the City of Weslaco. The County agrees; however, to use reasonable 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 the County. *Agreements for the acquisition, including the lease of real or personal property under Tex. Loc. Govt. Code Ann. §271.903.*
- 31. 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.
- 32. 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.
- 33. Prior Agreements.** This Agreement supersedes and terminates all previous Inter-local Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Inter-local 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 Inter-local Agreement(s) is completed and payment is remitted, such previous Inter-local Agreement(s) shall terminate at such time.
- 34. Authority to Execute.** The execution and performance of this Agreement by the City of Weslaco and the 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 of Weslaco and the County 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.

APPROVED BY COMMISSIONERS' COURT ON APRIL 28, 2026

Agenda Item No. 103119

Executive Office: _____

COUNTY OF HIDALGO

Hon. Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF WESLACO

Hon. Adrian Gonzalez, Mayor

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

By: _____
Weslaco City Attorney

APPROVED AS TO FORM:

**Office of the Criminal District Attorney,
Toribio "Terry" Palacios**

By: Michelle Lopez, Assistant District Attorney