

STATE OF TEXAS                    §  
  §  
COUNTY OF HIDALGO            §

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

THIS Agreement is made on this the 21 day of January, 2014, by and between the CITY OF WESLACO, TEXAS, hereinafter referred to as "City", and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, Mile 9 from Mile 6 West to Mile 5 ½ West is an important and critical integral infrastructure connecting link corridor within Hidalgo County (the "Road");

WHEREAS, a portion of the Road is within the corporate limits of Weslaco, while the remaining segment is within County jurisdiction;

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

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. 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.

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

1. The County and City agree to share equally the costs at 50% each for engineering and construction of Mile 9 North Road from Mile 6 West to Mile 5 ½ West located within the municipal limits of City and County jurisdiction provided however in no event shall County contribute more than \$750,000.00 being the estimate provided by City's engineer of County's share of the costs of the engineering and construction of the Road.

2. The parties agree that City will follow procurement procedures for engineering and

construction in accordance to City of Weslaco policies and procedures and City shall be the lead entity for this Road project.

3. The parties agree that, if during the design process cost savings are identified by using City or County manpower in construction, City or County manpower will be used and cost of materials will be shared on an equal basis at 50% to each party hereto.

4. The parties agree that City and County will each inspect and accept the portion of the Road within each party's jurisdiction prior to declaring the work completed.

5. The parties further agree that upon completion of the improvements, each party shall be responsible for the maintenance and operation of the Road within each party's respective jurisdiction.

6. City pursuant to Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

7. County agrees to pay City the County's portion of the cost within thirty (30) days after receiving City's invoice for County's cost of engineering and construction. The parties agree that County will be released of any and all duties imposed by this Agreement, following payment of City's invoice

8. **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 and 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 provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.

9. **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.

10. **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 City and County, and not otherwise.

11. **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.

12. **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 Weslaco:	City of Weslaco Attention: City Manager 225 S. Kansas Avenue Weslaco, Texas 78596
If to County:	County of Hidalgo Attention: County Judge Ramon Garcia P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner A.C. Cuellar, Jr., Precinct No.1 1912 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.

**13. 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.

**14. 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.

**15. Assignment.** This Agreement shall not be assignable.

**16. 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.

**17. 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.

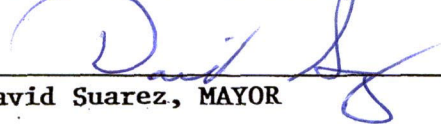
**18. Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

19. **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.

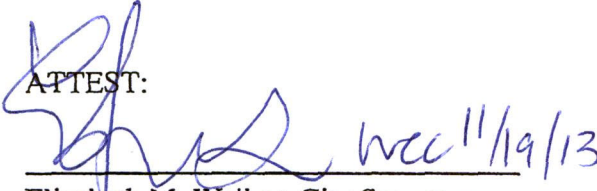
20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to 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.

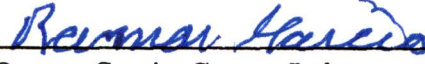
THE CITY OF WESLACO, TEXAS

  
\_\_\_\_\_  
David Suarez, MAYOR

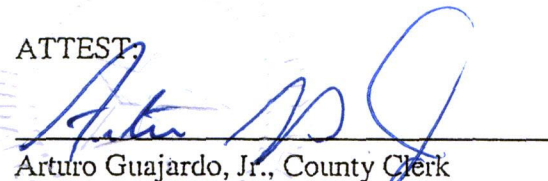
ATTEST:

  
\_\_\_\_\_  
Elizabeth M. Walker, City Secretary

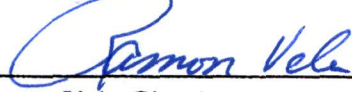
COUNTY OF HIDALGO

  
\_\_\_\_\_  
Ramon Garcia, County Judge

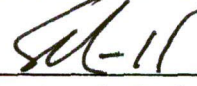
ATTEST:

  
\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ramon Vela City Attorney

APPROVED AS TO FORM  
ATLAS, HALL & RODRIGUEZ, LLP,

  
\_\_\_\_\_  
Stephen L. Crain

APPROVED BY  
COMMISSIONERS' COURT  
ON: 11/21/14

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 to desire to improve Mile 9 from Mile 6 West to Mile 5 ½ West through an Interlocal Cooperation Agreement to be entered into with the City of Weslaco, Texas, and Hidalgo County.

By vote on January 21, 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia  
By: Ramon Garcia, County Judge

ATTEST:  
Arturo Guajardo  
Arturo Guajardo, County Clerk

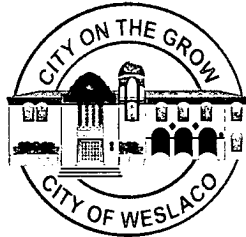
APPROVED AS TO FORM:  
ATLAS, HALL & RODRIGUEZ, LLP

By: SLC  
Stephen L. Crain

APPROVED BY  
COMMISSIONERS' COURT  
ON: 1/21/14

# City of Weslaco

"The City on the Grow"



David Suarez, Mayor  
John F. Cuellar, Mayor Pro-Tem, District 2  
David R. Fox, Commissioner, District 1  
Olga M. Noriega, Commissioner, District 3  
Gerardo "Jerry" Tafolla, Commissioner, District 4  
Lupe V. Rivera, Commissioner, District 5  
Fidel L. Pena III, Commissioner, District 6

Leonardo Olivares, City Manager

November 21, 2013

The Honorable Ramon Garcia, County Judge  
Hidalgo County Court House  
P.O. Box 1356  
Edinburg, Texas 78540

**RECEIVED**

**DEC 03 2013**

**COUNTY JUDGE**

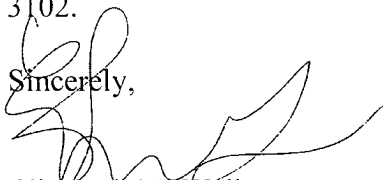
Dear Judge Garcia:

At their regular meeting of November 19, 2013, the Weslaco City Commission approved the interlocal agreement with Hidalgo County (Precinct 1) for street improvements, including design and construction, of Mile 9 North Road east of Mile 6 West/Westgate Drive in an amount not to exceed \$750,000.00 as 50% of the total project cost, approve any necessary amendments to the professional services agreement with the engineer of record, authorized a budget amendment as appropriate, and authorized the Mayor to execute any related documents.

Enclosed please find the agreement as executed; kindly execute the agreement, retain a copy for your files and forward the original agreement for the city's records.

Should you have any questions, please do not hesitate to call me at (956) 968-3181, Ext. 3102.

Sincerely,

  
Elizabeth M. Walker  
City Secretary

EMW/mv

C: Commissioner A.C. Cuellar, Jr., Precinct No. 1  
Jeff Underwood, Planning Director  
David Salinas, Public Utilities Director  
Bret Mann, Finance Director

**SUGARCANE DRIVE**  
**FROM WESTGATE DRIVE TO BORDER AVENUE**  
**Length = 0.46 of a mile**

10/4/2013

BID ITEM NO.	DESCR. CODE NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE	
					TOTAL	\$1,222,319.18
					UNIT PRICE	AMOUNT BID
100	2002	PREP ROW	24.29	STA	\$2,500.00	\$60,725.00
110	2001	EXCAVATION (RDWY)	6,685	CY	\$7.20	\$48,132.00
132	2013	EMBANKMENT (ORIGINAL)(ORD COMP)(TY C)	191	CY	\$8.50	\$1,623.50
164	2029	CELL FBR MLCH SEED(TEMP)(WARM)	5,603	SY	\$0.35	\$1,960.93
164	2035	DRILL SEEDING (PERM) (WARM)	5,603	SY	\$0.35	\$1,960.93
247	2060	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	2737	CY	\$25.00	\$68,418.96
310	2001	PRIME COAT (MC-30)	2078	GAL	\$4.75	\$9,871.45
340	2136	D-GR HMA(METH) TY-D SAC-B PG76-22	1143	TON	\$85.00	\$97,151.89
464	2003	RC PIPE (CL III)(18 IN)	410	LF	\$34.00	\$13,940.00
464	2005	RC PIPE (CL III)(24 IN)	200	LF	\$37.00	\$7,400.00
464	2007	RC PIPE (CL III)(30 IN)	400	LF	\$69.00	\$27,600.00
464	2009	RC PIPE (CL III)(36 IN)	600	LF	\$83.00	\$49,800.00
464	2010	RC PIPE (CL III)(42 IN)	800	LF	\$98.00	\$78,400.00
465	2103	INLET (COMPL) (TY F)	12	EA	\$3,700.00	\$44,400.00
465	2006	MANH (COMPL)(JUNCT BOX)(TY M)	7	EA	\$3,900.00	\$27,300.00
465	2109	INLET EXT	12	EA	\$1,100.00	\$13,200.00
467	2215	SET (TY II)(36 IN)(RCP)(3:1)(C)	2	EA	\$2,900.00	\$5,800.00
479	2004	ADJ MANHS (SANITARY)	2	EA	\$700.00	\$1,400.00
502	2001	BARRICADES, SIGNS AND TRAF HANDLING	6	MO	\$3,500.00	\$21,000.00
506	2016	CONSTRUCTION EXITS (INSTALL) (TY 1)	311	SY	\$22.00	\$6,844.44
506	2019	CONSTRUCTION EXITS (REMOVE)	311	SY	\$11.00	\$3,422.22
506	2034	TEMPORARY SEDIMENT CONTROL FENCE	4,841	LF	\$5.00	\$24,205.00
506	2040	TEMPORARY SEDIMENT CONTROL FENCE (REOMVE)	4,841	LF	\$5.00	\$24,205.00
529	2012	CONC CURB & GUTTER (TY A)(BARRIER)	4,693	LF	\$12.50	\$58,662.50
529	2020	CONC CURB & GUTTER(TY A)(VALLEY GUTTER)	500	LF	\$43.50	\$21,750.00
530	2010	DRIVEWAYS (CONC)	670	SY	\$40.50	\$27,135.00
540	2030	MTL BEAM GD FEN (MOVE AND RESET)	70	LF	\$17.00	\$1,190.00
644		MICELLANEOUS SMALL SIGNS	1	LS	\$15,000.00	\$15,000.00
666	2012	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	120	LF	\$0.30	\$36.00
666	2036	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	520	LF	\$0.75	\$390.00
666	2048	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	25	LF	\$5.00	\$125.00
666	2054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	24	EA	\$75.00	\$1,800.00
666	2096	REFL PAV MRK TY I (W) (WORD) (100MIL)	4	EA	\$150.00	\$600.00
666	2105	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	1060	LF	\$0.30	\$318.00
666	2111	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	5100	LF	\$0.30	\$1,530.00
677	2001	ELIM EXT PAV MRK & MRKS ( 4")		LF	\$0.40	\$0.00
4269	2001	PRESS IRRIG PVC PIPE (18 IN)	200	LF	\$120.00	\$24,000.00
2500	1	EN-1 TREATED SUBGRADE	12511	SY	\$2.00	\$25,021.53
2500	2	EN-1 ROAD BOND	94	GAL	\$100.00	\$9,383.07
5261	2001	GEOGRID BASE REINFORCEMENT (BX1200)	12511	SY	\$1.75	\$21,894.25

CONSTRUCTION SUB-TOTAL =	\$847,596.68
MOBILIZATION (11%)/ INSURANCE & BOND (3%) =	\$118,663.54
SUB-TOTAL =	\$966,260.22
ENC (10% OF CONSTRUCTION) =	\$96,626.02
TOTAL =	\$1,062,886.24
15% CONTINGENCY =	\$159,432.94
<b>GRAND TOTAL =</b>	<b>\$1,222,319.18</b>

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EDNA ST.  
CHARLES ST.  
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JOYCE ST.  
ESTABROOK

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Zimbra

katia.garcia@co.hidalgo.tx.us

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**Fwd: Interlocal Sugarcane Drive**

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**From :** Raul Lozano <raul.lozano@co.hidalgo.tx.us> Fri, Nov 15, 2013 09:08 AM  
**Subject :** Fwd: Interlocal Sugarcane Drive 1 attachment  
**To :** mhinojosa@weslacotx.gov  
**Cc :** Katia Garcia <katia.garcia@co.hidalgo.tx.us>

could you please incorporate Mr. Crains request to the agreement.

---

**From:** "Steve Crain" <scrain@atlashall.com>  
**To:** "Raul Lozano" <raul.lozano@co.hidalgo.tx.us>  
**Sent:** Thursday, November 14, 2013 5:08:22 PM  
**Subject:** RE: Interlocal Sugarcane Drive

The interlocal needs to specify the City will perform the work, procure the engineer and the contractors and comply with the City's purchasing statues and procedures.

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**From:** Raul Lozano [mailto:raul.lozano@co.hidalgo.tx.us]  
**Sent:** Thursday, November 14, 2013 3:37 PM  
**To:** scrain@atlashall.com  
**Cc:** Katia Garcia  
**Subject:** Fwd: Interlocal Sugarcane Drive

Could you please review this agreement? I will forward you the construction estimates which should be included as an exhibit by tomorrow. Thanks

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**From:** "Raul Lozano" <raul.lozano@co.hidalgo.tx.us>  
**Sent:** Thursday, November 14, 2013 3:26:30 PM  
**Subject:** Fwd: Interlocal Sugarcane Drive

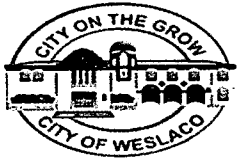
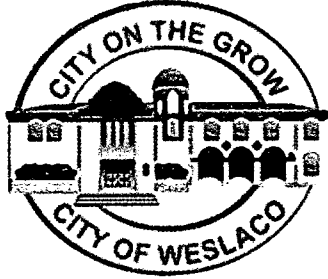
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**From:** "Mardoqueo Hinojosa" <mhinojosa@weslacotx.gov>  
**To:** "raul lozano" <raul.lozano@co.hidalgo.tx.us>  
**Cc:** "Jeff Underwood" <jeff.underwood@weslacotx.gov>  
**Sent:** Thursday, November 14, 2013 2:25:42 PM  
**Subject:** Interlocal Sugarcane Drive

Mr. Lozano,

As discussed, please see attachment.

Mardoqueo Hinojosa, P.E.  
City Engineer  
City of Weslaco  
255 S. Kansas Ave.  
Weslaco, TX 78596-6158  
Phone: (956) 447-3401



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