

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WESLACO,
THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1,
AND THE COUNTY OF HIDALGO PRECINCT 1**

THIS Agreement is made on this the ____ day of _____, 2010, by and between the CITY OF WESLACO, hereinafter referred to as "Weslaco," the HIDALGO COUNTY DRAINAGE DISTRICT NO.1, hereinafter referred to as "Drainage District," 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, Weslaco and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries; and

WHEREAS, Drainage District is responsible for drainage improvements; and

WHEREAS, Weslaco, County, and Drainage District desire to bury a drainage canal located at the SDI Holdings Subdivision, Lot 9 East to Bridge Street.

WHEREAS, Weslaco, County, and Drainage District 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 authorized a county to improve roadways within the limits of a municipality with the municipality's consent.

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

1. The City of Weslaco requests and consents to the County and Drainage District to improve the drainage canal located at the SDI Holdings Subdivision Lot 9 East to Bridge Street by burying the drainage canal.
2. The County and Drainage District will make the improvements to the drainage canal in Weslaco at their expense with no cost to the City of Weslaco.
3. 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 latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring

9. **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.

10. **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.

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

12. **Headings.** The headings and captions contained in this Agreement are solely for covenant references and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

14. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

15. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for the governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

16. **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 at the expiration of each budget period of each party hereto pursuant to the provisions of Tex.Loc.Gov't. Code Ann.§ 271.903/

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

CITY OF WESLACO

Miguel D. Wise
MAYOR

ATTEST:

Amanda C. Elizondo, CITY SECRETARY

APPROVED AS TO FORM:

Ramon Vela, CITY ATTORNEY

COUNTY OF HIDALGO

Rene Ramirez, COUNTY JUDGE

ATTEST:

Arturo Guajardo, Jr., COUNTY CLERK

**HIDALGO COUNTY
DRAINAGE DISTRICT NO. 1**

Godfrey Garza, Jr., DISTRICT MANAGER

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 §
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**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 bury the drainage canal located at the SDI Holdings Subdivision Lot 9 East to Bridge Street through an Interlocal Cooperation Agreement to be entered into with the City of Weslaco, Texas, Hidalgo County Drainage District No. 1 and Hidalgo County.

By vote on _____ 2010, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain