

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
AMONG THE CITY OF ALTON, HIDALGO COUNTY
AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

THIS Agreement is made on this the ____ day of _____, 2015, by and among the **CITY OF ALTON**, hereinafter referred to as "Alton," and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," the Hidalgo County Drainage District No. 1 hereinafter referred to as "District" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Alton is a municipality located in Hidalgo County, Texas;

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

WHEREAS, District is a drainage district in the State of Texas;

WHEREAS, Alton, desires to widen a drainage ditch more particularly described on Exhibit A attached hereto which drainage ditch ultimately empties into the drainage system of District;

WHEREAS, Alton has requested assistance from County in hauling soil from the widening of such ditch to a location described in Exhibit B attached hereto;

WHEREAS, Alton, has requested assistance from District to spread and compact the soil hauled by County to the site described in Exhibit B;

WHEREAS, County and District have agreed to cooperate in the improvements to such ditch as the widening of such ditch will alleviate drainage problems in Alton Old Townsite and points north;

WHEREAS, County and the District will benefit from the increased drainage in areas of Precinct 3 Hidalgo County; and

WHEREAS, Alton, County and 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,

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

1. Alton shall widen the drainage ditch in the area more particularly described in Exhibit A attached hereto.
2. County will haul the soil removed from widening the ditch to the location described in Exhibit B attached hereto.
3. District will spread and compact the soil removed from widening of the ditch on the location described in Exhibit B attached hereto.
4. Alton, County and District will coordinate work schedules in order to provide for minimal disruption of traffic and, and will use their best efforts to complete the project within one hundred eighty (180) days of the commencement of this Agreement.
6. Alton, pursuant to Tex. Trans. Code §251.012, authorize County to perform the work described herein. Alton authorizes District to perform the work described herein.
7. **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 them within the legal requirements and only during the time such conflict exists.
8. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
9. **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 Alton, County and District, and not otherwise.
10. **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.

11. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications 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 Alton: City of Alton
 Attention: City Manager
 509 S. Alton Blvd.
 Alton, Texas 78573

If to County: County of Hidalgo
 Attention: County Judge
 P.O. Box 758
 Edinburg, Texas 78540-0758

with copy to : Commissioner, Precinct No. 3
 Attention: Joe Flores, Commissioner
 724 North Breyfogle
 Mission, Texas 78574

If to District: Hidalgo County District No. 1
 Attention: Manager
 900 N. Doolittle Road
 Edinburg, Texas 78541

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

12. 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.

13. 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.

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

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

16. **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.

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

18. **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.

19. **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 ALTON

ATTEST:

Salvador Vela, Mayor

Baudelia Rojas, City Secretary

HIDALGO COUNTY, TEXAS

**Ramon Garcia County Judge
HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1**

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

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, Alton, desires to widen a drainage ditch more particularly described on Exhibit A attached hereto which drainage ditch ultimately empties into the drainage system of District, located within the corporate limits of City of Alton, Texas.

By vote on _____ 2015, the Hidalgo County Commissioners Court has approved the Road project identified above.

By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

NO.	DATE	REVISION	APP'D.
1			
2			
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EXHIBIT "A"



