

STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF ALAMO AND HIDALGO COUNTY**

THIS Agreement is made on this the 4th day of August, 2015, by and between HIDALGO COUNTY, TEXAS, hereinafter referred to as "County" and CITY OF ALAMO, TEXAS, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH

WHEREAS, County and City, each pursuant to its statutory and constitutional authority, are responsible for health, safety and sanitation issues within their boundaries;

WHEREAS, County and City previously by Interlocal Cooperation Agreement dated February 13, 2001 (the "Previous Agreement") agreed to the subject matter of this Agreement;

WHEREAS, County and City desire to reaffirm the Previous Agreement;

WHEREAS, County desires to develop a solid waste collection facility in the vicinity of El Gato Road and South Tower Road (hereinafter the "Project"); and

WHEREAS, the Project will benefit both persons residing outside the corporate limits of municipalities and persons and businesses residing within the City and its extraterritorial jurisdiction; and

WHEREAS, parties have agreed to cooperate by providing property for the Project and for construction and development of the Project.

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

1. County, at its sole cost and expense, will retain and contract with competent design professionals as are necessary to prepare all construction plans necessary for the construction of the Project, provide all the title research and surveyors for land acquisition purposes, and appraisers and review appraisers, as necessary. County will also, at its sole cost and expense, perform, through its own staff and equipment, or through a third party contractor, the work necessary to construct the improvements to the Project in a good and workmanlike manner.
2. For and consideration of County's construction of the Project, City agrees to convey to County, with a right of reversion if the property ever ceases to be

used for a public purpose, an approximately 2.939 acre parcel of land, located approximately ½ mile East of South Tower Road, and with frontage on El Gato Road as shown on attached Exhibit A (the "Property"), for use by County for the construction and operation of the Project. Within sixty (60) business days following the execution of this Agreement by City and County, County will obtain a title report confirming the ownership status of the Property, and a survey, metes and bounds description of the Property. City and County agree to execute appropriate documents to consummate the purchase of the Property within five (5) business days following the receipt by County of the survey and title information. The City acknowledges that the construction and operation of the Project on the Property by the County constitutes good and adequate consideration for the conveyance of the Property to the County as herein provided.

3. City and County will enter into such additional agreements as are reasonably necessary for the operation of the Project, including agreements with other governmental entities for the processing and disposal of recyclable waste.
4. **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.
5. **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.
6. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and City, and not otherwise.
7. **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.

8. **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.
9. **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 County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

If to Alamo: City of Alamo
Attention: Mayor Diana Martinez
420 N. Tower Rd.
Alamo, Texas 78516

With copies to: Commissioner Eduardo "Eddie" Cantu, Precinct 2
300 W. Hall Acres, Suite G
Pharr, Texas 78577

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.

10. **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.
11. **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.

12. **Assignment.** This Agreement shall not be assignable.
13. **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.
14. **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
15. **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.
16. **Performance of Government Functions.** 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.

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

CITY OF ALAMO, TEXAS

By: *Diana Martinez*
Diana Martinez, Mayor

ATTEST:

Margit Saenz
City Secretary

COUNTY OF HIDALGO, TEXAS

By: *Ramon Garcia*
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 8/4/15

EXHIBIT A

Metes and Bounds Description
for a 1.986 acre tract of land

A 1.986 ACRE (86,497 SQ. FT.) TRACT OF LAND MORE OR LESS , OUT OF LOT 10, BLOCK 30, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME ONE (1) PAGE TWENTY-FOUR (24) THROUGH TWENTY-SIX (26), MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF LOT 10, BLOCK 30, THENCE WITH THE CENTERLINE OF EL GATO ROAD WEST 233.00 FEET TO A POINT FOR THE NORTHERN MOST CORNER OF THIS TRACT AND ALSO BEING THE POINT OF BEGINNING;

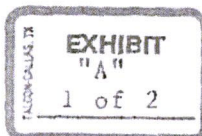
THENCE S37°36'32"E, 107.95 FEET ALONG A LINE TO A POINT FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE S18°57'37"E, 128.79 FEET ALONG A LINE TO A POINT FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE S65°40'18"W, 493.39 FEET ALONG A LINE TO A POINT FOR THE SOUTHERN MOST CORNER OF THIS TRACT;

THENCE NORTH, 177.06 FEET ALONG A LINE TO A POINT FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 56°58'22"E, 378.69 FEET ALONG A LINE TO A POINT ON THE CENTERLINE OF EL GATO ROAD FOR THE NORTH MOST CORNER OF THIS TRACT AND THE POINT OF BEGINNING, AND CONTAINING 1.986 ACRES (86,497 SQ. FT.) TRACT OF LAND MORE OR LESS.



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 City of Alamo, Texas desires to develop a solid waste collection facility in the vicinity of El Gato Road and South Tower Road (hereinafter the "Project"); within the corporate limits of the City of Alamo.

By vote on August 4, 2015, 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: Stephen L. Crain
Stephen L. Crain

APPROVED BY
COMMISSIONERS' COURT
ON: 8/4/15 MB