

**AI-10065**

**4.**

**Bid Award Segment 0-4 & Trospen  
DRAINAGE DISTRICT**

Date: 07/11/2008  
Submitted By: Jaime Salazar, DRAINAGE DISTRICT  
Submitted For: Jaime Salazar  
Department: DRAINAGE DISTRICT

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Information

CAPTION

A.) Requesting approval to accept bid and award contract to the most qualified bidder meeting all requirements and specifications for Bid No: 08-011-07-07 "Trospen Road Drainage Outfall".

B.) Requesting approval to accept bid and award contract to the most qualified bidder meeting all requirements and specifications for Bid No: 08-015-07-11 "Levee Improvements Project DHS Segment 0-4". Subject to Department of Homeland Security (DHS) concurrent.

BACKGROUND

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Fiscal Impact

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Attachments

*No file(s) attached.*

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Form Routing/Status

Form Started By: Jaime Salazar      Started On: 07/07/2008 11:54 AM  
Final Approval Date: 07/08/2008

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**AI-10078**

**5.**

**Interlocal Agreement-HCDD#1 and County  
DRAINAGE DISTRICT**

Date: 07/11/2008  
Submitted By: Lora Briones, DRAINAGE DISTRICT  
Submitted For: Lora Briones  
Department: DRAINAGE DISTRICT

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Information

**CAPTION**

Requesting approval on Interlocal Cooperation Agreement between Hidalgo County Drainage District No. 1 and County of Hidalgo.

**BACKGROUND**

Drainage improvements - Pct. #3 (Monica Acres Subd.)

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Fiscal Impact

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Attachments

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Link: [agreement](#)

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Form Routing/Status

Form Started By: Lora Briones      Started On: 07/07/2008 04:51 PM  
Final Approval Date: 07/08/2008

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STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

HIDALGO COUNTY  
BUDGET OFFICE

2008 JUL 7 PM 12 00

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN HIDALGO COUNTY AND  
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

THIS Agreement is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **HIDLAGO COUNTY** (the "County") and **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1** (the "Drainage District") pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

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

**WHEREAS**, Drainage District is a drainage district lawfully created under the laws of the State of Texas;

**WHEREAS**, Hidalgo County Precinct No. 3, through assistance from the Hidalgo County Urban County Program, desire to make drainage improvements in the vicinity of Monica Acres in west Hidalgo County more particularly along State Highway 107 (Conway Road) from Monica Acres Subdivision to 3 Mile Line Road, a distance of approximately 3,000 feet (the "Project");

**WHEREAS**, the Drainage District desires to cooperate and participate in the Project as such drainage improvements will benefit the overall drainage system of the Drainage District;

**WHEREAS**, 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.

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

1. The County, by and through its employees, contractors, subcontractors and representatives shall be responsible for the labor and equipment necessary to complete the Project and shall also be responsible for any other necessary expenses which may arise in completing the Project.
2. The Drainage District shall be responsible for providing 3,000 linear feet of 24" RCP

Pipe and 230 linear feet of 18" RCP Pipe for the Project.

3. The parties agree that the County shall have no further responsibility with regard to the construction, reconstruction, maintenance or supervision of the drainage improvements after the work is completed and at such time, the County shall be released of all duties imposed by this Agreement.
4. County and Drainage District will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the roads described herein.
5. **Term.** This Agreement shall commence on the date first written above and shall expire 180 days thereafter.
6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the Project under this Agreement performed by each party.
7. **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 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 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 the 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 County and Drainage 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 OBLIGATION 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 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 County: Hidalgo County, Texas  
Attn: J.D. Salinas III, County Judge  
P.O. Box 758  
Edinburg, Texas 78540-0758

If to Drainage District: Hidalgo County Drainage District No. 1  
Attn: Godfrey Garza  
902 North Doolittle  
Edinburg, Texas 78539

with copy to : Joe Flores, Commissioner, Precinct No. 3  
P.O. Box 607  
Mission, Texas 78573

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 convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of 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 singular shall include the plural whenever and so often as may be appropriate.

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

**HIDALGO COUNTY**

\_\_\_\_\_  
J.D. Salinas III, County Judge

**ATTEST:**

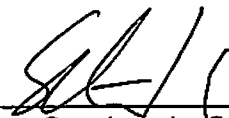
\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**HIDALGO COUNTY DRAINAGE  
DISTRICT NO. 1**

\_\_\_\_\_  
Godfrey Garza, Executive Director

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P.

By:  \_\_\_\_\_  
Stephen L. Crain