

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE COUNTY OF HIDALGO  
AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 6**

This Agreement is made on this the 22<sup>nd</sup> day of September, 2009, by and between the **HIDALGO COUNTY IRRIGATION DISTRICT NO. 6**, hereinafter referred to as "District" and the **COUNTY OF HIDALGO - PRECINCT NO. 3, TEXAS**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, District is a non-profit organization governed by Chapter 49 of the Texas Water Code located in Hidalgo County, Mission, Texas; and

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

**WHEREAS**, County desires to seek assistance from the District for the installation of water pipelines on 4B-8 lateral and the intersection of the 4B Main Canal and Brushline Road on Mile 8 with Community Development Block Grant ("CDBG") Precinct No. 3 Year 21 (2008) Street Improvement funds as detailed in the work plan and location maps attached as Exhibit "A";

**WHEREAS**, County agrees it is in its best interest to purchase such material as described herein;

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

1. **County agrees to** purchase water pipelines and related appurtenances.
2. **District agrees to** install the water pipelines and related appurtenances at no cost to the County.
3. **District and County shall** coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Streets and will use their best efforts to complete the project no later than October 15, 2009.
4. Following completion of the work described herein, the parties agree that County will be released of any and all duties imposed by this Agreement.



With copy to: Joe M. 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.

11. **Additional Documents.** The Parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
12. **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.
13. **Assignment.** This Agreement shall not be assignable.
14. **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.
15. **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.
16. **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.
17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.
18. **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, that 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 provision 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 IRRIGATION DISTRICT NO. 6**

\_\_\_\_\_  
Cornelio Morales, General Manager

**HIDALGO COUNTY**

\_\_\_\_\_  
Juan D. Salinas III, Hidalgo County Judge

ATTEST:

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

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: \_\_\_\_\_

Stephen L. Crain

**Exhibit "A"**

## Exhibit "A"



### Brushline Road (from 7 Mile to 8 Mile)

Work Plan: Construction of Brushline Road from 7 Mile to 8 Mile and the surrounding streets in the general vicinity to include but not limited to engineering and/or testing services, materials, supplies and related appurtenances.

Available Funds: \$114,504.20 2008 Precinct No. 3 Street Improvements