

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 29th 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 the intersection of 4B-8 lateral and Brushline Road 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 needed;

**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, supplies, any materials required, and any and all related appurtenance (the "Materials") at its sole cost and expense to complete the Work defined below and the Work Plan described in Exhibit "A" and to the extent allowed by law, agrees to indemnify and hold District harmless from any and all claims, damages, losses and expenses, including attorney's fees, arising out or resulting from any defects in such Materials.
2. **District agrees to** provide labor only and agrees to install the water pipelines and related appurtenances at no cost to the County. The District will install 80 linear feet of a 60" width, Class IV, precast reinforced concrete pipe-rubber gasket at the intersection of the 4B Main Canal and Brushline Road on Mile 8 and 80 linear feet of a 30" width, Class IV, precast reinforced concrete pipe-rubber gasket at the intersection of the 4B-8 lateral and Brushline Road (the "Work").
3. The District makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Work as described above or the Work Plan described in Exhibit "A".

4. **County agrees to** hire, at its sole cost and expense, a licensed engineer to prepare any and all necessary plans and specifications needed to complete the work described in Exhibit "A" and agrees to the extent allowed by law, indemnify and hold District harmless from any and all claims, damages, losses and expenses, including attorney's fees, arising out or resulting from such plans and specifications prepared by the engineer in connection with the Work or the Work Plan described in Exhibit "A".
5. **County agrees to** conduct, at its sole cost and expense, any and all of the necessary testing in connection with the Work Plan as described in Exhibit "A" and agrees to the extent allowed by law, to indemnify and hold District harmless from any and all claims, damages, losses and expenses, including attorney's fees, arising out or resulting from such testing in connection with the Work or the Work Plan described in Exhibit "A".
6. **County agrees to** pay for any and all expenses District has incurred or may incur including, but not limited to, any administrative costs and attorney's fees in connection with this transaction including the review and finalization of this agreement by the District's attorney.
7. **District and County shall** coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Streets.
8. Following completion of the work described herein, the parties agree that County will be released of any and all duties imposed by this Agreement; however, to the extent allowed by law, the indemnification and hold harmless provisions in paragraphs number 1, 4 and 5 survive following the completion of the Work by the District.
9. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
10. **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 a 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
11. **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 thereof.
12. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that neither 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 District, and not otherwise.

13. **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.

14. **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 District: Hidalgo County Irrigation District No. 6  
Attention: Oscar Garza, Chairman of the Board  
P.O. Box 786  
Mission, Texas 78573

If to County: Hidalgo County, Texas  
Attention: Juan D. Salinas III, County Judge  
P.O. Box 758  
Edinburg, Texas 78540-0758

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.

15. **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.

16. **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.

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

18. **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.

19. **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.

20. **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.

21. **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.

22. **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**

\_\_\_\_\_  
Oscar Garza, Chairman of the Board

**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"



### 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 appurtenance, which such engineering and/or testing services, materials, supplies and related appurtenance shall be at the County's sole cost and expense.

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