

them within the legal requirements and only during the time such conflict exists.

4. 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,

5. 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 Weslaco, County, and Drainage District, and not otherwise.

6. 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.

7. 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 Weslaco: City of Weslaco
Attn: Leonardo Olivares, City Manager
255 S. Kansas Ave.
Weslaco, Texas 78596

If to Drainage District: Hidalgo County Drainage District No. 1
Attention: District Manager
902 N. Doolittle
Edinburg, Texas 78539

If to County: County of Hidalgo
Attention: County Judge
100 B. Cano, 2nd Floor
Edinburg, Texas 78539

With copy to: Commissioner, Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

8. 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 mailed, at such time as it is deposited in the United States mail.

9. 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.

10. 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.

11. Assignment. This Agreement shall not be assignable.

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

13. 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.

14. 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.

15. Governmental Purpose. Each party hereto is entering into this Agreement for the purpose of providing for the governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

16. 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 at the expiration of each budget period of each party hereto pursuant to the provisions of Tex.Loc.Gov't. Code Ann.§ 271.903/

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

CITY OF WESLACO

Miguel D. Wise
MAYOR

ATTEST:

Amanda C. Elizondo, CITY SECRETARY

APPROVED AS TO FORM:

Ramon Vela, CITY ATTORNEY

COUNTY OF HIDALGO

Rene Ramirez, COUNTY JUDGE

ATTEST:

Arturo Guajardo, Jr., COUNTY CLERK

**HIDALGO COUNTY
DRAINAGE DISTRICT NO. 1**

Godfrey Garza, Jr., DISTRICT MANAGER