

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS AGREEMENT is made on this **10th** day of **January, 2012**, by and between HIDALGO COUNTY, referred to as (the “County”) and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, referred to as (the “District”), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, County has a professional consulting service contract (the “Services”) identified as C-11-117-08-02 in place with Brian Godinez d/b/a Godinez Communications, referred to as (the “Consultant”) for the provision of Consulting Services to assist, assess, review and facilitate County’s revenue and expenditure efficiencies in various public and private sectors;

WHEREAS, District currently has an Interlocal Cooperation Agreement dated April 22, 2008 with County which provides in Paragraph 2 of the Agreement the District may request to utilize County’s services;

WHEREAS, both parties hereto have determined it is beneficial to both parties to enter into an Interlocal Agreement to accomplish District’s use of the service; and

WHEREAS, County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the “Act”) 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. **Scope of services, work, estimated cost and payment for the following services for District:**
 - A. For the purpose of Work Authorization No. 1 , a copy of which is attached hereto as Exhibit A, County shall supply the services of the consultant to provide professional consulting services for the facilitation, organization and communications services and support of the Hidalgo County Drainage Advisory Committee as appointed by the Hidalgo County Commissioners’ Court and managed by the Hidalgo County Drainage District #1; and
 - B. Services to be provided as identified in “B” and “C” of Exhibit A;
 - C. District agrees to reimburse County, within thirty (30) days of receipt of invoice from County to District, in an amount not to exceed **Thirty-Four Thousand Two Hundred Seventy Five and No/100ths (\$34,275.00)** for the Services of Consultant.
2. **Term.** The term of this Interlocal will be coincident with the term of the Work Authorization and shall become effective on the date of approval of his agreement hereto and terminate upon completion

their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

11. **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.

12. **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.

13. **Authority to Execute.** The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

14. **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.

15. **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. Section 271.903.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be duly executed as of the day and year first written above.

HIDALGO COUNTY, TEXAS

Ramon Garcia, County Judge

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Ramon Garcia, Chairman Of The Board Of Directors

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____