

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 the _____ day of _____, 2014 by and between HIDALGO COUNTY, hereinafter referred to as “County”, and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 hereinafter referred to as “District”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County has certain rights and interests in and to drainage facilities properties in the County of Hidalgo, Texas, (the “Drainage Facilities”);

WHEREAS, the Drainage Facilities consist of (i) drainage facilities for the purpose of drainage (each a “Ditch” and collectively the “Ditches”) and (ii) the land immediately adjacent to the ditches which provide the access for making improvements to and maintenance of the ditches;

WHEREAS, the area of the Ditches are collectively referred to herein as the Ditch Areas;

WHEREAS, the descriptions of the Ditch Areas are located in Precinct 1, Precinct 2 and Precinct 4 of the County and are described in those two certain interlocal agreements, (1) that certain interlocal agreement by and between County and Hidalgo and Cameron Counties Irrigation District No. Nine, dated the 5th day of April 2011, and (2) that certain interlocal agreement by and between County and District dated the 7th day of July, 2009; such described interlocal agreements are in electronic form including exhibits thereto which are in the possession of District and County and describe the Ditch Areas which are the subject of this Agreement for which reference is made for all purposes;

WHEREAS, District pursuant to its statutory authority is responsible for proper drainage in Hidalgo County;

WHEREAS, the majority of the drainage water that enters into the Ditch Areas originates from county roads, colonias, municipalities and agricultural lands within the boundaries of District;

WHEREAS, County desires that District maintain the Ditch Areas;

WHEREAS, District desires to maintain the Ditch Areas in order for the Ditch Areas to properly drain into ditches of District;

WHEREAS, County will benefit from the maintenance of the Ditch Areas by Drainage; and

WHEREAS, County has determined it would be in the best interest of residents of County for District to maintain the Ditch Areas;

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

1. District agrees to clean, remove obstructions and maintain the Ditch Areas at District's sole cost and expense.
2. **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 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 later 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.
3. **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.
4. **Entire Agreement.** This Agreement contains the entire agreement 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 both parties, and not otherwise.
5. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the other party may terminate this Agreement upon sixty (60) days written notice to the party who failed to appropriate sufficient funds. 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. Gov't. Code Ann. Section 271.903.
6. **TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED**

UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS 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 Hidalgo County: County of Hidalgo
 Attention: Ramon Garcia, County Judge
 P.O. Box 758
 Edinburg, Texas 78540-0758

If to District: Hidalgo County Drainage District No. 1
 Attention: Chair, Board of Directors
 900 N. Doolittle Road
 Edinburg, Texas 78540

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.

8. **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.
9. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective 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 and 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 Drainage District and Irrigation District have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and Irrigation District in accordance with its terms.

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

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

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Ramon Garcia, Chair, Board of Directors

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain