

STATE OF TEXAS §  
COUNTY OF HIDALGO §

**AMENDED AND RESTATED INTERLOCAL COOPERATION  
AGREEMENT BETWEEN THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1  
AND THE COUNTY OF HIDALGO**

This AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT by and between the Hidalgo County Drainage District No. 1 (the "District") and the County of Hidalgo (the "County"), is made effective the \_\_\_ day of \_\_\_\_\_, 2014, pursuant to the provisions of the Texas Interlocal Cooperation Act, (the "Act") as follows:

**WITNESSETH**

**WHEREAS**, on or about September 20, 2005 the District and the County entered into an Interlocal Cooperation Agreement (the "Original Interlocal Agreement") regarding the County providing certain accounting and administrative services to District (the "Original Interlocal");

**WHEREAS**, numbered paragraph 2 of the Original Interlocal provides that County may, upon request by the District provide any additional services upon such terms and conditions as may be mutually agreed to between District and County;

**WHEREAS**, on or about December 26, 2007 District and County executed that certain amendment (the "First Amendment") to the Original Interlocal Agreement to delete numbered paragraphs 1.C, 1.D, 1.E and 1.F of numbered paragraph 1 and renumber paragraphs 1.G and I. H as numbered paragraphs 1.C and 1.D;

**WHEREAS**, the First Amendment also terminated an Interlocal Cooperation Agreement dated December 28, 2006 and added the following paragraph as numbered paragraph 1.E to the Original Interlocal:

The County, through its Right of Way Department (the "Department"), shall assist the District with compliance and interpretation of procedures for right of way and real property acquisitions and all property acquisitions and real estate matters shall be conducted in the usual and customary manner of the Department on an as needed basis.

**WHEREAS**, the First Amendment also deleted Exhibit A of the Original Interlocal and substituted the following as Exhibit A to the original Interlocal:

For performing the duties set forth in numbered paragraph 1 under this Agreement, District agrees to compensate County at hourly rates as may from time to time be agreed by District and county but in no event shall the total compensation paid by District under this Agreement in any twelve month period exceed the sum

of One Hundred Thousand Dollars (\$100,000.00). Such agreed to hourly rates shall be in writing, signed and dated by the manager of the District and the department head of the department of County furnishing such services. The department head shall compute the hourly rates County receives to be no less than the actual cost to County of the services provided.

**WHEREAS**, the District and County desire to amend the Original Interlocal by the addition of 1.E to provide County procurement of delinquent tax attorneys on behalf of District;

**WHEREAS**, the District and the County desire to amend and restate the Original Interlocal Agreement as hereinafter provided due to the First Amendment, the addition of delinquent tax attorney provision and to delete numbered paragraph 5 and substitute in lieu thereof a new numbered paragraph 5;

**WHEREAS**, the Original Interlocal Agreement is superseded by the terms of this Amended and Restated Interlocal Cooperation Agreement; and

**WHEREAS**, the District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 790.001 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**, District and County, in consideration of the mutual covenants expressed hereinafter, agree to amend and restate the interlocal agreement thereby superseding the Original Interlocal Agreement in its entirety by the terms of this Amended and Restated Interlocal Cooperation Agreement as follows;

1. Duties of County. Any all associated cost incurred related to the operation of departments.
  - A. County shall provide District, upon request, availability of prior years accounting information and records.
  - B. The County Treasurer shall in coordination with the Financial Officer prepare the District biweekly payroll and all related reports required and shall serve as the District Investment Officer until otherwise directed by the Board of Directors of District.
  - C. Upon request of the District, County shall obtain proposals for, evaluate and maintain in full force and effect (at District's expense) insurance coverage for the District.

- D. The County's Information Technology (IT) personnel shall provide the District computer services related to District's use of County's computer system.
  - E. On behalf of District, County shall procure and select delinquent tax attorneys for District which delinquent tax shall be the same delinquent tax attorneys for the County. County when selecting delinquent tax attorneys for District shall provide in County's contract with such delinquent tax attorneys that any billing for services provided to District shall be separately billed to District.
2. **Additional Services.** County may provide, upon request by the District, any additional services upon such terms and conditions as may be mutually agreed to between District and County.
3. **Term of Agreement.** Unless termination occurs under the provisions of Paragraph 5.C of this Agreement, the term of this Agreement shall be one (1) year from the date hereof. This Agreement shall automatically renew for additional one year periods unless prior to any anniversary date hereof, any party notifies the other in writing at least ninety (90) days prior to any such anniversary date of such party's termination of this Agreement on the next occurring anniversary date.
4. **Compensation of County.** County shall be entitled to payment for services performed in the administration of this Agreement. Such payment shall be in accordance with the schedule hereto attached as Exhibit "A", which payments shall be made by the District within five (5) business days after receipt by the District of County's statement setting forth the amount due. If County fails to receive such payments within ten (10) business days after transmittal of such statement to District, then County shall have the right to offset any such amounts due against funds to be transmitted to District.
5. **Miscellaneous.**
- A. This Agreement (exclusive of Exhibits attached hereto) may only be changed or modified by execution by the parties hereto of an amendment to this Agreement.
  - B. This Agreement (including the exhibits hereto) constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
  - C. Except as elsewhere provided herein, this Agreement is not

assignable by either County or District, in whole or in part. Notwithstanding anything to the contrary herein, the District may, upon ninety (90) days written notice to County, terminate this Agreement upon County's negligence or willful misconduct in the administration of its duties under this Agreement.

- D. The parties hereto each represent and warrant to the other that it has full right and authority to enter into this Agreement and to perform its obligations hereunder and that all actions required by law to be taken by each party as a condition precedent to the valid execution of this Agreement have been taken, and assuming due authorization, execution and delivery by the parties hereto, this Agreement constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms.
  
- E. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
  
- F. In the event any party hereto is required to employ counsel to enforce its rights under the terms and conditions of this Agreement, and such party prevails, as determined by a court of competent jurisdiction from which no appeal can be or is taken, such party shall be entitled to recover from the party against which it prevailed its reasonable attorney's fees and expenses plus costs of suit.
  
- G. County shall at all times be deemed an independent contractor with the District and this Agreement shall not be deemed to constitute County as a partner or joint venturer with District.
  
- H. Nothing herein contained shall be construed as prohibiting County or District from entering into agreements with other parties, which agreements are similar in nature or which contemplate activities similar to this Agreement.
  
- I. All notices, requests, demands or other documents which may be, or are required to be, given or delivered pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or delivered when served personally on an officer of the party to which they are to be given or delivered, or upon three (3) days after being deposited in the U.S. Mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as shown on

Exhibit "B" attached hereto.

- J. This Agreement shall be deemed a contract made under the laws of the State of Texas, and is performable in Hidalgo County, Texas.
- K. If any term or provision of this Agreement shall be determined to be illegal or unenforceable all other terms and provisions of this Agreement shall nevertheless remain effective.
- L. 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.
- M. 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 any conflict between any provision of their 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 provisions 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.
- N. No Waiver. No waiver *by* any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

By: \_\_\_\_\_  
Ramon Garcia, Chair, Board of Directors

HIDALGO COUNTY, TEXAS

By: \_\_\_\_\_  
Ramon Garcia, County of Hidalgo

ATTEST:

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

APPROVED AS TO FORM:  
ATLAS, HALL & RODRIGUEZ, LLP

By: \_\_\_\_\_  
Stephen L. Crain

## EXHIBIT A

For performing the duties set forth in numbered paragraph 1 under this Agreement, District agrees to compensate County at hourly rates as may from time to time be agreed by District and county but in no event shall the total compensation paid by District under this Agreement in any twelve month period exceed the sum of One Hundred Thousand Dollars (\$100,000.00). Such agreed to hourly rates shall be in writing, signed and dated by the manager of the District and the department head of the department of County furnishing such services. The department head shall compute the hourly rates County receives to be no less than the actual cost to County of the services provided.