

STATE OF TEXAS

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COUNTY OF HIDALGO

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

This 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 _____, 2015, pursuant to the provisions of the Texas Interlocal Cooperation Act, (the "Act") as follows:

WITNESSETH

WHEREAS, THE County through various departments has requested services from District;

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 and other good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. **Duties of District** District shall provide Hidalgo County, upon written request, with support services, including but not limited to, the design, review of contracts and project management of County projects accepted for management by District, engineering projects in effect on the date hereof and any future engineering projects, so long as this Agreement remains effective. In addition, the District shall also provide services to Hidalgo County for the review of subdivision plat developments with regard to drainage and general engineering principles.
2. **Additional Services:** District may provide, upon request by County, any additional services upon such terms and conditions as may be mutually agreed to between District and County.
3. **Compensation of District:** District 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 County within thirty (30) days after receipt by the County of District's statement setting forth the amount due. If District fails to receive such payments within (30) business days after transmittal of such statement to County

then District shall have the right to offset any such amounts due against funds to be transmitted to County.

4. **Terms of Agreement:** Unless termination occurs under the provisions of Paragraph 5.O 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.

5. **Miscellaneous:**

- A. This Agreement (exclusive of the Exhibit 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 exhibit 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.
- 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. District shall at all times be deemed an independent contractor with the County and this Agreement shall not be deemed to constitute District as a partner or joint venture with County.
- 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 below:

If to Drainage: Drainage District No. 1
 Attention: Chairman Board of Directors
 902 N. Doolittle Road
 Edinburg, Texas 78539

If to County: Hidalgo County, Texas
 Attention: Ramon Garcia, County Judge
 302 W. University Drive
 Edinburg, Texas 78539

- 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 with 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.

O. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

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, Chairman Board of Directors

HIDALGO COUNTY, TEXAS


By: _____
Ramon Garcia, County Judge, Commissioners Court

ATTEST:

Arturo Guajardo, Jr., County Clerk
Hidalgo County

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, by District, County agrees to compensate District at hourly rates as may from time to time be agreed by District and County, the initial rates shall be those rates as shown on Exhibit B attached hereto but in no event shall the total compensation paid by County under this Agreement in any twelve month period exceed the sum of One Hundred Thousand Dollars (\$100,000.00). The rates described on Exhibit B may be revised by written agreement of District and County. Any such agreed revisions to hourly rates shall be in writing, signed and dated by the manager of the District and the department head of the County requesting such services. The manager of the District shall compute the hourly rates District receives to be no less than the actual cost the District of the services provided.