

STATE OF TEXAS §
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 District and the County assist each other in providing certain ongoing services;

WHEREAS, District from time to time requires certain other services that are not ongoing;

WHEREAS, the District when a project arises shall present a description of the services required and if County desires to perform the services presented by District, County shall provide District the cost of County providing the services either by its own forces or through a third party; 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 as follows:

1. District upon need of services to be performed may present to County a detailed description of the services so desired to County (the "Request");
2. If County desires to perform such services requested by District, County shall review the description of services in the Request and provide in writing County's cost in either providing the services specified in the Request through County's own forces or by third party contractor(s) in providing such services (the "Response");
3. District on receipt of County's Response shall either accept or reject the Response in writing. If District does not respond within sixty (60) days following receipt of the Response then the Response shall be deemed to be rejected for all purposes.

4. Any Request by District or Response by County shall reference this Agreement.
5. **Term of 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.
6. **Compensation of County.** County shall be entitled to payment for any Response accepted in writing by District. Such payment shall be made within thirty (30) days of receipt of County's statement setting forth the amount due or upon such other terms agreed in writing between the District and the County.
7. **Miscellaneous.**
 - A. This Agreement may only be changed or modified by execution by the parties hereto of an amendment to this Agreement.
 - B. This Agreement 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 follows:
- If to County: County of Hidalgo
Attention: County Judge Ramon Garcia
P.O. Box 758
Edinburg, Texas 78540-0758
- If the District: Hidalgo County Drainage District No. 1
Attention: Raul Segin, Manager
902 N. Doolittle Road
Edinburg, Texas 78542
- 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