

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT AMONG HIDALGO COUNTY,
WILLACY COUNTY, DELTA LAKE IRRIGATION DISTRICT AND HIDALGO COUNTY
DRAINAGE DISTRICT NO. 1**

THIS Agreement is made on this the ____ day of _____, 2015 by and among Hidalgo County hereinafter referred to as "Hidalgo", Willacy County hereinafter referred to as "Willacy", Delta Lake Irrigation District hereinafter referred to as "Delta" and the Hidalgo County Drainage District No. 1, hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, Congress passed the RESTORE Act in response to the 2010 Deepwater Horizon Oil Spill in the Gulf of Mexico;

WHEREAS, District desires to submit appropriate documents to the State of Texas, more specifically the Texas Commission on Environmental Quality, to receive funding from the RESTORE Act Trust Funds allocated to the State of Texas for the purpose of obtaining funding for expansion of its drainage system;

WHEREAS, District executed that certain contract, as amended, dated March 28, 2000 with S&B Infrastructure, LTD ("S&B") for the expansion of District's drainage system (the "Contract") for the purpose of designing a storm drainage facility commonly referred to as the Raymondville Drain (the "Raymondville Drain");

WHEREAS, District desires to issue a work order to the Contract for S&B to file on behalf of District, Hidalgo Willacy and Delta an application for funds from RESTORE Act Trust Funds allocated to the State of Texas.

WHEREAS, the Raymondville Drain benefits Hidalgo, Willacy, Delta and District;

WHEREAS, Hidalgo, Willacy and Delta desire any portion of the funds received from the RESTORE Act Trust Funds for the benefit of any one or more of Hidalgo, Willacy, or Delta be paid to District for the purpose of furthering the Raymondville Drain project.

NOW THEREFORE, Hidalgo, Willacy, Delta and District in consideration of the mutual terms and condition herein contained agree as follows:

1. District will, at District's sole expense, issue a work order to S&B to apply for funding from the RESTORE Act Trust Funds allocated to the State of Texas on behalf of Hidalgo, Willacy, Delta and District for partial funding for the Raymondville Drain project.

2. Hidalgo, Willacy and Delta authorize and consent to the application by District for RESTORE Act Trust Funds allocated to the State of Texas on their behalf.

3. Hidalgo, Willacy and Delta consent and agree that any funds obtained by S&B on behalf of Hidalgo, Willacy and Delta from RESTORE Act Trust Funds allocated to the State of Texas on each such entity's behalf shall be paid and delivered to District for the furtherance of the Raymondville Drain project.

4. Hidalgo, Willacy and Delta agree not to apply for any RESTORE Act Trust Funds allocated to the State of Texas individually or collectively except under the terms of this Agreement.

5. **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 and 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflicts exists.

6. **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.

7. **Entire Agreement.** This Agreement contains the entire contract 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 City and County, and not otherwise.

8. **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.

9. **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 and delivered in accordance herewith:

If to Hidalgo County: Hidalgo County
Attention: County Judge
P. O. Box 1356
Edinburg, Texas 78540

If to Willacy County: Willacy County
Attention: County Judge
536 W. Main Avenue
Raymondville, Texas 78580

If to District: Hidalgo County Drainage District No. 1
Attention: Chair Board of Director
902 N. Doolittle
Edinburg, Texas 78540-0758

If to Delta: Delta Lake Irrigation District
Attention: Troy Allen
10370 Charles Green Rd
Edcouch, Texas 78538

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.

10. **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.

11. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

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

13. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

14. **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.

15. **Authority to Execute.** The execution and performance of this Agreement by City and District 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.

16. **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.

17. **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. Sec. 271.903.

18. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts but all of which taken together shall constitute one and the same instrument.

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

ATTEST:

HIDALGO COUNTY

Ramon Garcia, County Judge

Arturo Guajardo, Jr. Hidalgo County Clerk

ATTEST:

WILLACY COUNTY

Aurelio "Keter" Guerra, County Judge

Terry Flores, Willacy County Clerk

DELTA LAKE IRRIGATION DISTRICT

Its: _____

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT NO. 1

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Ramon Garcia, Chairman, Board of Director