

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 _____, 2015 by and between HIDALGO COUNTY, acting by and through Precinct 1 of Hidalgo County, Texas 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, Heidelberg Subdivision and Spanish Palms Subdivision located in Precinct 1 are both in need of certain drainage improvements to ultimately allow storm water to outfall into the District’s drainage system (the “Drainage Improvements”);

WHEREAS, the Drainage Improvements consist of roadside ditches, culvert pipes and inlets;

WHEREAS, County has contracted with a third party contractor being 2GS, LLC to construct the Drainage Improvements as well as certain other work to both such subdivisions;

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

WHEREAS, the majority of the storm water that enters into the Drainage Improvements empties into the District’s drainage system;

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

1. District agrees to contribute to Precinct 1 an amount not to exceed the total sum of Two Hundred Ninety Five Thousand Six Hundred Seventy Three and seventy one hundredths Dollars(\$295,673.71) for the Drainage Improvements for Heidelberg Subdivision as more particularly described in Exhibit A and the sum of Ninety Four Thousand Seven Hundred Forty Three and no one Hundredths (\$94,743.00) for the Drainage Improvements to Spanish Palm Subdivision as more particularly described in Exhibit B attached hereto.
2. District shall contribute the sums described in numbered paragraph 1 against receipt of invoice from County and after the inspection and acceptance of the

Drainage Improvements work performed in Heidelberg Subdivision and Spanish Palms Subdivision.

3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.

9. **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.
10. **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.
11. **Assignment.** This Agreement shall not be assignable.
12. **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.
13. **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.
14. **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.
15. **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

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF INTERLOCAL COOPERATION
AGREEMENT PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been contracted with a third party contractor of a proposed Drainage Improvements project to Heidelberg Subdivision and Spanish Palms Subdivision located in Precinct 1 are both in need of certain drainage improvements to ultimately allow storm water to outfall into the District's drainage system (the "Drainage Improvements"); and County jurisdiction through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and Hidalgo County Drainage District No. 1.

By vote on _____, 2015 the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

Heidelberg Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
BIDDER #1					
2GS, LLC					
P175 - Heidelberg Subdivision Hidalgo County Precinct No. 1 - Rural Drainage Development					
Drainage Subtotal				\$	47,909.95
Drainage - Pine Ave.					
100	Preparing ROW	STA	13.47	\$ 1,100.00	\$ 14,817.00
529	24-Inch Conc. Laydown Curb	LF	830	\$ 8.85	\$ 7,345.50
168	Vegetative Watering	1000GAI	44	\$ 15.00	\$ 660.00
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Mat)	AC	0.33	\$ 3,000.00	\$ 990.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	352	\$ 16.00	\$ 5,632.00
530	Driveway (Concrete 3000 PSI)	SY	206	\$ 31.00	\$ 6,386.00
464	15" RCP Culvert	LF	125	\$ 24.00	\$ 3,000.00
4378	15" HPP Culvert Pipe	LF	309	\$ 12.00	\$ 3,708.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	58	\$ 4.00	\$ 232.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	58	\$ 1.00	\$ 58.00
432	RIPRAP (CONC) (CL B) (4")	CY	6.7	\$ 250.00	\$ 1,675.00
465	Type "C" Grate Inlet	EA	1	\$ 1,300.00	\$ 1,300.00
465	4'X4' Conc. Junction Box With MH Enclosure	EA	1	\$ 1,500.00	\$ 1,500.00
467	Safety End Treatment	EA	2	\$ 600.00	\$ 1,200.00
Drainage Subtotal				\$	48,503.50
Drainage - Magnolia Ave.					
100	Preparing ROW	STA	11.56	\$ 1,100.00	\$ 12,716.00
168	Vegetative Watering	1000GAI	52.32	\$ 15.00	\$ 784.80
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Mat)	AC	0.4	\$ 3,000.00	\$ 1,200.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	167	\$ 16.00	\$ 2,672.00
530	Driveway (Concrete 3000 PSI)	SY	0	\$ 31.00	\$ -
464	15" RCP Culvert	LF	80	\$ 24.00	\$ 1,920.00
4378	15" HPP Culvert Pipe	LF	262	\$ 12.00	\$ 3,144.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	113	\$ 4.00	\$ 452.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	113	\$ 1.00	\$ 113.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	\$ 250.00	\$ -
465	Type "C" Grate Inlet	EA	0	\$ 1,300.00	\$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	\$ 1,500.00	\$ -
467	Safety End Treatment	EA	4	\$ 600.00	\$ 2,400.00
Drainage Subtotal				\$	25,401.80
Drainage - Garcia St.					
100	Preparing ROW	STA	9.36	\$ 1,100.00	\$ 10,296.00
168	Vegetative Watering	1000GAI	39.74	\$ 15.00	\$ 596.10
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Mat)	AC	0.3	\$ 3,000.00	\$ 900.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	323	\$ 16.00	\$ 5,168.00
530	Driveway (Concrete 3000 PSI)	SY	0	\$ 31.00	\$ -
464	15" RCP Culvert	LF	0	\$ 24.00	\$ -
4378	15" HPP Culvert Pipe	LF	281	\$ 12.00	\$ 3,372.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	85	\$ 4.00	\$ 340.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	85	\$ 1.00	\$ 85.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	\$ 250.00	\$ -
465	Type "C" Grate Inlet	EA	0	\$ 1,300.00	\$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	\$ 1,500.00	\$ -
467	Safety End Treatment	EA	0	\$ 600.00	\$ -
Drainage Subtotal				\$	20,757.10
Drainage - Linden Ave. (West)					
100	Preparing ROW	STA	2.9	\$ 1,100.00	\$ 3,190.00
168	Vegetative Watering	1000GAI	14.45	\$ 15.00	\$ 216.75
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Mat)	AC	0.11	\$ 3,000.00	\$ 330.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	61	\$ 16.00	\$ 976.00
530	Driveway (Concrete 3000 PSI)	SY	0	\$ 31.00	\$ -
464	15" RCP Culvert	LF	80	\$ 24.00	\$ 1,920.00
4378	15" HPP Culvert Pipe	LF	72	\$ 12.00	\$ 864.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	94	\$ 4.00	\$ 376.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	94	\$ 1.00	\$ 94.00
432	RIPRAP (CONC) (CL B) (4")	CY	1	\$ 250.00	\$ 250.00
465	Type "C" Grate Inlet	EA	0	\$ 1,300.00	\$ -

EXHIBIT A
Heidelberg Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
BIDDER #1					
2GS, LLC					
P175 - Heidelberg Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	\$ 1,500.00	\$ -
467	Safety End Treatment	EA	5	\$ 600.00	\$ 3,000.00
Drainage Subtotal				\$	11,216.75
Drainage - Linden Ave. (East)					
100	Preparing ROW	STA	4.28	\$ 1,100.00	\$ 4,708.00
168	Vegetative Watering	1000GAI	17.87	\$ 15.00	\$ 268.05
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Mat)	AC	0.14	\$ 3,000.00	\$ 420.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	156	\$ 16.00	\$ 2,496.00
530	Driveway (Concrete 3000 PSI)	SY	0	\$ 31.00	\$ -
464	15" RCP Culvert	LF	0	\$ 24.00	\$ -
4378	15" HPP Culvert Pipe	LF	157	\$ 12.00	\$ 1,884.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	66	\$ 4.00	\$ 264.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	66	\$ 1.00	\$ 66.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	\$ 250.00	\$ -
465	Type "C" Grate Inlet	EA	0	\$ 1,300.00	\$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	\$ 1,500.00	\$ -
467	Safety End Treatment	EA	0	\$ 600.00	\$ -
Drainage Subtotal				\$	10,106.05
Drainage - Monte Circle Ave.					
100	Preparing ROW	STA	10	\$ 1,100.00	\$ 11,000.00
168	Vegetative Watering	1000GAI	47.74	\$ 15.00	\$ 716.10
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Mat)	AC	0.44	\$ 3,000.00	\$ 1,320.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	509	\$ 16.00	\$ 8,144.00
530	Driveway (Concrete 3000 PSI)	SY	0	\$ 31.00	\$ -
464	15" RCP Culvert	LF	120	\$ 24.00	\$ 2,880.00
4378	15" HPP Culvert Pipe	LF	390	\$ 12.00	\$ 4,680.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	164	\$ 4.00	\$ 656.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	164	\$ 1.00	\$ 164.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	\$ 250.00	\$ -
465	Type "C" Grate Inlet	EA	0	\$ 1,300.00	\$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	\$ 1,500.00	\$ -
467	Safety End Treatment	EA	6	\$ 600.00	\$ 3,600.00
Drainage Subtotal				\$	33,160.10
Drainage - Walnut Ave.					
100	Preparing ROW	STA	11.56	\$ 1,100.00	\$ 12,716.00
168	Vegetative Watering	1000GAI	50.45	\$ 15.00	\$ 756.75
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Mat)	AC	0.38	\$ 3,000.00	\$ 1,140.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	261	\$ 16.00	\$ 4,176.00
530	Driveway (Concrete 3000 PSI)	SY	29	\$ 31.00	\$ 899.00
464	15" RCP Culvert	LF	120	\$ 24.00	\$ 2,880.00
4378	15" HPP Culvert Pipe	LF	340	\$ 12.00	\$ 4,080.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	144	\$ 4.00	\$ 576.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	144	\$ 1.00	\$ 144.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	\$ 250.00	\$ -
465	Type "C" Grate Inlet	EA	0	\$ 1,300.00	\$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	\$ 1,500.00	\$ -
467	Safety End Treatment	EA	6	\$ 600.00	\$ 3,600.00
Drainage Subtotal				\$	30,967.75
				2GS, LLC	
DRAINAGE TOTAL				\$	295,673.70

EXHIBIT B

Spanish Palms Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
				BIDDER #1	
				2GS, LLC	
P175 - Spanish Palms Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
Spanish Palms Subdivision Drainage Breakdown					
1-2	Preperation of Right of Way	LS	1	\$ 30,000.00	\$ 30,000.00
2-5	6-inch Residential Concrete Driveway (3500 PSI), according to the plans and specifications; complete in place	SY	503	\$ 40.00	\$ 20,120.00
2-6	Remove and replace existing caliche driveways and asphalt driveways with asphalt driveway, according to the plans and specifications; complete in place	SY	440	\$ 16.00	\$ 7,040.00
2-7	4-inch Concrete Rip Rap according to the plans and specifications; complete in place	SY	84	\$ 40.00	\$ 3,360.00
2-8	Connect to Existing Grate Inlets according to the plans and specifications; complete in place	EA	4	\$ 550.00	\$ 2,200.00
2-9	Furnish and Install Type 'M' Junction Box w/ Manhole Enclosure according to the plans and specifications; complete in place	EA	1	\$ 2,500.00	\$ 2,500.00
2-10	Furnish and Install 15-inch HPP according to the plans and specifications; complete in place	LF	1175	\$ 12.00	\$ 14,100.00
2-11	Furnish and Install 18-inch HPP according to the plans and specifications; complete in place	LF	192	\$ 14.00	\$ 2,688.00
2-12	Furnish and Install Biodegradable Log according to the plans and specifications; complete in place	LF	247	\$ 4.00	\$ 988.00
2-13	Remove and Dispose Biodegradable Log according to the plans and specifications; complete in place	LF	247	\$ 1.00	\$ 247.00
2-14	Fertilizer, Vegetative Watering an Seeding according to the plans and specifications; complete in place	LS	1	\$ 11,500.00	\$ 11,500.00
DRAINAGE TOTAL				\$	94,743.00

September 22, 2015

LeFEVRE
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