

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

This Agreement is made on this the 10th day of November, 2015, by and between Hidalgo County acting by and through its Hidalgo County Urban County Program, hereinafter referred to as "Urban County", Precinct 4 of Hidalgo County hereinafter referred to as "Precinct 4" 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, Urban County received a Texas Community Development Program Grant from the Texas General Land Office for non-housing assistance a portion of which will be utilized for the Alberta Drain project (the "Project") which will benefit drainage needs of Owassa Acres, Brenda Estates, Tejano Estates No. 1, El Charro No. 2, Rincon Del Valle No. 3 and Ricon del Valle No. 4 all being subdivisions in Hidalgo County, Texas (collectively the "Subdivisions");

WHEREAS, the Project will consist of installation of new drainage structures (inlets, manholes, junction boxes and pipe network) for the Subdivisions along with a new ditch to be excavated to detain and transport storm water that is collected from the drainage pipe network to be constructed as part of the Project along with utility adjustments and pavement repair in addition to a "stub out" to allow for a future connection of drainage improvements for Alberta Drain Phase II; and

WHEREAS, Urban County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with one another to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, Urban County, Hidalgo County Precinct 4 and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Urban County agrees to perform through a third party contractor construction of a drainage system consisting of inlets, manholes, junction boxes and pipe network benefiting the Subdivisions and a new drainage ditch to detain and transport storm water that is collected from such drainage pipe network in accordance with plans and specifications prepared by engineer Noe Saldivar, P.E.

2. District shall contribute materials with a value of \$189,000.00 and the sum of One Hundred Seventy Eight Thousand Four Hundred Fifty Two and 46 one hundredths Dollars (\$178,452.46) to Urban County.
3. Precinct 4 of Hidalgo County shall contribute labor and equipment to install certain pipe for the piping network as part of the Project.
4. Urban County will advertise for bids for construction of the Project and shall be responsible for the payment of the third party contractor for construction of the Project.
5. The District makes no warranties, express or implied, under this Agreement or otherwise in connection with the Project as described above.
6. Urban County agrees to conduct and perform, at its sole cost and expense, any and all other requirements of the Project and agrees to the extent allowed by law, to indemnify and hold District harmless from any claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from such other requirements of the Project not specifically agreed to herein to be undertaken by District.
7. District agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to performing this Agreement by District.
8. Following completion of the Project, Precinct 4 shall maintain the pipe network improvements. District shall maintain the open drainage ditch and those certain pipes connecting open drainage ditches.
9. **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 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 conflict exists.
10. **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.
11. **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 Urban County and District, and not otherwise.

12. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

13. **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 District: Hidalgo County Drainage District No. 1
Attention: Raul Sasin, Manager
902 N. Doolittle Road
Edinburg, Texas 78542

If to County: Hidalgo County
Attention: Ramon Garcia, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

With copy to: Hidalgo County Urban County Program
Attn: Diana R. Serna, Director
427 E. Duranta Avenue, Ste. 107
Alamo, Texas 78516

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.

14. **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.

15. **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.

16. **Assignment.** This Agreement shall not be assignable.
17. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
18. **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.
19. **Authority to Execute.** The execution and performance of this Agreement by the District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
20. **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.
21. **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. §271.903.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By _____
Ramon Garcia, Chair Board of Directors

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain

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**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 advised of a project to provide drainage facilities known as the Alberta Drain Project; through an Interlocal Cooperation Agreement to be entered by and between Hidalgo County acting by and through the Hidalgo County Urban County Program and Precinct 4 of Hidalgo County, hereinafter referred to as "Urban County" and Hidalgo County Drainage District No. 1, hereinafter referred to as "District".

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