

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 \_\_\_\_\_, 2016 by and between the HIDALGO COUNTY hereinafter referred to as "County" 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, under the terms of an engineering contract dated February 16, 2010, a copy of which is attached hereto as Exhibit A (the "Engineering Contract") County engaged the services of TEDSI Infrastructure Group, Inc (the "Engineer") for the purpose of designing and right of way mapping of HCMDS Phase II-J-09 Lateral Drain Ditch from North Main Drain to County Road 3601 commonly referred to as the J-09 Drain Project;

WHEREAS, under the terms of a professional services contract dated February 1, 2011, a copy of which is attached hereto as Exhibit B (the "Appraisal Contract") County engaged the services of Leonel Garza, Jr. & Associates, LLC (the "Appraiser") for the purpose of obtaining fair market value appraisals in connection with the properties related to the J-09 Drain Project;

WHEREAS, the County has paid, the sum of One Million Two-Hundred Forty-three Thousand Seventy-Nine and 22/100 Dollars (\$1,243,079.22) for services orders both the Engineering Contract and the Appraisal Contract;

WHEREAS, County and District are both desirous of District acquiring the right of way mapping, appraisal reports and all other documents provided by the Engineering Contract and the Appraisal Contract (collectively the "Contracts"); and

NOW THEREFORE, County and District in consideration the mutual terms and in consideration herein contained agrees to as follows:

1. County agrees to transfer all documents acquired under the Contracts to the District for the sum of One Million Two-Hundred Forty-Three Thousand Seventy-Nine and 22/100ths Dollars (\$1,243,079.22) payable in five (5) annual payments the first such payment to be paid on or before August 19, 2016 in the amount of Two-Hundred Fifty Thousand Dollars (\$250,000.00) and four installments annually thereafter, the first three payments following the first payment being in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) and the final payment shall be made on August 19,

2020 in the amount of Three Hundred Eighty Four Thousand Three Hundred Thirty Two and 90/100ths Dollars (\$384,332.90).

2. The documents to be delivered to District from the Engineering Contract are particularly described in Exhibit A attached hereto.
3. The documents to be delivered to District from the Appraisal Contract are particularly described in Exhibit B attached hereto.
4. **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 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.
5. **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.
6. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledged 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 County and District, and not otherwise.
7. **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.
8. **Notice.** Except as may be otherwise specifically provided in the 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 E. Segin, P.E., General Manager  
902 N. Doolittle Road  
Edinburg, Texas 78542

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

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 heirs, executors, administrators, 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 reference and shall not be deemed to affect the meaning or interpretation of any provision or 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 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.
15. **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.

16. **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**

\_\_\_\_\_  
Ramon Garcia, Chairman Board of District

**COUNTY OF HIDALGO**

\_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

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 advised of a proposed project regarding County and District are both desirous of District acquiring the right of way mapping, appraisal reports and all other documents provided by the Engineering Contract and the Appraisal Contract (collectively the "Contracts") through an Interlocal Cooperation Agreement to be entered into with the Hidalgo County and Hidalgo County Drainage District No. 1.

By vote on \_\_\_\_\_ 2016, the Hidalgo County Commissioners Court has approved the Project identified above.

\_\_\_\_\_  
By: Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By: \_\_\_\_\_  
Stephen L. Crain