

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 _____ 2017, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, hereinafter referred to as “District”, and **HIDALGO COUNTY, TEXAS**, hereinafter referred to as “County”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, District desires to install storm sewers in Plena Vista Subdivision Unit 2 which has continually been affected by rain events;

WHEREAS, District has or will execute a construction contract with Venser Contractors, LLC to install such storm sewers;

WHEREAS, District in the process of construction of such storm sewers in Plena Vista Subdivision Unit 2 will damage approximately forty-six percent (46%) of the roads or streets located in Plena Vista Subdivision Unit 2;

WHEREAS, District has or will contract with Venser Contractors, LLC to repair damage to the streets and roads in Plena Vista Subdivision Unit 2 caused by the installation of such storm sewers;

WHEREAS, County desires to rework and pave the remainder of the streets and roads in Plena Vista Subdivision Unit 2 not suffering damage as a result of such storm sewer installation;

WHEREAS, County desires to contribute the sum of One Hundred Eighty-Eight Thousand Six Hundred Sixty-Two Thousand and Eight one hundredths Dollars (\$188,662.08) for the reworking and paving of the streets and roads in Plena Vista Subdivision;

WHEREAS, District and County have agreed to cooperate in the improvements as described herein; and

WHEREAS, District and County 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 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 shall contract with Venser Contractors, LLC for installation of storm sewers in Plena Vista Subdivision Unit 2 and shall also contract with Venser Contractors, LLC for repair of streets and roads damaged by the installation of such storm

sewers as well as the reworking of the streets and roads in Plena Vista Subdivision Unit 2 not damaged by the installation of such storm sewers.

2. County agrees upon execution of this Agreement to pay District the sum of One Hundred Eighty-Eight Thousand Six Hundred Sixty-Two Thousand and Eight one hundredths Dollars (\$188,662.08) being fifty-four percent (54%) of the contract sum of the Venser Contractors, LLC contract for the reworking and paving of the streets and roads in Plena Vista Subdivision Unit 2 not damaged by the installation of storm sewers. Any change order necessitated with respect to the construction contract with Venser Constructors, LLC relating to the rework and paving of streets and roads in Plena Vista Subdivision Unit 2 not resulting from to damage of such streets and roads by the installation of such District storm sewers shall be reimbursed by County to District.
3. District will coordinate work schedule of the above described contractor to provide for minimal disruption of services, and will use its best efforts to complete the project within one hundred fifty (150) days of the date of this Agreement.
4. Following completion of the work described herein the parties agree that the District will have no responsibility for the maintenance of the streets and roads in Plena Vista Subdivision Unit 2.
5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
6. **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.
7. **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.
8. **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 Drainage District and County, and not otherwise.
9. **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.

10. **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 Sesin
902 N. Doolittle Road
Edinburg, Texas 78539

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

With copy to: Eduardo "Eddie" Cantu, Commissioner Pct. No. 2
300 W. Hall Aces Suite G
Pharr, Texas 78577

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.

11. **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.
12. **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.
13. **Assignment.** This Agreement shall not be assignable.
14. **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 of paragraph hereof.

15. **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.
16. **Authority to Execute.** The execution and performance of this Agreement by District and Hidalgo 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.
17. **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.
18. **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 sixty (60) 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, Chairperson Board of Directors

ATTEST:

HIDALGO COUNTY

By: _____
Arturo Guajardo, Jr.

By: _____
Ramon Garcia, County Judge

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
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**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.011, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project wherein District has or will execute a construction contract with Venser Contractors, LLC to install and improve storm sewers and repair and/or rework streets in Plena Vista Subdivision Unit 2 which Subdivision has continually been affected by rain events and Hidalgo County, Texas will financially contribute through an Interlocal Cooperation Agreement to be entered with Hidalgo County Drainage District No. 1 and Hidalgo County.

By vote on _____ 2017, 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