

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY ACTING
BY AND THROUGH ITS URBAN COUNTY PROGRAM AND HIDALGO COUNTY
IRRIGATION DISTRICT NO. SIX**

This Agreement is made on this the ____ day of _____, 2017, by and between Hidalgo County acting by and through its Urban County Program, hereinafter referred to as "County" and Hidalgo County Irrigation District No. Six, hereinafter referred to as "Irrigation", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, County is undertaking a project with the General Land Office in Precinct 3 of County known as Penitas Drain Phase II (the "Project");

WHEREAS, construction of the Project requires a bypass to circumvent that certain area of Irrigation's main irrigation canal enabling County to construct storm water crossings of such main canal with 10 feet by 5 feet new concrete boxes as more particularly described in **Exhibit A** attached hereto;

WHEREAS, during such construction Irrigation agrees to perform bypass pumping of Irrigation's main canal to allow County to construct such storm water crossings of Irrigation's main canal;

WHEREAS, Irrigation and County shall execute a Joint Use Agreement, a copy of which is attached hereto as **Exhibit B** (the "Joint Use Agreement") for the area required by County to perform such crossing construction and drainage improvements and Irrigation shall perform the work for Irrigation to construct the bypass described on Exhibit C attached hereto (the "Bypass");

WHEREAS, County and Irrigation, 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, County and Irrigation, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Irrigation through the Joint Use Agreement executed or to be executed by Irrigation agrees to grant County the right to use the area described in **Exhibit A** to perform the work required by the Project to construct and maintain the storm water crossings of Irrigation's main canal as shown on **Exhibit A** attached hereto.
2. County shall provide Irrigation at least ten (10) days' written notice prior to entering upon Irrigation's property described in Exhibit A attached hereto and incorporated herein by reference to perform such work and at such time shall pay

Irrigation the sum of Fifty Thousand and no one hundredths Dollars (\$50,000.00) (the "Permit Fee") and expenses to construct the Bypass as shown on Exhibit C. The County agrees Irrigation may participate at the Project's preconstruction meeting for the purpose of coordinating commencement schedules with Project Engineer, Javier Hinojosa Engineering. County also authorizes Irrigation to directly contact Project Engineer, Javier Hinojosa Engineering during the Project. Irrigation on receipt of such Permit Fee and expenses for the Bypass shall construct the Bypass of Irrigation's main canal within 5 business days and upon written notice from Irrigation that such Bypass construction is complete then County within thirty (30) days shall complete County's work described on Exhibit A (the "Project Period") . During the Project Period, Irrigation's sole responsibility is the two 12" pump rentals for the duration of the initial Project Period and shotcrete of 4,400 sq. feet. In the event County determines the Project will exceed the Project Period, County shall notify Irrigation in writing at least seventy-two (72) hours in advance and Irrigation may, in its sole discretion, rent additional pumps necessary to carry out the purpose of Irrigation. If County's work is not completed within the Project Period then County agrees to reimburse Irrigation for all pump rentals, contingencies and expenses incurred by Irrigation following the Project Period while County continues County's work immediately upon receipt of Irrigation's Invoice. In no event shall such Project Period be extended beyond forty-five (45) days from the date of commencement of such work by County. Upon the completion of the Project, County shall insure Irrigation's property is compacted to specifications (provided to County prior to commencement of County's work) and at the elevation in existence prior to the commencement of the Project. If unforeseen circumstances shall arise during the Project with County, County's contractor(s) or otherwise, which creates uncertainty or risk for Irrigation and its main canal, County agrees to compensate Irrigation for any and all reasonable expenses, and damages.

3. County and Irrigation will coordinate their respective work schedules of the above described work to provide for minimal disruption of Irrigation's use of its main canal and of County's construction of its storm water crossings.
4. **Hold Harmless Clause.** The parties agree to hold each other harmless from any and all liability that may arise and result from either party's performance under this Agreement.
5. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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 provisions of this Agreement. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring

them within the legal requirements and only during the time such conflicts exists.

6. **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.
7. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements 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 Irrigation, 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 communications 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 County: Hidalgo County Commissioner, Precinct 3
P. O. Box 607
Mission, Texas 78572

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

If to Irrigation: Hidalgo County Irrigation District No. Six
Attention: Joe Aguilar, General Manager
P.O. Box 786
Mission, Texas 78573

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.

15. 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.

16. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, successors, and assigns where permitted by this Agreement.

17. Assignment. This Agreement shall not be assignable.

18. 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 of paragraph hereof.

19. 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.

20. Authority to Execute. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of County and Irrigation in accordance with its terms.

21. 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

22. 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 thirty (30) 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.

23. Severability. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken here from and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

ATTEST:

HIDALGO COUNTY ACTING BY AND THROUGH ITS URBAN COUNTY PROGRAM

By: _____
Arturo Guajardo, Jr. County Clerk

By: _____
Ramon Garcia, County Judge

APPROVED AS TO FORM:

HIDALGO COUNTY IRRIGATION DISTRICT NO. SIX

ATLAS, HALL & RODRIGUEZ, LLP

By:  _____
Stephen L. Crain

By: _____
Diana Izaguirre
Its: President

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. County and Irrigation desires to assist each other under taking a project with the General Land Office in Precinct 3 of County known as Penitas Drain Phase II (the "Project"); through an Interlocal Cooperation Agreement.

By vote on _____ 2017, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:  _____
Stephen L. Crain

EXHIBIT "A"
1 OF 2



METES AND BOUNDS DESCRIPTION
0.46 ACRES OF LAND
HOMEVILLE ASSOCIATION
SUBDIVISION "A"
HIDALGO COUNTY, TEXAS

Parcel H.C.I.D. No. 6

A tract of land containing 0.46 acres, situated in Hidalgo County, Texas and also being a part or portion of LOT 207, HOMEVILLE ASSOCIATION SUBDIVISION "A", map reference: Volume 0, page 24, H.C.M.R., and said 0.46 acres of land also being more particularly described as follows;

BEGINNING on an iron rod found on the southeast corner of said Lot 207 and the North right-of-way of a 27.8 foot (10Vrs) Road, **THENCE**, N 08° 56' 37" E, along the East line of said Lot 207, a distance of 28.74 feet to South line of Hidalgo County Water Control & Improvement District No. 6 Canal right-of-way, for the southeast corner of this tract and the **POINT OF BEGINNING**;

THENCE, N 84° 55' 35" W, along the South line of said Hidalgo County Water Control & Improvement District No. 6 Canal right-of-way, a distance of 180.41 to the southwest corner of this tract;

THENCE, N 08° 56' 37" E, a distance of 110.25 feet to the South line of said Hidalgo County Water Control & Improvement District No. 6 Canal right-of-way, for the northwest corner of this tract;

THENCE, S 84° 55' 35" E, along the South line of said Hidalgo County Water Control & Improvement District No. 6 Canal right-of-way, a distance of 180.41 to the East line of said Lot 207, for the northeast corner of this tract;

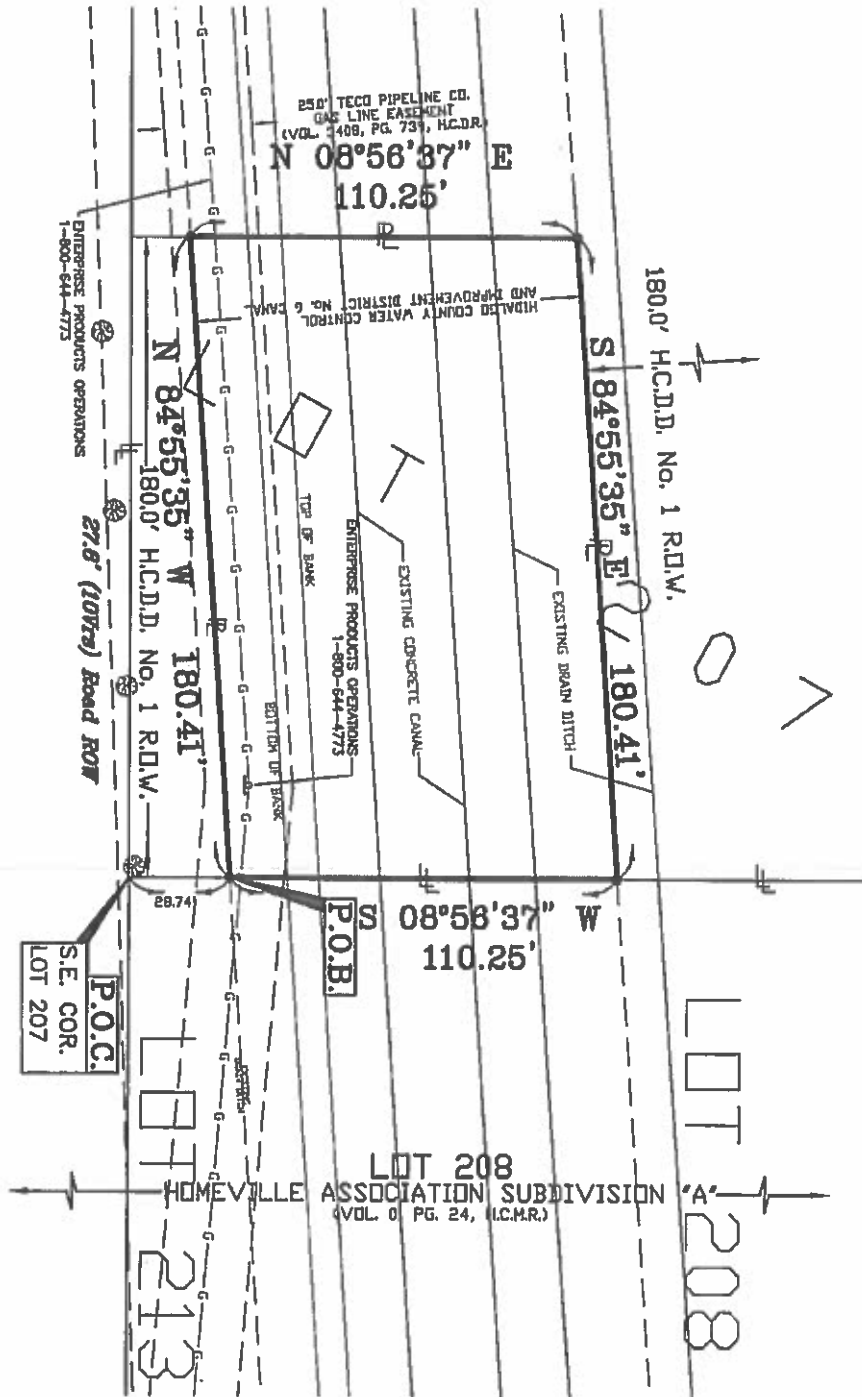
THENCE, S 08° 56' 37" W, along the East line of said Lot 207, a distance of 110.41 feet to the **POINT OF BEGINNING**, containing 0.46 acres of land, more or less.

EXHIBIT "A"

2 OF 2

- LEGEND**
- 1 = LOT LINE
 - 2 = PROPERTY LINE
 - 3 = COMMON OWNER
 - ROW = RIGHT OF WAY
 - H.C.D. = HIDALGO COUNTY IRRIGATION DISTRICT
 - H.C.D.R. = HIDALGO COUNTY DEED RECORDS
 - H.C.M.R. = HIDALGO COUNTY MAP RECORDS
 - G = GAS LINE
 - SIGN = SIGN

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
HIDALGO COUNTY IRRIGATION DISTRICT No. 6
CANAL R.O.W.



SCALE: 1" = 50.00'

BASIS OF BEARING AS PER S/D PLAT
 HOMEVILLE ASSOCIATION SUBDIVISION "A"
 VOLUME 0, PAGE 24, H.C.M.R.

HDV LLC
 517 BEAUMONT AVE.
 McALLEN, TEXAS 78502
 PH. (956) 618-1551
 FAX (956) 618-1547

EXHIBIT "C"

HIDALGO COUNTY IRRIGATION DISTRICT NO. SIX
3735 N FM 492 (GOODWIN RD)/PO BOX 786
MISSION, TX 78573
(956) 585-8389 / FAX: (956) 585-9920

Invoice No. 17-023

INVOICE

Customer	
Name	Hidalgo County Urban County Program C/O Diana Cerna
Address	427 E. Duranta Ave. Ste. 107
City	Alamo State TX ZIP 78516
Phone	956-787-8127 Antonio Barco-Deputy Director
Job Location:	Penitas Drainage Project

Misc.	
Date	8/31/2017
Order No.	
Rep	
Estimate No.	E16-009

Qty	Description	Unit Price	TOTAL
4400	Ft. Shotcrete	\$ 5.00	\$ 22,000.00
60	(2) 12" pump rental 30 days each inflation and contingent	\$ 200.00	\$ 12,000.00
			\$ 5,100.00
	Subtotal		\$ 39,100.00
	Joint Use Agreement Permit on 180'X120'		\$ 50,000.00
	Shotcrete 4,400 sq. ft. of main canal and pump around construction for 30 days.		

Price Valid for 60 Days

Subtotal	\$ 89,100.00
Shipping	
TOTAL	\$ 89,100.00

OFFICE USE ONLY	
Approved By:	
Type:	<input type="checkbox"/> Private Job <input type="checkbox"/> Materials Only <input type="checkbox"/> Other:
Payment Info:	

Tax Rate(s) _____

Office Use Only - Comments:
Martha Salinas

HAVE A NICE DAY!

DUE UPON RECEIPT