

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE HIDALGO COUNTY DRAINAGE DISTRICT # 1  
AND THE COUNTY OF HIDALGO**

THIS Agreement is made on and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as (“the County”), and **HIDALGO COUNTY DRAINAGE DISTRICT #1** hereinafter referred to as (“District”), and collectively as “the Parties”, pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), as follows:

**I. WITNESSETH:**

**WHEREAS**, an interlocal agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.001, et. Seq., of the Local Government Code, hereinafter referred to as the “Interlocal Cooperation Act”, or “the Act”;

**WHEREAS**, District is a “local government” as defined by the Act, and within the boundaries of Hidalgo County; and

**WHEREAS**, County is a “local government” as defined by the Act, and a political subdivision of the State of Texas; and

**WHEREAS**, District and County desire to enter into this Agreement for the public purpose of County selling to District a County-owned tract of land and the appurtenances attached thereto located within the jurisdiction of the District, known as the “County Jail on Cibolo Rd” (hereinafter referred to as “the Tract”), and more specifically described in the legal description attached hereto as Exhibit “A”; and

**WHEREAS**, under Texas Local Government Code § 272.001, County is permitted to donate or sell a parcel of land or an interest in real property to another political subdivision upon certain assurances that the property will be used for the public purpose benefiting County, and reverting to County in the event that the use of property no longer serves such a public purpose; and

**WHEREAS**, County and District believe that the constituents of each will benefit from the terms of this mutual agreement by allowing the District to utilize and control a tract of land that is important to the drainage projects of the District;

**NOW THEREFORE**, for and in good and valuable consideration of the mutual covenants expressed hereinafter, agree as follows:

## II. TERMS & CONDITIONS

1. County and District agree that this sale of the Tract and the appurtenances attached thereto is made for the public purpose of aiding the District in easing the District's access to property that is essential to the drainage system maintained by the District.

2. County agrees to transfer the Tract to the District for the sum of One Hundred Ninety Thousand Four-Hundred Ninety-Eight and 00/100<sup>th</sup> (\$190,498.00) (the "Transfer Price").

3. The Parties agree that time shall be of the essence regarding this Agreement.

4. Closing of the conveyance of the Tract to the District ("Closing") shall take place at the Office of the Hidalgo County Judge, 100 E. Cano Street, 2<sup>nd</sup> Floor, Edinburg, TX 78539, on or before May 1<sup>st</sup>, 2020 or at such earlier time, date and place as County and District may agree upon (the "Closing Date"). At Closing, County shall deliver to District:

a. A duly executed and acknowledged Special Warranty Deed ("Deed") conveying the Tract to the District in fee simple determinable subject to a right of reverted in favor of the County and otherwise free and clear of any and all liens and encumbrances, together with all and singular the rights and appurtenances pertaining to the Tract, including any right, title and interest of County in and to adjacent streets, alleys or rights-of-ways; and

b. Possession of the Tract.

5. All costs, adjustments and expenses of Closing shall be borne as follows:

a. Each party shall pay its own attorney's fees; and

b. District shall pay the cost of an Owners Title Policy for the Tract and cost of recording instruments presented by the County.

6. Upon due execution of the Deed by County and District, District shall record the Deed in the Official Records of Hidalgo County.

7. The terms and provisions of this Agreement shall survive the Closing, and may be enforced by specific performance.

8. Either Party to this Agreement, who is the prevailing party in any legal proceeding against the other brought under or with relation to this Agreement or a transaction made in connection with the Parties responsible under this agreement, shall

be additionally entitled to recover Court costs and reasonable attorney's fees from the non-prevailing party.

9. This sale is made by County to District with the understanding by both of the following:

i. the land or interest in land will be used by District in carrying out a purpose that benefits the public interest of County by preventing the flooding of the residential areas of the County of Hidalgo;

ii. the sale of the land or interest in land is made under the terms of this Agreement, which is made to effect and maintain the public purpose for which this sale is made; and

iii. pursuant to the terms of the Deed, the title and right to possession of the land or the interest therein shall revert to County if the District ceases to use the land or the interest therein in carrying out the public purpose of this Agreement.

10. EFFECT OF CONDEMNATION. If prior to the Closing all or any portion of the Tract is condemned, either party shall have the right to terminate this Agreement upon giving written notice to the other party within ten (10) days of the date one party notifies the other, in writing, of such condemnation. If neither party elects to terminate this Agreement, then the Closing shall take place, as herein provided and the interest in any condemnation awards shall be assigned to the party receiving title to such property at Closing.

11. LIABILITIES. The Parties agree that each shall be responsible for their own negligent acts or omissions or any other civil liability incurred in the course of the performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or District under Texas law and without waiving any available defenses under Texas law.

12. DURATION OF AGREEMENT. This Agreement shall continue until amended, replaced, or terminated. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party at the address provided for notice under this Agreement. The Parties agree that the amendment, replacement, or termination of this agreement does not affect the vesting of title to the Tract in District pursuant to the terms of the Deed.

13. 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(s) of this Agreement shall be

modified only to the extent necessary to bring them within legal requirements and only during the time such conflict exists.

14. 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.

15. 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 District and County, and not otherwise.

16. 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.

17. 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, Texas  
Attention: Richard F. Cortez, County Judge  
P.O. Box 1356  
Edinburg, Texas 78540-0758

If to District: Hidalgo County Drainage District No. One  
Attention: Richard F. Cortez, Chairman Board of Directors  
900 N. Doolittle Road  
Edinburg, Texas 78541

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.

18. ADDITIONAL DOCUMENTS. In addition to the acts recited in this Agreement to be performed by the parties, the parties hereto agree to perform or cause to be

performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

19. 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.

20. ASSIGNMENT. This Agreement shall not be assignable.

21. 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.

22. GENDER AND NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and singular shall include the plural whenever and so often as may be appropriate.

23. NON-DISCRIMINATION. This Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and District policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

24. AUTHORITY TO EXECUTE. The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions, and corporate actions. This Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

25. INDEMNIFICATION. To the extent allowable by law, the Parties hereto agree to indemnify and hold harmless the other party from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the transactions contemplated herein.

26. DEFAULT. Should either party be in default under any of the terms of this Agreement, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

27. 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.

28. APPENDIX II TO CFR 200-CONTRACT PROVISIONS. Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity

Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

29. COMMITMENT OF CURRENT REVENUES ONLY. In the event that, during any term hereof, the governing bodies of County or District do not appropriate sufficient funds to meet the obligations of District or County under this Agreement, District or County may terminate this Agreement upon ninety (90) days written notice to the other party. The Parties agree, however, to use reasonable 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 County or District.

WITNESS THE HANDS OF THE PARTIES this \_\_\_\_ day of \_\_\_\_\_, 2020.

**HIDALGO COUNTY DRAINAGE DISTRICT NO. ONE**

\_\_\_\_\_  
Richard F. Cortez, Chairman Board of Directors

**HIDALGO COUNTY**

\_\_\_\_\_  
Richard F. Cortez, County Judge

ATTEST:

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

**APPROVED AS TO FORM FOR COUNTY:**

Office of Hidalgo County Criminal District Attorney,  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Josephine Ramirez-Solis, Assistant District Attorney

**APPROVED AS TO FORM FOR DRAINAGE DISTRICT:**

Jones, Galligan, Key & Lozano, LLP

By: \_\_\_\_\_  
Ivan F. Perez, Drainage District Counsel

## EXHIBIT A

### Property Description:

AN 11.87 ACRE TRACT OF LAND, MORE OR LESS, OUT OF BLOCK 19, BAKER'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 46, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 790048 AND 790418, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 112" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF THE BIC DEVELOPMENT CORP. TRACT (A 206.32 ACRE TRACT OUT OF BLOCKS 19 AND 26, BAKER'S SUBDIVISION, ACCORDING TO DEED WITHOUT WARRANTY RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2431560, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND ON THE SOUTH RIGHT OF WAY LINE OF A THIRTY FOOT (30.00') COUNTY ROAD FOR THE NORTHWEST CORNER OF THIS TRACT, SAID ROD BEARS SOUTH 81 DEGREES 03 MINUTES EAST, 342.90 FEET AND SOUTH 08 DEGREES 57 MINUTES WEST, 15.00 FEET FROM THE NORTHWEST CORNER OF BLOCK 19;

THENCE; SOUTH 81 DEGREES 03 MINUTES EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID THIRTY FOOT (30.00') COUNTY ROAD, A DISTANCE OF 1,432.69 FEET TO A 5/8" IRON ROD WITH CAP STAMPED RPLS ON THE WEST LINE OF THE STATE OF TEXAS TRACT (A TRACT OF LAND OUT OF BLOCK 19, BAKER'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 314714, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE; SOUTH 08 DEGREES 57 MINUTES WEST, ALONG THE WEST LINE OF THE STATE OF TEXAS TRACT, A DISTANCE OF 350.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE; NORTH 81 DEGREES 03 MINUTES WEST, A DISTANCE OF 1,214.49 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE; SOUTH 66 DEGREES 02 MINUTES 14 SECONDS WEST, A DISTANCE OF 259.92 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF THE BIC DEVELOPMENT CORP. TRACT FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH 08 DEGREES 57 MINUTES EAST, ALONG THE EAST LINE OF THE BIC DEVELOPMENT TRACT, A DISTANCE OF 491.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.87 ACRES OF LAND, MORE OR LESS.