

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 FOR DRAINAGE STUDY**

THIS Agreement is made on this the 24th day of March, 2020, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, hereinafter referred to as "Drainage District", and **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation act, as follows:

WHEREAS, the County desires to conduct a Drainage Study for the area encompassing Precinct 4, so as to accurately ascertain and address immediate and long-term drainage needs;

WHEREAS, the Drainage District wishes to participate in said Study by providing guidance, direction and oversight of the various benchmarks and requirements of said Study in the best interest of those serviced by the County and the Drainage District;

WHEREAS, the County agrees to perform all necessary procurement procedures required by law to award the Study to a qualified firm or individual;

WHEREAS, the Drainage District agrees to reimburse the County for payment of said Study up to a maximum cost of Three Hundred Twenty-Nine Thousand Dollars (\$329,000.00);

WHEREAS, the Drainage District and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the Drainage District and County, in consideration for the mutual covenants expressed hereinafter, agree as follows:

1. The County agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to awarding a Drainage Study project for the Precinct 4 area.
2. The Drainage District shall provide guidance, direction and oversight of the benchmarks and requirement for said Drainage Study.
3. The Drainage District shall reimburse the County within 30 days of presentation of all paid invoices related to the Drainage Study up to a cumulative maximum amount of

Three Hundred Twenty-Nine Thousand Dollars (\$329,000.00). County agrees that any additional cost of the Drainage Study shall be borne by the County.

4. The parties agree that the Drainage Study shall be required to be completed within one year of an executed Work Authorization or April 15, 2021, whichever occurs later. The term of this Agreement may be extended by mutual agreement of the parties hereto.
5. **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.
6. **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.
7. **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.
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 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 for the before, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Drainage District:

Hidalgo County Drainage District No 1
Attention Chairman of Board of Directors
902 N. Doolittle Road

Edinburg, Texas 78539

If to Hidalgo County:

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

10. **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.
11. **Successors.** This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
12. **Assignment.** This Agreement shall not be assignable.
13. **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 provisions of paragraph hereof.
14. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in this masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
15. **Authority to Execute.** The execution and performance of this Agreement by Drainage 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 Drainage District and County in accordance with its terms.
16. **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.
17. **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.
18. **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.

19. **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.
20. **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.
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 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: Richard F. Cortez
Richard Cortez, Chair, Board of Directors

Approved As To Form:

By: Ivan F. Pérez
Ivan F. Pérez
Jones, Galligan, Key & Lozano, LLP

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 3/24/00

EDMC

HIDALGO COUNTY

BY: _____
Richard Cortez, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: _____

Approved As To Form:
Office of Criminal District Attorney, Ricardo Rodriguez, Jr.

By: _____
Assistant District Attorney

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk