

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS AGREEMENT is made on this the _____ day of December, 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, Hidalgo County and Drainage District each have the resources to provide equipment and manpower for certain projects, however both parties agree that instances exist in which one party would be better able to provide manpower and equipment ("Services") in a more efficient and economic manner on behalf of the other party;

WHEREAS, both parties desire to make Materials available to the other on an as-needed basis in which the presenting party will reimburse the receiving party for all actual costs incurred for the Materials;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement;

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

1. Upon request, the Drainage District and County agree to provide Materials at actual cost to the other party if such Materials are available or obtainable. Such provision of Material shall be on an as-needed basis only.

2. Prior to providing any Services, the presenting party shall prepare and present a draft purchase order to the receiving party estimating the materials desired from the receiving party and the receiving party shall state the actual costs which would be incurred for a project detailing the actual costs of obtaining said material. If the presenting party is in agreement with the draft purchase order completed by the receiving party, the presenting party shall prepare a purchase order reflecting the actual costs shown by the receiving party and present an executed purchase order to the receiving party.

3. The presenting party shall make payment to the receiving party within thirty (30) days upon receipt of an invoice from the receiving party.

4. Actual costs shall be determined solely by the receiving party providing the material based on the cost incurred by receiving party.

5. This Agreement shall be ongoing unless terminated by either party with thirty (30) days written notice to the other party.

6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to any Services providing under this Agreement.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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 Drainage
District No. 1

Drainage District No. 1
Attention: Chair of the Board
902 N. Doolittle Road
Edinburg, Texas 78539

If to Hidalgo
County:

Hidalgo County, Texas
Attention: County Judge
100 E. Cano, 2" 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.

12. **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.

13. **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.

14. **Assignment.** This Agreement shall not be assignable.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **Non-Discrimination.** The 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 the District's policies including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

21. **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 contract should it be subject to Federal award.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____

HIDALGO COUNTY

By: _____

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____

JONES, GALLIGAN, KEY & LOZANO L.L.P.

By: _____

