

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: 3/24/20 *md*

EXP

HIDALGO COUNTY

BY: Richard Cortez
Richard Cortez, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 4/21/20 *ms*

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

By: [Signature]
Assistant District Attorney

ATTEST:

By: Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk



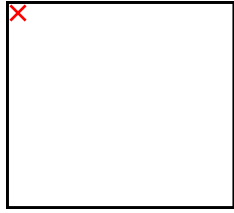
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SPECIAL MEETING - March 24, 2020

BE IT REMEMBERED, that on this 24th day of March A.D., 2020, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RICHARD F. CORTEZ	HIDALGO COUNTY JUDGE
HONORABLE DAVID FUENTES	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE ELLIE TORRES	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
March 24, 2020
9:45 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** (Audio Reference 01m:25s)

Judge Cortez called the meeting to order at 9:49 A.M. All members of the court were present during the roll call.
2. **Prayer** (Audio Reference 02m:00s)

Raul Sesin offered the prayer.
3. **Open Forum** (Audio Reference 03m:17s)

Commissioner Cantu extended an invitation to the public to pray together as a community as we continue to combat the COVID-19 virus.

There were no other public participants.
4. **Approval of Consent Agenda** (Audio Reference 04m:22s)

The court proceeded to the approval of the Consent Agenda.

The court did not pull any items for discussion and the Consent Agenda was approved.
5. **General Operations:**

- A. AI -74882 Requesting approval of Interlocal Agreement by and between Hidalgo County Drainage District No. 1 and Hidalgo County as it relates to Hidalgo County Precinct No. 4 Drainage Study. (Audio Reference 04m:42s)

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on item 5.A.

Vote: 5 - 0 - Unanimously

- B. AI -74897 Requesting approval to purchase (1) Ford Explorer 4WD Mid-Size SUV from awarded vendor, Silsbee Ford, through the District membership/participation with the cooperative Goodbuy, contract 20-8F000 in the total amount of \$30,350.25; transaction include vehicle, delivery and applicable fees. (Audio Reference 05m:09s)

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on item 5.B.

Vote: 5 - 0 - Unanimously

6. **2018 Bond Referendum Projects:**

- A. AI -74939 **Approval to issue payment on the following item(s) proceeding review and compliance of contract terms & conditions: Hidalgo Drain (Military Crossings)-513-030-300**

1. Application for Payment No. 2 in the amount of \$143,456.05 from Mor-Wil, LLC pertaining Construction Contract No. HCDD1-19-064-09-03 Hidalgo Drain Military Rd Crossings.

Engineer: Sames Engineering PO#638374 (Audio Reference 05m:30s)

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval on item 6.A.

March 24, 2020

There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 24th day of March, 2020

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Carolyn Thornton, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on March 24, 2020.

Signed this 26th day of March 2020

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Carolyn Thornton, Deputy

SPECIAL MEETING - April 21, 2020

BE IT REMEMBERED, that on this 21st day of April A.D., 2020, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RICHARD F. CORTEZ	HIDALGO COUNTY JUDGE
HONORABLE DAVID FUENTES	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE ELLIE TORRES	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
April 21, 2020
10:00 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** (Audio Reference 20m:16s)
 Judge Cortez called the meeting to order at 10:36 A.M.
 All members of the board were present.
2. **Pledge of Allegiance** (Audio Reference 22m:20s)
 Judge Cortez led the court in reciting the Pledge of Allegiance.
3. **Prayer** (Audio Reference 22m:35s)
 Judge Cortez offered the prayer.
4. **Approval of Consent Agenda** (Audio Reference 23m:57s)
 The court proceeded to the approval of the Consent Agenda.
 Valde Guerra asked the court to pull from the Consent Agenda items, 9.A, 9.B, 10.D, and 10.F. for further discussion.
 Commissioner Flores stepped away from the meeting and returned during the discussion of the Consent Agenda items.
 The court proceeded to item 21 - Open Forum after the approval of the Consent Agenda.
5. **Sheriff's Office:**
 - A. AI-75153 Requesting authorization for the County Judge as Chief Executive Officer to sign the Certifications and Assurances by the Chief Executive of the Applicant Government as requested by the U.S. Department of Justice Office of Justice Programs Edward Byrne Justice Assistance Grant Program FY 2019 (Audio Reference 37m:54s)

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote

- C. AI-75156 Discussion/Approval to Submit a Supplemental Application for a Cost-of-Living Adjustment (COLA) and Quality Improvement Funds (Audio Reference 1h:09 24s)

Teresa Flores from the Head Start Program stated that a letter was received by the department stating their eligibility for a non competitive 5 year grant award to operate the program in the amount of \$140M beginning in 2021. She further stated that \$547,796.00 will be received for COLA and \$981,540.00 for Quality Improvement Funds.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval on item 15.C.

Vote: 5 - 0 - Unanimously

16. **WIC:**

- A. AI-75148 WIC ADMIN - Prog 001 (1292): (Audio Reference 1h:23m 05s)
Requesting approval for County Judge to e-sign the HHSC Contract No.2017-049851-001 Signature Page for Amendment No.5.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval on item 16.A.

Vote: 5 - 0 - Unanimously

17. **Precinct #2 - Comm. Cantu:**

- A. AI-75238 Discussion, consideration and approval of a Contribution-In-Aid-of-Construction Agreement for Electric Distribution Service with AEP (American Electric Power) for the relocation of electrical facilities/service for the Pct 2 Javelina Drive Extension Project. (Audio Reference 1h:23 39s)

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on item 17.A.

Vote: 5 - 0 -Unanimously

- B. AI-75245 Requesting approval of Amendment No. 2 to the Interlocal Cooperation Agreement with Hidalgo County Irrigation District No. 2 approved by CC 12/11/18(AI#68029) and 7/1/19 (AI#71098) to allow Hidalgo County Irrigation District No. 2 to reconstruct the irrigation pipeline for the Pct 2 Javelina Drive Extension Project. (Audio Reference 1h:24m 26s)

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on item 17.B.

Vote: 5 - 0 - Unanimously

18.

Precinct #4 - Comm. Torres:

- A. AI-75144 Requesting approval of Interlocal Agreement by and between Hidalgo County and Hidalgo County Drainage District No. 1 as it relates to a "Drainage Study and Assessment" for Hidalgo County Precinct No. 4. (Audio Reference 1h:25m 03s)

On motion by COMMISSIONER PCT. 4, ELLIE TORRES, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval on item 18.A.

Vote: 5 - 0 – Unanimously

19. **Budget & Management:**

- A. AI-75218 Discussion, consideration and approval to opt-in in Aetna's CVS Health and Aetna Liberalization Program, which covers inpatient treatment by participating providers of COVID-19 diagnoses and related complications at 100%. (Audio Reference 1h:25m 34s)

Commissioner Fuentes abstained from any discussion and/or action on item 19.A.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, JOE FLORES, the Court made a UNANIMOUS vote of approval on item 19.A.

Vote: 4 - 0 -Unanimously

- B. AI-75174 Approval of medical coverage for the temporary employee listed below as per the Affordable Care Act (ACA) IRS Code Section 4980H - Shared responsibility for employers regarding health insurance.
1. E#029068 effective 5/1/20 (Audio Reference 1h:32m 19s)

Commissioner Fuentes abstained from any discussion and/or action on item 19.B.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, JOE FLORES, the Court made a UNANIMOUS vote of approval on item 19.B.

Vote: 4 - 0 -Unanimously

- C. AI-75145 Various Departments: (Audio Reference 1h:32m 49s)
Approval of salary schedule changes as per Exhibit A in accordance with Hidalgo County Classification and Compensation Pay Plan.

Commissioner Flores stepped away from the meeting.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval on item 19.C.

Vote: 4 - 0 – Unanimously

- D. **Budget Appropriations:**

April 21, 2020

There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 21st day of April, 2020

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Carolyn Thornton, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on April 21, 2020.

Signed this 23rd day of April 2020

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Carolyn Thornton, Deputy