

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 FOR CDBG/GLO MITIGATION PROGRAM [GLO 2016-MIT]

THIS Agreement is made on and entered into effective as of the ___ day of _____, 2022, by and between the **COUNTY OF HIDALGO, TEXAS, by and through the Hidalgo County Urban County Program**, hereinafter referred to as (“County”), and the **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**, hereinafter referred to as (“Drainage District”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the Drainage District, a special purpose district, is a unit of local government as defined by Chapter 791 of the Texas Government Code, and a political subdivision organized under the laws of the State of Texas, within the boundary of Hidalgo County; and

WHEREAS, the County is defined as a “Local Government” under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, the County submitted a grant application for funds related to major declared disasters due to weather events in 2015, 2016 and 2017;

WHEREAS, the County received a grant award for Community Development Block Grant (“CDBG”) grant funds through the General Land Office (“GLO”) in the amount of **\$9,962,444.40 (GLO CONTRACT NO. 22-082-005-D200)**, related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS, the County, as the Sub-recipient of the grant funds, with the assistance of the Drainage District, has identified drainage improvement activities that will increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; and

WHEREAS, the County and Drainage District have identified the following as the target of the drainage improvement project: Channel Expansion Phase-2 From Mile 4 West traveling eastward along the existing Main Floodwater Channel to the intersection of the channel with FM 491(26.342265, -97.953914) (hereinafter referred to as “**drainage improvement project**”);

WHEREAS, the County and Drainage District desire to collaborate for implementation of the drainage improvement project with the use of the awarded funds in furtherance of the grant

and in compliance with the terms and criteria of the CDBG/GLO Mitigation Program as more fully described below; and

WHEREAS, County and Drainage District have an existing agreement wherein Drainage District has agreed to provide County with support services upon request for engineering and project management of certain projects and in furtherance of that agreement Drainage District has agreed to provide the County with engineering and project management services, as necessary, to assist with the drainage improvement project as more fully described below; and

WHEREAS, County and Drainage District desire to enter into this agreement for a public purpose and for the benefit of providing critical improvements to the County's drainage and systems that will aid in the overall health and wellbeing of the most vulnerable populations in the community;

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

1. **Terms and Conditions.** County was awarded grant funds in the amount of **\$9,962,444.40 (GLO CONTRACT NO. 22-082-005-D200)**, through the CDBG/GLO Mitigation Program through funds made available pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act. A copy of the Contract is attached hereto as **Exhibit "A"** and is incorporated herein for all purposes as part of this agreement. Drainage District represents that it has read and understood the terms and conditions of the grant award attached hereto as **Exhibit "A"** and agrees to comply with all terms and conditions.
2. As part of the grant application, Drainage District agreed to provide engineering services (i.e. the services) to County to assist with the overall planning, design, construction management and/or general oversight of the necessary drainage improvements as part of the County's disaster mitigation efforts. The local contribution by Drainage District was critical to the award of the grant funds. As such, Drainage District agrees to perform the services as outlined in the Statement of Work (**Exhibit "B"**) for and in consideration of the in-kind contribution to the County's performance of the above identified drainage improvement program.
3. These services will be provided on an as needed basis to ensure, at a minimum, that the general plan, design, development and construction of the drainage improvements comply with all applicable laws, ordinances and appropriate standards for such projects, as well as fits into the master drainage and stormwater system design plan for Hidalgo County.
4. **Records and Reports.** Drainage District agrees to establish and maintain all necessary records and reports that may be required for reimbursement of grant funds from both GLO and County. This includes but is not limited to time sheets, time logs, Force Account labor documentation, equipment usage, and detailed invoices for third party

services and construction oversight. Drainage District agrees to provide County with the required documentation for review and in a timely manner at the request of the County through its designated representative (Urban County Director or his designee). Drainage District further agrees to assist County in providing required reports and updates in a timely manner and in accordance with the grant's terms and conditions as outlined in the attached **Exhibit "A"**.

5. **Audit Requirements.** Drainage District agrees to comply with the applicable audit requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations, as may be necessary.
6. This Agreement shall be ongoing unless terminated by either party with thirty (30) days written notice to the other party.
7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to any Services provided under this Agreement, keeping in mind that the Texas General Land Office Community Development and Revitalization (GLO-CDR) has adopted 2 CFR 200.317 as it relates to the administration of CDBG-DR and CDBG-MIT programs. As such, CDBG-DR and CDBG-MIT subrecipients are required to follow the federal procurement requirements found in 2 CFR 200.318 through 200.327.
8. **Conflict with 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 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 conflicts exists.
9. **No Waiver.** No waiver by County 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.
10. **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 representations 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 Drainage District, and not otherwise.
11. **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.

12. **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 electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile to the parties at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539
(956)318-2600

With copy to: Mr. P.R. Avila
Hidalgo County Urban County Program Director
1916 Tesoro Dr.
Pharr, TX 78577
(956)787-8127

If to Drainage Dist: Mr. Raul Sesin, General Manager
902 N. Doolittle Rd.
Edinburg, Texas 78542
(956)292-7080

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.

13. **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.

14. **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.

15. **Assignment.** This Agreement shall not be assignable by Drainage District.

16. **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 or paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

18. **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 Drainage District policy, including without limitation race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. Drainage District shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

19. **Governmental Purpose.** To the extent applicable, 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.

20. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

21. **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **Immunity.** This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and Drainage District's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of immunities from suit or from liability that the County or Drainage District has by operation of law.

23. Drainage District shall at all times be deemed an independent contractor with County and this Agreement shall not be deemed to constitute Drainage District as a partner or in joint venture with County.

24. **Authority to Execute.** The execution and performance of this Agreement by County and Drainage District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Drainage District in accordance with its terms.

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

**HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1**

Richard F. Cortez, Board Chair

THE COUNTY OF HIDALGO

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

Approved by Hidalgo County Commissioners Court on _____, 2022.

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

**EXHIBIT “B”
STATEMENT OF WORK
GLO 2016-MIT**

GLO CONTRACT NO. 22-082-005-D200: Community Development Block Grant (“CDBG”) grant funds through the General Land Office (“GLO”) in the amount of **\$9,962,444.40**, related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Drainage Project Description: Channel Expansion Phase-2 From Mile 4 West traveling eastward along the existing Main Floodwater Channel to the intersection of the channel with FM491 (26.342265, -97.953914)

Drainage District contribution by category:

1. Administration – HCCD#1 to contribute via reimbursement to Hidalgo County UCP \$53,814.76 for grant administration costs.
2. Environmental – HCCD#1 to contribute \$8,278.74 for preparation of the Environmental Assessment.
3. Engineering – HCCD#1 to contribute \$71,545.05 for Professional Engineering Services.
4. Construction – HCDD#1 to contribute \$322,174.83 for Construction Management (third party services).