

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ____ day of _____, 2024, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO.1** (hereinafter referred to as "Drainage District") and **HIDALGO COUNTY** (hereinafter referred to as the "County"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, as a result of the urgent need to alleviate drainage concerns in the area, voters within the Drainage District approved passage of a drainage bond in 2023; and

WHEREAS, the proceeds of the bond are to be utilized for various projects, including improvements to the project identified by Drainage District as the LJ Drain Nolana Extension; and

WHEREAS, Hidalgo County will engage in a construction project to improve portions of Nolana (the "Project") which will include drainage improvements that coincide with the LJ Drain Nolana Extension; and

WHEREAS, Hidalgo County intends to undertake all aspects of the Project (design, procurement, construction) with either in house or third-party professionals; and

WHEREAS, the Drainage District wishes to assist the County with funding for the Project in the amount of \$3,161,455.00; and

WHEREAS, the parties acknowledge that the Project which will benefit the citizens of the County and Drainage District; and

WHEREAS, the County will complete the Project within two years of execution of this Agreement; and

WHEREAS, the County will provide the Drainage District with quarterly status updates on the Project until its completion;

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

1. **Hidalgo County's Obligations.** Hidalgo County will undertake Project, which will include drainage improvements, and complete the Project within two (2) years of

the execution of this Agreement. The County shall handle all aspects of the Project, including, but not limited to design, procurement, and construction, with in-house personnel or third-party professionals. The County will follow all procurement laws it is required to in connection with the Project. The County agrees to provide Drainage District with quarterly status updates on the Project until completion.

2. **Drainage District's Obligation.** The Drainage District agrees to provide a portion of the funding for the Project in the amount of Three Million One Hundred Sixty-One Thousand Four Hundred Fifty-Five Dollars (\$3,161,455.00) to the County no later than thirty (30) days from execution of this Agreement.
3. **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 provision of this Agreement shall be modified only to the extent necessary to bring this Agreement within any such legal requirements and only during the times such conflict exists.
4. **No Waiver.** No waiver by any party hereto 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.
5. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, reflecting the subject matter 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 the parties hereto.
6. **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.
7. **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: Hidalgo County Drainage District No. 1
Attn: General Manager
902 N. Doolittle
Edinburg, Texas 78540-0758

If to Hidalgo County: Hidalgo County, Texas
Attn: County Judge
100 E. Cano, 2nd 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.

8. **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.
9. **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.
10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors and assigns where permitted by this Agreement.
11. **Assignment.** This Agreement shall not be assignable.
12. **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.
13. **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.
14. **Authority to Execute.** The execution and performance of this Agreement by the parties have been duly authorized by all necessary laws, resolutions or governing body action of the parties and this Agreement constitutes the valid and enforceable obligations of the Drainage District, and the Irrigation District

in accordance with its terms.

15. **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.
16. **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 ninety (90) 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.
17. **Immunities:** Nothing in this Agreement is intended to and the parties do not hereby waive, release or relinquish any right to assert any of the defenses each entity enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to as to any claim or action of any person, entity, or individual against each party.
18. **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.

*****REMAINDER OF PAGE LEFT INTENTIONALLY BLANK*****

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

AGREED:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1.

By: _____
Richard F. Cortez, Chairman of the Board

Approved as to Form Only:

Jones, Galligan, Key & Lozano L.L.P.

AGREED:

HIDALGO COUNTY, TEXAS

By: _____
Richard F. Cortez, County Judge

Approved as to Form Only:

Office of the Criminal District Attorney, Toribio "Terry" Palacios

Assistant District Attorney