

## TECHNICAL ASSISTANCE AGREEMENT

This Technical Assistance Agreement (“Agreement”) is made and entered into by and between the North American Development Bank (the “NADB”) and Hidalgo County, Texas (the “Sponsor”).

### RECITALS

NADB is an international organization created pursuant to the “Agreement between the Government of the United States of America and the Government of the United Mexican States concerning the Establishment of a North American Development Bank”.

One of the purposes of NADB is to help preserve, protect, and enhance the environment of the border region in order to advance the well-being of the people of the United States and Mexico. In carrying out such purpose, NADB is authorized to provide assistance for the development of environmental infrastructure projects in the border region.

NADB has approved providing technical assistance to the Sponsor for the development of a Water Resources Plan for Hidalgo County, Texas (the “Work”), subject to the terms and conditions of this Agreement. The Work is to be carried out in the context of water resources planning technical assistance for other counties in the region, primarily Cameron County.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises, conditions, terms, and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, NADB and the Sponsor do mutually agree to the following:

### **ARTICLE 1**

### **FINANCIAL ASSISTANCE**

NADB will provide for the benefit of the Sponsor technical assistance funding in an amount not to exceed U.S. \$350,000.00 (the “NADB Funds”). Such technical assistance funding will be used exclusively to develop the Work, which will consist of the following two phases: Phase I involves the development of the Scope of Work that will be used to develop the Water Resources Plan for the Lower Rio Grande Valley and will have an estimated cost not to exceed \$100,000.00, of which \$50,000 are being awarded under this Agreement with the Sponsor. Subject to the results of Phase I and NADB authorization to proceed, Phase II would involve the development of the actual Water Resources Plan for the Lower Rio Grande Valley and would be covered with the remaining NADB Funds. Sponsor commits to cover at least 10% of the cost of Phase II (“Sponsor Funds”). The Sponsor Funds shall be fully applied to payment of the cost of the Work prior to use of any amount of NADB Funds. In addition, Sponsor shall be responsible for paying any additional costs that are required in excess of NADB Funds to cover the cost of the Work. NADB Funds will be used by NADB to procure technical assistance services in accordance with NADB’s policies, rules and procedures.

In no event will NADB be obligated to provide grant assistance to Sponsor from NADB's own assets. These studies must be developed in coordination with Cameron County, which will receive the same amount of funds from the NADBank and must provide the corresponding 10% of the cost of the study included in Phase II.

\* Hidalgo and Cameron counties shall not be required to provide the corresponding 10% cost for Phase I of the study.

**ARTICLE 2**

**SCOPE OF WORK**

The Work shall be conducted in accordance with the Scope of Work contained in Exhibit "A" attached hereto and incorporated herein.

**ARTICLE 3**

**PROCUREMENT OF SERVICES**

Procurement of consulting services will be in accordance with the NADB's Procurement Policies and Procedures.

**ARTICLE 4**

**SPONSOR OBLIGATIONS**

A. Upon execution of this Agreement, the Sponsor agrees to:

- i. work with NADB to ensure that the Work is completed in accordance with this Agreement;
- ii. provide NADB all information necessary to facilitate regarding the Work.
- iii. Work with Cameron County and any other counties supporting the Work.
- iv. comply will all federal and state regulations, policies, guidelines and requirements with respect to the acceptance and use of the Funds for the Project.
- v. comply with all requirements of NADB (including all public information and notice requirements).
- vi. designate a project manager to coordinate with NADB on performance of the Work (the "Project Manager").
- vii. Diligently advance for NADB Certification and potential financing, any infrastructure project that may result from the Work.

**ARTICLE 5**

**PAYMENT OF FUNDS**

NADB shall disburse funds to the Consultant in accordance with the Consultant Contract, up to the limit set forth in Article 1 herein. Funds will be disbursed only upon receipt of invoices or other form of payment request in compliance with the Consulting Contract and the requirements of NADB.

**ARTICLE 6**

**ALLOWABLE AND UNALLOWABLE COSTS**

A. Eligible, allowable costs shall be limited to those costs that are necessary, reasonable, and directly related to the efficient achievement of the objectives of this Agreement and the Work.

B. Allowable costs are those expenses that are incurred within the approved Scope of Work and funded in the budget for the Work.

C. The Funds may not be used for advocacy purposes, including: (1) lobbying or influencing legislation before Congress; (2) partisan or political advocacy purposes; and 3) any activity with an objective that could affect or influence the outcome of a regulatory or adjudicatory proceeding.

**ARTICLE 7**

**INTELLECTUAL PROPERTY**

Sponsor may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under a grant award by NADB. NADB reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for NADB functions and purposes, and to authorize others to do so at their discretion. Sponsor is subject to applicable regulations in the United States governing patents and inventions. NADB has the right to: (i) obtain, reproduce, publish, or otherwise use the data first produced under an award; and (ii) authorize others to receive, reproduce, publish, or otherwise use such data for environmental or public health reasons as determined by NADB.

**ARTICLE 8**

**AUTHORITY**

NADB and Sponsor each represent and warrant that they possess full legal authority to enter into and fulfill all the terms of this Agreement.

**ARTICLE 9**

**TERM OF AGREEMENT**

A. This Agreement shall commence on the latest date of execution by either of the parties hereto as authorized by the signatures in the Execution of Agreement Section below, and shall continue, unless earlier terminated pursuant to Article 11 of this Agreement, until Sponsor has completed the Work.

B. The Agreement and the obligations of the parties pursuant to the Agreement shall automatically terminate ten (10) months following the date of its execution unless specifically addressed by an amendment signed by the parties after proper justification by Sponsor for extension of the Agreement.

**ARTICLE 10**

**RECORDS**

A. **Records Maintenance:** Sponsor shall maintain and retain any books, records, documents, and other evidence in its possession sufficient to reflect all project costs incurred in the performance of the Work under this Agreement in accordance with generally accepted accounting principles and practices in the country of origin. Sponsor shall ensure that any consultant(s) retained in connection with the Work shall maintain books, records, documents, and other evidence pertinent to the Project or performance of Work under this Agreement or the Consulting Agreement, in accordance with generally accepted accounting principles and practices in the country of origin.

B. **Access:** NADB, or its representatives or agents acting at the direction of NADB, shall have access to such books, records, documents, and other evidence specified in Article 10(A) above for inspection, audit, and copying during normal business hours. Sponsor will make available such information and provide proper facilities for such access and inspection.

C. **Duration:** Books, records, documents, and other evidence maintained under Article 10(A) above shall be retained and made available for the duration of this Agreement and for three (3) years thereafter in accordance with accounting principles and practices. In addition, any records which relate to any controversy arising under this Agreement or relating to the Work, or to litigation or the settlement of claims arising under this Agreement or relating to the Work, shall be maintained, and made available until three (3) years after the date of resolution of such matter.

**ARTICLE 11**

**TERMINATION**

A. A Party may terminate this Agreement by 30-day advance written notice (certified mail, return receipt requested or private delivery service with confirmation of receipt) to the other Party.

B. If Sponsor breaches the Agreement, NADB may suspend or cancel further disbursements of the Funds until such time as the breach is remedied to the satisfaction of NADB, may terminate the Agreement, and may take any other remedial action available to it at law or equity. A breach of this Agreement resulting in termination shall occur in the event:

- i. Sponsor defaults in the due observance or performance of any of their obligations under this Agreement, which failure remains unremedied for a period of thirty (30) days from the date Sponsor receives notice of such failure; or

- ii. Sponsor ceases to pursue certification and financing of any project it has presented to NADB, diligently, expeditiously and in good faith.; or
- iii. The validity of this Agreement, or any material provision of this Agreement, is contested by the Sponsor or any governmental authority, or any section of this Agreement shall for any reason be invalid, ineffective, or unenforceable.

C. In terminating this Agreement because of a breach by Sponsor, NADB may take any of the following immediate actions:

- i. temporarily withhold payments pending correction of the deficiency by Sponsor;
- ii. disallow (that is, deny both use of the Funds and any applicable matching credit) for all or part of the cost of the activity not in compliance;
- iii. wholly or partly suspend or terminate the award;
- iv. withhold further awards.

**D. UPON TERMINATION OF THIS AGREEMENT BECAUSE OF BREACH BY SPONSOR, SPONSOR WILL REIMBURSE TO NADB, WITHIN A REASONABLE PERIOD ESTABLISHED BY NADB, ALL NADB FUNDS THAT HAVE ALREADY BEEN CONTRIBUTED FOR PERFORMANCE OF THE WORK.**

**ARTICLE 12**

**NADB IMMUNITY**

NADB shall have no liability (in tort, contract or otherwise) to Sponsor, or any of their officers, employees, agents or representatives for any claims, liabilities, losses, damages, or expenses arising out of any act or omission of NADB or any of its directors, employees, agents or representatives pursuant to this Agreement.

**ARTICLE 13**

**INDEMNIFICATION AND RELEASE OF RESPONSIBILITY**

Sponsor indemnifies and holds harmless NADB and each of its directors, employees, agents and representatives (collectively, "NADB's Associated Persons") against any claims for death, personal injury, damages or other relief against NADB or NADB's Associated Persons, including costs, expenses and attorney's fees, resulting from negligent or willful acts or failure to act by Consultant.

**ARTICLE 14**

**DISPUTES**

If any dispute arises under this Agreement, the parties hereto shall consult with each other to reach resolution through consensus. In the event resolution by consensus cannot be achieved, the parties will submit to binding arbitration pursuant to a process to be determined by NADB at its sole discretion, waiving all rights to resolution of the dispute by a court of law or other judicial proceeding.

**ARTICLE 15**

**ASSIGNMENT**

This Agreement may not be assigned to any person or entity by either party hereto without the written consent of the other party.

**ARTICLE 16**

**BINDING**

This Agreement shall bind the successors, assigns and legal representatives of the parties hereto subject to the requirements of Article 15.

**ARTICLE 17**

**AMENDMENTS**

This Agreement may only be amended in writing by mutual consent of the parties hereto.

**ARTICLE 18**

**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. Any oral representation or modification concerning this Agreement, including amendments, shall be of no force.

**ARTICLE 19**

**REPRESENTATION**

For the purposes of this Agreement, the representative and address for NADB is Renata Manning-Gbogbo, Director of Technical Services & Grants, 203 S. St. Mary's St., Suite 300, San Antonio, TX 78205, Ph: (877) 277-1703 and Fax (915) 975-8280, [rmanning@nadb.org](mailto:rmanning@nadb.org). The representative for project management purposes for NADB is Carlos Acevedo, [cacevedo@nadb.org](mailto:cacevedo@nadb.org).

The Sponsor's representative and address for notice purposes is Richard F. Cortez, Hidalgo County Judge, 100 E Cano, Suite 201, Edinburg, TX, 78539, Tel: (956) 318-2600. The project manager for the Project shall be Isaac V. Sulemana, Tel: (956) 318-2600, [isaac.sulemana@co.hidalgo.tx.us](mailto:isaac.sulemana@co.hidalgo.tx.us).

**ARTICLE 20**

**NOTICES AND COMMUNICATIONS**

Notices and communications between the Parties shall be mailed (certified mail or private delivery, return receipt requested), delivered by hand to the addresses specified in Article 19 above, or delivered by electronic mail, unless otherwise stipulated in this Agreement or agreed to in writing by the parties hereto. Notices and communications shall be deemed given on the date the notice or communication is postmarked or, if delivered by hand, received at the place of business of the other or, if delivered by E-mail, on the date sent.

**EXECUTION OF THIS AGREEMENT:**

A. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

B. The signers assume and understand all terms and conditions of this Agreement and further certify that they have received signed copies of this Agreement on the date below.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have executed this Agreement, in duplicate originals in English, on the date set forth below.

NORTH AMERICAN DEVELOPMENT BANK

HIDALGO COUNTY, TEXAS

By: Renata Manning Gbogbo  
Name: Renata Manning-Gbogbo  
Title: Director of Technical Services & Grants

By: \_\_\_\_\_  
Name: Richard F. Cortez  
Title: Hidalgo County Judge

DATE: March 24, 2025

DATE: \_\_\_\_\_

**Exhibit "A"**  
**Scope of Work**

***Phase one – Project scoping:***

Significant past and ongoing planning efforts for water resources in the Lower Rio Grande Valley exist, most notably the State Water Plan. Still, it is unclear to what extent these present a holistic, unified vision for the region as opposed to independent initiatives at the individual municipal or water user level. The Consultant shall identify planned initiatives and ascertain what additional planning is needed. The final deliverable will be a scope of work to develop a comprehensive water resources plan for Cameron and Hidalgo counties.

As part of this RFP, the Consultant, supported by a knowledgeable team, shall submit a proposal to accomplish the following objectives during this phase:

- (1) Develop a comprehensive understanding of the water situation in the region and its key players based on a compilation and review of existing regional and local plans and other available information, interviews, and site visits.
- (2) Identify the key players for this study, including the counties and city officials, or irrigation districts members, among others.
- (3) Propose the governance structure and stakeholder engagement process necessary for the execution of phase two.
- (4) Identify additional planning efforts necessary to develop a regional water resources management plan and propose a conceptual work plan to the steering committee.
- (5) Upon approval by the project sponsors, and in consideration of the steering committee's input, develop a scope of work for the execution of the recommended work plan to be completed in the second phase of the study.

The deliverable for the first phase will be a recommended approach for developing the roadmap, along with a tailored format for the planning document. This design will address the specific needs of the project sponsors and/or the unique requirements of the region (e.g., a Regional Integrated Resource Plan, Water Supply Master Plan, or 40-Year Water Supply Plan).

***Phase two – Project execution:***

The scope and specific tasks of the second phase will be determined in Phase 1 and could shape up in several different ways (e.g. regional Integrated Resource Plan, Water Supply Master Plan, 40-year Water Supply Plan). The following tasks illustrate the type of activities that may be executed for the purpose of preparing a proposal. However, it is important to point out that Phase 1 may recommend a different approach once existing plans are better understood.

- Defining the study area and key stakeholders
- Preparing population and water demand projections
- Researching and describing existing water supplies
- Estimating the future supply-demand gaps
- Identifying water supply options, which may include water supply portfolios
- Defining decision-making criteria for evaluating alternatives
- Evaluating and ranking water supply alternatives
- Providing recommendations and a roadmap for implementation