

STATE OF TEXAS § INTERLOCAL AGREEMENT
HIDALGO COUNTY §

This Agreement is entered into effective the _____ day of _____, 2025, by and between Hidalgo County Drainage District No. 1 (the "Drainage District"), the City of Weslaco, Texas (the "City") and Hidalgo County through Precinct One (the "County") pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the Drainage District, the City 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;

WHEREAS, the County maintains a walking trail along South Westgate Drive between 6th Street and 18th Street in Weslaco, Texas;

WHEREAS, the walking trail abuts a drainage ditch maintained by the Drainage District and crosses over Westgate Drive which is maintained by the City;

WHEREAS, the parties wish to reroute the walking trail to go under Westgate Drive so as to alleviate traffic concerns and address drainage concerns (the "Project");

WHEREAS, the parties wish to work collaboratively to address drainage and safety pertaining to said crossing along Westgate Drive; and

WHEREAS, the Project will serve a public purpose.

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

1. **Drainage District Obligations for the Project.** The Drainage District agrees to do the following for the Project with either inhouse personnel or a third party:
 - a. Prepare civil engineering plans for a box culvert crossing. Plans will not include electrical lighting;
 - b. Provide equipment and personnel for box installation
 - c. Provide equipment for utility work
 - d. Purchase and install 10'x8' precast reinforced concrete boxes (the "boxes");
 - e. Grade the approach ramps leading to the boxes;
 - f. Provide Construction Material Testing
 - g. Install inlet and drain line at the west end of the crossing to discharge into the nearby drainage ditch; and

forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District, the City and the County.

7. **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 Weslaco, Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
8. **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 City of Weslaco: City of Weslaco, Texas
 Attention: City Manager
 255 S. Kansas Ave.
 Weslaco, Texas 78596

If to Drainage District: Hidalgo County Drainage District No. 1
 Attention: General Manager
 902 N. Doolittle
 Edinburg, Texas 78540-0758

If to the County: Hidalgo County
 Attention: Precinct One Commissioner,
 David Fuentes
 1902 Joe Stephens Ave., #101
 Edinburg, Texas 78596

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.

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 Drainage District, the City of Weslaco and Hidalgo County Precinct One 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.
15. **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 City, Drainage District or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
16. **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 by third parties for the obligation of another party hereto.
17. **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.
18. **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.
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 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.

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

CITY OF WESLACO, TEXAS

By: _____
Adrian Gonzalez, Mayor

**HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1**

By: _____
Richard Cortez, Chairman

HIDALGO COUNTY

By: _____
Richard Cortez, County Judge

APPROVED AS TO FORM:

JONES, GALLIGAN, KEY & LOZANO, LLP

By: _____

**OFFICE OF THE CRIMINAL DISTRICT
ATTORNEY, TORIBIO "TERRY" PALACIOS**

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