

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 FOR DISASTER RECOVERY REALLOCATION PROGRAM 183-1181**

THIS Agreement is made on and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2025, 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 wishes to seek a grant through the Disaster Recovery Reallocation Program (“DRRP”) 183-1181 being administered through the Texas General Land office who is administering funds allocated by HUD through the Community Development Block Grant (CDCGB) for “Flood and Drainage, Impacted by 2018 Floods”;

**WHEREAS**, the County, as applicant of the grant funds, with the assistance of the Drainage District, has identified flood and drainage improvement opportunities that were impacted by the 2018 floods in Hidalgo County 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 (singularly and collectively referred to herein as the “Project”); and

**WHEREAS**, the County and Drainage District desire to collaborate for implementation of the Project with the use of the awarded funds in furtherance of the grant and in compliance with the terms and criteria of the grant funding; 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**, the Drainage District will assist the County with the Project, subject to grant funds being awarded, in the following manner:

- a. Matching 25% of the DRRP grant funds for the Project;
- b. Providing design services which have already been completed;
- c. Provide Drainage District right of way for the Project, thus reducing the need for land acquisition;
- d. Provide ongoing maintenance of the completed Project;
- e. Serve as a conduit for obtaining archaeological services for the Project for which HCDD1 will seek reimbursement from the County;
- f. Jointly provide environmental services, along with the County; and
- g. Provide contract for construction management and inspections and construction materials testing for the Project and seek reimbursement for the same from the County.

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

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

1. The Project shall consist of the scope of work and tasks related to Project implementation as identified in Exhibit A (OR AS IDENTIFIED IN THE DRRP GRANT APPLICATION)
2. As part of the DRRP grant application, Drainage District agrees, that if awarded, Drainage District will participate with the County by:
  - a. Matching 25% of the DRRP grant funds for the Project;
  - b. Providing design services which have already been completed;
  - c. Provide Drainage District right of way for the Project, thus reducing the need for land acquisition;
  - d. Provide ongoing maintenance of the completed Project;
  - e. Serve as a conduit for obtaining archaeological services for the Project for which HCDD1 will seek reimbursement from the County;
  - f. Jointly provide environmental services, along with the County; and
  - g. Provide contract for construction management and inspections and construction materials testing for the Project and seek reimbursement for the same from the County.
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 flood and drainage improvements comply with the DRRP grant, 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 Contractors related to the services Drainage District agrees to provide for the Project. 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 DRRP grant's terms and conditions.

5. This Agreement shall be ongoing unless terminated by either party with thirty (30) days written notice to the other party.

6. 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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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, 2<sup>nd</sup> Floor  
Edinburg, TX 78539  
(956)318-2600

With copy to: Dr. Joel Rivera  
Hidalgo County Urban County Program Director  
1916 Tesoro Dr.  
Pharr, TX 78577  
(956)787-8127

If to Drainage Dist: Mr. Raul Sestin, 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.

12. **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.

13. **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.

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

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. 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.

23. **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 \_\_\_\_\_, 2025.*

**APPROVED AS TO FORM FOR COUNTY:**

Office of Hidalgo County Criminal District  
Attorney, Toribio "Terry" Palacios

By: \_\_\_\_\_  
Victor Garza, Assistant District Attorney

**APPROVED AS TO FORM FOR DRAINAGE DISTRICT:**

Jones, Galligan, Key & Lozano, LLP

By: \_\_\_\_\_  
Ivan F. Perez