

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE COUNTY OF HIDALGO AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, CONCERNING RIGHT OF WAY ACQUISITION AND UTILITY RELOCATION FOR THE RECONSTRUCTION OF NOLANA LOOP FROM FM 1426 TO FM 907**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the County of Hidalgo (“County”) and the Hidalgo County Irrigation District No. 2 (“District”), pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), as follows:

**WITNESSETH:**

**WHEREAS**, the County is a “local government” of the State of Texas as defined by the Act; and

**WHEREAS**, the District is an “political subdivision” and irrigation district under the laws of the State of Texas; and

**WHEREAS**, County desires to purchase that certain real property, more particularly described on Exhibit A attached hereto (the “Easements”) for the reconstruction of Nolana Loop; and

**WHEREAS**, County in order to complete the reconstruction of Nolana Loop requires the agreement from District to relocate a parallel irrigation line within the Easement; and

**WHEREAS**, County agrees to convey the Easements to the District for the relocation of the parallel irrigation line in order to complete the reconstruction of Nolana Loop; and

**WHEREAS**, District agrees to release their existing Easement to the County once the District parallel irrigation line has been relocated within the new easement in order to complete the reconstruction of Nolana Loop; and

**WHEREAS**, County and District are authorized to enter into this agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and service under the terms of the Act;

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

1. County and District agree that at County’s sole cost and expense, that County shall purchase a 30-foot-wide exclusive easement upon review and acceptance by the District of draft documentation for said easement, for the relocation of the parallel irrigation line. The exclusive easements will be accompanied by a title commitment and will be conveyed to the District upon completion of construction of the relocation of the parallel irrigation line.

2. County and District agree that, at County's sole cost and expense, that County will prepare a set of construction plans for the relocation of the parallel irrigation line and will deliver the plans to the District for their review and approval before proceeding with construction of the relocation of the parallel irrigation line.
3. County and District agree that, at County's sole cost and expense, that once the District approves the construction plans that District shall relocate their parallel irrigation line within the Easement in accordance with Plans agreed upon by District. Such Plans are attached hereto as Exhibit B.
4. County agrees to reimburse District reasonable expenses incurred by District relating to cost of supervision of the relocation of the parallel irrigation line, and other reasonable out-of-pocket expenses, including inspection, engineering, administrative, and legal fees incurred by the District within thirty (30) days after the date of invoice from the District toward the relocation of the parallel irrigation line.
5. The District agrees to provide the release of its existing exclusive easements to the County upon request and following normal District standards, after completion of construction of the relocation of the parallel irrigation line, successful testing, and written acceptance from the District. Immediately following the release of easements by the District, the County may begin construction related to the Nolana Loop Road Improvement Project adjacent to the pipeline within Lots 15-16, Block 47, Alamo Land and Sugar Company Subdivision.
6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
7. The term of this Agreement is for a minimum period of three (3) years commencing on the date of execution of this Agreement. The Agreement will renew automatically for additional one year terms until completion of the Project.
8. **Conflict of 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
9. **No Waiver:** No waiver by any party hereto of any breach of any provision of the 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 agreement or representative) and 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 District and County, 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 OBLIGATION 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 maybe 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 District: Hidalgo County Irrigation District No. 2  
Attention: Anthony Stambaugh, General Manager  
P.O. Box 6  
San Juan, Texas 78589

If to County: Hidalgo County, Texas  
Attn: Hon. Richard F. Cortez, Hidalgo County Judge  
100 E. Cano St. – 2nd Floor  
Edinburg, Texas 78539

With copy to: Hon. Eduardo “Eddie” Cantu, Commissioner, Pct. No. 2  
300 West Hall Acres, Ste G  
Pharr, Texas 78577

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.
16. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of 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 singular shall include the plural whenever and as often as may be appropriate.
18. **Authority to Execute:** The execution and performance of this Agreement by DISTRICT and COUNTY have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the District and County in accordance with its terms.
19. **Governmental Purpose:** Each party hereto is entering into the 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. **Commitment or 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.
21. **Termination.** This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. The parties intend this provision to be a continuing right to terminate this Agreement.
22. **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 DISTRICT and COUNTY policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other protected category.
23. **No Waiver of Immunities/Defenses:** Nothing in this Agreement is intended to and the DISTRICT and COUNTY do not hereby waive, release or relinquish any right to assert any of the defenses the DISTRICT OR COUNTY may enjoy by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to the DISTRICT or COUNTY as to any claim or action of any person, entity, or individual against the DISTRICT or COUNTY.
24. **Appendix II to CFR 200-Contract Provisions.** Pursuant to 2 CFR 200.327, 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 incorporated by reference into this County contract should it be subject to Federal award.

**[SIGNATURE PAGE TO FOLLOW]**

**EXECUTED IN DUPLICATE ORIGINALS** and effective as of the day and year first written above.

**COUNTY OF HIDALGO**

By: \_\_\_\_\_  
Richard F. Cortez, County Judge

**HIDALGO COUNTY IRRIGATION  
DISTRICT NO. 2**

By: \_\_\_\_\_  
Frank John Schuster,  
President Board of Directors

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM FOR COUNTY:  
Hidalgo County Criminal District Attorney's Office Toribio "Terry" Palacios

By: \_\_\_\_\_  
Victor M. Garza, Chief Administrative Attorney