

## INTERLOCAL AGREEMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

This **Interlocal Agreement (“Agreement”)** is entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the **CITY OF MISSION, TEXAS (“Mission”)**, a Texas home-rule municipality, **HIDALGO COUNTY, TEXAS (the “County”)**, a political subdivision of the State of Texas, and **HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 (“HCDD1” or the “District”)**, a drainage district created pursuant to Texas law (collectively the “Parties”), pursuant to the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791.

### RECITALS

WHEREAS, the Parties are governmental entities authorized to enter into interlocal agreements under Texas Government Code Chapter 791 for the performance of governmental functions and services;

WHEREAS, effective stormwater management, drainage infrastructure, and flood mitigation are essential governmental functions directly impacting the public health, safety, and welfare of residents of Mission and within Hidalgo County;

WHEREAS, inadequate drainage and stormwater detention can result in flooding, property damage, roadway impairment, and threats to public safety, thereby necessitating coordinated governmental action;

WHEREAS, Mission owns certain real property consisting of approximately twenty (20) acres, more particularly described in **Exhibit A** (the “Donation Tract”);

WHEREAS, Mission desires to convey the Donation Tract to HCDD1 to support regional drainage infrastructure and related public purposes;

WHEREAS, HCDD1 intends to utilize the Donation Tract for development of a regional detention facility to improve stormwater management capacity and reduce flood risk in the surrounding area;

WHEREAS, Hidalgo County currently holds certain floodway drainage easement rights over two separate tracts of land, more particularly described in **Exhibit B** and **Exhibit C** (collectively, the “County Easements”);

WHEREAS, the County has determined that release of the County Easements will facilitate coordinated drainage planning and infrastructure development and serve a valid public purpose;

WHEREAS, the Parties acknowledge and agree that the release of the County Easements is intended to inure to the benefit of the Mission Economic Development Authority (“MEDA”), a Texas economic development entity, in connection with anticipated development and infrastructure improvements within the area affected by the County Easements, although MEDA is not a party to this Agreement;

WHEREAS, the Parties desire to cooperate in a manner that promotes regional drainage solutions, economic development opportunities, reduces the risk of flooding, enhances infrastructure resilience, and protects the health and safety of the public;

WHEREAS, the Parties agree that the mutual covenants contained herein constitute adequate consideration under the Texas Interlocal Cooperation Act;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to establish the terms under which: a) Mission will convey the Donation Tract to HCDD1; and b) Hidalgo County will release its easement rights in the County Easements; in furtherance of regional drainage and public infrastructure objectives.

2. **CONVEYANCE OF DONATION TRACT.** Mission agrees to convey the Donation Tract to HCDD1 by [REDACTED] deed or in the form attached as **Exhibit D**. The legal description of the Donation Tract is attached hereto as **Exhibit A** and incorporated herein. The conveyance is not conditioned upon any specific use; however, the Parties acknowledge that HCDD1 anticipates use of the property for drainage-related purposes, including a regional detention facility.

3. **RELEASE OF COUNTY EASEMENTS.** Upon satisfaction of the conditions set forth herein, Hidalgo County agrees to execute and deliver appropriate instruments releasing its rights, title, and interest in the easements described in **Exhibit B** and **Exhibit C** in a format identified in **Exhibits E and F** hereto. The releases shall be in recordable form and filed in the Official Public Records of Hidalgo County, Texas.

4. **CONSIDERATION.** The Parties acknowledge that the conveyance of the Donation Tract by Mission and the release of easement rights by Hidalgo County constitute mutual and adequate consideration supporting this Agreement. The Parties further acknowledge that each action taken herein serves a governmental purpose, including enhancement of drainage infrastructure and protection of public health and safety.

5. **CONDITIONS PRECEDENT.** The obligations of the Parties under Sections 2 and 3 shall be conditioned upon approval of this Agreement by each Party’s governing body, execution of all necessary conveyance and release documents and compliance with all applicable laws governing disposition of public property.

6. **RECORDING.** All conveyance instruments and easement releases executed pursuant to this Agreement shall be recorded in the Official Public Records of Hidalgo County, Texas. The Parties shall coordinate responsibility for recording costs.

7. **GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed as a waiver of any governmental immunity or defense available to any Party under Texas law.

8. **CONFLICT WITH LAW.** If any provision of this Agreement conflicts with applicable law, such law shall control, and the Agreement shall be construed accordingly.

9. **NO WAIVER.** No waiver of any breach shall be deemed a waiver of any subsequent breach.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement among the Parties and may only be amended by written instrument executed by all Parties.

11. **TEXAS LAW; VENUE.** This Agreement shall be governed by the laws of the State of Texas. Venue shall lie exclusively in Hidalgo County, Texas.

12. **NOTICE.** Notices shall be delivered personally or by certified mail as follows:

If to City of Mission:      City of Mission  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Hidalgo County:      Hidalgo County  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

13. **AUTHORITY TO EXECUTE.** Each Party represents that it has obtained all necessary approvals to enter into this Agreement.

14. **TERM.** This Agreement shall remain in effect until all obligations herein have been fully performed.

15. **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.

14. **ASSIGNMENT.** This Agreement shall not be assignable.

15. **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.

16. **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 by County, Drainage District and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

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

**AGREED:**

**CITY OF MISSION, TEXAS**

By: \_\_\_\_\_  
Norie Gonzalez Garza, Mayor

Approved as to Form Only:

\_\_\_\_\_  
City Attorney, City of Mission, Texas

**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:

\_\_\_\_\_  
Hidalgo County District Attorney's Office

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