

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO AND HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1**

This Agreement is made on this the 11 day of SEPTEMBER, 2013 , by and between Hidalgo County acting by and through the Hidalgo County Urban County Program, hereinafter referred to as "Hidalgo County" and Hidalgo County Drainage District No. 1, hereinafter referred to as "District" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH

WHEREAS, Hidalgo County Urban County Program received a Texas Community Development Program Grant from the Texas General Land Office for non-housing assistance a portion of which will be utilized for the South Fork/ South Floodwater Channel Structure (the "Project");

WHEREAS, the Project is a flood control structure located on the downstream end of District's South Floodwater Channel where it intersects the USIBWC Floodway (the "Project");

WHEREAS, Hidalgo County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. Hidalgo County agrees to perform through a third party contractor construction of a gated double concrete box structure with pumps as designed by a third party engineer together with required inspections to complete the Project and to the extent allowed by law, agrees to indemnify and hold District harmless from any and all claims, damages, losses and expenses, including attorney's fees, arising out of resulting from the construction, geotech and inspection of the Project.
2. District agrees to fund one half (1/2) of the cost of the construction, and inspection cost of the Project and will pay such cost against invoice of Hidalgo County acting by and through the Hidalgo County Urban County Program within thirty (30) days of receipt of such invoice.

3. The District makes no warranties, express or implied, under this Agreement or otherwise in connection with the Project as described above.
4. Hidalgo County acting by and through Precinct 2 and District hired, at their respective sole cost and expense through separate agreements a licensed engineer to prepare any and all necessary plans and specifications needed to complete the Project and each shall pay such engineer their respective costs under such separate agreements.
5. Hidalgo County agrees to conduct and perform, at its sole cost and expense, any and all other requirements of the Project and agrees to the extent allowed by law, to indemnify and hold District harmless from any claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from such other requirements of the Project not specifically agreed to herein to be undertaken by or paid for by District.
6. Hidalgo County agrees to conform to its own applicable purchasing laws, regulations, policies, and under this Agreement.
7. Upon completion of the Project District shall maintain and operate 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 and provision of their 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times 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 agent or representative) any 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 Hidalgo County and District, 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 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 District: Hidalgo County Drainage District No. 1
Attention: Godfrey Garza, Manager
902 N. Doolittle Road
Edinburg, Texas 78542

If to Hidalgo County: Hidalgo County
Attention: Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78540-0758

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 convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or 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 so often as may be appropriate.
18. **Authority to Execute.** The execution and performance of this Agreement by the District and Hidalgo County have been duly authorized by all necessary

laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and Hidalgo County in accordance with its terms.

19. **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.

20. **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.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Ramon Garcia
Ramon Garcia, Chairman Board of District

COUNTY OF HIDALGO

Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 9/11/13

APPROVED AS TO FORM: JUNE 12, 2013

ATLAS, HALL & RODRIGUEZ, LLP

BY: STEPHEN L. CRAIN
Stephen L. Crain

STATE OF TEXAS §
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APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a project to provide drainage facilities to low income persons known as the South Fork/ South Floodwater Channel Structure (the "Project"); through an Interlocal Cooperation Agreement to be entered by and between Hidalgo County acting by and through the Hidalgo County Urban County Program, hereinafter referred to as "Urban County" and Hidalgo County Drainage District No. 1, hereinafter referred to as "District".

By vote on _____ 2013, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo
Arturo Guajardo, County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 9/11/13

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