

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 31st day of March, 2015, 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" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH

WHEREAS, Urban County 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 Tijerina Rural Drainage Development Project (the "Project");

WHEREAS, Urban 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, Urban County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. District agrees to perform through a third party contractor construction of a drainage system consisting of culverts, gate structures, 18" pipes and inlets in accordance with plans and specifications proposed by Urban County's engineer Quintanilla Headley & Associates, Inc.
2. Urban County agrees to fund within ten (10) days from execution of this Agreement the cost of the construction, of approximately Sixty Seven Thousand Nine Hundred Seventy and no/100ths Dollars (\$67,970.00) of the Project (the "Approximate Cost") and will pay the excess if any of the actual cost over the Approximate Cost against invoice of District within thirty (30) days of receipt of such invoice.
3. District will advertise for bids for construction of the Project.
4. The District makes no warranties, express or implied, under this Agreement or otherwise in connection with the Project as described above.
5. Urban 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 District.

6. District agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to performing this Agreement by District.
7. **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.
8. **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.
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 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 Urban County and 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 OBLIGATION 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 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

If to County: 902 N. Doolittle Road
Edinburg, Texas 78542
Hidalgo County
Attention: Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78540-0758

With copy to: Hidalgo County Urban County Program
Attn: Diana R. Serna, Director
427 E. Duranta Avenue, Ste. 107
Alamo, Texas 78516

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 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 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 singular shall include the plural whenever and so often as may be appropriate.
17. **Authority to Execute.** The execution and performance of this Agreement by the 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 District and County in accordance with its terms.
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.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Ramon Garcia

COUNTY OF HIDALGO

Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

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

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 3/31/15 MB

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

BY: Stephen L. Crain
Stephen L. Crain

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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 known as the Tijerina Rural Drainage Development Project (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 March 31, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo, County Clerk

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 3/31/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: SLC
Stephen L. Crain