

FILED
AT <u>1:00</u> O'CLOCK <u>1</u> M
MAR 09 2017
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS
BY <u>NEK</u> DEPUTY

STATE OF TEXAS §
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COUNTY OF HIDALGO §

**AGREEMENT
BETWEEN HIDALGO COUNTY
AND NORTH ALAMO WATER SUPPLY CORPORATION**

THIS Agreement is made on this the 7th day of March, 2017, by and between **HIDALGO COUNTY**, hereinafter referred to as "County", and **NORTH ALAMO WATER SUPPLY CORPORATION**, hereinafter referred to as "Corporation," pursuant to the provisions of the Texas Water Code sections 49.227 and 67.010, as follows:

WITNESSETH:

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, Corporation is a water supply corporation;

WHEREAS, there are recorded subdivisions named Isaccs Subdivision located off of Canton Road, LJ Subdivision No. 1 located off of Tower Road and Muniz Subdivision located off of Trenton Road (collectively the "Subdivisions");

WHEREAS, Corporation is installing a sanitary sewer system in each of the Subdivisions;

WHEREAS, County on receipt of funds from Corporation shall overlay the roads in the Subdivisions following the installation of the Corporation's sanitary sewer system;

WHEREAS, County agrees it is in its best interest to provide such overlay of the roads in such Subdivisions, and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Texas Water Code sections 49.227 and 67.010 which authorizes water supply corporations to contract with a political subdivision to perform construction of improvements under the terms of the Water Code; and

WHEREAS, Corporation and County are agreeable to these terms herein.

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

1. Within 10 days following execution of this Agreement, Corporation agrees to pay to County the sum of Two Hundred Fifty-Five Thousand, Eight Hundred and no/100ths Dollars (\$255,800.00) to overlay the roads in the Subdivisions.
2. County, in consideration of the payment by Corporation of Two Hundred Fifty-Five Thousand, Eight Hundred and no/100ths Dollars (\$255,800.00), agrees to overlay all roads in the Subdivisions according to County overlay specifications within 180 days following execution of Agreement.
3. County agrees to complete the overlay work within 60 days starting such Subdivision work.
4. 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.
5. **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 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 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 conflict exists.
6. **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.
7. **Entire Agreement.** This Agreement contains the entire contact 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 County and Corporation and not otherwise.
8. **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.
9. **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 County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540-0758

If to Corporation: North Alamo Water Supply Corporation Attention:
Steven P. Sanchez
420 S. Doolittle Road
Edinburg, Texas 78542-9707

With copies to: Commissioner David L. Fuentes, Precinct No.1
1902 Joe Stephens Ave., Ste. 101
Weslaco, TX 78599

Joseph Palacios, Commissioner Precinct No.4
1051 N. Doolittle Road
Edinburg, Texas 78539

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.

10. **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.
11. **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.
12. **Assignment.** This Agreement shall not be assignable.
13. **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.
14. **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.

15. **Authority to Execute.** The execution and performance of this Agreement by County and the Corporation have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Corporation and the County in accordance with its terms.
16. **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.
17. **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.

NORTH ALAMO WATER SUPPLY CORPORATION

By: _____

Steven P. Sanchez
General Manager

HIDALGO COUNTY, TEXAS

By: _____

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain



APPROVED BY
COMMISSIONERS' COURT
ON: 3/7/17 *ms*