

FILED
AT 11:00 O'CLOCK A M
SEP 17 2018
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

THIS AGREEMENT is made on this the 28th day of August 2018, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, hereinafter referred to as "Drainage District", and **HIDALGO COUNTY, TEXAS**, acting by and through its Urban County Program hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the Hidalgo County Urban County Program (the "Program") received Disaster Recovery funding from the Texas General Land Office in 2018 (2015 Flood Grant) to improve and expand certain drainage structures in Hidalgo County Precinct 4 part of such 2015 Flood Grant is to expand and construct the Trenton Drain Phase II and III which is more particularly described in Exhibit A attached hereto (the "Trenton Drain Phase II and III");

WHEREAS, the Trenton Drain Phase II and III is included in Drainage District's Master Plan;

WHEREAS, the Trenton Drain Phase II and III is an integral part of the drainage system of both County and District;

WHEREAS, the improvements to the Trenton Drain Phase II and III will benefit the residents of Hidalgo County;

WHEREAS, being the Trenton Drain Phase II and III is in Drainage District's Master Plan, Drainage District shall contribute in kind services up to Six Hundred Three Thousand Seven Hundred Sixty-Four and 42/ one Hundredths Dollars (\$603,764.42) for construction of the improvements to the Trenton Drain Phase II and III;

WHEREAS, Drainage District shall supply equipment and manpower for the construction of the improvements to the Trenton Drain Phase II and III as well as providing surveying services by a third-party contractor for right of way acquisition service for Trenton Drain Phase II and III outfalls;

WHEREAS, the Drainage District and the County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. County on or before ten (10) days following the execution of this Agreement by all

parties hereto shall begin the process of obtaining bids from third party contractor(s) for the work contemplated by County. The projected budget for such work should not exceed the sum of Eight Hundred Thirty-Seven Thousand Seven Hundred Forty-Six and no one hundredth Dollars (\$837,746.00). Such third party contractor(s) work is solely for construction of the third party contractor improvements to the Trenton Drain Phase II and III as described on Exhibit B attached hereto.

2. County shall provide right of way acquisition services in an amount not to exceed Six Hundred Eighty-Three Thousand Five Hundred Twenty-Five and no one hundredths Dollars (\$683,525.00).
3. Drainage District shall provide all engineering, construction and surveying services either in kind or by third party contractor(s) for the Trenton Drain Phase II and III project.
4. Upon commencement of construction of the improvements to the Trenton Drain Phase II and III, Drainage District and County shall each keep accurate written records of the manpower and equipment cost in construction of the improvements to the Trenton Drain Phase II and III.
5. District agrees that any additional cost of the Trenton Drain Phase II and III project shall be borne by District.
6. Drainage District shall provide all fuel needed for the operation of equipment provided by County and District in the construction of the improvements to the Trenton Drain Phase II and III
7. The term of this Agreement shall be twenty four (24) months commencing on the date both County and Drainage District approve and execute this Agreement. The term of this agreement may be extended by mutual agreement of the parties hereto.
8. Within one hundred twenty (120) days following completion of the construction of the improvements of the Trenton Drain Phase II and III, County shall convey its interest in any right of way acquired for the Trenton Drain Phase II and III to Drainage District for the sole consideration of the contribution of cash, manpower and equipment by the Drainage District herein. Following such conveyance Drainage District shall maintain the Trenton Drain Phase II and III so conveyed.
9. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to any Services providing under this Agreement.
10. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
11. **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

necessary or convenient to effectuate and carry out the terms of this Agreement.

17. **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.
18. **Assignment.** This Agreement shall not be assignable.
19. **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.
20. **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.
21. **Authority to Execute.** The execution and performance of this Agreement by Drainage 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 Drainage District and County in accordance with its terms.
22. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
23. **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 sixty (60) 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

By: Ramon Garcia
Ramon Garcia, Chair, Board of Directors

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 8/28/18

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:
Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 8/28/18 ms

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP
By: SLC
Stephen L. Crain

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Urban County Program received funding from the Texas General Land Office in 2018 to improve and expand certain drainage structures known as the Trenton Drain Phase II and III which are more particularly described in Exhibit A attached hereto (the "Trenton Drain Phase II and III"); however due to an increase in construction costs Hidalgo County Drainage District No. 1 agrees to assist the Hidalgo County Urban County Program in the improvements to the Trenton Drain Phase II and III as Hidalgo County will convey the Trenton Drain Phase II and III to the Hidalgo County Drainage District No. 1 following completion of such improvements.

By vote on August 28, 2018, the Hidalgo County Drainage District No. 1 Board of Directors and 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: 8/28/18 me

APPROVED AS TO FORM:

ATLAS & HALL, LLP SLC

By: SLC
Stephen L. Crain

EXHIBIT B

Scope of Work and Project Objectives: Trenton Drain II and III

- Work to include the addition of a new drainage network that includes a new drainage ditch system with pipe crossings and connections that will discharge into the Hidalgo County Drainage District No. 1 South Main Drain. Land acquisition and easements will need to be purchased for this new system.
- Once new drainage improvements are completed within the subdivisions and are able to discharge into the new drainage ditches, the proposed improvements will be able to provide improved drainage and flood relief for the subdivisions and the surrounding areas. The subdivisions that will have proposed discharges into the new system are Kaylen, Chris Estates, Alberta Meadows, Alberta Meadows #2, Hopewell Gardens, Dan Burns Estates and Trenton Oaks Subdivisions.