



**EDINBURG CITY COUNCIL**  
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

**Location:** City of Edinburg  
City Hall-Council Chambers  
415 West University Dr.  
Edinburg, Texas 78541  
**MARCH 30, 2016**

**SPECIAL MEETING AGENDA**  
**12:00 PM**

**I. CALL TO ORDER, ESTABLISH QUORUM**

**II. CERTIFICATION OF PUBLIC NOTICE**

**III. PRESENTATION**

A. Presentation of the Comprehensive Annual Financial Report for the City of Edinburg for Fiscal Year Ending September 30, 2015. [Ascencion Alonzo, Director of Finance]

**IV. AWARDING OF BID**

A. Consider Authorizing the Purchase of Two Brush Grapple Cranes from Freightliner of Austin in the Amount of \$471,328 and Three Roll-off Dump Units from Rush Truck Center of Pharr in the Amount of \$500,169.25, Through the Texas Local Government Purchasing Contract (Buyboard). [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

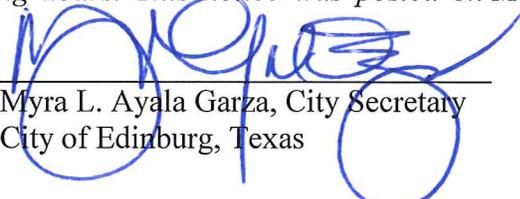
**V. CONTRACTUAL**

A. Consider Approval of an Interlocal Cooperation Agreement Between the County of Hidalgo Drainage District No. 1 and the City of Edinburg Concerning Certain Pedestrian Improvements to the Edinburg Stub Drainage Ditch and Authorizing the City Manager to Execute Such Agreement. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

**VI. ADJOURNMENT**

*I hereby certify this Notice of a City Council Special Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on March 24, 2016 at 3:45 p.m.*

By:

  
Myra L. Ayala Garza, City Secretary  
City of Edinburg, Texas

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.

# PRESENTATION

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL SPECIAL MEETING**  
**MARCH 30, 2016**

Presentation of the Comprehensive Annual Financial Report for the City of Edinburg for Fiscal Year Ending September 30, 2015. [Ascencion Alonzo, Director of Finance]

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**STAFF COMMENTS AND RECOMMENDATION:**

Ms. Georgia Loidl, CPA, with the independent firm of Long Chilton, LLP, has completed and will distribute the 2014-2015 Comprehensive Annual Financial Report to Mayor and City Council. Ms. Loidl will present an overview of the audit focusing on major City Operating Funds and highlights thereof.

**RECOMMENDATION:**

Staff recommends acknowledging receipt of the Comprehensive Annual Financial Report for the City of Edinburg for Fiscal Year Ending September 30, 2015.

**REVIEWED BY:**

**PREPARED BY:**

/s/Richard M. Hinojosa  
Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

\*\*\*\*\*

**RECORD OF VOTE:**

**APPROVED** \_\_\_\_\_  
**DISAPPROVED** \_\_\_\_\_  
**TABLED** \_\_\_\_\_  
**NO ACTION** \_\_\_\_\_

\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

# AWARDING OF BID

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL SPECIAL MEETING**  
**MARCH 30, 2016**

Consider Authorizing the Purchase of Two Brush Grapple Cranes from Freightliner of Austin in the Amount of \$471,328 and Three Roll-off Dump Units from Rush Truck Center of Pharr in the Amount of \$500,169.25, Through the Texas Local Government Purchasing Contract (Buyboard). [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

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**STAFF COMMENTS AND RECOMMENDATION:**

In an effort to provide efficient and cost effective purchasing for the City of Edinburg, the City became a member of the following different Cooperative Purchasing Entities in the state of Texas; the Houston Galveston Area Council (HGAC), Texas Local Government Purchasing Contract (BuyBoard) and Texas Multiple Award Schedule (TXMAS) formerly the Texas Building & Procurement Commission (TBPC). It is through the combined efforts of these cooperative entities, that members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices. Staff requested pricing from a total of two (2) qualified cooperative vendors, which indicated to have pre-built models ready for delivery, which will meet our needs and our current specifications. Both vendors are qualified firms and are highly experienced in their field. Therefore, the following items are being recommended for purchase.

Item	Vendor	Purchase Amount	Amount
(2) 2016 Freightliner Brush Grapple	Freightliner of Austin	\$471,328.00	\$971,497.25
(2) New 2015 Peterbilt 348 Roll-off Dump Body	Rush Truck Center	\$500,169.25	
(1) 2016 Peterbilt 567 Roll-off Dump Body			

Staff recommends the purchase of two 2016 Freightliner Brush Grapple Cranes in the amount \$471,328.00 and three Roll-off Dump Body Units in the amount of \$500,169.25 for a total price of \$971,497.25. We have done business with both Freightliner of Austin and Rush Truck Center of Pharr. Both companies have been successful bidders in previous bidding cycles and their equipment and subsequent support has been exemplary.

Staff has verified that no taxes are owed to the City and that funding is available within the 2015-2016 Fiscal Year Solid Waste Management Fund Operating Budget.

**RECOMMENDATION:**

Approve the Purchase of Two Brush Grapple Cranes from Freightliner of Austin in the Amount of \$471,328 and Three Roll-off Dump Units from Rush Truck Center of Pharr in the Amount of \$500,169.25, Through the Texas Local Government Purchasing Contract (Buyboard).

**REVIEWED BY:**

**PREPARED BY:**

/s/Richard M. Hinojosa  
Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/Ramiro L. Gomez, Jr.  
Ramiro Gomez  
Director of Solid Waste  
Management

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**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

\_\_\_\_\_  
Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember



# FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)  
Austin, Texas 78721

Bus: 512-389-0000  
FAX: 512-389-2663  
Wats: 1-800-395-2005

INV.

PURCHASING NAME <b>CITY OF EDINBURG</b>		TELEPHONE <b>956-388-1895</b>	
ADDRESS <b>P.O. BOX 1079</b>		CITY <b>EDINBURG</b>	STATE <b>TX</b>
		ZIP CODE <b>78540</b>	

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2016	FREIGHTLINER	108SD	TBD	

A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$50.00. This notice is required by law.

*El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de manejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los \$50.00 (U.S.) Este aviso es requerido bajo la ley.*

MILEAGE:	
BUY BOARD CONTRACT #430-13	
CHASSIS SELLING PRICE (2) Two Chassis	233,756.00
EPSILON GRAPPLE AND DUMP (2) Two Grapples	237172.00
BUY BOARD FEE	\$400.00
20# Front Axle - 46# Rear Axles	

### Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin*, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

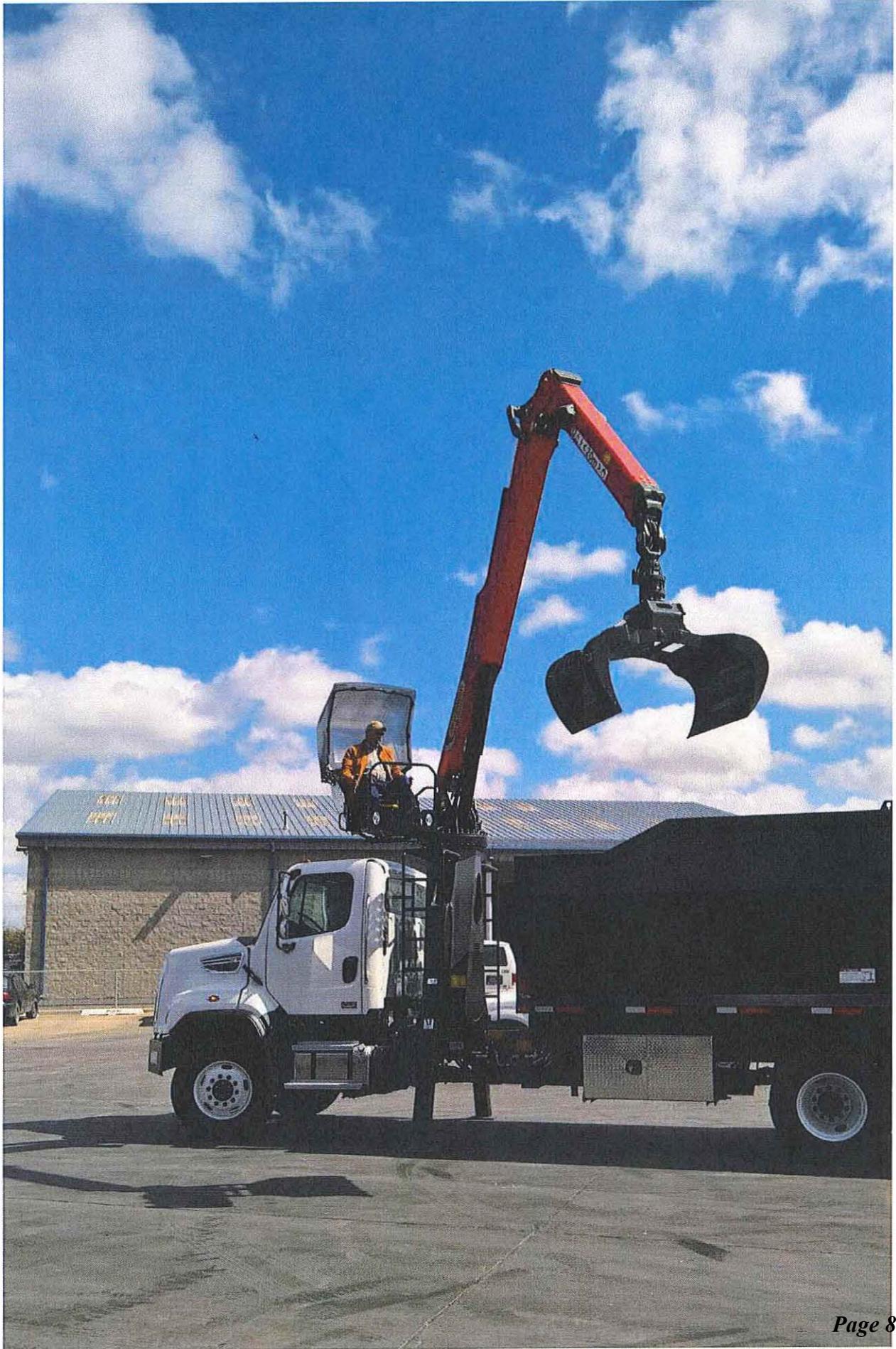
CUSTOMER SIGNATURE	
SALESMAN SIGNATURE	KEVIN KRIEG

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. \*The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.\*

MILEAGE:		TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN
MILEAGE:		TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN

		<b>TOTAL</b>	471,328.00
PAYOFF TO:		Trade Allowance	N/A
ADDRESS:		Trading Difference	N/A
TELEPHONE: / FAX:		Sales Tax	N/A
GOOD UNTIL:		Vehicle Inventory Tax	N/A
QUOTED BY:		License Fee	N/A
SHOW LIEN TO:		Documentary Fee	N/A
ADDRESS:		Federal Excise Tax	N/A
		State Insp.:	<b>TOTAL SALE PRICE</b> 471,328.00
DATED: LIEN AMOUNT \$		License:	Payoff on Trade
DRAFT FOR \$		Title:	Ext. Service Agreement
DRAFT THRU:		Transfer:	Less Deposit
ADDRESS:		<b>Total Balance Due</b>	471,328.00

Full disclosure required by federal regulation "Z". The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be



**TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE  
BUYBOARD**

Vendor: RUSH TRUCK CENTER Date Prepared: 3/21/2016  
 Contact for Vendor: COLTON KRUSE Phone: (830) 302-5219  
 End User: City of Edinburg  
 End User Contact: Ramiro Gomez Phone/Fax: (956) 381-5635  
 Product Description: Peterbilt 348 Roll Off

A: Base Price in Bid/Proposal Number: <b>430-18</b>			Series: <b>348</b> \$71,360.00		
B: Published Options(Itemize Below)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
RTC-0791	Roll Off	\$ 28,375.00	Peterbilt	Dana D46 Rear Axles/Diff Lock	\$ 12,628.00
RTC-0051	Rush Service Package	\$ 1,236.00	Peterbilt	Pete AirTrac 46	\$ 4,347.00
RTC-0053	Body Prep Package	\$ 2,438.00	Peterbilt	Allison 3000 RDS/Dash Shifter	\$ 10,311.00
Peterbilt	10 3/4 Steel rails W/ Full Liner	\$ 2,314.00	Peterbilt	PX9 350 HP W/ C-Brake	\$ 6,309.00
Peterbilt	Dana 20K Front Axles/Springs	\$ 2,782.00	Peterbilt	HID Tire & Wheel Package	\$ 3,567.00
Peterbilt	THP60 Dual Steering Gear	\$ 811.00	Peterbilt	Cabmate susp/Cab Equipment	\$ 1,891.00
Subtotal Column 1: \$ 37,956.00			Subtotal Column 2: \$ 39,053.00		
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")					\$ 77,009.00

C: Subtotal of A + B					\$148,369.00
D: Non Published Options					
Galbreath AH60 Roll Off With Options	\$8,046.00				
Subtotal Column 1: \$8,046.00					Subtotal Column 2: \$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$8,046.00

E: Contract Price Adjustment (If any, explain here)

F: Total of C + D +/- E \$156,415.00

G: Quantity ordered Units: 2.00 x F \$ 312,830.00

H: BUYBOARD Administrative Fee % \$ 400.00

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$313,230.00

## TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor RUSH TRUCK CENTER Date Prepared 3/23/2016  
 Contact for Vendor: COLTON KRUISE Phone (830) 302-5219  
 End User: City of Edinburg  
 End User Contact: Ramiro Gomez Phone/Fax (956) 381-5635  
 Product Description: Peterbilt 567 Roll Off

A: Base Price in Bid/Proposal Number: <u>430-18</u>			Series: <u>567</u> \$102,971.00		
B: Published Options (Itemize Below)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
RTC-0791	Roll Off	\$ 28,375.00	Peterbilt	Tandem Diff Lock/46K Air Trac	\$ 3,186.00
RTC-0951	Rush Service Package	\$ 1,236.00	Peterbilt	Allison 4500 RDS	\$ 22,996.00
RTC-0058	Body Prep Package	\$ 2,438.00	Peterbilt	1810 HD Driveline, 2 Midship Bearings	\$ 1,768.00
RTC-1059	Lot Insurance	\$ 1,031.25	Peterbilt	Heavy Duty Tire & Wheel Package	\$ 5,604.00
RTC-1060	Floor Plan Interest	\$ 1,105.00	Peterbilt	Dana 20K Front Axles/Springs	\$ 3,153.00
Peterbilt	Mentor RT16-160 16,000 With Pusher Switch, Gauge	\$ 3,090.00	Peterbilt	10 3/1 Steel rolls W/ Full Lines & Equipment	\$ 2,287.00
Subtotal Column 1: \$ 37,275.25			Subtotal Column 2: \$ 38,994.00		
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")					\$ 76,269.25

C: Subtotal of A + B					\$179,240.25
D: Non Published Options					
Galbreath Roll Off With Options		\$7,299.00			
Subtotal Column 1:		\$7,299.00	Subtotal Column 2:		\$ -

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$7,299.00

E: Contract Price Adjustment (If any, explain here)

F: Total of C + D +/- E \$186,539.25

G: Quantity ordered Units: 1.00 x F \$ 186,539.25

H: BUYBOARD Administrative Fee % \$ 400.00

I: Non-Equipment Charges & Credits (i.e.: Ext. Warranty, Trade-In, Delivery, etc.)

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$186,939.25



# CONTRACTUAL

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL SPECIAL MEETING**  
**MARCH 30, 2016**

Consider Approval of an Interlocal Cooperation Agreement Between the County of Hidalgo Drainage District No. 1 and the City of Edinburg Concerning Certain Pedestrian Improvements to the Edinburg Stub Drainage Ditch and Authorizing the City Manager to Execute Such Agreement. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

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**STAFF COMMENTS AND RECOMMENDATION:**

On Tuesday March 22, 2016 Hidalgo County Drainage District #1 approved the Interlocal Agreement for the connectivity to the Edinburg Municipal park by constructing a pedestrian bridge across the Ditch to connect the adjacent to the new Soccer Field complex.

Cantu Construction shall obtain at the their sole cost and expense Engineering design and specification for the beautification to the Ditch, the pedestrian bridge crossing within the right of way (collectively the "ditch improvements) and shall be responsible for supervision of all phases of the design of the crossing, construction, and maintenance of the improvements.

**RECOMMENDATION:**

Approve Interlocal Cooperation Agreement Between the County of Hidalgo Drainage District No. 1 and the City of Edinburg Concerning Certain Pedestrian Improvements to the Edinburg Stub Drainage Ditch and Authorizing the City Manager to Execute Such Agreement.

**REVIEWED BY:**

**PREPARED BY:**

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/s/Richard M. Hinojosa  
Richard M. Hinojosa  
City Manager

/s/ Ricardo Palacios by CP  
Ricardo Palacios  
CityAttorney

/s/ Ponciano N. Longoria, P.E., CFM  
Ponciano N. Longoria  
PE, CFM

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**RECORD OF VOTE:**

**APPROVED**  
**DISAPPROVED**  
**TABLED**  
**NO ACTION**

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\_\_\_\_\_  
Richard Molina  
Mayor Pro-Tem

\_\_\_\_\_  
J. R.  
Betancourt  
Councilmember

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Richard H. Garcia  
Mayor

\_\_\_\_\_  
Homer Jasso, Jr.  
Councilmember

\_\_\_\_\_  
David Torres  
Councilmember

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTER LOCAL COOPERATION AGREEMENT  
BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND  
CITY OF EDINBURG, TEXAS**

**THIS** Agreement is made on this the \_\_\_\_ day of , \_\_\_\_2016, by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO.1** , hereinafter referred to as "District" and **CITY OF EDINBURG, TEXAS** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, City is a home municipality located in Hidalgo County Texas;

**WHEREAS**, City is desirous of improving a certain municipal park within the City;

**WHEREAS**, a drainage ditch of District known as the Edinburg Stub which is located north of Freddy Gonzalez Street in the City between Raul Longoria and Doolittle Roads is adjacent to City's municipal park (the "Ditch");

**WHEREAS**, City is desirous of constructing a pedestrian bridge across the Ditch and right of way of the Ditch; and

**WHEREAS**, District, desires to facilitate City's efforts of constructing the pedestrian bridge.

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

1. City shall obtain at City's sole cost and expense engineering design and specifications for the pedestrian bridge crossing the ditch (collectively the "Ditch Improvements") and shall be responsible for supervision of all phases of the design of the Crossings and construction of the Improvements.
2. Prior to proceeding with the construction of the pedestrian bridge crossing the ditch, the City shall present to the District the plans and specifications pedestrian bridge crossing for its review and possible approval and such approval shall not be unreasonably withheld. District shall have sixty (60) days following presentation by City to District of the plans and specifications to review such plans and specifications. If such plans and specifications are approved by District, District shall issue to City a written approval of such plans and specifications.
3. Prior to public use of the Ditch Improvements, City shall advise District of the completion of the Ditch Improvement in order for District to inspect the Ditch

Improvements. If District detects or observes any deviations in the constructed Ditch Improvements from such plans and specifications District shall notify City and City shall cause such deviations to be modified to comply to such plans and specifications.

4. City shall repair and maintain the Ditch Improvements at City's sole cost and expense including but not limited the District's right of way on both sides of the Ditch.
5. City shall provide a million dollar comprehensive general liability insurance policy for the area containing the Ditch Improvements naming the District as an additional insured party.
6. Upon termination of this Agreement by District, City shall upon written notice by District remove all or a portion of the Ditch Improvements as specified by District in such written notice and restore and return the Ditch including the Ditch right of way to the same or similar condition as the Ditch and Ditch right of way existed prior to construction of the Ditch Improvements at City's sole cost and expense.
7. District makes no representation as to the suitability of the Ditch and the Ditch right of ways for the construction of the Ditch Improvements or use by the public of the Ditch Improvements and City acknowledges same. City further represents and warrants to District that City requested the use of the Ditch and the Ditch right of way for construction of the Ditch Improvements.
8. City acknowledges and agrees the purpose of the Ditch is for drainage purposes and District undertakes no responsibility or obligation whatsoever for restoration of the Ditch Improvements from damage for whatever reason including but not limited to water flowing in or over the Ditch or repairs, maintenance or expansion of the Ditch by District which District may do at anytime in the sole discretion of District.
9. **Term.** The term of this Agreement shall commence upon the date of the last party to execute this Agreement and shall continue until such time as this Agreement is terminated by District. District may terminate this Agreement without cause on thirty (30) days written notice.
10. **Hold Harmless.** City shall, to the extent allowable by law, indemnify and hold harmless District, its elected officials, employees, agents, officers and invitees from and against any and all claims, demands, causes of action, costs, expenses and liability of any nature whatsoever, to include court costs, attorney's fees and any expenses incurred in enforcing this provision that may result from, arise out of, be related to, or in any way connected with the use by City of the Ditch and/or the Ditch right of way. THE CITY ACCEPTS ALL RISKS IN THE USE OF THE DITCH ANDIOR THE DITCH RIGHT OF WAY.

**11. Indemnification.** City shall protect, defend and hold the County and its elected officials, servants, agents, contractors, subcontractors, licensees, invitees and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation and defense thereof (including, but not limited to attorney's fees, court costs and expert fees), of any nature whatsoever arising out of the use by City of the Ditch Right of Ways. The City shall also use counsel reasonably acceptable to the County in carrying out its obligations hereunder. The provisions of this Section 6 shall survive the expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.

**12. Insurance Requirement.** Licensee agrees to secure and maintain for the duration of this Agreement the following minimum comprehensive general liability insurance policy or policies covering the License Area and Licensee's use thereof, at no cost to the County, with an insurance company or companies reasonably satisfactory to the County in addition to those policies as further described on Section 10 of this agreement. The policy or policies of insurance shall name the County as an additional insured together with any other parties designated by the County. Licensee shall not be entitled to enter on to the License Area until such time as evidence of such insurance has been provided to the County. Each insurance policy shall state that the insurance company or companies shall agree to investigate and defend the insured against all claims for damages, even if groundless. The City shall maintain insurance providing a primary and umbrella coverage combined, for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. In addition, Licensee shall obtain and maintain, if Licensee employs employees, workers' compensation insurance in such amount as may be required by law. In conjunction with the above, Licensee shall provide to the county a Certificate of Insurance fully executed by an insurance company or companies furnishing such insurance coverage. The insurance policy or policies required hereunder shall provide that the County shall be provided thirty (30) days prior written notice of any cancellation or material change and that any subrogation right of the insurer are waived against the County or any additional insured named by the County. If Licensee shall fail to obtain or to maintain the above-described insurance for the duration of this Agreement, then all rights granted hereunder shall be forfeited and revoked until such time as Licensee provides to the County a new Certificate of Insurance fully executed by an insurance company or companies evidencing that the required insurance has been obtained.

**13. Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Ditch or the Ditch right of way to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

14. **Conflict with 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 times such conflict exists.
15. **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.
16. **Entire Agreement.** This Agreement contains the entire agreement 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 the City and District and not otherwise.
17. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
18. **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 City:                      City of Edinburg  
    Richard H. Garcia, Mayor  
    415 W. University Drive  
    Edinburg, TX. 78541

If to County:                    Hidalgo County Drainage District No.1  
    Attention: Ramon Garcia, Chair, Board of Directors  
    902 Doolittle Road  
    Edinburg, TX 78539

19. **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.

20. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective elected officials, officers, employees, legal representatives, successors, and assigns where permitted by this Agreement.
21. **Assignment.** This Agreement shall not be assignable.
22. **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.
23. **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.
24. **Authority to Execute.** The execution and performance of this Agreement by the City and the District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and District in accordance with its term.
25. **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.
26. **Immunities:** Nothing in this Agreement is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

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

**HIDALGO COUNTY DRAINAGE  
DISTRICT NO.1**

\_\_\_\_\_  
Ramon Garcia, Chair Board of Directors

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**CITY OF EDINBURG, TEXAS**

\_\_\_\_\_  
Richard H. Garcia, Mayor

**ATTEST:**

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Myra L. Garza, City Secretary

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

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Stephen L. Crain

PALACIOS, GARZA & THOMPSON P.C.

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City Attorney



Location of the Data Collection, by Engineering Firm.

EXHIBIT "A"  
CITY OF EDINBURG & HCDD# 1  
RIGHT OF ENTRY  
EDINBURG SOCCER STADIUM LOCATION



March 08, 2016