

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO
AND THE CITY OF PALMVIEW, TEXAS**

This Agreement is made on this the 29th day of September, 2009, by and between the **CITY OF PALMVIEW, TEXAS**, hereinafter referred to as "Palmview" and the **COUNTY OF HIDALGO – PRECINCT NO. 3, TEXAS**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Palmview is a General Law municipality located in Hidalgo County, Texas; and

WHEREAS, County is a county in the State of Texas;

WHEREAS, County desires to assist Palmview to overlay of Moorefield Road south of FM 495 with Community Development Block Grant ("CDBG") recaptured Palmview Year 20 (2007) and Precinct No. 3 Year 21 (2008) Street Improvement funds as detailed in the Scope of Services and location maps attached as Exhibit "A";

WHEREAS, County agrees it is in its best interest to provide such assistance to Palmview as described herein;

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

1. **County agrees to** assist Palmview in the Street Improvements by providing labor and equipment necessary for the overlay and/or paving of the streets;
2. **County agrees to** provide all necessary materials and supplies, including but not limited to, caliche base, sub-grade, sealant and striping to complete the Street Improvements;
3. **County shall** be responsible for all costs associated with engineering, surveying and testing necessary for the Street Improvements;

4. **County shall** review all specifications and plans for the Street Improvements and shall not provide labor or equipment until such plans are approved by the County Planning Department.
5. **Palmview and County shall** coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Streets and will use their best efforts to complete the project no later than December 30, 2009.
6. **Palmview shall** be responsible for the maintenance of the Streets following completion of the work described herein so long as the Streets remain partially or wholly within the city limits.
7. Following completion of the work described herein, the parties agree that County will be released of any and all duties imposed by this Agreement.
8. 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.
9. **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 a conflict between any provision of this 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.
10. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding, breach of the same or any other provision thereof.
11. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements 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 Palmview, and not otherwise.
12. **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.
13. **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 Palmview: City of Palmview
 Attention: Mayor Jorge Garcia
 400 West Veterans Blvd.
 Palmview, Texas 78572

If to County: Hidalgo County, Texas
 Attention: Juan D. Salinas III, County Judge
 P.O. Box 758
 Edinburg, Texas 78540-0758

With copy to: Joe M. Flores, Commissioner, Precinct No. 3
 P.O. Box 607
 Mission, Texas 78573

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.

14. **Additional Documents.** The Parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
15. **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.
16. **Assignment.** This Agreement shall not be assignable.
17. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
18. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
19. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

20. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.

21. **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, that 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 provision of Tex. Loc. Govt. Code Ann. §271.903.

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

CITY OF PALMVIEW

Jorge Garcia, Mayor

ATTEST:

Johnn Alaniz, City Manager

HIDALGO COUNTY

Juan D. Salinas III, Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

Exhibit "A"



Moorefield Road (south of FM 495)

Overlay from FM 495 south to end of road (cul de sac)

Available Funds: 2007 Street Improvements (Palmview)	\$ 8,829.25
2008 Street Improvements (Pct 3)	\$114,504.20
TOTAL:	\$123,333.45