

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO PRECINCT NO. 1 AND
THE CITY OF PROGRESO**

This Agreement is made on this **the 8th** day of **June, 2010**, by and between the **CITY OF PROGRESO, TEXAS**, hereinafter referred to as "Progreso" and the **COUNTY OF HIDALGO PCT. 1, COUNTY OF HIDALGO TEXAS**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

WHEREAS, The County desires to assist the City of Progreso by providing paving and drainage Improvements in Catarina Subdivision utilizing Texas Department of Rural Affairs Funding in the amount of \$547,633.00.

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

WHEREAS, Progreso and County 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.

WHEREAS, Progreso and County are agreeable to these terms; and

WHEREAS, the funds will be used for the project as outlined in Exhibit B;

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

1. County agrees to assist Progreso in providing paving and drainage Improvements.
2. Following the Paving and Drainage Improvements as in Exhibit "A", the parties

agree that County will be released of any and all responsibilities imposed by this Agreement.

3. **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 necessary to bring them within the legal requirements and during the times such conflict exists.
4. **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.
5. **Entire Agreement:** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party 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 Progreso, and not otherwise.
6. **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.
7. **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 addressed to the parties at the addressed set forth below, or at such other address as may have been theretofore specified by written notice delivered in accordance herewith:
 - If to Progreso: City of Progreso
Attention: Mayor Omar Vela
P.O. Box 699
Progreso, Texas 78579
 - If to County: Hidalgo County, Texas
Attention: Rene A. Ramirez, County Judge
100 E. Cano
Edinburg, Texas 78540-0758

with copy to : A.C. Cuellar Jr., Commissioner, Precinct No. 1
 1902 Joe Stephens
 Weslaco, Texas 78596

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.

8. **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.
9. **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.
10. **Assignment:** This Agreement shall not be assignable.
11. **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.
12. **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.
13. **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.
14. **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
15. **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 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 PROGRESO

Omar Vela, Mayor

ATTEST:

Sarah V. Castillo, City Secretary

HIDALGO COUNTY

Rene A. Ramirez, Hidalgo County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:

Stephen L. Crain

Exhibit “A”
Description of Activity

The proposed improvements to the present storm sewer system and streets would expand the target areas ability to maintain and preserve the existing housing stock with a lessened threat of flood loss or damage should similar adverse weather conditions present themselves in the future. Therefore, this project is part of an integrated approach to assure the residents of not only the City of Progreso, but also of Hidalgo County as a whole, the development of a safer, more efficient drainage system. A system that will serve to protect the economic infrastructure of the area and foster better overall community recovery efforts.

Exhibit "B"
Budget

Cost of for the Pavement and Drainage Improvements/Street Improvements as described in Exhibit "A", not to exceed \$547,633.00.