

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on and entered into effective as of the _____ day of _____, 2020, by and between **COUNTY OF HIDALGO, TEXAS**, by and through its Precinct 1, hereinafter referred to as (“County”), and **CITY OF PROGRESO** hereinafter referred to as (“City”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the City is a municipality defined as a “Local Government” under the ACT, and a political subdivision organized under the laws of the State of Texas, within the boundary of Hidalgo county; and

WHEREAS, the County is defined as a “Local Government” under the ACT, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, the County and City, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements to certain public roadways within their boundaries;

WHEREAS, the County and City desire to jointly undertake a road overlay improvement project to a portion of Gonzalez Road (Military HWY 281 to 866ft. North of Gonzalez Road). Consisting of approximately 8,858 linear feet, in Hidalgo County, Texas (the “Road” or “Project”). (*See Exhibit A – Gonzalez Rd. Overlay Project map*); and

WHEREAS, the Road serves as a connecting link of the County road system and such improvements to the Road are in the public interest of the County and City.

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the ACT, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the ACT; and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a City with the City’s consent.

WHEREAS, County and City have determined the Project will serve a public purpose and provide a mutual benefit to each other.

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

1. The parties agree to cooperate in making the necessary improvements to the Road as described on **Exhibit A** attached hereto.
2. City agrees to utilize its Community Development Block Grant (CDBG) funds administered and processed by the Hidalgo County Urban County Program, to pay the estimated project cost of One Hundred Ninety Nine Thousand One Hundred Six and Twenty one hundredths Dollars (\$199,106.20). (See **Exhibit B – Estimate**). The estimated cost may be increased up to twenty-five (25%) upon written request to the Hidalgo County Urban County Program to address unforeseen or additional costs. Any amount over that requires an amendment to this agreement.
3. County agrees to provide all labor, materials and machinery necessary to perform the improvements to the Road.
4. County will, to the extent reasonably possible, follow the County's standard specifications in improvements unless otherwise agreed in writing by both parties.
5. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational fiscal affairs of the parties and will complete the Project no later than 180 days from the execution of this Agreement.
6. **Prior Agreements.** This Agreement replaces and supersedes any and all prior agreements between County and City with respect to the Road and/or Project except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed thereunder at the time of executing this Agreement. Once ongoing work under any such previous interlocal agreement(s) is completed and payment is remitted such previous interlocal agreement shall terminate at such time.
7. City has authorized County to perform the work herein described pursuant to Tex. Trans. Code §251.012.
8. **Term.** The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above.
9. **Termination.** Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.

10. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
11. **Indemnification.** To the extent permitted under the Constitution and laws of the State of Texas, the CITY agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.
12. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
13. **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 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 later shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.
14. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
15. **Entire Agreement.** This Agreement contains the entire contract 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 City and not otherwise.
16. **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.

22. **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.
23. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.
24. **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.
25. **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 (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
26. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
27. **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
28. **Prior Agreements.** This Agreement supersedes and terminates all previous Interlocal Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.

29. **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.

30. **Authority to Execute.** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY OF HIDALGO, TEXAS

BY: _____
Richard F. Cortez, Hidalgo County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

CITY OF PROGRESO

BY: _____
_____, Mayor

ATTEST:

BY: _____
_____, City Secretary

Approved by the Hidalgo County Commissioner's Court on _____.

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III, Assistant District Attorney

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**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, (“County”) acting by and through the Hidalgo County Precinct 1, has been advised of a proposed project (the “Project”) wherein the County and the City of Progreso (“City”) desire to jointly undertake a road overlay improvement project to a portion of Gonzalez Road (Military HWY 281 to 866ft. North of Gonzalez Road) consisting of approximately 8,858 linear feet, in Hidalgo County, Texas, as described in an Interlocal Cooperation Agreement to be entered into between the City and County. City shall pay County the cost of material to overlay such street from Community Development Block Grant (CDBG) fund allotment through an Interlocal Cooperation Agreement. The road is an integral part of the Hidalgo County road system, and the parties enter into the Interlocal Cooperation Agreement for a public purpose and the benefit of the County and City.

This Approval is made separate and distinct from the Interlocal Cooperation Agreement and prior to the commencement of any work.

By vote on _____, 20____, the Hidalgo County Commissioner’s Court has approved the Project(s) identified above.

COUNTY OF HIDALGO, TEXAS

BY: _____
Richard F. Cortez, Hidalgo County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved by the Hidalgo County Commissioner’s Court on _____.

APPROVED AS TO FORM:

Hidalgo County Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III, Assistant District Attorney