

THE STATE OF TEXAS §

INTERGOVERNMENTAL AGREEMENT

COUNTY OF HIDALGO §

This AGREEMENT is made pursuant to the Intergovernmental Cooperation Act at Chapter 791 of the Texas Government Code, between HIDALGO COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners' Court, and the CITY OF PALMVIEW, hereinafter referred to as the CITY, acting through its CITY COMMISSION.

WHEREAS, the CITY desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist related CDBG-DR 2019 Disaster Recovery Funding, an eligible federally declared disaster in 2019, which represent a threat to the public health, safety and welfare; and

WHEREAS, the CITY applied for CDBG-DR 2019 Disaster Recovery Funding through the Texas General Land Office (GLO) to address drainage system concerns within the CITY and its Extraterritorial Jurisdiction (ETJ); and

WHEREAS, the CITY agrees to use grant funds, hereinafter referred to as the GRANT, budgeted from the GLO CDBG-DR 2019 Disaster Recovery Fund contract to construct improvements to the CITY'S drainage system and ancillary infrastructure benefitting the CITY and areas of the COUNTY if such grant is awarded to the CITY by the GLO.

NOW, THEREFORE, the CITY and COUNTY for the mutual considerations stated herein, agree and understand as follows:

The CITY shall:

1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Serve as authorized applicant and lead administrative entity to act in a representative capacity for the GRANT to ensure activities are carried out in accordance with statutory requirements.
3. Serve as the primary contact with GLO in all matters pertaining to the GRANT and the conduit for communication between itself and GLO.
4. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to GLO upon its request.
5. Provide any GRANT matching funds that it has separately committed by resolution of its City Commission.

6. Be solely responsible for the continued maintenance and operation of any proposed improvements upon receiving the Certificate of Construction Completion.

The COUNTY shall:

1. Acknowledge the CITY's endeavor to make improvements to the CITY'S drainage system and ancillary infrastructure, within its ETJ, benefitting CITY and COUNTY residents.
2. Comply with all CITY requests for information required to fulfill the CITY'S obligations under the GRANT.
3. Not be responsible for any GRANT matching funds unless it has separately committed by resolution of its Commissioners' Court.

The term of this Agreement shall be from , until the GRANT is administratively closed by GLO. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

CITY OF PALMVIEW, TEXAS

HIDALGO COUNTY, TEXAS

Ricardo Villarreal
Mayor

Richard Cortez
County Judge

ATTEST:

Annette Villarreal
City Secretary

Arturo Guajardo Jr.
County Clerk