

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on and entered into effective as of the _____ day of _____, 2019, by and between **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as (“the County”), and **CITY OF DONNA, TEXAS** hereinafter referred to as (“City”), collectively as “the Parties”, pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), as follows:

I. WITNESSETH:

WHEREAS, an interlocal agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.001, et. seq., of the Local Government Code, hereinafter referred to as the “Interlocal Cooperation Act”, or “the Act”;

WHEREAS, City is a “local government” as defined by the Act, and a political subdivision of the State of Texas, within the boundaries of Hidalgo County; and

WHEREAS, County is a “local government” as defined by the Act, and a political subdivision of the State of Texas; and

WHEREAS, City and County desire to enter into this Agreement for the public purpose of County transferring to City County-owned property and the appurtenances attached thereto located within the jurisdiction of the City at 1119 Hutch Street, Donna, Texas (hereinafter referred to as “the Property”), and more specifically described in the General Warranty Deed attached hereto as Exhibit “A”; and

WHEREAS, under Texas Local Government Code § 272.001, County is permitted to donate a parcel of land or an interest in real property to another political subdivision upon certain assurances that the property will be used for a public purpose benefiting County, and reverting to County in the event that the use of the property no longer serves such a public purpose; and

WHEREAS, City and County are in agreement that each desires to assist each other through the terms of this mutual agreement in which City and County would benefit by increasing the quality of life for the citizens of County and of City by giving them access to a safe and well maintained area for recreation; and

WHEREAS, County and City believe that the constituents of each will benefit from the terms of this mutual agreement;

NOW THEREFORE, for and in good and valuable consideration of the mutual covenants expressed hereinafter, agree as follows:

City and County Commitments:

1. City and County agree that this donation of land and the appurtenances attached thereto is made for the public purpose of the use of the Property as a public park.

2. This donation is made by County to City with the understanding by both of the following:

i. the land or interest in land will be used by City in carrying out a purpose that benefits the public interest of County by using the Property as a public park;

ii. the donation of the land or interest in land is made under the terms of this Agreement, which is made to effect and maintain the public purpose for which this donation is made; and

iii. pursuant to the terms of the General Warranty Deed attached hereto as Exhibit "A", the title and right to possession of the land or the interest therein reverts to County if City ceases to use the land or the interest therein in carrying out the public purpose of this Agreement.

City's Responsibilities/Commitments:

3. Accept and execute the Deed conveying title of the Property from County to City, which is more specifically described by metes and bounds therein.

4. Upon due execution of the Deed by County and City, record the Deed in the Real Property Records of Hidalgo County.

5. Acknowledge and agree that the Property will be used as a public park that will be reasonably accessible to citizens of City and County.

6. Advise County at least ninety (90) days prior to the date when and if the Property ceases to be used as a public park.

7. Prior to the date of ceasing to use the Property as a public park, return possession of the Property to County, and execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the return of possession of the Property to County.

County's Responsibilities/Commitments:

8. Execute the Deed conveying title to the Property from County to City.

9. Upon execution of this agreement and the Deed by both County and City, deliver possession of the park to City.

General Terms of Agreement:

10. LIABILITIES. The Parties agree that each shall be responsible for their own negligent acts or omissions or any other civil liability incurred in the course of the performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law.

11. DURATION OF AGREEMENT. This Agreement shall continue until amended, replaced, or terminated. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party at the address provided for notice under this Agreement. The Parties agree that the amendment, replacement, or termination of this agreement does not affect the vesting of title to the Property in City pursuant to the terms of the Deed.

12. CONFLICT OF 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 latter shall prevail, but in such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within legal requirements and only during the time such conflict exists.

13. 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.

14. 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 City and County, and not otherwise.

15. 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.

16. NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications 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 County: County of Hidalgo
Attention: Richard F. Cortez, Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of Donna, Texas
Attn: Rick Morales, Mayor
307 S. 12th Street
Donna, TX 78537

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.

17. **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.

18. **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.

19. **ASSIGNMENT.** This Agreement shall not be assignable.

20. **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 of paragraph hereof.

21. **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.

22. **NON-DISCRIMINATION.** This 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, or disability.

23. **AUTHORITY TO EXECUTE.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions, and corporate

actions. This Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

26. 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.

27. APPENDIX II TO CFR 200-CONTRACT PROVISIONS. Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

28. COMMITMENT OF CURRENT REVENUES ONLY. In the event that, during any term hereof, the governing bodies of County or City do not appropriate sufficient funds to meet the obligations of City or County under this Agreement, City or County may terminate this Agreement upon ninety (90) days written notice to the other party. The Parties agree, however, to use reasonable 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 County or City.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____ day of _____, 2019.

HIDALGO COUNTY, TEXAS

Richard F. Cortez, Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF DONNA, TEXAS

Rick Morales, Mayor

ATTEST:

Laura Balderrama, Secretary, City of Donna, Texas

APPROVED AS TO FORM:

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

By: _____
Josephine Ramirez-Solis, Assistant District Attorney