

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

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

THIS Agreement is made on and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“County”), and **CITY OF PENITAS** 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 the safety of the citizens within their respective boundaries, and are desirous that the necessary equipment and services are available;

**WHEREAS**, the COUNTY and CITY desire to enter into this Agreement for the public purpose of assisting one another in multiple projects to be defined by mutual agreement in which both the COUNTY and the CITY would benefit from the work (the “Work”); and

**WHEREAS**, the COUNTY and CITY have previously entered into agreement(s) to provide for this purpose; and

**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.

**NOW, THEREFORE**, the COUNTY and the CITY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. COUNTY agrees to provide to CITY the use of equipment and materials owned by COUNTY at the current prices to the COUNTY for such equipment and materials for the furtherance of the Work. Prior to CITY utilizing any COUNTY equipment or materials, CITY shall request and receive a statement of COUNTY's current hourly rates for use of equipment and materials. COUNTY shall be solely responsible for determining the current rate for its equipment and CITY agrees to reimburse COUNTY for such costs within thirty (30) days of receipt of invoice from COUNTY. Any request by CITY for COUNTY equipment and materials shall be subject to the approval of the Commissioner of Precinct 3 determining that such equipment and materials are not required by the Commissioner for the times requested by the CITY.
2. COUNTY shall provide CITY with employees of COUNTY at the current hourly rates for COUNTY employees required to operate the Equipment of COUNTY and/or to complete the Work. Prior to CITY utilizing COUNTY employees, CITY shall request and receive the current hourly rates of COUNTY employee(s) required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each such COUNTY employee. COUNTY shall be solely responsible for determining the current rate for its employee(s) and CITY agrees to reimburse COUNTY such costs within thirty (30) days of receipt of invoice from COUNTY. Any request for use by CITY of COUNTY employees shall be subject to the approval by the Commissioner of Precinct 3 determining that the COUNTY employees so requested by the CITY are not required for projects of Precinct 3 at the time requested by CITY.
3. CITY agrees to provide to COUNTY the use of equipment and materials owned by CITY at the current prices to the CITY for such equipment and materials for the furtherance of the Work. CITY shall be solely responsible for determining the current rate for its equipment and COUNTY agrees to reimburse CITY for such costs within thirty (30) days of receipt of invoice from CITY. Any request for use by COUNTY of CITY equipment and materials shall be subject to the approval of the City Manager of CITY determining that such equipment and materials are not required by the CITY for the times requested by the COUNTY.
4. CITY shall provide COUNTY with employees of CITY at the current hourly rates for CITY employees required to operate any such Equipment of CITY and/or to complete the Work. Prior to COUNTY utilizing CITY employees, COUNTY shall request and receive the current hourly rates of CITY employee(s) required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each such CITY employee. CITY shall be solely responsible for determining the current rate of its employee(s) and COUNTY agrees to reimburse CITY such costs within thirty (30) days of receipt of invoice from CITY. Any requests for use by COUNTY of CITY employees shall be subject to the approval by the City Manager determining that the CITY employees

so requested by the COUNTY are not required for projects of CITY at the time requested by COUNTY.

5. It is not the intent of the parties for any employee(s) provided to the other party under this agreement to be considered an employee of the other party.
6. The parties agree that all other costs associated with the Work shall be the responsibility of each respective entity in its entirety.
7. **Term.** The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for one (1) year and this Agreement shall automatically renew for five (5) additional one-year terms upon the same terms and conditions described herein except that all prices for employees, equipment and materials are subject to change at any time and without notice to the other party unless either party notifies the other in writing of such party's nonrenewal of this Agreement.
8. **Termination.** Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.
9. Upon a change in price for COUNTY employees, equipment or materials, the COUNTY shall notify the CITY within ten (10) working days for any ongoing Work and before beginning any new Work.
10. Upon a change in price for CITY employees, equipment or materials, the CITY shall notify the COUNTY within ten (10) working days for any ongoing Work and before beginning any new Work.
11. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
12. **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.**
13. **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.

14. **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.
15. **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.
16. **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.
17. **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.
18. **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 City of	City of Penitas, Texas Attention: Mayor 1111S. Main St. Penitas, Texas 78576
---------------	---

If to County of Hidalgo:	County of Hidalgo Attention: County Judge
--------------------------	--

100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

With copy to:

Hidalgo County Precinct 3  
Attention: Commissioner, Precinct 3  
724 N. Breyfogle  
Mission, Texas 78572

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.

19. **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.
20. **Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.
21. **Assignments.** This Assignment shall not be assignable.
22. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of any paragraph hereof.
23. **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.
24. **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, or disability.
25. **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.
26. **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

27. **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.
28. **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.
29. **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.
30. **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.
31. **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 PENITAS**

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