

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

THIS Agreement is made on and entered into effective as of the 1st day of November, 2022, by and between the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as “Hidalgo County”, the **COUNTY OF WILLACY, TEXAS**, hereinafter referred to as “Willacy County”, and 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, Hidalgo County is defined as a “Local Government” under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas; and

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

WHEREAS, on October 20, 2022, Hidalgo County entered into a lease with the Willacy County Public Facilities Corporation (the “Lease”) whereby Hidalgo County leased an existing jail facility located on an approximately 50 acre tract of land (the “Leased Premises”) for purposes of operating a county jail facility (the “Jail Facility”);

WHEREAS, the Parties acknowledge that this Agreement is entered into incident to the Lease; and

NOW THEREFORE, Hidalgo County and Willacy County in consideration of the mutual covenants expressed hereinafter, agree that during such time as Hidalgo County is operating a Jail Facility on the Leased Premises during the term of this Agreement, the Parties agree as follows:

1. **Jail Facility Availability.** To the extent that the Jail Facility is not otherwise occupied by inmates served by Hidalgo County, and there exists a need by Willacy County to house its inmates, then Hidalgo County will make available to Willacy County space to house Willacy County inmates within the Jail Facility, at a fee to be negotiated by the Parties but not to exceed Hidalgo County’s actual cost to provide such space.
2. **Willacy County Jail Food Service.** Hidalgo County agrees to provide inmate food services to the inmates housed in the Willacy County Jail at Willacy County’s expense, provided that such expense shall not exceed Hidalgo County’s actual cost to provide such food. Hidalgo County has no additional obligations to provide any services to Willacy County Jail under this Agreement.

3. **Term.** The term of the is Agreement shall be for a period of ten (10) years. The Parties may extend the term of this Agreement by action of their respective governing bodies.
4. **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 latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.
5. **No Waiver.** No waiver of the Parties 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 hereof.
6. **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 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 the Parties and not otherwise.
7. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas.
8. **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, as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
 Attention: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, TX 78539

With copy to: Mr. Vidal Roman
 Hidalgo County Budget Officer
 505 S. McColl Rd. Ste. G
 Edinburg, Texas 78539

If to Willacy County: County of Willacy
Attn: County Judge
576 W. Main, Room 152
Raymondville, TX 78580

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.

9. **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.
10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
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. **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, including without limitation race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. The Parties shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.
14. **Governmental Purpose.** To the extent applicable, 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.

15. **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.

16. **Authority to Execute.** The execution and performance of this Agreement by Hidalgo County and Willacy County have 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.

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

THE COUNTY OF HIDALGO

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

Approved by Hidalgo County Commissioners Court on _____.

APPROVED AS TO FORM FOR HIDALGO COUNTY:

By: _____
Matthew L. Jones
Jones, Galligan, Key & Lozano L.L.P.

THE COUNTY OF WILLACY

Aurelio Guerra, County Judge

ATTEST

Susana R. Garza, County Clerk

Approved by Willacy County Commissioners Court on _____.

APPROVED AS TO FORM FOR WILLACY COUNTY:

By: _____
Ricardo Morado