

STATE OF TEXAS

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COUNTY OF HIDALGO

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

THIS Agreement is made on and entered into effective as of the 2nd day of May, 2023, by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“Hidalgo County”), and **WILLACY COUNTY, TEXAS**, hereinafter referred to as (“Willacy County”), 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 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 Act, a political subdivision organized under the laws of the State of Texas; and

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

WHEREAS, the Edinburg Consolidated Independent School District bus route in northern Hidalgo County runs along County Road 10 and Jesus Maria Lane, hereinafter referred to as the (“Road”); and

WHEREAS, the Road being in Hidalgo County, enters into Willacy County and then returns to Hidalgo County; and

WHEREAS, approximately three miles of the Road straddles the county line of Hidalgo and Willacy County, approximately three (3) miles of the Road lies within Willacy County and approximately three and one half (3.5) miles of the Road lies in Hidalgo County; and

WHEREAS, the Road is used by citizens of both Hidalgo and Willacy Counties and serves as a mutual benefit to both counties; and

WHEREAS, Hidalgo and Willacy Counties desire to jointly maintain by providing grading services to the Road in order to promote public safety and the wellbeing of the citizens who travel on the Road; and

WHEREAS, Hidalgo and Willacy Counties 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, Hidalgo County and Willacy County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Hidalgo County and Willacy County agree to jointly and mutually maintain the Road a distance of approximately nine and one ninth (9.9) miles ending at Jesus Maria Lane by providing grading services to the surface of the Road at least three times a year each or more often on an as needed basis.
2. Hidalgo County agrees to provide materials necessary for the maintenance of the Road, including but not limited to caliche.
3. Willacy County agrees to contribute materials of not less than a yearly total of forty (40) loads of caliche and/or a greater amount, subject to available funds secured by Willacy County for the purpose of contributing additional materials.
4. Willacy County agrees to provide all labor necessary for the maintenance of the Road so long as they have the resources. In the event Willacy County does not have the resources for the labor, the County of Hidalgo will assist on an as needed basis.
5. Hidalgo and Willacy counties mutually authorize the other to enter the boundaries of their respective jurisdiction if necessary in order to maintain the Road as described above.
6. Hidalgo and Willacy Counties agree it is in their mutual best interest to provide maintenance of the Road as described herein and that the Road serves as a connecting link and integral part of their county road systems.
7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
8. **Prior Agreements.** This Agreement replaces and supersedes any and all prior agreements between Hidalgo County and Willacy County 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.

9. **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.
10. **Termination.** Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.
11. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
12. **Indemnification.**
- A. **By Hidalgo County:** To the extent permitted under the Constitution and laws of the State of Texas, Hidalgo County agrees to indemnify and hold harmless and defend Willacy 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 Willacy County, for the intentional or negligent acts or omissions by Hidalgo County, whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.
- B. **By Willacy County:** To the extent permitted under the Constitution and laws of the State of Texas, Willacy COUNTY agrees to indemnify and hold harmless and defend Hidalgo 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 Hidalgo County, for the intentional or negligent acts or omissions by the Willacy County, 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 Hidalgo County nor Willacy 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,

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 Counties policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.
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. **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.

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

APPROVED BY COMMISSIONERS' COURT ON this 2nd day of May, 2023.

WILLACY COUNTY:

COUNTY OF HIDALGO:

Hon. Aurelio "Keter" Guerra, County Judge

Hon. Richard F. Cortez, County Judge

ATTEST:

ATTEST:

Susana R. Garza, Willacy County Clerk

Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED AS TO FORM

Office of the Criminal District Attorney,
Toribio "Terry" Palacios

Michelle Lopez, Assistant District Attorney