

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTY OF HIDALGO, TEXAS AND MERCEDES I.S.D.

THIS Agreement ("Agreement") is made on and entered into effective as of the _____ day of _____, 2023, by and between **COUNTY OF HIDALGO, TEXAS**, by and through the **County of Hidalgo Precinct Number One**, hereinafter referred to collectively as ("County"), and **MERCEDES INDEPENDENT SCHOOL DISTRICT (MERCEDES I.S.D.)** hereinafter referred to as ("the District"), pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act").

The maintenance of the general health, safety and welfare of the citizens of Hidalgo County are common objectives of both parties. The aim of this Agreement is to establish cooperative efforts in the community to achieve a common goal of the parties in providing information regarding resources for the improvement of the health, safety, and welfare of individuals in HIDALGO COUNTY, TEXAS.

I. WITNESSETH:

WHEREAS, The District is organized under the laws of the State of Texas, is a "political subdivision" as defined by the Act, and the District boundaries are within the County of Hidalgo, Texas; and

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

WHEREAS, The District and County desire to enter into this Agreement for the public purpose of providing up-to-date public education and awareness information of emergency events and of resources provided by the County; and

WHEREAS, The District and County desire to enter into this mutual agreement to serve the parties' objectives in improving the health, safety, and welfare of the citizens of both the County and the District; and

WHEREAS, an interlocal agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.003(4) of the Local Government Code;

NOW, THEREFORE, and in consideration of premises and the mutual covenants and agreements expressed hereinafter, County and the District agree as follows:

- 1. **County Responsibilities:** County agrees that it will, from time to time as it deems appropriate, provide notice(s) to the District, at the contact provided below for Notice, of information affecting the health, safety, and welfare of individuals located

in the area encompassed by the District, including, but not limited to, evolving emergency events, disaster planning, mitigation, response, and recovery information, as well as applicable community events and resources provided by the County.

2. **District Responsibilities:** The District agrees to receive notice(s) provided by the County as discussed in paragraph 1 above. Upon receipt of this notice, the District will, at its discretion, disseminate the notice to parents and staff using any and all means of communication it determines to be effective.
3. **Confidential information:** This Agreement does not affect, and is not meant to facilitate, the sharing of information between the parties that is confidential in nature, or not otherwise appropriate for public release. Confidential information will be shared outside the terms of this agreement, and both parties agree to use caution in determining whether or not information is shared under the terms of this agreement.
4. **Payment:** District and County have agreed that in an effort to be good stewards of public funds and for the benefit of the citizens of Hidalgo County, there shall be no payment due under this Agreement.
5. **No Waiver of Immunities/Defenses:** Nothing in this Agreement is intended to and the District and County do not hereby waive, release or relinquish any right to assert any of the defenses the District or County may enjoy by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to the District or County as to any claim or action of any person, entity, or individual against the District or County.
6. **Indemnification:** **The District shall indemnify and hold the County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement. Upon written notice from the County, the District will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.**
7. **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 CSCD policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
8. **Notice:** All notices or communications to either party by the other will be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein:

FOR COUNTY OF HIDALGO:

Hidalgo County Commissioner Pct. 1
Attention: David Fuentes, Commissioner
1902 Joe Stephens Ave #101
Weslaco, TX 78599

FOR THE DISTRICT:

Mercedes Independent School District
Attention: Maria J. Chavez, Superintendent
Address: 206 W. Sixth Street, Mercedes, TX 78570
Email Address: maria.chavez@misdtx.net

9. **Appendix II to CFR 200-Contract Provisions.** Pursuant to 2 CFR 200.327, 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.
10. **Term of Agreement:** This Agreement shall be in effect for a minimum period of three (3) years after date of signature ("term"). At the conclusion of such three (3) year period, this Agreement shall be reviewed by County and The District and extended for two (2) consecutive one (1) year terms as agreed to by the parties in writing.
11. **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 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 conflict exists.
12. **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.
13. **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 the District and County, and not otherwise.

14. **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.
15. **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.
16. **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 ninety (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.
17. **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.
18. **Assignment.** This Agreement shall not be assignable.
19. **Authority to Execute.** The execution and performance of this Agreement by the District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the obligations of the District and County in accordance with its terms.
20. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental service or functions and will pay for such services out of current revenues available to the paying party as herein provided. No funding will be provided by either party to the other under this Agreement.
21. **Termination.** This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. The parties intend this provision to be a continuing right to terminate this Agreement.

[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, County Judge

Date: _____

ATTEST: _____
Arturo Guajardo Jr., County Clerk

By: _____
Maria J. Chavez, Superintendent
Date: _____

ATTEST: _____
Pete Martinez III, Secretary

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By: _____
Robert Viña, Assistant District Attorney