

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND LA JOYA INDEPENDENT SCHOOL DISTRICT**

THIS Agreement ("Agreement") is made on and entered into effective as of the **17<sup>th</sup>** day of **October**, 2023, by and between **COUNTY OF HIDALGO, TEXAS**, by and through the **County of Hidalgo Precinct Number Three**, hereinafter referred to collectively as ("**County**"), and **LA JOYA INDEPENDENT SCHOOL DISTRICT** 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 for the improvement of the health, safety, and welfare of individuals in HIDALGO COUNTY, TEXAS.

**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 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**, The District and County share a mutual commitment to ensuring the safety and well-being of students attending schools within the County

**WHEREAS**, The District and County desire to enter into this Agreement for the public purpose of formalizing a mutual aid and partnership arrangement for projects and initiatives that are vital to the safety of La Joya ISD students within Precinct 3; 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 agrees to provide assistance and support to District at District facilities in the event of emergencies, incidents, or situations that may pose a threat to the safety of District's students within Precinct 3.
2. The District agrees to receive assistance at District facilities as indicated above.
3. Parties agree to establish communication and coordination protocols for efficient mutual aid response, including contact information for designated personnel and any necessary training or drills.
4. Parties may collaborate on projects, initiatives, or programs aimed at enhancing the safety of La Joya ISD students. These projects may include but are not limited to traffic safety improvements, infrastructure enhancements, and community outreach programs.
5. Parties shall comply with all applicable federal, state and local laws and regulations in the execution of this Agreement.
6. **Funding and Resources:** Each party shall be responsible for its own costs applicable to any project under this agreement. The Parties shall mutually determine the allocation of funding and resources for safety projects, taking into account available grants, budget considerations, and other funding sources.
7. **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. Parties shall comply with any applicable confidentiality laws.
8. **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.
9. **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.**
10. **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 District policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability or any other protected category.

11. **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:**

**To County:** The County of Hidalgo  
Attn: County Judge  
100 E. Cano, 2nd Floor  
Edinburg, Texas 78539

**With copy to:** Hidalgo County Commissioner Pct. 3  
724 Breyfogle Rd.  
Mission, TX 78572

**To District:** La Joya Independent School District  
Attn: Superintendent  
200 W. Expressway 83  
La Joya, TX 78560

12. **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.

13. **Term of Agreement:** This Agreement shall commence on the effective date indicated above and be in effect for a minimum period of **three (3) year(s)** ("initial term"). At the conclusion of the initial term, this Agreement shall be reviewed by County and the District and may be extended for **three (3) year(s)** as agreed to by the parties in writing.

14. **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.

15. **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.

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 the District and County, 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.
18. **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.
19. **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.
20. **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.
21. **Assignment.** This Agreement shall not be assignable.
22. **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.
23. **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.
24. **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. The Parties agree that, if possible, they will make best efforts to complete any ongoing projects, initiatives or mutual aid commitments that are ongoing at the time of termination.

[SIGNATURE PAGE TO FOLLOW]

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON** \_\_\_\_\_, **20**\_\_\_\_\_.  
**Agenda Item No. 92713** **Executive Office:** \_\_\_\_\_

**LA JOYA ISD:**

**COUNTY OF HIDALGO, Texas**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM**

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

**ATTEST:**

\_\_\_\_\_  
Robert Viña, III, ADA

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk