

STATE OF TEXAS                   §  
  §  
COUNTY OF HIDALGO           §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE COUNTY OF HIDALGO – PRECINCT 3 AND THE CITY OF  
McALLEN**

THIS agreement is made on this the \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the **CITY OF MCALLEN, TEXAS** (hereinafter referred to as the "**City**") and the **COUNTY OF HIDALGO, TEXAS** by and through Hidalgo County Precinct #3 (hereinafter referred to as the "**County**"), and collectively referred to as the "Parties", pursuant to the provisions of the Texas Interlocal Cooperation Act (the "Act"), Chapter 791 et seq., Texas Government Code, as follows:

**WITNESSETH:**

**WHEREAS**, the City is a home rule 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 and located in Hidalgo County, Texas;

**WHEREAS**, the County is defined as a "Local Government" under the Act, and a political subdivision organized under the laws of the State of Texas;

**WHEREAS**, the City and County, each pursuant to its statutory and constitutional authority, are responsible for certain governmental functions and services related to parks and recreation within their boundaries;

**WHEREAS**, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt. Code 791.001, et seq., which authorizes units of local governments to contract with each other to perform governmental functions and services under the terms of the Act;

**WHEREAS**, the City desires to construct the Center for Urban Ecology at Quinta Mazatlan that is also known as the CUE (the "Project") for the use of City and County residents;

**WHEREAS**, following the construction of the Project, City agrees to operate and maintain the CUE;

**WHEREAS**, the County, by and through Precinct No. 3, desires to contribute to a monetary amount to assist in the development of the Project; and

**WHEREAS**, the City and County believe that this agreement would serve a public purpose and be for the mutual benefit of both parties.

**NOW, THEREFORE**, County and City, in consideration of the following mutual covenants and agreements expressed hereinafter, agree as follows:

1. All of the above statements are incorporated herein and fully restated.

2. County, by and through Precinct No. 3, agrees to contribute a fixed lump sum of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) to City for the development of the Project within thirty (30) days of the execution of this agreement and/or in accordance with the Texas Prompt Payment Act; however, County shall not be subject to any penalty including payment of interest.
3. City agrees to act as fiscal agent for the construction and maintenance of the Project.
4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portions of the work under this Agreement performed by each party.
5. Upon payment by County to City of the sum indicated in No. 2 above, the parties agree that the County will be released of all duties imposed by this Agreement and County shall have no further obligation to City.
6. **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.
7. **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to other.
8. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
9. **Nature of Relationship.** Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. No provision contained in this agreement, nor any acts of the Parties hereto shall be deemed to create any relationship between City and County other than what is specifically described within the agreement. The County of Hidalgo shall maintain exclusive control, direction and management of its own employees, and City shall have no rights with respect thereto, except for the right to enforce covenants of the Agreement as set forth herein.
10. **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.
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 their 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 the 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 agreement or representative) and 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 City 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. **Notice:** Except as maybe 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:                      City of McAllen, Texas  
  Attn: Javier Villalobos, Mayor  
  1300 Houston Ave.  
  McAllen, Texas 78501

If to County:                    County of Hidalgo, Texas  
  Attn: County Judge  
  100 E Cano St., Second Floor  
  Edinburg, Texas 78539

With copy to:                    Hidalgo County Precinct 3  
  Attn: Commissioner, Precinct 3  
  724 N. Breyfogle Road  
  P.O. Box 607  
  Mission, Texas 78574

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.

16. **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.
17. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
18. **Assignment:** This Agreement shall not be assignable.
19. **Headings.** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
20. **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 as often as may be appropriate.
21. **Nondiscrimination.** The Parties, including their contractors, subcontractors, assignees and successors in interest, ensure that no person shall on the grounds of race, religion, color, national origin, sex, age, disability or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. *See* Title VI of the Civil Rights Act of 1964, as amended.
22. **Governmental Purpose.** Each party hereto is entering into the 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.
23. **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 pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).
24. **Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to 2 CFR 200.237, 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.

25. **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.
26. **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.
27. **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.
28. **Authority to Execute.** The execution and performance of this Agreement by the Parties 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

(Signature Page to Follow)

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

**APPROVED BY COMMISSIONERS' COURT ON \_\_\_\_\_, 20\_\_.**

**Agenda Item No. \_\_\_\_\_ Executive Office: \_\_\_\_\_**

**CITY OF McALLEN**

**COUNTY OF HIDALGO:**

\_\_\_\_\_  
Javier Villalobos, Mayor

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

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Arturo Guajardo  
County Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**  
Hidalgo County Criminal District Attorney's  
Office Toribio "Terry" Palacios

By: \_\_\_\_\_  
McAllen City Attorney

By: \_\_\_\_\_  
Robert Viña, III, Assistant District Attorney