

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
DONNA INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO**

This Agreement is made on the ___ day of _____, 20___, by and between **DONNA INDEPENDENT SCHOOL DISTRICT** (the “District”) and the **COUNTY OF HIDALGO, TEXAS** (the “County”) pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov’t Code 791.001 et seq., as follows:

WITNESSETH:

WHEREAS, the District is a political subdivision of the State of Texas and an independent school district located in Hidalgo County, Texas; and

WHEREAS, the County is a “local government” as defined by the Texas Interlocal Cooperation Act, and a political subdivision of the State of Texas; and

WHEREAS, County, through its Environmental Health Animal Control Division, has the authority to perform all animal regulation functions that County can perform under Texas Health and Safety Code, Chapter 822, "Regulation of Animals," Texas Health and Safety Code, Chapter 826, "Rabies," and other applicable statutes, laws, rules and regulations; and

WHEREAS, the District offers an Animal Science Program (the “Program”) to its high school students that provides educational opportunities and addresses some of the County functions; and

WHEREAS, the District and County desire to assist each other in the public purpose of providing educational opportunities to the students and residents of the County and assisting the County in its functions of animal regulation.

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

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

2. District will oversee all aspects of the DISD Animal Science Program and provide equipment support and student participation, to the extent allowable, to a local animal clinic's Spay, Neuter, Vaccinate, and Microchip Campaign.
3. County agrees to contribute a one time lump sum of Eighteen Thousand Two Hundred Seventy and 79/100 Dollars (\$18,270.79) for the purchase of equipment to be used by the Animal Science Program in furtherance of the public purpose as described above.
4. District assumes all ownership and liability in the use and maintenance of the equipment.
5. Upon payment by County to District of the sum indicated above, the County shall be released of all duties imposed by this agreement and shall have no further obligation to District.
6. **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 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.
7. **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.
8. **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 District and County, and not otherwise.
9. **Insurance:** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
10. **Indemnification:** To the extent permitted under the Constitution and laws of the State of Texas, Parties agrees to indemnify, hold harmless, and defend each other, their agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by the other party, by reason of any and all claims, demands or causes of action asserted or that may be asserted, arising out of, or in any manner related to that parties obligations under this agreement.

11. 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. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

12. **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 Pharr: Donna ISD
Attention:
904 Hester Ave.
Donna, Texas 78537

If to County: Hidalgo County, Texas
Attn: Hon. Richard F. Cortez, Hidalgo County Judge
100 E. Cano St. – 2nd Floor
Edinburg, Texas 78539

With copy to: Hon. David L Fuentes, Commissioner, Pct. No 1.
1902 Joe Stephens Ave. Ste. 101
Weslaco, Texas 78596

9. 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.

10. **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.

11. **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.

12. **Assignment:** This Agreement shall not be assignable.
13. **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.
14. **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.
15. **Authority to Execute:** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the District and County in accordance with its terms.
16. **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.
17. **Commitment or 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 hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
18. **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.
19. **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 District and County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other protected category.
20. **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.

21. **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 incorporated by reference into this County contract should it be subject to Federal award.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON MONTH DAY, 2024.

Agenda Item No. XXXXX Executive Office: _____

**DISTRICT:
DONNA ISD**

**COUNTY:
COUNTY OF HIDALGO**

Name, Title

Hon. Richard F. Cortez, County Judge

**APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios**

ATTEST:

Michelle Lopez, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

SUPPLEMENTAL SIGNATURES:

