

STATE OF TEXAS

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COUNTY OF HIDALGO

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

THIS Agreement is made on and entered into effective as of the 18<sup>th</sup> day of March, 2025, by and between **COUNTY OF HIDALGO, TEXAS**, by and through its Precinct 3, hereinafter referred to as (“County”), and **CITY OF PENITAS** hereinafter referred to as (“City”), 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:

**I. WITNESSETH:**

**WHEREAS**, the City is a 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 Hidalgo County; and

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

**WHEREAS**, City and County desire to assist each other in multiple projects to be defined by mutual agreement in which both the City and the County would benefit from the work (the “Work”); and

**WHEREAS**, City and County believe that this agreement serves a public purpose and the constituents of each will benefit from the mutual use and development of deployed resources and assets as demonstrated by the mutual agreement herein contemplated; 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)(A) of the Local Government Code to increase the efficiency and effectiveness of local governments by authorizing them to contract for the performance of governmental functions and services;

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

**A. Mutual Agreements:**

1. County agrees to allow City to use equipment and materials owned by County at the current prices to the County for such equipment and materials for the furtherance of the Work. Prior to City utilizing any County equipment or materials, City shall request and receive a statement of County's current hourly rates for use of equipment and materials. County shall be solely responsible for determining the

current rate for its equipment and City agrees to reimburse County for such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County equipment and materials shall be subject to the approval of the Commissioner of Precinct 3 determining that such equipment and materials are not required by the Commissioner for the times requested by the City.

2. County shall provide City with man power at the current hourly rates for County employees required to complete the Work. Prior to City utilizing County employees, City shall request and receive the current hourly rates of County employee(s) including benefits and other costs associated with the employment of each such County employee. County shall be solely responsible for determining the current hourly rate for its employees and City agrees to reimburse County such costs within thirty (30) days of receipt of invoice from County. Any request for use by City of County employees shall be subject to the approval by the Commissioner of Precinct 3 determining that the County employees so requested by the City are not required for projects of Precinct 3 at the time requested by City.
3. City agrees to allow County to use equipment and materials owned by City at the current prices to the City for such equipment and materials for the furtherance of the Work. City shall be solely responsible for determining the current rate for its equipment and County agrees to reimburse City for such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City equipment and materials shall be subject to the approval of the City Manager of City determining that such equipment and materials are not required by the City for the times requested by the County.
4. City shall provide County with employees at the current hourly rates to City for City employees required to complete the Work. Prior to County utilizing City employees, County shall request and receive the current hourly rates of City employee(s) required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each City employee. City shall be solely responsible for determining the current rate of its employees and County agrees to reimburse City such costs within thirty (30) days of receipt of invoice from City. Any request for use by County of City employees shall be subject to the approval by the City Manager determining that the City employees so requested by the County are not required for projects of City at the time requested by County.
5. Upon a change in price for employees for County employees, equipment or materials, the County shall notify the City within ten (10) working days for any ongoing Work and before beginning any new Work.
6. Upon a change in price for employees for City employees, equipment or materials, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new work.

7. The parties agree that all other costs associated with the Work shall be the responsibility of each respective entity in its entirety.

#### **B. Consideration.**

8. City and County have agreed that in an effort to be good stewards of public funds and for the benefit of the Citizens of County and City, there shall be no additional compensation for the performance of this Agreement, with the exception of the responsibilities as outlined in paragraph (“A”) above.

#### **C. Term, Termination & Modification**

9. The term of this Agreement shall be for **one (1) year**, commencing on **April 09, 2025** and expiring on **April 8, 2026**. This Agreement shall automatically renew for **five (5)** additional one-year terms upon the same terms and conditions described herein, unless terminated by either party.
10. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
11. This Agreement shall constitute the entire understanding of the parties with respect to the subject matter.
12. The Agreement may be modified at any time in writing and by mutual consent of both Parties. Changes shall be in the form of a modification and shall become effective upon signature by authorized individuals representing both Parties.

#### **D. Liability Insurance**

13. Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

#### **E. Miscellaneous Terms & Conditions**

14. **Prior Agreements.** This Agreement replaces and supersedes any and all prior agreements between the parties with respect to the performance of this agreement.
15. **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 the City of Hidalgo shall have no rights with respect thereto, except for the right to enforce covenants of the Agreement as set forth herein.

16. **Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.**
17. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither County nor City 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.
18. **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, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.
19. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
20. **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 County and City and not otherwise.
21. **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 State of Texas.

22. **Notice.** Except as may be 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 Penitas  
Attn: Ramiro Loya, Mayor  
P.O. Box 204  
Penitas, TX 78576

If to County: County of Hidalgo  
Attn: Richard F. Cortez, County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

With copy to: Commissioner, Precinct 3  
Attn: Everardo "Ever" Villarreal,  
Commissioner  
724 N. Breyfogle  
Mission, TX 78572

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.

23. **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.

24. **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.

25. **Assignments.** This Assignment shall not be assignable.

26. **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.

27. **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.
28. **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 City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.
29. **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.
30. **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
31. **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.
32. **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.
33. **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.

[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 March 18, 2025.**

**Agenda Item No. 98668**

**Executive Office: \_\_\_\_\_**

**CITY OF PENITAS:**

**COUNTY OF HIDALGO:**

\_\_\_\_\_  
Ramiro Loya, Mayor

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

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Name, City Secretary

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

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

\_\_\_\_\_  
Michelle Lopez, Assistant District Attorney