

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This Agreement made and entered into this April day of 1st, 2025, by and between the **County of Hidalgo, Texas**, hereinafter referred to as “**County**”, and **City of Palmhurst**, hereinafter referred to as “**City**”, under the authority and in accordance with the Inter-local Cooperation Act, as set out in Chapter 791 of the Texas Government Code, as follows:

WITNESSETH:

WHEREAS, **Hidalgo County** is a County created in Texas;

WHEREAS, **City** is a municipality located in Texas;

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

NOW, THEREFORE, this agreement is hereby made and entered into by **County** and **City** for the mutual covenants stated herein, agree as follows:

1. **County** agrees to provide the **City** the use of equipment and materials owned by the **County** at the current prices given to the **County** for such equipment and materials for the furtherance of the **Work**. Prior to the **County** providing the **City** such equipment or materials, the **City** shall request and receive a statement of the **County’s** current hourly rates for the use of equipment and materials. The **County** shall solely be responsible for determining the current rate for its equipment and the **City** agrees to reimburse the **County** for such costs within thirty (30) days of receipt of invoice from the **County**. Any request for use by the **City** for **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 for projects for Precinct 3 for the times requested by the **City**.

2. **County** shall provide the **City** with man power at the current hourly rates for County employees required to operate any such equipment and/or to complete the **Work**. Prior to the **City** utilizing County employees, the **City** shall request and receive the current hourly rates of County employee(s) including benefits and other costs associated with the employment of each County employee. The **County** shall solely be responsible for determining the current hourly rate of its employees and the **City** agrees to reimburse **County** such costs within thirty (30) days of receipt of invoice from the **County**. Any request for use by the **City** of **County** employees shall be subject to the approval of the Commissioner of Precinct 3 determining that the County employees requested by the **City** are not required for projects for Precinct 3 for the times

requested by the **City**.

3. 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 on-going **Work** and before beginning any new **Work**.

4. **City** agrees to provide the **County** the use of equipment and materials owned by the **City** at the current prices given to the **City** for such equipment and materials for the furtherance of the **Work**. Prior to the **City** providing the **County** such equipment or materials, the **County** shall request and received a statement of the **City's** current hourly rates for the use of equipment and materials. The **City** shall be solely responsible for determining the current rate for its equipment and the **County** agrees to reimburse the **City** for such costs within thirty (30) days of receipt of invoice from the **City**. Any request for use by the **County** for **City** equipment and materials shall be subject to the approval of the City Manager determining that such equipment and materials are not required by the **City** for the times requested by the **County**.

5. **City** shall provide the **County** with man power at the current hourly rates for City employees required to operate any such equipment and/or to complete the **Work**. Prior to the **County** utilizing City employees, the **County** shall request and receive the current hourly rates of City employee(s) including benefits and other costs associated with the employment of each City employee. The **City** shall be solely responsible for determining the current hourly rate of its employees and **County** agrees to reimburse the **City** such costs within thirty (30) days of receipt of invoice from the **City**. Any request for use by the **County** of **City** employees shall be subject to the approval of the City Manager determining that the **City** employees requested by the **County** are not required for projects for the **City** for the times requested by the **County**.

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.

8. **TERM:** This Agreement shall be for a period of **one (1)** year commencing on **May 7, 2025** and expiring on **May 6, 2026**. The term of this Agreement may be extended at the County's sole discretion for five (5) additional one (1) year terms under the same terms and conditions described herein except that all prices for employees, equipment and materials are subject to change at any time and without notice to the other party.

9. **TERMINATION:** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

10. **NOTICE:** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications 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 County: County of Hidalgo, Texas
Attn: Richard F. Cortez, County Judge
100 E Cano St.
Edinburg, TX 78539

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

If to City: City of Palmhurst
Attn: Fred del Barrio, Mayor
4417 N. Shary Road
Palmhurst, TX 78573

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 addresses or if mailed at such time as it is deposited in the United States mail.

11. ASSIGNMENT: This Agreement shall not be assignable.

12. 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 their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order of 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 requirement and only during the times such conflict exists.

13. 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.

14. GOVERNING LAW: This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

15. SUCCESSORS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.

16. 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 provisions of paragraph hereof.

17. 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.

18. 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 **City and County** and not otherwise.

19. 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.

20. 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. Parties agree, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Texas Local Government Code.

21. 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.

22. AUTHORITY TO EXECUTE: The execution and performance of this Agreement by the **City** and the **County** have been duly authorized by all necessary laws, resolutions or corporate action and this Agreement constitutes the valid and enforceable obligations of **City and County** in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year discussed in section six (6) above.

APPROVED BY COMMISSIONERS' COURT ON April 1, 2025.

Agenda Item No. 98871

Executive Office: _____

CITY OF PALMHURST

HIDALGO COUNTY

Fred del Barrio, Mayor

Hon. Richard F. Cortez, County Judge

ATTEST:

ATTEST:

Richard Garcia, City Secretary

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

By: _____
Name, Title

Robert Viña III, Assistant District Attorney

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)