

STATE OF TEXAS                   §  
  §  
COUNTY OF HIDALGO           §

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

THIS agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF LA JOYA, TEXAS, hereinafter referred to as “CITY”, and the COUNTY OF HIDALGO, TEXAS, by and through its Precinct 3, hereinafter referred to as “COUNTY” pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, CITY is a home rule municipality located in Hidalgo County, Texas;

**WHEREAS**, the COUNTY is a local government defined by the Act, and a county in the State of Texas;

**WHEREAS**, CITY and COUNTY desire to cooperate in the expansion and upgrade of walking trails in La Joya Municipal Park (the “Project”) as identified in Exhibit A of this agreement;

**WHEREAS**, the COUNTY will be the fiduciary agent for the Project and assume the role of project development lead;

**WHEREAS**, CITY 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**, CITY and COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. COUNTY, at its sole cost, shall plan, develop, and expand and upgrade the trail identified in Exhibit A attached hereto and made a part of this agreement.
2. CITY agrees to allow COUNTY to enter the city’s jurisdiction for purposes of the project.
3. Upon final completion of the Project, the parties agree that the CITY will own and maintain the trails and COUNTY will be released of all duties and obligations imposed by and in relation to this Agreement.
4. **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.

5. **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.
6. **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.
7. **Insurance:** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
8. **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.**
9. **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.**
10. **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 La Joya  
Attn: Hon. Isidro Casanova, Mayor  
701 E. Expressway 83  
La Joya, Texas 78560

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

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 City 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 City 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 CITY 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 CITY and COUNTY do not hereby waive, release or relinquish any right to assert any of the defenses the CITY 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 CITY or COUNTY as to any claim or action of any person, entity, or individual against the CITY 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.

**(Signature Page to Follow)**

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

**APPROVED BY COMMISSIONERS' COURT ON MONTH DAY, 2025.**

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

**CITY:**  
**CITY OF LA JOYA**

**COUNTY:**  
**COUNTY OF HIDALGO**

\_\_\_\_\_  
**Hon. Isidro Casanova, Mayor**

\_\_\_\_\_  
**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:**