

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on and entered into effective as of the _____ day of _____, 2025, by and between **COUNTY OF HIDALGO, TEXAS**, by and through its Precinct __, hereinafter referred to as (“County”), and **CITY OF DONNA, TEXAS** 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 is defined as a “Local Government” under the Act, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, City and County desires 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 outcome of the work (the “Work”) by decreasing the cost of services and increasing the quality of life for both the citizens of the County and the City; and

WHEREAS, County and City believe that this agreement serves a public purpose and the constituents of each will benefit from the mutual use and development of the multiple projects to be defined by 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) of the Local Government Code;

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

II. CONSIDERATIONS

A. Mutual Agreements:

1. County agrees to provide the City the use of equipment and materials owned by the County at the current prices 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 use of equipment and materials. The County shall be solely 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 Commissioner of Precinct __ determining that such equipment and materials are not required for projects of the Precinct at the times requested by the City.

2. County shall provide the City with manpower at the current hourly rates for County employees required to operate and/or complete the Work. Prior to the City utilizing County manpower, the City shall request and receive the current hourly rates of County employees, required to complete the Work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. The County shall be solely responsible for determining the current rate for 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 by the Commissioner of Precinct __ determining that the County employees so requested by the City are not required for projects of the Precinct at the times requested by the City.
3. Upon a change in price for the use of County employees, equipment, or materials, by the City, 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 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 receive 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 of 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 manpower 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 the City manpower, the County shall request and receive the current hourly rates of City employees required to complete the work. Hourly rates shall include all benefits and other costs associated with the employment of each individual. The City shall be solely responsible for determining the current rate of its employees and the 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 by

the City Manager determining that the City employees so requested by the County are not required for projects of the City at the times requested by County.

6. Upon a change in price for the use of the City employees, equipment, or materials, by the County, the City shall notify the County within ten (10) working days for any on-going Work and before beginning any new Work.
7. All other costs associated with the Work shall be the responsibility of the respective party requesting assistance from the other party in its entirety.

B. Term

8. The term of this Agreement shall be for one (1) year commencing on June 2, 2025 and Expiring on June 2, 2026. The term of this Agreement may be extended at the County's sole discretion for three (3) additional one (1) year terms under the same terms and conditions described herein.

C. Termination

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

D. Liability Insurance

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

E. Fixtures-Special Condition

11. Upon the completion of any project, as defined by mutual agreement, by either the City or the County, any movable equipment or appurtenances will be removed and taken by the entity providing the same within a reasonable time. If the equipment and appurtenances are not movable, then in such event and by written mutual agreement, said equipment and appurtenances will become the sole property of the entity who requested the assistance.

F. Miscellaneous Terms & Conditions

12. **Prior Agreements.** This Agreement replaces and supersedes any and all prior Mutual Aid Agreements between County and City.
13. **Indemnification.** **To the extent permitted under the Constitution and laws of the State of Texas, the City agrees to indemnify and hold harmless and defend County, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred**

or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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 Donna, Texas
Attention: Mayor
David Moreno
Donna, Texas 78537

With copy to: Attention: City Manager
Jorge L. Peña
Donna, Texas 78537

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

With copy to: Hidalgo County Precinct 1
Attention: Commissioner, Precinct 1
David L Fuentes
Weslaco, Texas 78599

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.

- 20. **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.
- 21. **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.
- 22. **Assignments.** This Assignment shall not be assignable.
- 23. **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.
- 24. **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.

25. **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.
26. **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.
27. **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
28. **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.
29. **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.
30. **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 discussed in Section Eight (8) written above.

APPROVED BY COMMISSIONERS' COURT ON _____, 2025.

Agenda Item No. _____

Executive Office: _____

CITY OF DONNA

HIDALGO COUNTY

David Moreno, Mayor

Hon. Richard F. Cortez, County Judge

ATTEST:

ATTEST:

_____, 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: _____

ADA Name, Assistant District Attorney

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)