

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, 2nd 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]

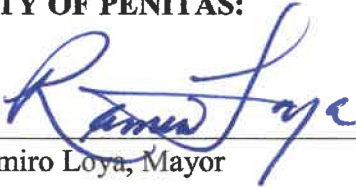
WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON March 18, 2025, ^{no}

Agenda Item No. 98668

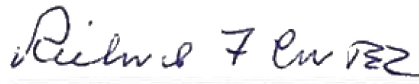
Executive Office: MS

CITY OF PENITAS:



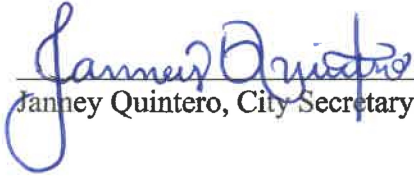
Ramiro Loya, Mayor

COUNTY OF HIDALGO:



Hon. Richard F. Cortez, County Judge

ATTEST:



Janney Quintero, City Secretary

ATTEST:



Arturo Guajardo, Jr., County Clerk



APPROVED AS TO FORM

Office of the Criminal District Attorney,
Toribio "Terry" Palacios



Michelle Lopez (May 9, 2025 11:37 CDT)

Michelle Lopez, Assistant District Attorney

Purchasing - Pct. 2

200 ✓
P 2/1
1. AI-98773 Requesting approval of Guaranteed Maximum Price Amendment provided by RGV Construction, LLC, for "[ARPA-24-340-352] - Construction Manager at Risk for McAllen Health Center Improvement Project" project in the amount of \$1,936,193.62; with authority to issue a Notice to Proceed upon receipt of the required payment and performance bonds.

✓
P 4/1
2. AI-98785 Requesting approval to award job order contractor, SKO Elite Repair, LLC, through HC's membership with TIPS (JOC Contract# 24010402), for the "Aguiles Jaime Garza Park" project in the total amount of \$83,081.94 with authority to issue a Notice to Proceed upon receipt of the required payment bonds.

E. Pct. 3

ok ✓
P 1/4
1. AI-98682 Requesting authority to reject proposals received for "Lease of Land for Dry Solar Farming" (RFP-23-0232-11-29-04).

P 4/1
2. AI-98716 Requesting authority to enter into an Interlocal Agreement between HC and the Texas General Land Office and Veterans Land Board (GLO) for HC Precinct 3 to perform road resurfacing work at the Rio Grande Valley State Veterans Cemetery in Mission.

F. IT Department

ok ✓
P 1/4
1. AI-98699 Requesting approval to purchase Wi-Fi Annual Field Maintenance Services for HC IT Department, through HC's membership with Omnia Partners Cooperative (Contract No. 23-6692-03), from Insight Public Sector Inc., for the total amount of \$530,081.00

G. Community Service Agency

ok ✓
P 4/23
1. AI-98697 Requesting approval of Amendment to the Lease Agreement between HC and BIC Development Corporation for "Public Storage Area" (C-22-0019-03-08), to increase the base rate to **APPROVED**

H. Tax Office Pct. 3

ok ✓
P 1/4
1. AI-98668 Requesting approval to enter into a one (1) year Interlocal Cooperation Agreement between HC and City of Peñitas to assist one another in multiple projects with equipment, materials, and manpower.

I. Sheriff's Office

ok ✓
P 4/1
1. AI-98662 Requesting approval to award contract to Calera Inc., dba Rio Grande Valley Mobile X-Rays, the qualified sole responsive bidder, for "Radiological Diagnostic & Related Mobile Services for Inmates" (C-25-0102-03-18).












C-25-0120-03-18 - ILA w City of Peñitas

Final Audit Report

2025-05-13

Created:	2025-05-08
By:	Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAaKaFzpnf69jEV6wUI2UWHXF8EtBQwB1Kx


"C-25-0120-03-18 - ILA w City of Peñitas" History

-  Document created by Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
2025-05-08 - 4:53:32 PM GMT
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2025-05-08 - 4:56:52 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2025-05-08 - 4:57:01 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2025-05-08 - 4:57:34 PM GMT - Time Source: server
-  Document emailed to michelle.lopez@da.co.hidalgo.tx.us for signature
2025-05-08 - 4:57:37 PM GMT
-  Email viewed by michelle.lopez@da.co.hidalgo.tx.us
2025-05-08 - 6:43:41 PM GMT
-  Signer michelle.lopez@da.co.hidalgo.tx.us entered name at signing as Michelle Lopez
2025-05-09 - 4:37:06 PM GMT
-  Document e-signed by Michelle Lopez (michelle.lopez@da.co.hidalgo.tx.us)
Signature Date: 2025-05-09 - 4:37:08 PM GMT - Time Source: server
-  Document emailed to countyjudge.contracts@co.hidalgo.tx.us for signature
2025-05-09 - 4:37:11 PM GMT
-  Email viewed by countyjudge.contracts@co.hidalgo.tx.us
2025-05-12 - 1:40:14 PM GMT
-  Signer countyjudge.contracts@co.hidalgo.tx.us entered name at signing as Richard F. Cortez
2025-05-12 - 1:46:58 PM GMT



 Document e-signed by Richard F. Cortez (countyjudge.contracts@co.hidalgo.tx.us)


Signature Date: 2025-05-12 - 1:47:00 PM GMT - Time Source: server

 Document emailed to sandra garcia (sandra.solis@co.hidalgo.tx.us) for approval


2025-05-12 - 1:47:03 PM GMT

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2025-05-12 - 3:33:34 PM GMT

 Document approved by sandra garcia (sandra.solis@co.hidalgo.tx.us)


Approval Date: 2025-05-12 - 3:40:35 PM GMT - Time Source: server

 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature

2025-05-12 - 3:40:37 PM GMT

 Email viewed by arturo.guajardo@co.hidalgo.tx.us


2025-05-12 - 3:47:32 PM GMT

 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.

2025-05-13 - 5:48:32 PM GMT

 Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)

Signature Date: 2025-05-13 - 5:48:34 PM GMT - Time Source: server

 Document emailed to Sandra Garcia (sandra.solis@co.hidalgo.tx.us) for approval

2025-05-13 - 5:48:37 PM GMT

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2025-05-13 - 5:49:22 PM GMT

 Document approved by Sandra Garcia (sandra.solis@co.hidalgo.tx.us)

Approval Date: 2025-05-13 - 5:50:58 PM GMT - Time Source: server

 Agreement completed.

2025-05-13 - 5:50:58 PM GMT

