

STATE OF TEXAS

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COUNTY OF HIDALGO

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

THIS Agreement is made on this the _____ day of _____, 2026 between the **CITY OF HIDALGO, TEXAS** by and through its **HIDALGO POLICE DEPARTMENT LAW ENFORCEMENT ACADEMY** and the **COUNTY OF HIDALGO, TEXAS**, by and through The Hidalgo County Office of Emergency Management, hereinafter referred to as the “County”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

WHEREAS, the City of Hidalgo is a home-rule municipality located in Hidalgo County, Texas.**WHEREAS**, the **HIDALGO POLICE DEPARTMENT LAW ENFORCEMENT ACADEMY** is a Texas Commission on Law Enforcement approved law enforcement academy, which provides continuing education unit hours to sworn and non-sworn law enforcement personnel ;

WHEREAS, the **HIDALGO POLICE DEPARTMENT LAW ENFORCEMENT ACADEMY** represents that it is authorized and in good standing to provide Texas Commission on Law Enforcement (TCOLE) in-service training hours to those individuals eligible to receive such hours.

WHEREAS, the County hosts the annual South Texas All Hazards Conference for public health personnel, emergency response managers, first-line supervisors and administrators who will function as incident commanders, emergency management coordinators, public utility workers, local stakeholders at all levels of government, public health, non-profit organizations, and any other entity who respond and provide services during emergencies involving potential public calamities primarily in mitigation, preparedness, response and recovery; and

WHEREAS, the County and the Hidalgo Police Department Law Enforcement Academy desire to enter into this Agreement in an effort to coordinate the issuance of TCOLE in-service training hours to eligible participants of the South Texas All Hazards Conference and make the most efficient use of their resources for necessary training, networking, and professional development as stated herein in the most practicable and efficient manner possible; and

WHEREAS, the Hidalgo Police Department Law Enforcement Academy and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas

Government Code 791.001 et seq., (the “Act”) which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, the Hidalgo Police Department Law Enforcement Academy and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The County agrees to provide participants’ admission to the South Texas All Hazards Conference (“Conference”) at no cost to participants.
2. HIDALGO POLICE DEPARTMENT LAW ENFORCEMENT ACADEMY agrees to provide TCOLE in- service training hours to eligible Conference participants at no cost to the County or to Conference participants. HIDALGO POLICE DEPARTMENT LAW ENFORCEMENT ACADEMY agrees to be solely responsible for and abide by any and all TCOLE in-service training hour issuance and reporting requirements.
3. HIDALGO POLICE DEPARTMENT LAW ENFORCEMENT ACADEMY reserves the right to withhold reporting of TCOLE in -service training hours for any person or persons due to any and all violations of the rules and provisions set forth under Title 37 of the Texas Administrative Code.
4. The Conference will be conducted on March 25 & 26, 2026 and is tentatively scheduled to be held from 8:30 a.m. to 11:30 p.m. and 1:30 p.m. to 5:00 p.m. each day. The County will advise the Hidalgo Police Law Enforcement Academy of all conference classes and speakers. The Hidalgo Police Law Enforcement Academy shall determine which classes are eligible for TCOLE in-service training hour credit as well as the amount of credit attributed to each and advise the County of the same at least forty-five (45) days prior to the commencement of the conference. The County and the Hidalgo Police Law Enforcement Academy shall work cooperatively to address any modifications as needed.
5. HIDALGO POLICE DEPARTMENT LAW ENFORCMENT ACADEMY will provide, whenever staffing availability permits, two representatives to monitor class deliveries and/or assist with onsite registration, if applicable.
6. HIDALGO POLICE DEPARTMENT LAW ENFORCEMENT ACADEMY will provide a sign-in sheet or similar process to document participant attendance.
7. The County will provide hardwired internet connections, tables and chairs for onsite TCOLE registration, if applicable.
8. The County will make available a “quiet room/office” with electric outlets with tables and chairs for the HIDALGO POLICE DEPARTMENT LAW ENFORCMENT ACADEMY personnel.
9. The County will provide general conference registration through online platform.

10. The County will print participant name badges and provide area for participant badge pick up onsite.
11. The County will provide the HIDALGO POLICE DEPARTMENT LAW ENFORCEMENT ACADEMY representative with the training course information/data for TCOLE in-service training hours, to include complete required forms and paperwork for TCOLE submission.
12. The County will provide the HIDALGO POLICE DEPARTMENT LAW ENFORCMENT ACADEMY with instructor qualification documents at least 30 days prior to conference date.
13. **Insurance:** The HIDALGO POLICE DEPARTMENT LAW ENFORCMENT ACADEMY is self-insured. Each entity shall carry sufficient liability insurance at statutorily required limits, pursuant to the Texas Tort Claims Act.
14. **Term & Termination.** Either party may terminate this agreement upon thirty (30) days written notice to the non-terminating party for any reason or no reason at all. This Agreement shall commence as of the day and year first written above and remain in effect for one (1) year.
15. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of the 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 even the affected provision or provision of this Agreement shall by modified only to the extent necessary to bring them within the legal requirement and only during the time such conflicts exists.
16. **No Waiver:** No waiver by any party hereto of any breach of any provision of this 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:** The Agreement contains the entire contact among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements 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 Parties, and not otherwise.
18. **Liabilities:** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither Party waives, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.
19. **Indemnification:** **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**

24. **Authority to Execute:** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolution, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
25. **Governmental Purpose:** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
26. **Severability:** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of the Agreement, and such part of the Agreement will be deemed to have been stricken hereto from and the remainder of the Agreement will have the same force and effect as if such part or parts had never been included herein.
27. **Controlling 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.
28. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
29. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and singular shall include the plural whenever and so often as may be appropriate.
30. **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, or disability.
31. **Commitment of Current Revenues.** In the event that during the 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 thirty (30) days written notice to the other party. Each of the parties hereto agrees 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.

[SIGNATURE PAGE TO FOLLOW]

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

HIDALGO COUNTY, TEXAS

HIDALGO POLICE DEPARTMENT LAW ENFORCEMENT ACADEMY

Hidalgo County Judge, Richard Cortez

Printed Name

Date

Title

Date

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By: _____
Robert Viña, III, Assistant District Attorney