



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 21st day of March, 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 Interlocal 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: MS

CITY OF PALMHURST

HIDALGO COUNTY

Fred del Barrio
Fred del Barrio, Mayor

Richard F. Cortez
Hon. Richard F. Cortez, County Judge

ATTEST:

ATTEST:

Richard Garcia
Richard Garcia, City Secretary

Arturo Guajardo, Jr.
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: Carlos E. Ortegón
Carlos E. Ortegón, City Attorney

Robert Viña III
Robert Viña III (Apr 17, 2025 12:32 CDT)
Robert Viña III, Assistant District Attorney

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

Hidalgo Health Clinic Facility Construction Project;

| Evaluated Firms | 8/A Builders, LLC | BM Benchmark Construction, LLC | Herrcon, LLC | RGV Construction, LLC | Tri-Gen Construction, LLC | Triun, LLC |
|-----------------|-------------------|--------------------------------|--------------|-----------------------|---------------------------|------------|
| Evaluator No. 1 | 4 | 1 | 3 | 6 | 2 | 5 |
| Evaluator No. 2 | 4 | 1 | 2 | 6 | 3 | 5 |
| Evaluator No. 3 | 4 | 1 | 2 | 5 | 3 | 6 |
| Total | 12 | 3 | 7 | 17 | 8 | 16 |
| Ranking | 4 | 1 | 2 | 6 | 3 | 5 |

P1/3 ✓

P3/1 ✓

B. Requesting authority for the Purchasing Department to negotiate a construction manager at risk services agreement commencing with the No. 1 ranked firm of BM Benchmark for [ARPA-22-340-088] - Construction Manager at Risk for Hidalgo Health Clinic Facility Construction Project

2. AI-98850 Requesting authority to award construction contract (C-25-0063-04-01) for the "Recreational Trails Connectivity Project- Mission Segment 2 (from Bryan Rd to Taylor Rd)" to the lowest bidder, RBM Contractors, LLC. for the total amount of \$1,696,696.27 (Base Bid); with the authority to issue a Notice to Proceed upon receipt of the required payment & performance bonds.

B. Pct. 3

OK ✓

1. AI-98923 Requesting approval to award job order contractor, 8/A Builders, LLC, through HC's membership with TIPS (JOC Contract# 23010402), for the "Anzalduas Park Restrooms Remodel" project in the amount of \$75,887.55 with authority to issue a Notice to Proceed upon receipt of the required payment bonds.

2. AI-98878 Requesting approval of **APPROVED** "Sole Source Declaration Service Agreement" with Agua Special Utility District, for the HC Precinct 3 La Mansion Health Clinic Subdivision in the amount of \$14,492.00

3. AI-98871 Requesting approval to enter into a one (1) year Interlocal Cooperation Agreement between HC and the City of Palmhurst to assist one another in multiple projects with equipment, materials, and manpower.

C. IT Department

OK ✓ P4/3

1. AI-98892 A. Requesting exemption from competitive bidding requirements under Texas Local Government Code, 262.024(a)(7)(A) an item that can only be obtained from one source because of the existence of patents, copyrights, secret processes or monopolies; B. Requesting acceptance and approval of the "Sole Source Declaration" for Charles Graham dba SyntaxWare, for AccuTime Maximus Time Clocks to be utilized by HC IT Department, with said declaration to remain in effect while the declaration is in place or until revoked by HCCC;

P3/4 ✓












C-25-0077-04-01 - ILA w City of Palmhurst

Final Audit Report

2025-04-22

| | |
|-----------------|--|
| Created: | 2025-04-17 |
| By: | Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAFBw8YsD05VLUzfFEHz_lwzzBz8gBsByQ |


"C-25-0077-04-01 - ILA w City of Palmhurst" History

-  Document created by Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
2025-04-17 - 4:41:30 PM GMT
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2025-04-17 - 4:44:11 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2025-04-17 - 4:44:36 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2025-04-17 - 4:45:07 PM GMT - Time Source: server
-  Document emailed to robert.vina@da.co.hidalgo.tx.us for signature
2025-04-17 - 4:45:10 PM GMT
-  Email viewed by robert.vina@da.co.hidalgo.tx.us
2025-04-17 - 5:08:07 PM GMT
-  Signer robert.vina@da.co.hidalgo.tx.us entered name at signing as Robert Viña III
2025-04-17 - 5:32:02 PM GMT
-  Document e-signed by Robert Viña III (robert.vina@da.co.hidalgo.tx.us)
Signature Date: 2025-04-17 - 5:32:04 PM GMT - Time Source: server
-  Document emailed to countyjudge.contracts@co.hidalgo.tx.us for signature
2025-04-17 - 5:32:07 PM GMT
-  Email viewed by countyjudge.contracts@co.hidalgo.tx.us
2025-04-21 - 6:27:09 PM GMT
-  Signer countyjudge.contracts@co.hidalgo.tx.us entered name at signing as Richard F. Cortez
2025-04-21 - 6:28:24 PM GMT



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


Signature Date: 2025-04-21 - 6:28:26 PM GMT - Time Source: server

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


2025-04-21 - 6:28:29 PM GMT

 Email viewed by sandra garcia (sandra.solis@co.hidalgo.tx.us)

2025-04-21 - 6:28:35 PM GMT

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


Approval Date: 2025-04-21 - 8:32:01 PM GMT - Time Source: server

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

2025-04-21 - 8:32:03 PM GMT

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


2025-04-22 - 3:48:24 PM GMT

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

2025-04-22 - 3:48:54 PM GMT

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

Signature Date: 2025-04-22 - 3:48:56 PM GMT - Time Source: server

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

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Approval Date: 2025-04-22 - 4:19:01 PM GMT - Time Source: server

 Agreement completed.

2025-04-22 - 4:19:01 PM GMT

