

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

This Agreement is made on this the _____ day of _____, 2026, by and between the **CITY OF MCALLEN, TEXAS**, hereinafter referred to as “City”, and the **COUNTY OF HIDALGO, TEXAS**, by and through **HIDALGO COUNTY PRECINCT 4**, hereinafter referred to as “County”, pursuant to the provisions of the Texas Interlocal Cooperation Act (the “Act”), Chapter 791 et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the City is a home rule 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 the located in Hidalgo County, Texas;

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

WHEREAS, the City and County, each pursuant to its statutory and constitutional authority, are responsible for certain governmental functions and services related to parks and recreation within their boundaries;

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Gov’t. Code 791.001, et seq., which authorizes units of local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County desire to purchase and install a park fitness court at Zinnia Park (the “Park”) for the purpose of enhancing public recreational amenities within the City and for the use of City and County residents;

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

1. County’s Responsibilities:

- County agrees to purchase outdoor exercise equipment with custom art work design approved for installation at the Park.

2. **City's Responsibilities:**

- City coordinate the installation of the equipment in accordance with the applicable safety standards, manufacturer specifications, and local codes.
 - City will accept ownership of the equipment upon completion of installation.
 - City shall thereafter assume full responsibility for:
 - Operation, maintenance, repair, and replacement of the equipment;
 - Routine inspections and compliance with applicable safety standards;
 - Any liability associated with public use of the equipment following installation.
3. This Agreement is limited to the purchase and installation of the exercise equipment described herein. The County shall have no continuing obligation or liability related to the equipment after transfer of ownership. No ongoing financial obligation is required of County following installation and transfer of ownership.
 4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
 5. **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 a conflict between and provisions of their 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 provisions or provision of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists.
 6. **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.
 7. **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.
 8. **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 City hereby consent to personal jurisdiction in Hidalgo County, Texas.

9. **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 McAllen, Texas
Attn: **Javier Villalobos, Mayor**
1300 Houston Avenue
McAllen, Texas 78501

With copy to: City of McAllen
Attn: **Denny Meline,**
Director of Parks & Recreation
P.O. Box 220
McAllen, TX 78505-0220

If to County: County of Hidalgo
Attn: **Richard F. Cortez, County Judge**
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

With copy to: Hidalgo County Precinct 4
Attn: **Ellie Torres, Commissioner**
1051 North Doolittle Road
Edinburg, Texas 78589

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 to the benefit of the parties hereto

and their respective successors and assigns where permitted by this Agreement.

12. **Assignments:** This Assignment shall not be assignable.
13. **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.
14. **Authority to Execute:** The execution and performance of the Agreement by City and County have been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
15. **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 for the paying party, as herein provided.
16. **Commitment of Current Revenues Only:** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to City. County agrees, however, to use reasonable 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 County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:*
17. **Term:** The effective date of this agreement shall be the date first written above. The Agreement expires upon completion of the Project and satisfaction of all obligations contained herein, unless terminated earlier in accordance with this Agreement.
18. **Termination:** This agreement may be terminated at any time in writing by mutual agreement of the parties or terminated by either party with thirty (30) days' notice, in writing, to the other party.
19. **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.
20. **Non-Discrimination:** City and County, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national

origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. *See* Title VI of the Civil Rights Act of 1964, as amended.

21. Required Contract Provision for Contracts Subject to Federal Award (if applicable):

Pursuant to 2 CFR 200.326, 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. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses can be found in the revised 2 CFR 200.

22. 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 revised 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

23. 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.

24. 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.

25. Prior Agreements: This Agreement supersedes and terminates all previous Interlocal Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY OF HIDALGO, TEXAS

BY: _____
Richard F. Cortez, Hidalgo County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

CITY OF MCALLEN

BY: _____
Javier Villalobos, Mayor

ATTEST:

Perla Lara, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

Evaristo Garcia, Jr.
Deputy City Attorney

Approved by the Hidalgo County Commissioner's Court on _____.

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's
Office Toribio "Terry" Palacios

By:

Michelle Lopez, Assistant District Attorney

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APPROVAL OF INTER-LOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby the County of Hidalgo and the City of McAllen desire to engage in a project for the installation of park equipment at Zinnia Park within the City of McAllen, a section of which is within Hidalgo County Precinct 4 limits, through an Interlocal Cooperation Agreement to be entered into between the City of McAllen, Texas, and Hidalgo County.

By vote on _____ 2026, the Hidalgo County Commissioners Court has approved the Project identified above.

Richard Cortez, COUNTY Judge

ATTEST:

Arturo Guajardo, Jr., COUNTY Clerk

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By: _____
Michelle Lopez, Assistant District Attorney