

STATE OF TEXAS :
 :
COUNTY OF HIDALGO :

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, THE COUNTY OF HIDALGO COMMUNITY
SERVICE AGENCY AND THE LOWER RIO GRANDE VALLEY WORKFORCE
DEVELOPMENT BOARD

THIS Agreement is made on the 10th day of September 2009, by and between the COUNTY OF
HIDALGO, hereinafter referred to as "County of Hidalgo", the COUNTY OF HIDALGO
COMMUNITY SERVICE AGENCY, hereinafter referred to as "CHCSA" and the LOWER
RIO GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD, hereinafter referred
to as "Workforce Solutions" as follows:

WITNESSETH:

WHEREAS, County of Hidalgo is a county in Texas;

WHEREAS, County of Hidalgo Community Service Agency is an agency of the
County of Hidalgo that provides services to the eligible residents of the County of
Hidalgo to ameliorate the causes of poverty;

WHEREAS, Workforce Solutions is a Local Workforce Development Board created
under, Tex. Gov't. Code Section 2308.253 and is a state agency as defined in Tex. Gov't.
Code Section 771.002(1) (C);

WHEREAS, County of Hidalgo, County of Hidalgo Community Service
Agency, and Workforce Solutions desire to cooperate in the implementation of a Texas
Department of Housing and Community Affairs Grant under the Community Services
Block Grant, 42 U.S.C. §9901 et. seq. funded under the American Recovery and
Reinvestment Act (ARRA), Public Law 111-5, to provide services and activities of the type
specified in 42 U.S.C. §9907(b); a program designed to provide a wide range of
employment-related services.

WHEREAS, County of Hidalgo, County of Hidalgo Community Service Agency

and **Workforce Solutions** agree that it is in the best interests of the residents of Hidalgo County that **Workforce Solutions** serve in its capacity as the provider of workforce development services utilizing its service delivery infrastructures and systems.

WHEREAS, County of Hidalgo, County of Hidalgo Community Service Agency and **Workforce Solutions** are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq and the Interagency Cooperation, Texas Government Code Section 771.001, et seq. respectively

NOW, THEREFORE, County of Hidalgo, County of Hidalgo Community Service Agency and **Workforce Solutions**, in consideration of the mutual covenants expressed hereinafter, agree as follows:

The parties agree to accept and adopt the Statement of Work attached hereto as "Attachment - A", hereinafter referred to as the County of Hidalgo Community Service Agency Recovery Act Plan and to implement said plan within the governing and reporting requirements contained in "Attachment - B" Texas Department of Community and Housing Affairs Contract/Grant.

1. The term of this Agreement shall be from the 10th day of September, 2009 through September 30, 2010.
2. **Workforce Solutions** agrees to serve as the authorized representative for the delivery of "Post CHCSA Eligibility" workforce development services identified in the "Recovery Act Plan" for **County of Hidalgo Community Service Agency** referred clients within the County of Hidalgo who, after appropriate action as governed by the County of Hidalgo, authorizes Workforce Solutions.
3. In coordination with all parties, **Workforce Solutions** agrees to accept referred clients.
4. In coordination with all of the parties, **County of Hidalgo** and **County of Hidalgo Community Service Agency** and **Workforce Solutions** agree that clients referred for workforce development services will be through **Arbor E&T**. This includes but is not limited to:
 - Documenting CHCSA Eligibility of referred clients
 - Assessment(s)
 - Referral to employment training services
 - Provision of Supportive Services
 - Tracking of clients
 - Tracking of expenditures
 - Payments for services rendered

5. **Conflict of Interest.** Conflict of Interest shall be avoided by both parties in compliance with 20 CFR Part 627.420(c) for all issues within this Agreement. No Director of the WFS Board shall cast a vote on, nor participate in any decision related to the provision of services by such Director (or any organization which that Director directly represents), nor on any matter which would provide direct financial benefit to that Director. No employee, member or subcontractor of the Board, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any Board decision relating to this Agreement which may affect his/her personal pecuniary interest.

6. **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 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 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 requirements and only during the time such conflict exists.

8. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. **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 **Workforce Solutions, COUNTY OF HIDALGO** and **County of Hidalgo Community Service Agency** and not otherwise.

10. **TEXAS LAW TO APPLY.** 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.

11. **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 Workforce Solutions: Yvonne "Bonnie" Gonzalez
Chief Executive Officer
3101 W. Business 83
McAllen, Texas 78501

If to County: J.D. Salinas
County Judge
100 E. Cano
Edinburg, Texas 78539

If to County of Hidalgo
Community Services Agency: Maribel Navarro-Saenz
Executive Director
2524 N. Closner
Edinburg, Texas 78540

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.

12. **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.
13. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
14. **Assignment.** This Agreement shall not be assignable.
15. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
16. **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.

17. **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 **Workforce Solutions**, the **County of Hidalgo** and the **County of Hidalgo Community Service Agency** in accordance with its terms.
18. **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.
19. **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. 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.

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

COUNTY OF HIDALGO

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY

J.D. Salinas
County Judge

Maribel Navarro-Saenz
Executive Director

WORKFORCE SOLUTIONS

Yvonne "Bonnie" Gonzalez,
Chief Executive Officer