

STATE OF TEXAS

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COUNTY OF HIDALGO

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**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY JUVENILE BOARD
AND HIDALGO COUNTY**

THIS AGREEMENT is made on this the 18th day of May , 2010, by and between **HIDALGO COUNTY JUVENILE BOARD**, hereinafter referred to as "Board", and **HIDALGO COUNTY**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Board currently utilizes the procurement services of County for expediency and efficiency;

WHEREAS, Board and County desire to reduce their practice of procurement to a written document;

WHEREAS, the parties hereto have determined it is beneficial to both parties to continue this relationship and that the compensation to County hereunder is reasonable for the services provided by County to Board; and

WHEREAS, Board 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, Board and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Duties of County.

County agrees to provide employee (s) in the County Purchasing Department for provision of procurement services for the Board who shall utilize purchasing procedures as specified in the Texas Local Government Code. .

2. Additional Services. County may, upon request by the Board, provide any additional services upon such terms and conditions as may be mutually agreed to between Board and County.

3. Term of Agreement. Unless termination occurs under the provisions of Paragraph 5.C of this Agreement, the term of this Agreement shall be one (1) year from the date hereof. This Agreement shall automatically renew for additional one (1) year periods unless prior to any anniversary date hereof, any party notifies the other in writing at

least ninety (90) days prior to any such anniversary date of such party's termination of this Agreement on the next occurring anniversary date.

4. Compensation of County. County shall be entitled to payment for services performed in the administration of this Agreement. Such payment shall be in accordance with the schedule hereto attached as Exhibit "A", which payments shall be made by the Board within five (5) business days after receipt by the Board of County's statement setting forth the amount due. If County fails to receive such payments within ten (10) business days after transmittal of such statement to Board, then County shall have the right to terminate this Agreement upon ten (10) days written notice.

5. Miscellaneous.

- A. This Agreement may be modified or amended only by agreement in writing executed by the Board and County, and not otherwise.
- B. This Agreement, including any exhibit attached hereto, constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
- C. Except as elsewhere provided herein, this Agreement is not assignable by either County or Board, in whole or in part. Notwithstanding anything to the contrary herein, the Board may, upon ninety (90) days written notice to County, terminate this Agreement upon County's negligence or willful misconduct in the administration of its duties under this Agreement.
- D. The parties hereto each represent and warrant to the other that it has full right and authority to enter into this Agreement and to perform its obligations hereunder and that all actions required by law to be taken by each party as a condition precedent to the valid execution of this Agreement have been taken, and assuming due authorization, execution and delivery by the parties hereto, this Agreement constitutes a legal, valid and binding obligation of the parties enforceable in accordance with its terms.
- E. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
- F. County shall at all times be deemed an independent contractor with the Board and this Agreement shall not be deemed to constitute the County as a partner or joint venture with Board.
- G. Nothing herein contained shall be construed as prohibiting County from entering into agreements with other parties, which agreements are similar

in nature or which contemplate activities similar to this Agreement.

- H. **Notice.** Addresses for all notices, requests, demands or other documents which may be required to be given or delivered in accordance with the Agreement are as follows:

District: Hidalgo County Juvenile Board
P. O. Box 267
Edinburg, Texas 78540

County: Hidalgo County, Texas
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

- I. **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.
- J. **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 this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.
- K. **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.
- L. **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.
- M. **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 Ann. Section 271.903.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

HIDALGO COUNTY, TEXAS

Rene E. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

**HIDALGO COUNTY
JUVENILE BOARD**

By: _____
Hon. Mario E. Ramirez, Jr., 332nd District
Court Juvenile Department Overseer

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"

INTERLOCAL COOPERATION AGREEMENT

SCHEDULE OF PAYMENTS

The Board agrees to pay County Annually and in advance:

1. For performing the duties set forth under this Agreement the sum of \$1.00 annually.
2. For providing Additional Services referred to in numbered paragraph 2 of this Agreement, an amount to be determined by mutual consent of the County and Board.