

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF EDINBURG  
AND HIDALGO COUNTY

THIS Agreement is made on this the 22nd day of Nov., 2010 by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County", and the CITY OF EDINBURG, TEXAS, hereinafter referred to as "Edinburg" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County, pursuant to its statutory and constitutional authority, is responsible for construction, maintenance and operation of a court house and other buildings and facilities for the carrying out of County business, and

WHEREAS, Edinburg, pursuant to its statutory and constitutional authority, is responsible for construction, maintenance and operation of buildings and facilities for the carrying out of city business: and

WHEREAS, Edinburg owns and operates a Council Chamber Facility at City Hall, located in the City of Edinburg, at 415 West University Drive, and generally described as Lots 1-12, Block 228, Original Townsite of the City of Edinburg, as per map or plat thereof, recorded in the Real Property Records of Hidalgo County, Texas, together with an off-street parking facility consisting of a total of 159 parking spaces including 7 handicap, facing University Drive, South of the Council Chambers Facility (said building, grounds and parking facility being collectively herein referred to as the "Council Chambers Facility"); and

WHEREAS, County is in the process of renovating the old administration building located at 100 E. Cano Street and is having to relocate existing scheduled meetings; and

WHEREAS, County's said scheduled meetings could be more efficiently accomplished if County were to utilize Council Chambers Facility for that purpose; and

WHEREAS, Edinburg has agreed to permit County to use Council Chambers Facility for such purposes upon the terms and conditions herein set forth.

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

- Edinburg grants to the County the exclusive use of Council Chambers Facility on a weekly basis as referenced in "Exhibit A". If a County legal holiday arises, then the County shall have the exclusive use chambers on the following scheduled date. Use of Council Chambers Facility by County for workshops and/or committee meetings will be scheduled as chambers are available and with reasonable notice to Edinburg and no less than 72 hours. Edinburg reserves the right to exclusive use of Council Chambers Facility on any day including days referenced in "Exhibit A" upon 72 hours notice to County if the day is a day referenced in "Exhibit A."
- Edinburg will be responsible for setting up a dais, chairs, and nameplates, as requested by County, and will provide an adequate public address system for the use of Council Chambers Facility. Edinburg will film, live stream online and on the Edinburg Cable Network (ECN 12), edit and provide a finished product for rebroadcast of proceedings.

Edinburg will accommodate County court recording equipment for the duration of the contract. Edinburg will reserve five (5) parking spaces for use by County Judge and Commissioners during County's use of Council Chambers Facility under this Agreement.

County, together with the execution of this Agreement, will pay Edinburg on a per-meeting basis per the schedule attached as Exhibit "B," which shall be payable within thirty (30) days' invoice by Edinburg together with the mutual benefits to Edinburg and County as agreed by the parties represents adequate consideration for the agreements herein contained.

County agrees to list Council Chambers Facility as a facility of County on its liability insurance policies, or to include Council Chambers Facility in any self-insurance plan, as applicable. County, upon request of Edinburg, will provide Edinburg with proof of such insurance.

The term of this Agreement shall commence upon execution on January 1, 2011 by the parties hereto, and shall terminate on the last day of December, 2011, unless extended by County as provided in numbered paragraph 6 below.

County may extend this agreement for additional terms of one year each, by giving written notice of such extension to Edinburg at least thirty (30) days prior to the end of the then-current term. Each such renewal term shall begin on 1/1 immediately following the expiration of the previous term and shall continue until the last day of December in the following calendar year. Either party may terminate this contract at the end of each extension by giving at least 90 days written notice to the other party.

Edinburg represents and warrants that the Council Chambers Facility is in compliance with Americans with Disabilities Act, and similar state and local accessibility laws, and regulations issued pursuant hereto.

County will be in compliance with all City and State safety regulations including but not limited to fire and occupancy ordinances and regulations.

County will comply with all rules for the use of Council Chambers Facility, including but not limited to ensuring that no food or drinks are allowed in Council Chambers during its use, other than the Executive Session Room.

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 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.

No Waiver. No waiver by and 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.

Entire Agreement. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations 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 hereto, and not otherwise.

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.

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 address as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: Hidalgo County, Texas  
Attention: County Judge  
1615 S. Clossner, Suite J  
Edinburg, Texas 78539

With a copy to: Executive Officer  
2818 S. Business Hwy 281  
Edinburg, Texas 78539

If to Edinburg: City of Edinburg  
Attention: City Manager  
P.O. Box 1079  
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.

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.

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.

Assignment. This Agreement shall not be assignable.

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.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of the Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligation of the parties hereto in accordance with its terms.

Performance of Government Functions. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions,

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 Edinburg. 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 pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

COUNTY OF HIDALGO, TEXAS

Approved by Commissioners' Court  
on 11/22/10

By: [Signature]  
Ramon Garcia, County Judge

ATTEST:

By: [Signature]  
Arturo Guajardo, Jr., County Clerk

CITY OF EDINBURG, TEXAS

By: [Signature]  
Richard H. Garcia, Mayor

ATTEST:

By: [Signature]  
City Secretary



APPROVED AS TO FORM:  
Gonzalez Palacios, L.L.P.

By: [Signature]  
City Attorney

APPROVED AS TO FORM

By: [Signature]  
Josephine L. Ramirez  
Assistant Criminal District Attorney,  
County Affairs

## EXHIBIT "A"

### SCHEDULE OF MEETINGS

- Hidalgo County Commissioners' Court Meetings
- Tuesdays, 9:00 AM
- Workshops/Committee Meetings as needed
  
- Drainage District No. 1
- Tuesdays, 8:30 AM
  
- Civil Service Meetings
- 2<sup>nd</sup> Thursday of the Month, 5:30 PM

**City of Edinburg**  
CITY OF EDINBURG-HIDALGO COUNTY INTERLOCAL PROPOSAL

	Estimated Hours per Meeting	Estimated Yearly Hours	Personnel Cost per Hour	Personnel Cost per Year	Utility Cost per Hour	Utility Cost per Year	Total Cost per Year	Total Cost per Hour	Total Cost per Meeting
Hidalgo County Commissioners Court Meetings and Drainage District No. 1 Meetings	6	312	\$ 145.00	\$45,240.00	\$ 12.70	\$ 3,962.40	\$ 49,202.40	\$ 157.70	\$ 946.20 *
Civil Service Meetings	1.5	18	26.77	481.86	12.70	228.60	710.46	39.47	59.21 **
Civil Service Meetings (Security after 5:00 P.M.)	2	24	9.30	223.20	0.00	0.00	223.20	9.30	18.60 ***
<b>Total</b>		<b>354</b>	<b>\$ 181.07</b>	<b>\$45,945.06</b>	<b>\$ 25.40</b>	<b>\$4,191.00</b>	<b>\$ 50,136.06</b>	<b>\$ 206.47</b>	<b>\$ 1,024.01</b>

Note-City Personnel not required  
This Schedule does not include any Information Technology Personnel cost.

Source-City of Edinburg Finance Department  
Unaudited information for Management use only.

\* \$946.20 x 52 weeks=\$49,202.40  
\*\*\$59.21 X 12 months=\$710.46  
\*\*\*\$18.60 X 12 months=\$223.20

November 15, 2010