

**INTERLOCAL AGREEMENT BETWEEN COUNTY OF HIDALGO AND TEXAS A&M
UNIVERSITY ACTING BY AND THROUGH TEXAS A & M UNIVERSITY COLONIAS
PROGRAM TO ESTABLISH A HIDALGO COUNTY PRECINCT 4 SAN CARLOS
COMMUNITY RESOURCE CENTER**

STATE OF TEXAS §

COUNTY OF HIDALGO §

This Agreement, made on the ____ day of _____, 2014, by and between Hidalgo County, a political subdivision of the State of Texas (“County”) and Texas A&M University acting by and through Texas A & M University Colonias Program, an agency of the State of Texas (“University”) is as follows:

WITNESSETH

WHEREAS, County is in the process of constructing a multi-purpose Facility to provide a variety of services (the “Facility”) to help improve the self-sufficiency, health and well-being of the residents of the colonia area known as San Carlos; and

WHEREAS, University has experience in assisting and operating multi-purpose facilities in counties;

WHEREAS, University desires to provide assistance in the operation of the Facility;

NOW THEREFORE, County and University in consideration of the mutual obligations herein and other good and valuable consideration the receipt of which is hereby acknowledge agree to utilize and manage the Facility pursuant to the terms, conditions and covenants set forth as follow, to wit:

1. County agrees that Facility will be made available, subject to scheduling and compliance with reasonable, lawful regulations promulgated by County, for a variety of Services (as hereinafter defined) that may be provided by county, state, federal and private not for profit entities. These Services shall include,

but are not necessarily limited to, education, health, human services, youth, elderly, housing, and job training programs.

2. County agrees to make the Facility available for all County residents and service providers without regard to race, age, sex, religion, national origin, or disability.
3. County may lease the Facility, at County's sole discretion, to one or more third parties (collectively "Third Party") and enter into leases or property management contract with such Third Party, so long as the use of Facility is limited to provision of Services as described herein above, and so long as the lease terms do not diminish this Agreement between University and County.
4. Maintenance and operating costs shall be paid by County, or its Third Party lessee, if any, and shall include but not be limited to: all utilities (electricity, water, sewer and garbage pickup), telephone (three lines minimum), office and cleaning supplies, custodial and maintenance activities, required for daily maintenance activities required for daily maintenance of toilet and kitchen fixtures, and periodic maintenance of plumbing systems, HVAC systems, electrical fixtures, doors, windows, floors, painting, roof repairs, handicap ramps and signage, and for provision of security (if determined by County to be necessary).
5. Following completion of the construction of the Facility and acceptance thereof by County, County shall be solely responsible for all maintenance, operation and supervision of Facility subject to numbered paragraph 7 herein below. Any requests by University to County concerning maintenance and operating supplies for Facility shall be reviewed expeditiously by County.
6. Salary for the Facility Director ("Center Director") shall be paid by County or Third Party (which Third Party must be approved by County and University).
7. For a minimum period of three (3) years after the beginning of regular operation of Facility, County shall, as owner of Facility, require Center Director to report to a representative of University, who will be the Center Director's direct supervisor for coordinating use of Facility for Services mentioned above. During such three (3) year period, County agrees to require

Center Director to consult with University's with respect to all aspects of operation of Facility. If University determines that Center Director has failed to perform satisfactorily, County and University agree that County shall consider University's recommendation that County replace the Center Director. During such three (3) year period, County and University agree to consider the recommendations of residents of the colonias in the San Carlos area serve by Facility and that these recommendations be received and considered as Center Director and University representative coordinate the uses of the space in Facility. At the conclusion of such three (3) year period, this item of this Agreement shall be reviewed by County and University and extended, if it is mutually agreed in writing.

8. University and County intend that Facility shall provide a place for the delivery of education, health, human services, youth, elderly, job training, housing and other programs in the colonia area of San Carlos. For a minimum period of three (3) years after beginning of regular operation of Facility, County shall only modify the uses of the Facility after consulting with University;
9. County shall require the Center Director to maintain records regarding use of Facility and seek from service providers records regarding use of Facility by service providers to the extent allowed by law or regulation. In addition, County agrees to provide University free access to Facility and Services on a monthly basis.
10. To the extent permitted by the laws and constitution of the State of Texas, University shall defend, indemnify and hold harmless County and all its officers, agents, employees and assignees from all suits, actions or other claims of any character brought for or on account of injury to persons and/or loss, theft, damage to or destruction of property of whatever kind or nature sustained by any person, persons or property on account of any intentional or negligent act committed by University, its agents or employees arising out of the performance of the services to be rendered under this contract, including any claims or suits by Contractors, regardless of whether such persons are or are not acting within the scope of their employment at the time.

11. To the extent permitted by the laws and constitution of the State of Texas and with mutual understanding that this indemnity obligation cannot be paid from current revenues and that no tax nor interest and sinking fund has been set, adopted or established for payment of this indemnity obligation, County shall defend, indemnify and hold harmless University and all its officers, agents, employees and assignees from all suits, actions or other claims of any characters brought for or on account of injury to persons and/or loss, theft, damage to or destruction of property whatever kind or nature sustained by any person, persons or property on account of any intention or negligent act committed by County, its agents or employees arising out of the performance of the services to be rendered under this agreement, including any claims or suits by contractors, regardless of whether such persons are or are not acting within the scope of their employment at the time.
12. For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing; and
13. All notices or communications to either party by the other will be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein:

FOR COUNTY OF HIDALGO:

Hidalgo County Commissioner Pct. 4
Attention: Joseph Palacios, Commissioner
1102 N. Doolittle Road
Edinburg, Texas 78539

FOR TEXAS A&M UNIVERSITY ACTING BY AND THROUGH TEXAS A & M UNIVERSITY COLONIAS PROGRAM:

Oscar Muñoz, Director
Texas A & M University Colonias Program
9350 South Presa Street, Suite 110
San Antonio, Texas 78223

14. The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then such provision will be severed and will not affect the remainder of this Agreement; and
15. This Agreement shall be in effect for a minimum period of three (3) years after date of signature ("Term"). At the conclusion of such three (3) year period, this Agreement shall be reviewed by County and University and extended, if it is mutually agreed in writing.
16. **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 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 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.
17. **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.
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 University and County, and not otherwise.

19. 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 PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

20. 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.

21. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

22. Assignment. This Agreement shall not be assignable.

23. 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 paragraph hereof.

24. 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.

25. Authority to Execute. The execution and performance of this Agreement by University and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of University and County in accordance with its terms.

26. 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.

27. 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. §271.903.

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

COUNTY OF HIDALGO, TEXAS

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr. County Clerk

TEXAS A&M UNIVERSITY

ATTEST:

By: _____
Dr. Ray M. Bowen, President

By: _____