

STATE OF TEXAS       :  
                                  :  
COUNTY OF HIDALGO   :

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE COUNTY OF HIDALGO AND THE LOWER RIO GRANDE VALLEY  
WORKFORCE DEVELOPMENT BOARD**

THIS Agreement is made on the \_\_\_\_ day of \_\_\_\_\_ 2015, by and between the **COUNTY OF HIDALGO**, hereinafter referred to as “**County of Hidalgo**”, 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, 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 and Workforce Solutions** desire to cooperate in the implementation of the **NATIONAL DISLOCATED WORKER DISASTER GRANT PROJECT** funded by the Department Of Labor through the Texas Workforce Commission under the Workforce Innovation and Opportunity Act (WIOA) National Dislocated Worker (NDW) Disaster to assist affected Local Workforce Development Areas (workforce areas) in providing services to individuals affected by severe storms in the affected Lower Rio Grande Valley Local Workforce Development Board area as provided in Federal Emergency Management Agency (FEMA) disaster declaration FEMA-4223-DR, as amended. The Grant shall provide temporary employment opportunities to assist with cleanup and recovery efforts in communities impacted by severe storms in the Board area. NDWs are WIOA dislocated worker discretionary funds awarded to states by the U.S. Secretary of Labor in response to a natural disaster or other circumstances. NDW funds supplement local recovery efforts through a Temporary Jobs program that places dislocated workers in subsidized employment opportunities assisting in their communities' recovery efforts.

**WHEREAS, County of Hidalgo 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 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 "Hidalgo County Recovery Efforts Plan" inclusive of Worksite Agreements for each Hidalgo County Precinct.

1. The term of this Agreement shall be from the \_\_\_\_\_ day of \_\_\_\_\_, 2015 through June 30, 2016.
2. **Workforce Solutions** through its Contractor for Management and Operations of its Workforce Solutions Centers, **C2 Global Professional Services, LLC** will refer eligible individuals to fill the temporary jobs based on the Hidalgo County Recovery Efforts Plan.
3. **C2 Global Professional Services, LLC** will:
  - Determine eligibility of applicants according to the requirements of the NDW Grant
  - Refer to Hidalgo County Precincts
  - Provide necessary work/safety equipment to each worker
  - Provide project orientations to each worker
  - Provide and maintain timesheets for hours worked by each worker
  - Issue payment for wages for hours work directly to each worker
  - Provide designated Precinct staff with information related to workers
  - Address personnel and/or job performance issues that may occur
4. **County Of Hidalgo** will:
  - designate contact persons for each Precinct
  - coordinate with Workforce Solutions and C2 Global Professional Services, LLC on establishment of an implementation plan and referral procedure
  - provide orientations, supervision and necessary reports as requested
  - maintain records on worker's work schedules
  - assist in resolving personnel issues and/or job performance issues that may occur

- agree to cooperate with any monitoring of the project by Workforce Solutions or other designated entity
  - authorize the execution of worksite agreements between precincts and C2 Global Professional Services, LLC.
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 **Hidalgo County Community Services 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:

3101 W. Business 83  
McAllen, Texas 78501

If to County:

If to Hidalgo County

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 Hidalgo County Community Services**

**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**

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**WORKFORCE SOLUTIONS**

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