

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL AND THE COUNTY OF HIDALGO

Road to Recycling Project

This Agreement is made on the _____ day of _____, 2017 by and between The Lower Rio Grande Valley Development Council, (“LRGVDC”), and the County of Hidalgo, Texas (“County”), (collectively, the “Parties”), and pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (“Act”) as follows:

WITNESSETH:

WHEREAS, LRGVDC is a Regional Planning Commission serving Cameron, Hidalgo, and Willacy County, and a political subdivision of the State of Texas; and

WHEREAS, County is a “local government” as defined by the Act, and a political subdivision of the State of Texas; and

WHEREAS, the use of the phrase “the Region” may include the three-county Region of Cameron, Hidalgo, and Willacy; and

WHEREAS, the County and LRGVDC desire to enter into an Agreement to address the illegal dumping of scrap tires throughout the County of Hidalgo and the Region; and

WHEREAS, This issue has become a severe epidemic causing hazardous waterways, threatening economic development, impacting tourism and serving as breeding grounds for rodents and mosquitoes that carry harmful diseases and viruses such as zika; and

WHEREAS, The LRGDC has funds available to develop a project that would encompass a Region-wide collaboration cleanup campaign of community awareness and scrap tire amnesty at designated collection drop off sites within the County and the Region; and

WHEREAS, LRGVDC and County are authorized to enter into this Agreement pursuant to the Act, authorizing local governments to cooperate with political subdivisions to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, the LRGVDC and County, in consideration of the mutual promises contained herein, agree as follows:

1) Commitments by the LRGVDC and County -The project;

- a. The County will designate personnel and drop off sites for the collection of scrap tires to facilitate scrap tire collections during the LRGVDC “Road to Recycling” Region-wide project.
- b. The LRGVDC will contribute a total not to exceed thirty-seven thousand dollars (\$37,000.00) for the “Road to Recycling” Region-wide project.
- c. The County will contribute matching funds in an amount not to exceed thirty-seven thousand dollars (\$37,000.00) to the LRGVDC “Road to Recycling” Region wide project within (30) days from receipt of invoice from the LRGVDC.
- d. The LRGVDC will assist the County and the other counties in the Region by using “Road to Recycling” Region-wide fund proceeds to pay for a community awareness campaign, and for cost, more specifically described herein, for scrap tire collection and disposal at all County designated drop off sites, and other counties in the Region designated drop off sites.

- e. The LRGVDC shall procure the contractor to provide for the containers for the designated drop off sites, transfer of the containers, and proper disposal of scrap tires.
- f. All final invoices the County may receive as a result of the “Road to Recycling” project will be forwarded for payment to the LRGVDC.
- g. The LRGVDC will pay for invoices it received for the “Road to Recycling” Region wide project from the contracted vendor for the collection and disposal of scrap tires in the County and the other participating counties in the Region.
- h. The LRGVDC will pay for invoices it receives for this project will be in an amount equal to the percentage of the County’s matching contribution for the total funds contributed for the “Road to Recycling” project for the collection and disposal of scrap tires generated within the County’s jurisdiction. Should any of the counties in the Region contribute less than the other participating counties, then the portion of “Road to Recycling” available from the LRGVDC for that county will be reduced proportionately.

2) General Provisions

- a. **Term and Termination.** This Agreement shall commence as of the day and year first written above, and remain in effect until the _____day of _____, 2018. The Agreement may be terminated earlier by either party in accordance with this Agreement. Either Party may terminate this Agreement without cause by giving the other party ninety (90) days’ written notice.
- b. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
- c. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no prior or contemporaneous agreements, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be effective unless reduced to a writing specifically referencing this Agreement and signed by an authorized representative of each Party.

- d. **Compliance.** The Parties will comply with applicable federal, state and local laws, ordinances, rules and regulations in the performance of this Agreement including applicable hazard and safety regulations.
- e. **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.
- f. **Notice.** Except as may be otherwise specifically provided in the Agreement, all notices, demands, request or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) send 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 noticed delivered in accordance herewith:

If to County: Ramon Garcia
 Hidalgo County Judge
 302 W. University Drive
 Edinburg, Texas 78539
 (956) 318-2600

If to LRGVDC Mr. Ron Garza, Executive Director
 301 West Railroad
 Weslaco, Texas 78596
 (956) 682-3481

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 State mail.

- g. **Controlling Law.** 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.
- h. **Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to execute each 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.
- i. **Assignment.** This Agreement may not be assigned by either party without written consent of the other party.
- j. **Non-Discrimination.** The Project and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or LRGVDC and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
- k. **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither LRGVDC nor County waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.
- l. **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 the Agreement, and such part of the Agreement will be deemed to have been stricken hereto from and the remainder of the Agreement will have the same force and effect as if such part or parts had never been included herein.
- m. **Performance of Governmental Functions.** The Parties hereto are 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.
- n. **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 the Agreement, and such part of the Agreement will be deemed to have been stricken hereto from and the remainder of the Agreement will have the same force and effect as if such part or parts had never been included herein.

- o. **Authority to Execute:** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws resolution, ordinances or governmental body action and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

- p. **Commitment of Current Revenues.** In the event that during the 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 sixty (90) days written notice to the other party. Each of the parties hereto agrees 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 budge period of each party hereto.

EXECUTED by the County of Hidalgo and The Lower Rio Grande Valley Development Council in duplicate copies, each of which will be deemed an original.

THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

By: _____
Ron Garza, Executive Director

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, Hidalgo County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED AS TO FORM:

**Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.**

By: _____
Victor M. Garza, Assistant District Attorney