

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS
RIO GRANDE VALLEY AND THE COUNTY OF HIDALGO**

**Archaeology Community Engagement and Archaeological Research Program for the Pauper
Cemetery**

This Agreement is made on this the 12 day of September, 2017 by and between The University of Texas Rio Grande Valley, (“UTRGV”), and the County of Hidalgo, acting by and through the Hidalgo County Health Department (“County”), (collectively, the “Parties”), collectively referred to as the “Parties”, pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (“Act) as follows:

WITNESSETH:

WHEREAS, UTRGV is a state agency organized under Chapter 79 of the Texas Education Code, as an institution of higher education as defined by Texas Education Code Section 61.003(8) and is a component institution of The University of Texas System with a campus in Hidalgo County, Texas; and

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

WHEREAS, County maintains and operates the Hidalgo County Pauper Cemetery, located on East Schunior Street (FM 2128) about .25 miles East of US Expressway 281, within the jurisdictional boundaries of the County of Hidalgo, Texas.

WHEREAS, UTRGV desires to provide an educational and research program experience of the highest quality for its students, under the direction of UTRGV personnel, with respect to archaeology and community engagement in archaeological research; and

WHEREAS, UTRGV desires to provide students in such courses with experience by utilizing appropriate facilities and personnel of the Hidalgo County Pauper Cemetery, which will be provided under this agreement (the “Project”); and

WHEREAS, UTRGV and County are authorized to enter into this Agreement pursuant to the Act, authorizing governmental entities to cooperate with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, in consideration of the mutual promises contained herein, in order to establish and implement the Project involving archeology and community engagement in archaeological research, the Parties agree to collaborate for the provision of the services through the Project as follows:

1) Purpose and Scope:

The purpose of this agreement is to promote collaboration in the conduct of public archaeology research and student training through the Hidalgo County Pauper Cemetery Project (HCPCP) which is a project with such goals as mapping the exact boundaries of the cemetery and identifying where the graves are located using satellite imagery, GIS technology and on-site topographic observation.

2) Definitions:

Participant(s): Student(s) enrolled in a course that has been designated for furthering the HCPCP goals.

Field experiences: Archaeology research experiences in authentic (non-classroom) setting, under the direction of an approved cooperating teacher/field supervisor.

3) The Parties will engage in:

- a. Shared planning, decision making, and participation in developing and implementing the HCPCP;
- b. Review of HCPCP progress and program data;

- c. Participation in decision making for continuous improvement of the Project through bi-monthly Steering Committee meetings; and
- d. Pursuit of scholarship to improve practice.

4) Responsibility of County:

Except for acts to be performed by UTRGV pursuant to the provisions of this Agreement, County will allow coordinated access to the premises of the Hidalgo County Pauper Cemetery, coordinate personnel, and available services, to assist with the educational experience specified in the Project. In connection with such Project, Hidalgo County will:

- a. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; assist in complying with all applicable requirements of any accreditation authority; and certify such compliance upon request by UTRGV;
- b. permit the authority responsible for accreditation of UTRGV's curriculum to inspect the facilities, services, and other items provided by Hidalgo County for purposes of the educational experience;
- c. provide infrastructure items to ensure the health and safety of participating students, including a freestanding sun shelter or shade tent, portable toilet, and potable water; and
- d. designate a person to serve for Hidalgo County as liaison ("Facility Liaison") by the following procedure:
 - (1) Hidalgo County shall submit to UTRGV the name of the person proposed as Hidalgo County Liaison in writing at least 30 days prior to the date the designation is to become effective.
 - (2) UTRGV shall notify Hidalgo County of UTRGV's approval or disapproval of such person within 10 days after receipt of such notice.
 - (3) No person shall act as Hidalgo County Liaison without the prior written approval of UTRGV.
 - (4) In the event the Hidalgo County Liaison approved by UTRGV later becomes unacceptable and UTRGV so notifies Hidalgo County in writing, Hidalgo County will designate another person in accordance with the procedure outlined in this paragraph 6.d.

5) Responsibilities of UTRGV:

- a. furnish Hidalgo County with the names of the students assigned by UTRGV to participate in the Program;
- b. assign only those students who have satisfactorily completed those portions of UTRGV curriculum that are prerequisite to Program participation; and

- c. designate a member of the UTRGV faculty (“University Representative”) to coordinate the educational experience of students participating in the Program with the Hidalgo County Liaison. UTRGV shall give Hidalgo County written notice of the name of the University Representative.

5) General Terms and Conditions:

- a. **Term and Termination.** This Agreement shall commence as of the day and year first written above, and remain in effect until the 31day of August, 2019. This Agreement may automatically renew for two (2) additional one (1) year terms under the same terms and conditions, or as amended by written agreement between the Parties. 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. **Independent Contractors.** Under no circumstances shall any employee or student of UTRGV be considered an agent or employee of County; they will be considered to be on the premises for the purpose of participating in the Program. County has no authority to dismiss UTRGV employees or students without UTRGV’s consent. However, County personnel may make recommendations to and shall retain its full power to control the practice and operations of the HCPC.
- 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, confidentiality 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
100 E Cano Street
Edinburg, Texas 78539

If to UTRGV Dr. Havidan Rodriguez
Research Liaison Officer
Provost and Executive Vice President for Academic Affairs
UTRGV
1201 W. University Drive
Edinburg, Texas 78539-2999

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 Program 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 UTRGV 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 UTRGV 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. **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.
- m. **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.

7) FERPA:

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), each respective College hereby is designated as school official with a legitimate educational interest in the educational records of the Students who participate in the Program(s) to the extent that access to the records are required by the hosting institution to carry out the Program. Each College agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

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

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: Patricia McHatton
Patricia McHatton
Provost and Executive Vice President for Academic Affairs, Ad Interim
The University of Texas Rio Grande Valley

By: Rick Anderson for Rick Anderson
Rick Anderson
Executive Vice President for Finance and Administration
The University of Texas Rio Grande Valley

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