

INTERLOCAL AGREEMENT
by and between HIDALGO COUNTY
and
THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY
for Representative Appointment to Regional Task Force
Agreement #CE-2018-016

This Interlocal Agreement (hereafter termed “Agreement”) is made pursuant to Chapter 791, Texas Government Code, *Interlocal Cooperation Contract*, and is entered into by and between the COUNTY OF HIDALGO (hereafter referred to as “COUNTY”), and THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY (hereafter referred to as “UTRGV”), a member of The University of Texas System, an entity of the State of Texas.

SECTION 1
PURPOSE

- 1.01** COUNTY and UTRGV agree to enter into this Agreement as a manner by which COUNTY and UTRGV can actively participate in a Regional Task Force (“Task Force”) originally formed to respond and to aid compliance with the Texas Commission on Environmental Quality (TCEQ) Phase II Stormwater Rules. The Task Force mission was expanded to respond to concerns associated with non-point source pollution, to manage stormwater runoff, to address water conservation and to discuss other pertinent water and water quality issues (“Issues”). The Task Force investigates and provides technical support to the water industry that includes irrigation districts, drainage districts, estuary programs and other water-related organizations.
- 1.02** COUNTY and UTRGV desire to accomplish the goals of responding and complying with the Issues through the formation of a Regional Task Force, established and managed by UTRGV.
- 1.03** UTRGV desires to participate in the establishment and management of the Regional Task Force, since such participation will provide UTRGV with an avenue for students to:
- A. Gain knowledge and experience in the process and procedures of governmental environmental regulation, rule making, and committee process;
 - B. Gain supervisory, organizational, and executive skills through the creation of the Task Force body, the implementation of the Task Force by-laws and policies.
 - C. Gain experience about the interfacing, communication, and interaction between state agencies and local governments; thus, aiding the students in being at ease publicly speaking, presenting issues, and expounding opinions.

SECTION 2
TERM

- 2.01** *Fixed Term:* This Agreement commences on **1st day of June 2018 to 31st day of May 2019**, unless extended according to section 2.02 of this Agreement.

- 2.02 *Extension:* Upon written, mutual consent of **COUNTY** and **UTRGV**, this **Agreement** may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.
- 2.03 *Instrument for Extension:* **COUNTY** and **UTRGV** may extend this **Agreement** by using a letter of extension executed by both parties.
- 2.04 *Cancellation:* This **Agreement** may be cancelled prior to the expiration of the Fixed Term of any Extension Term, upon thirty (30) calendar days written notice to the other party, sent to the address indicated in Section 5.01 of this **Agreement**.

SECTION 3 CONSIDERATION

- 3.01 *Fee:* **COUNTY** agrees to pay to **UTRGV** a Task Force membership fee of **\$10,000.00**. Payment of such fee is due in one single payment, tendered by check or wired transfer, payable to **UTRGV** and delivered to the address indicated in Section 5.01 of this **Agreement**. Payment must be made within thirty (30) days after execution of this **Agreement**. Failure of **COUNTY** to make such payment within the subscribed time, and without a written extension from **UTRGV**, may result in this **Agreement** terminating.

SECTION 4 RIGHTS AND DUTIES

- 4.01 The following rights and duties will be held or performed by **COUNTY**:
- A. **COUNTY** will provide one representative and one alternative representative to the **Task Force**. Such representative must be chosen by majority vote of the **COUNTY**, as evidenced by an adopted resolution or other evidence of the appointment acceptable to **UTRGV**.
 - B. The **COUNTY**'s representative will serve a term that commences on the date of execution of final signature, and will terminate exactly one (1) calendar year from date of execution, unless extended according to section 2.02 of this **Agreement**. A replacement representative may be appointed by the **COUNTY** through written notification for the duration of a one (1) year fixed term.
 - C. The **COUNTY**'s representative will be subject to the bylaws, policies, rules and procedures of the **Task Force**. Any breach or violation of such bylaws, etc., may result in expulsion of the representative from the **Task Force**. If expulsion occurs, the **COUNTY** will appoint another representative no later than thirty (30) calendar days after notice of the expulsion.
 - D. The **COUNTY**'s representative will act as the liaison between the **COUNTY** and the **Task Force**, apprising each entity of the other's objectives. The representative will brief the **COUNTY**, other municipal entity or municipal manager responsible for the **COUNTY**'s participation as needed.

- E. **COUNTY**, having representation on the **Task Force**, will be responsible for paying a membership fee as detailed in Section 3.01 of this **Agreement**.
- F. The **COUNTY** may make recommendations to the Regional **Task Force** regarding the fee assessment, expenditures, or other financial matters; however, the **Task Force** is not bound by such recommendations.

4.02 The following rights and duties will be held or performed by **UTRGV**:

- A. **UTRGV** will assign a staff or faculty member as representative to the **Task Force**.
- B. **UTRGV** will formulate the bylaws, policies, rules and procedures which the **Task Force** shall approve and by which will be governed. **UTRGV** will provide **COUNTY** with a copy of such bylaws, policies, rules and procedures, as warranted.
- C. **UTRGV** will formulate and propose to the **Task Force**, methods and approaches for compliance with, if applicable, and for addressing **Issues**. For each method or approach proposed, **UTRGV** will assist with educational outreach, training, and information.
- D. **UTRGV** will provide research and educational services and technical support to the **Task Force**, and for any adopted methods and approaches for compliance, if applicable, and for implementation.
- E. **UTRGV** will manage the **Task Force** administration, including meetings, budgeting, and all efforts pertaining to the methods and approaches for compliances with **Issues**.
- F. The **Task Force** will oversee the establishment and operation of all financial policies, requirements, and expenditures. As overseer of the **Task Force**, **UTRGV** will assist with the financial management and policy of the **Task Force**. This does not apply to the funding provided by this interlocal **Agreement**.
- G. **UTRGV** will assist the **Task Force** with the management of any funding acquired by the **Task Force**. This does not apply to the funding provided by this **Agreement**. The management of **Task Force** funding will adhere to the by-laws of the organization.
- H. Fees paid to **Task Force** will be earmarked in a separate **UTRGV** account for use only by **UTRGV** for the **Task Force**. Any unappropriated funds will be carried over.
- I. Membership fees paid to **UTRGV** will be utilized by **UTRGV** for costs associated with but not necessarily limited to staffing, travel, training, equipment

and materials, recruiting, scholarships, meal and food expenses associated with meetings and events, and communication related expenses.

- J. **UTRGV** is authorized to utilize membership fees to leverage grant funds, conference planning, professional organization membership fees, staff training, to support outreach events, and for sponsorships for environmental and educational events.
- K. **UTRGV** is authorized to utilize membership fees to accomplish tasks included in **Section 4.03**, if any.
- L. **UTRGV** is authorized to provide funding to the Arroyo Colorado Watershed Partnership, Lower Laguna Madre Estuary Program or similar organizations on behalf of **COUNTY**. This funding, if any, shall be provided at the discretion of **UTRGV**.

4.03 Stormwater Management Plan (*SWMP*) *Implementation*: Not Applicable.

**SECTION 5
MISCELLANEOUS**

5.01 *Addresses*: Fee payment or notices required under this **Agreement** may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. **COUNTY** and/or **UTRGV** can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:

COUNTY: Saul Garcia
Office of Commissioner David L. Fuentes
Hidalgo County Pct. #1
1902 Joe Stephens ste.101
Weslaco, TX 78599
(956) 968.8733
saul.garcia@co.hidalgo.tx.us

UTRGV: The University of Texas Rio Grande Valley
College of Engineering & Computer Science
Civil Engineering Department
Javier Guerrero, E.I.T, MS
Director of Water Studies
1201 W. University Dr.
Edinburg, TX 78539
Javier.Guerrero@utrgv.edu
(956) 665-3510 – office

- 5.02** Force Majeure: Any and all duties, obligations, and covenants of this **Agreement** will be suspended during time of natural disaster, war, acts of terrorism, or other “Acts of God”, which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this **Agreement**. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this **Agreement**, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 **Agreement**, within fourteen (14) calendar business days of the Force Majeure event.
- 5.03** Parties Relationship: Nothing in the **Agreement** should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **COUNTY** and **UTRGV**.
- 5.04** Applicable Law: This **Agreement** is construed under and in accordance with the laws of the State of Texas.
- 5.05** Cumulative Rights: All rights, options, and remedies contained in this **Agreement** and held by **COUNTY** and **UTRGV** are cumulative and the exercising of one will not exclude exercising another. **COUNTY** and **UTRGV** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this **Agreement**.
- 5.06** Non-waiver: A waiver by either **COUNTY** or **UTRGV**, or both, of any obligation, duty, or covenant of this **Agreement** will not constitute a waiver of any other breach of any obligation, duty, or covenant of this **Agreement**.
- 5.07** Counterparts: This **Agreement** can be executed in multiple counterparts, each of which is declared an original.
- 5.08** Severability: If any clause or provision of this **Agreement** is illegal, invalid or unenforceable under present or future law, **COUNTY** and **UTRGV** intend that the remaining clauses or provisions of this **Agreement** will not be affected and will remain in full force and effect.
- 5.09** Entire Agreement: This **Agreement** contains the final and entire **Agreement** between **COUNTY** and **UTRGV**, and will not be amended, explained, or superceded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this **Agreement** and performable by **COUNTY** will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this **Agreement**.
- 5.11** Nondiscrimination: **COUNTY** and **UTRGV**, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national

origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this Agreement.

5.12 Dispute Resolution: Any dispute between COUNTY and UTRGV regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas. Any notice of dispute tendered by COUNTY should be to **Patricia M. Alvarez McHatton, PhD**, Executive Vice President for Academic Affairs, UTRGV.

EXECUTED the _____ day of _____, 2018, by COUNTY, by its duly authorized agent.

“COUNTY”
HIDALGO COUNTY

By: _____
Ramon Garcia
County Judge

Attest: _____
Name
County Administrator

EXECUTED the _____ day of _____, 2018, by UTRGV, by its duly authorized officer.

“UTRGV”
UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: _____
Patricia M. Alvarez McHatton, PhD
Executive Vice President for Academic Affairs

RECOMMEND APPROVAL:

Javier Guerrero, E.I.T., MS
Principal Investigator
Director of Water Studies
Department of Civil Engineering

Zimbra

roxanne.gonzalez@co.hidalgo.tx.us

Fwd: UTRGV ILA

From : jose cabezadevaca
<jose.cabezadevaca@co.hidalgo.tx.us>

Mon, Apr 30, 2018 03:30 PM

📎 2 attachments

Subject : Fwd: UTRGV ILA

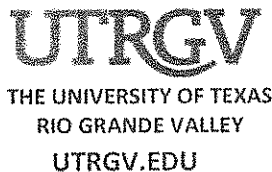
To : roxanne gonzalez
<roxanne.gonzalez@co.hidalgo.tx.us>

Cc : david fuentes
<david.fuentes@co.hidalgo.tx.us>

Rox,
Please put on next week agenda.
Thanks

From: "javier guerrero" <javier.guerrero@utrgv.edu>
To: "jose cabezadevaca" <jose.cabezadevaca@co.hidalgo.tx.us>
Cc: "saul garcia" <saul.garcia@co.hidalgo.tx.us>, "Deanna Gomez" <deanna.gomez@utrgv.edu>
Sent: Monday, April 30, 2018 3:24:55 PM
Subject: RE: UTRGV ILA

Here you go.



Javier Guerrero, M.S., E.I.T.
 Ph.D. Candidate
 LRGV TPDES Stormwater Task Force Liaison
Director of Water Studies
 Department of Civil Engineering
 College of Engineering & Computer Science

Edinburg Campus:
 ENGR 1.294
 1201 West University Drive
 Edinburg TX 78539
 (956) 665-3510

Brownsville Campus:
 LHSB 2.720
 One West University Boulevard
 Brownsville, TX 78520
 (956) 882-6605

<http://rgvstormwater.org>
<http://rgvlidprogram.com/>
<http://www.rgvscec.com/>

<http://www.lagunamadreestuary.com/>

<http://www.utrgv.edu/coec/departments/civil/index.htm>

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From: jose cabezadevaca [mailto:jose.cabezadevaca@co.hidalgo.tx.us]

Sent: Monday, April 30, 2018 2:32 PM

To: Javier Guerrero <javier.guerrero@utrgv.edu>

Cc: saul.garcia@co.hidalgo.tx.us

Subject: Fwd: UTRGV ILA

Good afternoon ant Guerrero,
Can you please change date so we can send for approval of County Commission.
Thanks

Sent from my iPhone

Begin forwarded message:

From: Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Date: April 30, 2018 at 8:42:04 AM CDT

To: Jose Cabeza de Vaca <jose.cabezadevaca@co.hidalgo.tx.us>, saul.garcia@co.hidalgo.tx.us, David Suarez

<david.suarez@co.hidalgo.tx.us>, Josephine Ramirez

<josephine.ramirez@da.co.hidalgo.tx.us>

Subject: UTRGV ILA

Mr. Cabeza de Vaca,

our office has reviewed the UTRGV "Storm-water" Task Force Interlocal Agreement for the Representative Appointment to the Regional Task Force and at this time approve as to the form of the agreement.

We would recommend updating the effective date to reflect the date the matter is approved by Commissioner's Court.

Should you have any additional questions please contact our office.

Respectfully,

Victor M. Garza
Assistant District Attorney

Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

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