

C-18-150-05-08

INTERLOCAL AGREEMENT BETWEEN COUNTY OF HIDALGO AND TEXAS A&M UNIVERSITY TO COLLABORATE AT A HIDALGO COUNTY PRECINCT: 4 SAN CARLOS ENDOWMENT CENTER (Sunflower Road)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This Agreement, made on the 08TH day of May 2018 by and between **Hidalgo County**, a political subdivision of the State of Texas ("County") and **Texas A&M University** acting on behalf of Texas A&M University's Colonias Program, an agency of the State of Texas ("University") extends the original facilitation, recruitment, outreach and resource development agreement established in 1999, amended and renewed in 2014 as follows:

WITNESSETH

WHEREAS, the County and University have worked collaboratively since 2014 to facilitate, recruit, provide outreach and resource development to help improve the self-sufficiency, health and well-being of the residents of the Colonia area known as San Carlos; and

WHEREAS, County is the owner/operator of a multi-purpose Facility, San Carlos Endowment Center located at the corner of State Highway 107 and Sunflower Road, 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 multipurpose facilities in counties; and

WHEREAS, University desires to provide assistance in the facilitation of services and identification of service providers;

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

1. University and County intend that Facility shall provide a place for the delivery of a variety of services to help improve the self-sufficiency, health and well-being of the residents of the Colonia area known as San Carlos. ("Services"). These Services shall include but are not necessarily limited to, education, health, human

services, youth, elderly, housing, and job training programs. County shall only modify the uses of the Facility provided under this Agreement after consulting with University.

2. University agrees to use reasonable efforts to (a) identify Services as reflected in paragraph one (1) which may be provided by county, state, federal or private not for profit entities and to (b) facilitate said Services at the Facility.
3. County agrees that Facility will be made available, subject to scheduling and compliance with reasonable, lawful regulations promulgated by County, for said Services.
4. County agrees to make the Facility available for all County residents and service providers without respect to race, color, age, sex, religion, national origin, disability, or any other protected class under law.
5. County may lease the Facility, at County's sole discretion, to one or more third parties (each a "Third Party") and enter into leases or property management contracts 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.
6. 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).
7. County shall be solely responsible for all maintenance, operation and supervision of Facility subject to numbered paragraph 9 herein below. Any requests by University to County concerning maintenance and operating supplies for Facility shall be reviewed expeditiously by County.
8. Salary for the Facility Director ("Center Director") shall be paid by County or Third Party.
9. County shall, as owner of Facility, require Center Director to collaborate with Texas A&M University Colonias Program for coordinating use of Facility for Services mentioned above. County and University agree to consider the

recommendations of residents of the colonias in the San Carlos area served by Facility and that these recommendations be received and considered as Center Director and University representative coordinate the uses of the space in Facility. University may relay any concerns or complaints regarding this Agreement and/or implementation of the same to the Center Director and/or County Administration. If University determines that Center Director has failed to perform satisfactorily, County and University agree that County shall consider, but not be bound by, University's recommendation that County replace the Center Director.

10. County will 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. Monthly center usage reports will be submitted to the Colonias Program by Center Director upon request. In addition, County agrees to provide University free access to Facility and Services on a monthly basis.
11. Nothing in this Agreement is intended to and University and County do not hereby waive, release or relinquish any right to assert any of the defenses University or County may enjoy by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to University or County as to any claim or action of any person, entity, or individual against University or County.
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:

County of Hidalgo

Attention: Ramon Garcia, County Judge

P.O. Box 758
Edinburg, Texas 78540-0758

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

FOR TEXAS A&M UNIVERSITY:

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

With copy to:
Texas A&M University
Division of Research
301 Old Main Drive, Ste. 3104 ILSB
College Station, TX 77843-1260
Attn: Travis Young

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 may be extended for consecutive one year terms as agreed to by the parties 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 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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **Assignment.** This Agreement shall not be assignable.

22. **Headings.** The headings and captions contained in this Agreement are solely or convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

23. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and singular shall include the plural whenever and so often as may be appropriate.

24. **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

25. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental service or functions and will pay for such services out of current revenues available to the paying party as herein provided. No funding will be provided by either party to the other under this Agreement.

26. **Termination.** This Agreement may be terminated for convenience by either party upon ninety (90) days written notice to the other party. 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 provision of Texas Local Government Code Ann. §271.903.

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

COUNTY OF HIDALGO

By: _____

Ramon Garcia, County Judge

ATTEST: _____
Arturo Guajardo Jr., County Clerk

TEXAS A&M UNIVERSITY

By: _____

Lesla Feldhousen, Director

ATTEST: _____

APPROVED AS TO FORM:

By: _____

Print Name : _____

Assistant District Attorney

Civil Litigation Division - Office of Criminal District Attorney

APPROVED BY COMMISSIONERS COURT: _____, 2018