

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**FIRST AMENDED INTERLOCAL COOPERATION AGREEMENT  
BETWEEN COUNTY OF HIDALGO AND  
CITY OF MERCEDES, TEXAS**

THIS Agreement is made on and entered into effective as of the 18<sup>th</sup> day of September, 2018, by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“County”), and **CITY OF MERCEDES** hereinafter referred to as (“City”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act “Act”), as follows:

**I.       WITNESSETH:**

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

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

**WHEREAS**, City and County desire to enter into this Agreement for the public purpose of the part time use of space available at Mercedes City Hall located at 400 South Ohio, Mercedes, Texas (hereinafter referred to as “the Premises”) to accommodate the offices of Hidalgo County Veterans Services; and

**WHEREAS**, County and City believe that the constituents of each will benefit from the terms of this agreement as it will provide access to services for veterans in the Mid-Valley; and

**WHEREAS**, an interlocal agreement may be entered into by any local government which includes a political subdivision, and which is defined in Section 791.003(4) of the Government Code;

**NOW, THEREFORE**, and in consideration of the premises and the mutual covenants and agreements expressed hereinafter, County and City agree as follows:

- 1.1     The County, and specifically Precinct #1 Commissioner, may use the Premises located at City Hall for office space for the Hidalgo County Veterans Services and any of its lawful functions and may occupy the Premises on a part time basis (with an approximate square footage of 230 sq. ft.) under the terms and conditions set forth herein.
- 1.2     County Employees and Visitors shall have the non-exclusive use of the parking areas adjacent to the Premises.
- 1.3     County will schedule with City the dates and times County will use and/or occupy the designated Premises; each Party shall develop a communication plan to keep the other party informed of any status changes at, or to, the use of the Premises.

- 1.4 It is understood that each Party will respectively bear all of its own costs incurred in carrying out its responsibilities as set forth in this Agreement.

## **II. CONSIDERATIONS**

### **Rent**

- 2.1 The City and the County have agreed that County shall pay City an amount of \$\_\_\_\_\_ per year for use of the Premises. No additional fees shall be imposed for electricity, water, gas, janitorial services, sewer and/or trash removal.

### **Term, Termination and Modification**

- 2.2 The term of this Agreement shall commence as of \_\_\_\_\_ 2018, and shall remain in effect for one year, unless cancelled sooner by either party in accordance with the terms described within this Agreement.
- 2.3 City and County may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.
- 2.4 This Agreement shall constitute the entire understanding of the parties with respect to the subject matter.
- 2.5 The Agreement may be modified at any time in writing and by mutual consent of both Parties. Changes shall be in the form of a modification and shall become effective upon signature by authorized individuals representing both Parties.

### **Nature of Relationship**

- 2.6 The County and City agree that the nature of the relationship between them is one of landlord and tenant, and no other. Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that of partnership or joint venture or any association between the County and the City, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. No provision contained in this agreement, nor any acts of the Parties hereto shall be deemed to create any relationship between the County and the City other than the relationship of landlord and tenant. The County shall maintain exclusive control, direction and management of its own employees, and the City shall have no rights with respect thereto, except for the City's right to enforce covenants of the County as set forth in this agreement.

### **Immunities**

- 2.7 It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that

would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

### **Insurance**

2.8 Liability Insurance: Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act. City will maintain sufficient general liability coverage as to the Premises described herein. At no time shall the Premises be considered to be owned or under the control of County.

2.9 Property Insurance: County, may, at its option, maintain content coverage insurance on County's personal property located within the Premises. County covenants and agrees that City shall have no responsibility for damage or destruction of County's personal property located within the Premises.

### **Assignment**

2.10 The County may not assign or sublet any portion of the Premises without the City's written consent.

### **Maintenance and Repairs**

2.11 City shall maintain in good working order and make all such necessary maintenance and repairs to the Premises' landscaping, foundation, roof, structural integrity, plumbing systems, electrical and lighting systems, heating, ventilation and air conditioning systems ("HVAC"), fire protection and fire alert systems and other mechanical systems.

2.12 County shall be responsible for repairs or damage to the Premises caused solely by County's negligent use of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the County, or the County's employees, agents, licenses or invitees. In addition, County shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Agreement to be removed from the Premises.

2.13 County will purchase and install circuits for internet and phone service. The City at its sole cost and expense, shall be responsible for providing and/or maintaining all other services to the Premises.

### **ADA Compliance**

2.14 City shall be responsible for ensuring Premises comply with the Americans with Disabilities Act (ADA) as amended. Any contest by the City of any law, rule, order, ordinance, regulation or requirement of the ADA shall be done with due diligence through appropriate legal proceeding at no cost to County, and shall not subject the County to criminal/civil prosecutions or penalties or encumbrance the Premises in any way.

### III. INDEMNIFICATION

3.1 Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

### IV. MISCELANEOUS

4.1 **Governing Law:** This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Agreement as performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

4.2 **Conflicts with 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 their 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.

4.3 **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement will be deemed to be a waiver of any proceeding or succeeding breach of the same or any other provision hereof.

4.4 **Notice:** Except as may be otherwise specifically provided in this 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) 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 City:** City of Mercedes  
Attention: Henry Hinojosa, Mayor  
400 South Ohio  
Mercedes, Texas

**If to County:** County of Hidalgo, Texas  
C/O Valde Guerra  
Hidalgo County Executive Officer  
2818 S. Business Hwy. 281

**Edinburg, Texas 78539**  
**With copy to: Ramon Garcia, County Judge**  
**100 E. Cano, 2<sup>nd</sup> floor**  
**Edinburg, TX 78539**

**David Fuentes, Commissioner Precinct #1**  
**1902 Joe Stephens Ave., Ste. 101**  
**Weslaco, Texas 78596**

4.5 **Entire Agreement:** This document contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

4.6 **Legal Construction/Severability:** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.7 **Prior Agreements:** This Agreement supersedes and terminates all previous Interlocal Agreement between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.

4.8 **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.

4.9 **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.

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

4.11 **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.

4.12 **Non-Discrimination:** The Agreement 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

County and BGC policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

4.13 **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 the participating County and City in accordance with its terms.

4.14 **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.

4.16 **Commitment of Current Revenues:** 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.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the day and year first above written.

**CITY OF MERCEDES**

BY: \_\_\_\_\_  
Henry Hinojosa, Mayor

**ATTEST:**

BY: \_\_\_\_\_  
Arcelia Felix, City Secretary

**COUNTY OF HIDALGO, TEXAS**

BY: \_\_\_\_\_  
Ramon Garcia, Hidalgo County Judge

**ATTEST:**

By: \_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

Approved by the Hidalgo County Commissioners Court on September 18, 2018.

**APPROVED AS TO FORM:**  
**Hidalgo County Criminal District Attorney's Office**  
**Ricardo Rodriguez, Jr.**

By: \_\_\_\_\_  
Josephine Ramirez-Solis, Assistant District Attorney