

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF MISSION, TEXAS
AND HIDALGO COUNTY, TEXAS**

THIS Agreement is made on this the 23 day of October, 2018 by and between the **CITY OF MISSION, TEXAS** and the **COUNTY OF HIDALGO, TEXAS**, by and through its Department of Health and Human Services, hereinafter referred to as the “County” , pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County is a county in the State of Texas;

WHEREAS, Mission is a city in the County of Hidalgo, State of Texas;

WHEREAS, the County and the City of Mission, Texas desire to provide The 15th Annual Epidemiology and Immunizations Conference on Notifiable Conditions and ZIKA for personnel, including public health entities, medical providers, clinicians, stakeholder agencies and administrators who will function in the reporting, surveillance, education, and prevention of public health notifiable conditions.

WHEREAS, the County and City of Mission, Texas desire to enter into the Agreement in an effort to provide the 15th Annual Epidemiology and Immunizations Conference on Notifiable Conditions and ZIKA for purposes of public health and welfare and to make the most efficient use of their resources for necessary training, networking, and professional development as stated herein in the most practicable and efficient manner possible for purposes of public health and welfare;

WHEREAS, the County will collaborate with the City of Mission, Texas to provide an adequate facility and services in which to provide the conference described herein:

WHEREAS, the City of Mission, Texas and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the “Act”) which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, the City of Mission, Texas and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. City of Mission, Texas and the County agree to provide participants' admission to the 15th Annual Epidemiology and Immunizations Conference on Notifiable Conditions and ZIKA ("Conference") at no cost to participants.
2. City of Mission, Texas agrees to make available the Mission Event Center as a suitable conference facility in which the Conference will be conducted.
3. The Conference will be conducted on November 9, 2018.
4. City of Mission, Texas agrees to waive the deposit fee to the facility in order to support the conference costs.
5. County shall provide a firm fixed fee in the amount of \$2,650.00 (two thousand –six hundred - fifty dollars) to the City of Mission, Texas for the Conference cost.
6. The costs described in paragraph 5 above include all costs to the County for the venue, support, and management services.
7. **Insurance:** City of Mission, Texas is self-insured. Each entity shall carry sufficient liability insurance at statutorily required limits, pursuant to the Texas Tort Claims Act.
8. **Term & Termination.** Either party may terminate this agreement upon thirty (30) days written notice to the non-terminating party for any reason or no reason at all. This Agreement shall commence as of the day and year first written above and remain in effect for one (1) year.
9. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of the 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 even the affected provision or provision of this Agreement shall by modified only to the extent necessary to bring them within the legal requirement and only during the time such conflicts exists.
10. **No Waiver:** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
11. **Entire Agreement:** The Agreement contains the entire contact among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City of Mission, Texas and the County, and not otherwise.

12. **Liabilities:** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither City of Mission nor Hidalgo County waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.
13. **Indemnification:** **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.**
14. **Notice:** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by commercial courier with delivery signature required, and addresses to the parties at the addresses set forth below or at such other addresses as may be theretofore specified by written notice delivered in accordance herewith:

If to City of Mission, Texas: City of Mission
Dr. Armando Ocana, Mayor
1201 E 8th Street,
Mission, TX 78572
(956) 580-8662

If to the County: County of Hidalgo
Ramon Garcia, County Judge
100 East Cano
Edinburg, TX 78539
(956)-318-2600

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given or all purposes at such time as it is personally delivered to the addressee or, if sent by way of commercial courier, at such time as it is delivered to the commercial courier.

15. **Additional Documents:** The parties hereto warrant 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 the Agreement.
16. **Assignment:** This Agreement shall not be assignable.

17. **Headings:** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
18. **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 government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
19. **Governmental Purpose:** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
20. **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.
21. **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.
22. **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.
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. **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 City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
25. **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 thirty (30) 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 budget period of each party hereto.

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

HIDALGO COUNTY, TEXAS

CITY OF MISSION, TEXAS

Signature

Hidalgo County Judge, Ramon Garcia

Date

Signature

Name

Title

Date

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III, Asst. District Attorney