

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

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

THIS Agreement is made on this the 29th day of January, 2019 by and between the **CITY OF MCALLEN, TEXAS**, hereinafter referred to as “**City**” 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, the City is a Municipality created by the laws of the State of Texas; and

WHEREAS, the County is a local government as defined in Texas Government Code Chapter 791, and a county in the State of Texas; and

WHEREAS, the County and the City desire to provide the South Texas All Hazards Conference for personnel, including public health, emergency response managers, first-line supervisors and administrators who will function as incident commanders, emergency management coordinators, public utility workers, local stakeholders at all levels of government, public health, non-profit organizations, and any other entity including the volunteers from the general public who respond and provide services in cases of emergencies involving potential public calamities primarily in mitigation, preparedness, response and recovery; and

WHEREAS, the County and City desire to enter into the Agreement in an effort to provide the South Texas All Hazards Conference and 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;

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

WHEREAS, the City 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 and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. City and the County shall provide participants for the South Texas All Hazards Conference at no cost to the participants.
2. City and the County agree to provide a suitable conference facility in which the South Texas All Hazards Conference will be conducted.

3. The 2019 South Texas All Hazards Conference will be set-up on March 26, 2019 in order to be conducted on March 27-28, 2019. .
4. City shall provide up to \$5,000 (five thousand dollars) to support the South Texas All Hazards Conference costs.
5. County shall provide a firm fixed fee of Ninety-two thousand dollars (\$92,000.00) to the City for the South Texas All Hazards Conference.
6. The costs described in paragraph 5 above include all costs to the County for the venue, support, and management services.
7. **Insurance:** City is self-insured.
8. **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.
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 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 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 McAllen, Texas:

City of McAllen
James E. Darling, Mayor
1300 West Houston Avenue,
McAllen, TX 78501
(956) 681-1003

If to the County of Hidalgo:

County of Hidalgo
Richard Cortez, 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. **Appendix II to CFR 200-Contract Provisions:** Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

21. **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.

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

HIDALGO COUNTY, TEXAS

CITY OF MCALLEN, TEXAS

Signature



Signature

Richard Cortez

Name

James Darling

Name

County Judge

Title


Mayor

Title

ATTEST:

ATTEST:

Arturo Guajardo, Jr., County Clerk



Perla Lara, TRMC/CMC, CPM
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

City of McAllen City Attorney's Office
Kevin D. Pagan

Victor Garza, Asst. District Attorney



Mark Swaim, Asst. City Attorney