

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on and entered into effective as of the 18th day of November, 2019, by and between **COUNTY OF HIDALGO, TEXAS**, by and through the **Health and Human Service Department** and the **Women, Infants, and Children Food and Nutrition Service (WIC)**, hereinafter referred to collectively as (“County”), and **CITY OF HIDALGO** hereinafter referred to as (“City”), 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 County to use the City owned building and property located at 702 E. Ramon Ayala Dr. City of Hidalgo, Texas 78557 (hereinafter referred to as “the Premises”) to accommodate County Offices, including, but not limited to the offices of the **Health and Human Service Department** and the **Women, Infants, and Children Food and Nutrition Service (WIC)**; and

WHEREAS, City and County desire to assist each other through the terms of this mutual agreement in which the City and the County would benefit by increasing the quality of life for both the citizens of the County and the City; and

WHEREAS, County and City believe that the constituents of each will benefit from the terms of this mutual agreement; 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 Local Government Code;

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

1.1 The County may use the Premises for office space and for any other lawful purpose and may occupy the Premises on the terms and conditions herein.

1.2 City Personnel, including, but not limited to the City's Facilities Maintenance Personnel, Fire and Police Personnel, shall have access to the County Offices at any time in the event of an emergency or if invited by a County Employee. County Employees and Visitors shall have the non-exclusive use of the parking area.

II. CONSIDERATIONS

Rent

2.1 The City and the County have agreed that in an effort to be good stewards of public funds and for the benefit of the Citizens of Hidalgo County and the City of Hidalgo, there shall be no rent due under this Agreement.

Term, Termination and Renewal

2.2 The term of this Agreement shall be for one (1) year commencing on the date referenced above. This Agreement may be renewed for three (3) additional one (1) year terms upon the same terms and conditions described herein by written amendment signed by both parties.

2.3 The County may terminate this Agreement with or without cause upon thirty (30) days written notice to the City. City may terminate this Agreement with or without cause upon ninety (90) days written notice to the County.

2.4 This Agreement shall terminate and become null and void without further notice on the expiration of all the additional terms specified in Paragraph 2.2, unless sooner terminated or renewed and extended.

2.5 Any holding by County after the expiration of said terms shall not constitute a renewal of the Agreement or give County any rights under the Agreement in or to the Premises. If the County holds over and continues in possession of the Premises after the expiration of the additional terms specified in Paragraph 2.2, County will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all the terms and conditions of this Agreement. City is deemed to consent to said hold over; however, it may terminate said hold over possession by the County with thirty (30) days written notice to the County.

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. The City's liability insurance shall include, but not be limited to, coverage for any claims resulting from incidents occurring outside the Premises building, as well as any interior building construction or design defects outside of the County's City approved building modifications.

2.9 **Property Insurance:** City shall, at its own expense, during the term of this Agreement, keep all buildings and improvements subject to this Agreement insured against loss or damage, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. 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.

2.10 Prior to occupancy of the Premises, City shall provide County with evidence of such insurance satisfying insurance requirements stated herein and all renewals throughout the duration of this Agreement. All insurance referenced herein is to be carried by one or more insurance companies licensed to do business in Texas.

Assignment

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

Modifications, Maintenance and Repairs

2.12 The County, at its sole cost and expense, shall make the necessary modifications required for its use of the Premises. Said modifications shall be submitted in writing to the City through the County's Executive Office and must be approved by the City in writing and shall be done in accordance with all City Codes. If any modifications are made to the Premises, the County shall not be required to restore the Premises to its original condition upon termination of this Agreement and said modifications will become property of the City.

2.12 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, except that County shall make those repairs occasioned by County's negligent use of the Premises.

2.13 City shall construct, repair and maintain the Premises so that the Premises will have:

- (1) Effective waterproofing and weather protection of the contents of the Premises by watertight roof, exterior walls, windows, and doors.
- (2) Plumbing facilities that conform to applicable law, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of the County, capable of producing hot and cold running water, or a system that is under the control of City that produces hot and cold running water furnished to County and connected to a sewage disposal system conforming to applicable law.
- (4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Premises, and are maintained in good-working order.
- (5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.
- (6) Fire protection and fire alert systems that conform to applicable law, maintained in good working order.
- (7) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of City kept in every part clean, sanitary, and free from all accumulations of debris.
- (8) Floor, stairways, and railings maintained in good repair, and elevators/escalators (if any) that conform to applicable law, maintained in good working order.
- (9) Landscaping (including, but not limited to all greenery, watering, and maintenance).
- (10) Parking Lot (including painting, striping, paving, etc.) that conforms to applicable law.

2.14 If after County's notice to City of repairs or maintenance which City has a duty to undertake, City neglects to make such repairs within thirty (30) days following written notice from County, then the County may terminate this agreement.

2.15 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.

2.16 All such construction, modifications, maintenance and/or repairs made by either County or City shall be made by duly qualified individuals in a good and workmanlike manner using high quality materials. Work shall be performed by one who has the knowledge, training, or experience necessary for the successful practice of a trade or occupation and performed in a manner generally considered proficient by those capable of such work.

2.17 County and City may collaborate on the repair and maintenance of the Premises by mutual agreement, and in accordance with all City Codes. If any repairs are not made to the Premises, neither the County nor the City shall be required to restore the Premises to its original condition upon termination of this Agreement, and said modifications will become property of the City.

ADA Compliance

2.18 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.

Damage or Destruction of Premises

2.19 If the Premises, or any structures or improvements on the Premises, should be damaged or destroyed by fire, tornado, or other casualty, County shall give preliminary verbal notice within reasonable time (generally 24-36 hours) to an appropriate City Official/Administrator. County, through its County Executive Office or assign, shall provide a factually comprehensive written notice within 48 hours to an appropriate City Official/Administrator of the damage or destruction to Premises, including a description of the damage and, as far as known to County, the cause of the damage. Should the Premises be so damaged by fire, tornado, or other casualty that rebuilding or repairs cannot reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Agreement, at the option of the County or City, shall terminate effective as of the date of said occurrence.

Utilities

2.21 The County, by and through the department(s) listed above, at its sole cost and expense, shall have the responsibility of providing the following services at the Premises: electrical and water usage cost services, janitorial services, security alarm services, telecommunication services, pest control services and garbage dumpster (County of Hidalgo WIC only).

2.22 The City at its sole cost and expense, shall be responsible for providing and/or maintaining all other services to the Premises.

Taxes

2.23 To the extent the Premises is assessed for ad valorem taxation purposes, City is responsible for rendering and paying all real estate taxes on the Premises.

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. MISCELLANEOUS

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 Hidalgo
 Attention: Sergio Coronado, Mayor**

704 East Ramon Ayala Drive
Hidalgo, Texas 78557

And: City of Hidalgo
Attn: Julian Gonzalez, City Manager
704 East Ramon Ayala Drive
Hidalgo, Texas 78557

If to County: County of Hidalgo, Texas
Attention: Richard F. Cortez, County Judge
100 E. Cano, Second Floor
Edinburg, TX 78539

And: County of Hidalgo, Texas
Attn: County Executive Officer
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

With copy to: County of Hidalgo, Texas
Health and Human Services Department
Attn: Chief Administrative Officer
1304 S. 25th Ave.
Edinburg, TX 78539

With copy to: County of Hidalgo, Texas
Women, Infants, and Children Food and Nutrition Service (WIC)
Attn: Director
3105 W. University Dr.
Edinburg, TX 78539

4.5 **Entire Agreement:** This contract 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 the policy of either Party, 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 Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable 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 County. **Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:** In the event that, during any term hereof, the Commissioner's Court

does not appropriate sufficient funds to meet the obligations of County under this Agreement. County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

4.17 **Appendix II to CFR 200-Contract Provisions (if applicable):** Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 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.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF HIDALGO

Signature: 
Sergio Coronado, Mayor

ATTEST:

Signature 
Denise M. Elliff, City Secretary

COUNTY OF HIDALGO, TEXAS

BY: _____
Richard F. Cortez, Hidalgo, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved by the Hidalgo County Commissioner's Court on _____.

APPROVED AS TO FORM:
Hidalgo County Criminal City Attorney's Office
Civil Litigation Division
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III, Assistant District Attorney