

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

This Agreement is made on the ___ day of _____, 20___, by and between the **COUNTY OF HIDALGO, TEXAS by and through Hidalgo County Precinct No.1** (the “County”) and the **CITY OF MERCEDES, TEXAS** (the “City”) pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov’t Code 791.001 et seq., as follows:

I. WITNESSETH

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

WHEREAS, the City is a municipality located in Hidalgo County, Texas and is a “local government” as defined by the Texas Interlocal Cooperation Act; and

WHEREAS, the City owns and operates a facility known as the Mercedes Civic Center (the “Center”) located at 520 E 2nd Street, Mercedes, Texas 78570; and

WHEREAS, the County and the City desire to cooperate for the public purpose of providing classes at the Center to improve the health and wellbeing of residents of the County;

THEREFORE, the parties agree as follows:

1.1 The County may use the Center at no cost to provide classes to the public as part of the Tu Salud Si Cuenta program. The classes will cover topics such as nutrition, exercise, and healthy lifestyles and shall be available at no cost to the public or to the City. Attachment “A” shall describe the dates and times the Center is to be used by the County under this Agreement.

II. Term

2.1 This Agreement shall be in effect for one (1) year following the date of execution. The Agreement will automatically renew annually for three (3) additional one year term(s), under the same terms and conditions and may be modified only by written agreement signed by both parties.

2.2 This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

III. Maintenance, Repairs, and Upkeep

3.1 The City shall maintain in good working order and make such necessary maintenance and repairs to the Center's 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.

3.2 The City, at its sole cost and expense, shall have the responsibility of providing all necessary utility services to the Center.

3.3 In the event that the Center is unavailable for services to be provided under this Agreement, the City shall provide the use of other available facilities owned and operated by the City on an as-needed basis.

IV. Contact Person

4.1 For purposes of this Agreement, the City shall coordinate with the County by and through Hidalgo County Commissioner Precinct No.1 and their designated representative.

V. Immunities

5.1 Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

VI. Insurance

6.1 The City 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 building construction or design defects.

6.2 The County will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act, to cover County's performance of responsibilities under this Agreement.

VII. Termination

7.1 This agreement may be terminated at any time in writing by mutual agreement of the parties or terminated by either party with thirty (30) days notice, in writing, to the other party.

VIII. Breach of Obligation

8.1 Failure to abide by any provision of this agreement shall constitute a breach. Any party claiming a breach will have the right to terminate the agreement immediately in writing.

If to County: County of Hidalgo
Attn: Richard F. Cortez, County Judge
P.O. Box 1356
Edinburg, TX 78539

w/copy to:
Hidalgo County Commissioner Precinct No.1
David Fuentes
1902 Joe Stephens Ave., Ste.101
Weslaco, TX 78599

13.2 Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

XIV. Texas Law To Apply.

14.1 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

XV. Indemnification.

15.1 **To the extent permitted under the Constitution and laws of the State of Texas, the City agrees to indemnify and hold harmless and defend County, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.**

XVI. Successors.

16.1 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.

XVII. Headings.

17.1 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 or paragraph hereof.

XVIII. Gender and Number.

18.1 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 as often as may be appropriate.

XIX. Performance of Governmental Functions.

19.1 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.

XX. Commitment of Current Revenues.

20.1 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds (if applicable) to meet the obligations of County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to City. 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 the 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 the Agreement upon thirty (30) days written notice to City. 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 Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1966).

XXI. Authority to Execute.

21.1 The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and the County in accordance with its terms.

XXII. Non-Discrimination.

22.1 City and County, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this Agreement.

XXII. Required Contract Provision for Contracts Subject to Federal Award (if applicable):

23.1 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. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

XXIV. Additional Documents

24.1 The parties hereto covenant and agree that they will 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.

We the undersigned hereby attest we have authority on behalf of the County and the City, respectively, to execute and abide by this agreement.

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

CITY OF MERCEDES

By: _____
Sergio Zavala
City Manager

Date

HIDALGO COUNTY, TEXAS

By: _____
Richard F. Cortez, County Judge

_____ Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

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

By: _____
Victor M. Garza, Assistant District Attorney

ATTACHEMENT "A"
2020 Schedule

Month	Dates
January	1/14, 1/21, 1/28
February	2/4, 2/11, 2/18, 2/25
March	3/3, 3/10, 3/17, 3/24, 3/31
April	4/7, 4/21
May	5/12, 5/26
June	6/9, 6/23
July	7/21
August	8/18
September	9/15
October	10/20
November	11/17
December	12/15