

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

THIS AGREEMENT is made on this the ____ day of _____, 2020, by and between the **CITY OF MCALLEN, TEXAS**, hereinafter referred to as “City”, and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as “County”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a municipality located in Hidalgo County, Texas;

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

WHEREAS, County desires to broadcast recordings of the Hidalgo County Commissioners Court Meetings on the television in an effort to allow the public more opportunities to view said meetings;

WHEREAS, City has the capabilities and desire to assist County in providing more viewing opportunities to students and the public;

NOW THEREFORE, for and in consideration of the tasks performed by City and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, City and County hereby agree to the following:

1. City agrees to broadcast recorded regular and special Hidalgo County Commissioners Court Meetings (collectively referred to hereafter as “Recordings”) at no cost to the County.
2. County shall provide the Recordings to City in a mutually agreeable media format.
3. County agrees to the City editing the broadcast to shorten it by removing non-voting items such as Open Forum, provided a disclaimer is provided directing the audience to the County website for the official, full recording of the meeting at <https://www.hidalgocounty.us/1939/Commissioners-Court-LIVE>
4. Recordings shall be broadcasted on Fridays at 10:00 a.m., and City shall not pre-empt any scheduled broadcast of the Recordings.
5. All arrangements for on-air broadcast of the Recordings are subject to the regulations of the Federal Communications Commission (FCC), other laws governing broadcasting, and standard broadcasting practice.

6. City and County hereby agree that the term of this Agreement shall be for three (3) years and may be extended at the sole discretion of County for an additional one (1) year term, unless this Agreement is terminated pursuant to the provisions herein, whichever occurs first. Additionally, County reserves the right to extend the Agreement for an additional ninety (90) day grace period at the expiration of any term. Either party may terminate this Agreement by providing thirty (30) days written notice. In the event that City terminates this Agreement, City shall continue to provide the services herein until either an Agreement is entered into with a new provider and/or at the expiration of ninety (90) days, whichever earlier.
7. As a condition of this Agreement, City shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority during the term hereof related to the broadcasting of the Recordings.
8. The Parties agree that each shall be responsible for their own negligent acts or omissions or any other civil liability incurred in the course of the performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.
10. This Agreement shall not be assignable in whole or in part by either party without prior written consent of the other party.
11. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

 If to County: The County of Hidalgo
 Attn: Richard F. Cortez, County Judge
 100 E. Cano St., First Floor
 Edinburg, TX 78539

 If to City: City of McAllen
 Attn: Jim Darling, Mayor
 1300 Houston Avenue
 McAllen, TX 78501
12. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. No waiver by an 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.
14. The parties hereto covenant 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 this Agreement.

15. The execution and performance of this Agreement by each of the Parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the Parties hereto in accordance with its terms.
16. 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.
17. 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 to race, color, national origin, religion, sex, age, veteran status, or disability.

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

COUNTY OF HIDALGO, TEXAS

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF MCALLEN, TEXAS

Jim Darling, Mayor

ATTEST:

Perla Lara, City Secretary

APPROVED AS TO FORM:

Attorney for County

Mark Swaim, Assistant City Attorney