

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL AND THE COUNTY OF HIDALGO, TEXAS

THIS AGREEMENT is made on this the __ day of _____, 2020, by and between Lower Rio Grande Valley Development Council ("LRGVDC"), and the County of Hidalgo, Texas referred to herein as the ("COUNTY"), and collectively as ("PARTIES").

WITNESSETH

WHEREAS, the COUNTY is a "local government" and a political subdivision of the State of Texas; and

WHEREAS, the LRGVDC is a political subdivision of the State of Texas, a Regional Planning Commission and the Council of Government serving Cameron, Hidalgo, and Willacy County; and

WHEREAS, the LRGVDC was designated the aggregator of funds dedicated to the Census 2020 regional marketing campaign for the benefit of providing more exposure and importance of the Census to the general public and increase the overall Census response rate; and

WHEREAS, the COUNTY desires to utilize the LRGVDC to dedicate funds towards the Census 2020 campaign; and

WHEREAS, LRGVDC and COUNTY are authorized to enter into this Agreement pursuant to the Act, authorizing local governments to cooperate with political subdivisions to perform governmental functions and services;

NOW, THEREFORE, the COUNTY and the LRGVDC, in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PARTIES agree as follows:

1. PURPOSE:

The purpose of this MOU is to establish the rights and responsibilities of each party in a public marketing campaign operated under the "Census 2020" banner that will serve the citizens of Hidalgo County and the region. The goal of the project is to provide information, education, and encouragement for the general public to be sure that they are counted in the Census process due to begin on March 2, 2020 and end on May 31, 2020.

STATEMENT OF SERVICES TO BE PERFORMED:

- a. LRGVDC will dedicate the funds provided by the County of Hidalgo to this marketing campaign through a contribution to the general marketing fund established by the City of McAllen to achieve goals and objectives of the Census 2020 campaign.
- b. LRGVDC will perform all administrative activities for this project, up to and including: adhering to State and Federal regulations; submitting any required reports; publicizing and marketing the service; maintaining communication between all parties pertaining to the marketing campaign.

2. COST FOR SERVICES:

COUNTY shall provide Five Thousand and 00/100 dollars towards the Census 2020 campaign (\$5,000.00).

3. GENERAL TERMS AND CONDITIONS:

- a. LRGVDC agrees to carry out the services outlined above on March 2, 2020 2020, and continue such services through May 31, 2020.
- b. Either party may terminate this Agreement at any time upon sixty (60) days written notice of the termination to the other party.
- c. In performing all services under this Agreement, LRGVDC represents and warrants that it will comply with all applicable laws, licenses, rules, regulations and ordinances relating to the performance

of the services described in this Agreement. LRGVDC does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status or political affiliation.

- d. LRGVDC, at all times, will act as an independent LRGVDC and will not act or hold itself out to third parties as an employee or agent of County in the provision of services under the terms of this Agreement.
- g. 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 this 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 Agreement, 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.
- h. 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.
- i. This Agreement contains the entire Agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations 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 County and LRGVDC, and not otherwise.
- j. 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.
- k. 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 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 County: Hidalgo County, Texas
County Judge
Honorable Richard F.Cortez
100 East Cano,
2nd Floor
Edinburg, Texas 78539
ATTN: _____
PH: 956-318-2600
EMAIL:

If to LRGVDC: Lower Rio Grande Valley Development Council
301 W. Railroad Street
Weslaco, Texas 78596
ATTN: Ron Garza,
Executive Director
PH: 956-682-3481
EMAIL: rongarza@lrgvdc.org

1. 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.

m. 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. 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.

n. LRGVDC will indemnify and hold COUNTY harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the LRGVDC's or that of any person providing services hereunder through or for the LRGVDC. Upon written notice from the COUNTY, the LRGVDC will resist and defend at its own expense, and by counsel reasonably satisfactory to COUNTY, any such claim or action.

o. 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.

p. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

q. LRGVDC, including sub-contractors of the LRGVDC, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, 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.

r. 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.

s. 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 policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

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

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES on this the____day of_____, 2020.

THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

By: _____
Ron Garza, Executive Director

COUNTY OF HIDALGO, TEXAS

By: _____
Richard F. Cortez, Hidalgo County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney