

COUNTY OF HIDALGO, §
STATE OF TEXAS §

**CARES ACT INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND THE
CITY OF EDINBURG**

THIS Agreement is made on and entered into effective as of the ____ day of _____, 2020, by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“County”), and the **CITY OF EDINBURG** hereinafter referred to as (“City”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the City is a municipality defined as a “Local Government” under the Interlocal Cooperation Act, and a political subdivision organized under the laws of the State of Texas, within the boundary of Hidalgo County; and

WHEREAS, the County is defined as a “Local Government” under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, the County and City and their respective constituents have been affected by the COVID-19/Coronavirus public health emergency and the resulting Federal, State and Local disaster declarations and executive orders regarding the same; and

WHEREAS, the County and City, pursuant to its respective statutory and constitutional authority, are responsible for the safety and well being of the citizens, and both are desirous that necessary services and equipment are available to respond and mitigate the public health emergency; and

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the Interlocal Cooperation Act; and

WHEREAS, in response to the COVID-19 pandemic public health emergency, and in an effort to facilitate compliance with current public health measures related to the COVID-19, City and County have identified and are working toward providing applicable information to the residents of the City and County and the general public that includes announcements placed on the City’s Chamber of Commerce Video Board in an effort to mitigate the spread of COVID-19. (“Announcement”).

WHEREAS, County and City desire to enter into this agreement for a public purpose and for the benefit of the residents of County and City in that access to applicable information may assist in mitigating the spread of COVID-19 in the City and County and to further detail each party's duties and responsibilities; and

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

I. PROVISIONS OF SERVICES

Through this Agreement the **PARTIES** will develop a cooperative program to provide services as follows:

Purpose of Agreement:

1. The purpose of this agreement is to establish cooperation between the **County** and **City** on an “**as needed basis**” in order to coordinate the **City** and **County's** ongoing efforts and use of all available resources for public awareness of COVID-19 in an effort to facilitate compliance with current public health measures related to the COVID-19 public health emergency and in an effort to mitigate the spread of the same.

The participation of CITY and COUNTY in this initiative shall consist of the following:

2. **Signage:** In an effort to assist the citizens of the **County** and **City** with awareness and steps to mitigate the spread of COVID-19, County will utilize the City of **Edinburg Chamber of Commerce** Video Board to display the County's Announcement. The video board located at 602 W. University Dr., Edinburg, TX 78539 faces West-bound and East-bound traffic. Video board is full-color. County is responsible for designing the Announcement with approval of the Edinburg Chamber of Commerce. Design may include County's official name and/or logo, (8x4) contact information and applicable COVID-19 related Announcement. Announcements will average 20 seconds in length and be displayed a minimum of 20 times per day. Modifications to the length and display times may be made if it will better serve the public interest. Actual display order will be at the determination of the Edinburg Chamber of Commerce.

3. **Trademark:** County grants the Edinburg Chamber of Commerce permission to use sponsor logo and trademarks for purposes associated with this agreement.

4. **No Endorsements:** Notwithstanding any other term or condition of this Agreement to the contrary, no County Recognition Material or recognition of County of any other kind, may state or imply that Edinburg Chamber of Commerce endorses a particular company, organization or any

other entity, including County, or any other entity's goods or services, including County's goods or services.

5. **County** and **City** will designate a point of contact to streamline communications between the **City** and **County**.

6. **County** shall have no responsibility for the care and maintenance of the video board.

7. This Agreement and all rights granted under this Agreement are subject to (i) all applicable federal, state, and municipal, laws, regulations, codes, ordinances and orders (collectively, the "Applicable Laws"), (ii) all existing contractual arrangements and obligations of Chamber; (iii) all Chamber Rules.

II. TERM OR AGREEMENT

This Interlocal Agreement will begin on **September 08, 2020**, and extend until terminated by either party as provided below or by mutual written agreement of the PARTIES.

III. COMPENSATION

County agrees to pay City of Edinburg Chamber of Commerce, *Five Thousand Dollars (\$5000.00)* for use of the Video Board, as described herein, within thirty (30) days of receipt of invoice from City.

IV. NOTICES

All notices or other writing required under this Agreement shall be deemed to have been made when sent by mail to the following address:

TO: EDINBURG CHAMBER OF COMMERCE:

Attn: Ronnie Larralde, Executive Director
602 West University Drive
Edinburg, TX 78539

TO COUNTY:

County of Hidalgo
Attn: Richard Cortez, County Judge
100 E. Cano
Edinburg, TX 78539

VI. TERMINATION

This Agreement may be amended, modified or terminated by agreement of the **PARTIES**. Further, the agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

Termination with Cause. Either party may terminate this Agreement, effective upon delivery of a termination notice, without prejudice to any other legal or equitable rights to which such terminating party may be entitled, if (i) the other party fails to perform a material duty or obligation under this Agreement, and that failure is not (a) cured to the satisfaction of the non-defaulting party within thirty (30) days following written notice of the failure to the defaulting party, or (b) to the extent not reasonably curable within the thirty (30) day time period, attempted to be cured within the thirty (30) day period and, thereafter, pursued diligently until cured to the satisfaction of the non-defaulting party within a reasonable time period; or (ii) any of the representations or warranties made by the other party to this Agreement prove to be untrue or inaccurate in any material respect.

Edinburg Chamber of Commerce's Rights to Terminate. The Chamber may immediately terminate this Agreement upon written notice to Sponsor, if Chamber determines that continued affiliation with Sponsor is inconsistent with Chamber's mission or philosophy and/or adversely impacts the reputation of the Edinburg Chamber of Commerce. If Chamber terminates this Agreement, Sponsor will only be required to pay for a pro-rata portion of the Sponsorship Payment due to the chamber based on the Sponsorship Recognition actually provided to Sponsor by Chamber prior to termination. If Sponsor has, as of the effective date of termination, paid to Chamber more than the pro-rata amount, Chamber will refund the difference to Sponsor within thirty (30) days after the effective date of termination.

Continuing Obligations. Expiration or termination of this Agreement for any reason will not relieve either party from its obligation to (i) perform up to the effective date of expiration or termination, or (ii) perform such obligations as may survive expiration or termination.

VII. LAW GOVERNING VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the **PARTIES** to this Agreement shall be performable in Hidalgo County, Texas.

VIII. LIABILITIES

This Agreement is not intended to extend the liability of the **PARTIES** beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

IX. ADDITIONAL DOCUMENTS

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.

X. 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.

XI. 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.

XII. 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 race, color, national origin, religion, sex, age, veteran status, or disability.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES effective as of the date first written above.

**CITY OF EDINBURG CHAMBER OF
COMMERCE**

Print Name: Ronnie Larralde
Title: Executive Director

HIDALGO COUNTY, TEXAS

Richard Cortez, Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr. Hidalgo County Clerk

**APPROVED AS TO FORM
ON BEHALF OF THE COUNTY:**
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: Robert Viña, III, Assistant District Attorney

Approved by the Hidalgo County Commissioner's Court on: _____, 2020



Leticia Saenz <leticia.saenz@co.hidalgo.tx.us>

Re: "Welcome to Edinburg" - Leadership Edinburg Class XXXI

1 message

Robert Vina <robert.vina@da.co.hidalgo.tx.us>

Thu, Sep 3, 2020 at 3:03 PM

To: Leticia Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc: "garza, victor" <victor.garza@da.co.hidalgo.tx.us>, "Torres, Ellie" <ellie.torres@co.hidalgo.tx.us>

Good Afternoon Ms. Saenz,

As requested, please find attached a draft Interlocal Agreement between the County and the City of Edinburg (Chamber of Commerce) for the limited purpose of utilizing the Chamber Video Board for COVID 19 related announcements in the public interest of the City and County is approved as to form. This approval does not extend to the prior agreement provided by the City.

Please let us know if you have any questions

Respectfully,

Robert Viña III

Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
Edinburg, TX 78539
(956) 292-7609 EXT 8187
(956) 292-7619 FAX

robert.vina@da.co.hidalgo.tx.us

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO robert.vina@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

On Wed, Sep 2, 2020 at 12:15 PM Leticia Saenz <leticia.saenz@co.hidalgo.tx.us> wrote:

Hi Victor / Bobby-

Please send us an update or recommendation per our previous request in June and per your discussion with Commissioner Ellie Torres yesterday afternoon? We would like to move on this asap and place something on the agenda for next week with your final recommendation and approval.

Please advise!

Respectfully,
Letty