

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This Agreement is made and entered into on the _____ day of _____, 2021, by and between the **COUNTY OF HIDALGO, TEXAS**, by and through **COMMISSIONERS PRECINCT 1**, hereinafter referred to as the (“County”), and **CITY OF EDCOUCH** hereinafter referred to as (“City”), pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), as follows:

I. WTNESSETH:

WHEREAS, the City is a “local government” as defined by the Act, and a political subdivision of the State of Texas, within the boundary of 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, the City owns an area located on and around the Edcouch Community Center (“Center”) within the County of Hidalgo, where the City currently desires to construct a parking pad adjacent to and for the Center (the “Work”), and County maintains equipment and manpower to perform the Work and desires to assist City in this regard; and

WHEREAS, Both parties acknowledge that the joint use and development of the parking pad project (“Project”) on City premises located on and around the Center is in the best interest of the City and the County and better utilizes the taxpayers’ facilities by decreasing the cost of services and 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 mutual use and development of the premises herein contemplated; and

WHEREAS, City and County agree that access to the Center and surrounding grounds will enable the County and City to provide the community use of the premises for public events, 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) and (5) of the Local Government Code, as any corporate and political entity organized under state law,

NOW, THEREFORE, and in consideration of the premises and the mutual promises, covenants and agreements set forth in this Agreement, County and City agree as follows:

II. CONSIDERATIONS

A. Mutual agreements:

1. City agrees to utilize County labor, materials and equipment to accomplish the Work and County agrees to perform the Work in accordance with the specifications prepared by CSJ Group Engineering, including but not limited to, facilitating the construction of the parking pad and a related access drive, up to and including necessary excavation, placement and compaction of caliche sub-base, and asphalt paving, with elevation matching elevations to the aforementioned caliche/paving pad adjacent to the Center, the scope and location of the work more particularly described herein as **Exhibit "A"**.
2. County is projecting the estimated amount stated in **Exhibit "B"** attached hereto for cost of labor, materials and equipment to complete the Work. Current hourly rates for County individuals required to complete the Work include all benefits and other costs associated with the employment of each such individual required to complete the Work.
3. The City will promptly provide, at all times and in the quantities required by the County and pay for the cost as found in **Exhibit B** or as amended, of any and all labor, materials or equipment required and necessary to pave parking pad and related access drive, including but not limited to caliche sub-base for the related access drive as aforementioned, the scope and location of the work more particularly described herein as **Exhibit "A"**. City agrees to pay the lump sum amount of Sixteen Thousand, Three hundred Forty Three Dollars and 37/100ths (\$16,343.37) upon execution of this agreement for materials as provided in the estimated cost of the Project (*See Exhibit B - Estimate*). County shall invoice and City agrees to pay the final cost of the Project based on remaining estimated costs found in Exhibit B or as amended. County may request and City agrees to pay progress payments upon invoice from the County on an as needed basis in accordance with the estimated costs found in **Exhibit B** or as amended.

4. The City will coordinate with any other City contractors who may be at the Center or surrounding premises to provide access and allow County work crews and equipment to conduct activities under the terms of this agreement, in order to minimize the interference of other trades performing construction activities on or around the project site.
5. The parties agree that any and all other costs associated with the performance of this agreement, not including labor and equipment provided by the County, will be the responsibility of the City in its entirety, including but not limited to the repair and maintenance of the parking pad or access drive, after completion of the work more particularly described herein as **Exhibit "A"**.
6. County will, to the extent reasonably possible, follow the County's standard specifications in improvements unless otherwise agreed in writing by both parties.
7. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational fiscal affairs of the parties and will complete the Project no later than 180 days from the execution of this Agreement.

B. Term. The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above.

C. Termination. Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.

D. Liability Insurance. Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

E. Indemnification. 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.

F. Immunities. 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.

- G. Conflict 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 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 contract, the later shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.
- H. No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- I. Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement 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 City and not otherwise.
- J. Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
- K. Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests 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:

To City of Edcouch:

City of Edcouch
Attn: Mayor
211 Southern Ave.
Edcouch, Texas 78538

If to County of Hidalgo:

**County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539**

With copy to:

**Hidalgo County Precinct 1
Attention: Commissioner, Precinct 1
1902 Joe Stephens Avenue
Weslaco, Texas 78596**

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.

- L. 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.
- M. Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.
- N. Assignments.** This Assignment shall not be assignable.
- O. 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 any paragraph hereof.
- P. 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.
- Q. 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, disability or any other category protected under law, including, but not limited to the provisions of Title VI of the Civil Rights Act of 1964, as amended.

- R. Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon (90) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
- S. Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, 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 subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Therefore, if applicable, the required contract clauses are attached and incorporated by reference into this County contract should it be subject to Federal award.
- T. Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
- U. 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.
- V. Prior Agreements.** This Agreement supersedes and terminates all previous Interlocal Agreement(s) 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.
- W. 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.

- X. 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 Parties in accordance with its terms.
- Y. Fixtures-Special Condition.** Upon the completion of this Agreement by either the City or the County, any movable equipment or appurtenances will be removed and taken by the County within a reasonable time. If the equipment and appurtenances are not movable, then in such event, said equipment and appurtenances will become the sole property of the City after notice of the same.
- Z. Dispute Resolution.** It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party will be submitted within two weeks to a neutral, trained party for assistance in dispute resolution by means of non-binding mediation. If mediation efforts are unsuccessful, parties may resort to protecting their rights by litigation in district court.

[SIGNATURE PAGE TO FOLLOW]

THIS AGREEMENT is executed and effective as of the date first written above.

COUNTY OF HIDALGO, TEXAS

BY: _____
Richard F. Cortez, Hidalgo County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

CITY OF EDCOUCH

BY: _____
_____, Mayor

ATTEST:

BY: _____
_____, City Secretary

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

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III, Assistant District Attorney