

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HIDALGO AND
THE HIDALGO COUNTY HIDTA TASK FORCE**

This Agreement is made on this the ____ day of _____ 2023 by and between the **HIDALGO COUNTY HIDTA TASK FORCE** (hereinafter referred to as "**HIDTA**") and the **COUNTY OF HIDALGO** (hereinafter referred to as "**COUNTY**") for the purpose of the reimbursement of janitorial services, incurred by **HIDTA**.

WHEREAS, HIDTA and COUNTY have close government ties; and

WHEREAS, HIDTA and COUNTY entered into a Memorandum of Understanding for janitorial services on or about September 15, 2020, which is superseded by the execution of this Memorandum of Understanding; and

WHEREAS, HIDTA has moved to a new facility located at 825 Sioux Road, Alamo, Texas (hereinafter referred to as the "**Facility**"), and occupies two buildings (hereinafter referred to as the "**Administrative Building**" and the "**Agent Building**"), totaling approximately nine thousand square feet (9,000 sq. ft.) and sits on approximately ten (10) acres of land (hereinafter, the approximate two (2) acre tract of land that houses the **Facility** will be identified as "**Section 1**" of the property, the approximate eight (8) acre tract of land surrounding **Section 1** will be identified as "**Section 2**" of the property, and the tract of land to the North of the property between the fence line and roadway will be referred to as the "**Right of Way**"); and

WHEREAS, HIDTA would benefit from custodial and ground maintenance services provided by the **COUNTY**.

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

1. **COUNTY** agrees to perform custodial and ground maintenance services to the **Facility** described in this Agreement.
2. **HIDTA and COUNTY** will coordinate work schedules in order to provide for minimal disruption of operations of the **Facility**. **COUNTY** will provide daily services Monday-Friday, excluding weekends and all County observed holidays.

Custodial Services

3. **COUNTY** shall furnish all labor, tools, specialized equipment, material, supplies, supervision, and transportation to perform custodial services as specifically outlined below:

Administration Building & Agent Building:

- Wash all mirrors, sinks, and bright work with cleaner.
- Clean & wash thoroughly toilets, toilet seats and urinals inside and out.
- Replenish hand soap, all paper dispensers, spray deodorizer.
- Dump trash and replace trash can liners
- Sweep & mop floors using disinfectant cleaners
- Clean under chairs, mats and moveable furniture.
- Vacuum all carpeted areas and mats, report all stains
- Wipe all furniture exposed cleaning finger prints and smudges
- Remove handprints & spots from doors, door plates, handles, light switches and counters
- Clean & sanitize all door handles in break rooms, conference rooms, lobby entrances, and common areas & restrooms
- Wipe clean and sanitize all light switches
- Clean Counter tops
- Clean and disinfect Sinks
- Sweep and mop floors
- Wipe Kitchen Furniture
- Cleaning of Bath Tubs and/or Showers

Outdoor Restroom:

- Wash all mirrors, sinks, and bright work with cleaner.
- Clean & wash thoroughly toilets, toilet seats and urinals inside and out.
- Replenish hand soap, all paper dispensers, spray deodorizer.
- Dump trash and replace trash can liners
- Sweep & mop floors using disinfectant cleaners

Excluded Services:

- Cleaning of Personal Items
- Cleaning Interior of Microwaves, Refrigerators, and Coffee Maker Etc.
- Washing Dishes and Utensils

Schedule:

- The Administration Building will be serviced once daily
- The Agent Building will be serviced once daily
- The outdoor restroom will be serviced once weekly

Ground Maintenance Services

4. COUNTY shall furnish all labor, tools, specialized equipment, material supplies, supervision, and transportation to perform ground maintenance services as specifically outlined below:

Section 1 (2 Acres):

- Grass shall be mowed in all areas of the property at a uniform height of 2-3 inches.
- All areas around trees, shrubs, buildings, posts, fences, flower beds, sidewalks and curbs will be edged with lawn trimmers after each mow.
- Grass clippings shall be removed from porches, walkways, sidewalks, driveways, and parking areas through the use of a blower after each mow.
- Herbicides will be applied as needed in order to control undesirable vegetation and inhibit unwanted growth along sidewalks, curbs, roads, and parking areas.

Section 2 (8 Acres):

- Grass shall be mowed in all areas of the property at a uniform height of 2-3 inches.
- The fences and perimeter of the property will be edged with lawn trimmers after each mow.

Right of Way:

- Grass shall be mowed in all areas of the right of way at a uniform height of 2-3 inches.
- All areas around the entranceways, roadway, and fence will be edged with lawn trimmers after each mow.
- Grass clippings shall be removed from the entranceways through the use of a blower after each mow.
- Herbicides will be applied as needed in order to control undesirable vegetation and inhibit unwanted growth along the entranceways and roadway.

Excluded Services:

- Fertilization
- Aeration
- Tree Services / Palm Tree Grooming
- Hedge Trimming
- Pruning
- Flower Services
- Irrigation maintenance and repair
- Mulching
- Leaf Removal

Schedule:

- Section 1 of the property and the right of way will be serviced once, every two weeks.
- Section 2 of the property will be serviced on a quarterly basis.

Consideration

5. **HIDTA** agrees to be solely responsible to **COUNTY** in the amount of one thousand, two hundred sixty five dollars (\$1,265.00) billed monthly. (For breakdown, see **Exhibit A**).
6. **HIDTA** agrees to reimburse **COUNTY** within thirty (30) days of receipt of the invoice

from COUNTY.

General Terms

- 7. **Term.** This Agreement shall be for a term of four (4) years commencing on the execution date listed above.
- 8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law), 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 latter shall prevail, but in such event the affected provision or provisions of this Agreement. The Agreement shall be modified only to the extent necessary to conform to the applicable law bringing them within the legal requirements and only during the time such conflicts exists.
- 9. **No Waiver.** 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.
- 10. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 HIDTA, and not otherwise.
- 11. **Texas Law to Apply.** 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.
- 12. **Notice.** 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

To HIDTA: **Juan Sifuentes, Commander**
Hidalgo County HIDTA Task Force
P.O. Box 5719 McAllen, Texas 78502

To COUNTY: **County of Hidalgo**
Attention: Richard F. Cortez, County Judge
100 S. Closner
Edinburg, Texas 78540-0758

**With copy to: Terry Palacios
Hidalgo County Criminal District Attorney
100 N. Closner
Edinburg, Texas 78539**

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.

13. 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.

14. Authority to Execute. 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 to in accordance with its terms.

15. 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 as herein provided.

16. 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 thirty (30) 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 provision of Tex. Loc. Govt. Code Atm. 271.903.

17. Severability. Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

APPROVED BY COMMISSIONERS' COURT ON _____, 2023.

Agenda Item No. _____ Executive Office: _____

HIDTA:

COUNTY OF HIDALGO:

Juan Sifuentes, Commander

Hon. Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios**

Michelle Lopez, Assistant District Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF HIDALGO AND THE HIDALGO COUNTY HIDTA
TASK FORCE**

EXHIBIT A

Custodial Services Rates:

Rate of \$1.50 per sqft.

- Annual rate = \$13,500
- Monthly rate = \$1,125.00

*These rates were calculated as follows:

9,000 sqft. X \$1.50 per sqft. = \$13,500 annually
 $\$13,500 \div 12$ monthly payments = \$1,125.00/ mth

Grounds Maintenance Rates:

Section 1: (2 acre compound + Right of Way)

- Annual rate = \$1,040.00
- Monthly rate = \$86.67

*These rates were calculated as follows:

\$20.00/acre x 2 acres = \$40.00 / service visit
 $\$40.00 \times 26$ weeks (52 weeks/yr \div 2) = \$1,040.00 / yr
 $\$1,040.00 \div 12$ monthly payments = \$86.67/mth

Section 2: (8 acres of surrounding land)

- Annual rate = \$640.00
- Quarterly rate = \$160.00
- Monthly rate = \$53.34

*These rates were calculated as follows:

8 acres x \$20.00/acre = \$160.00/quarterly service visit
 $\$160.00 \times 4$ qtrs/yr = \$640.00/yr
 $\$160.00 \div 3$ mth/qtr = \$53.34

Total Combined Grounds Maintenance Fees:

- Annual rate = \$1,680.00
- Monthly rate = \$140.00

Combined Services Total:

- Annual rate = \$15,180.00
- Monthly rate = \$1,265.00