



STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS
RIO GRANDE VALLEY AND THE COUNTY OF HIDALGO
C-21-082-09-07**

**Archaeology Community Engagement and Archaeological Research Program for the Pauper
Cemetery**

This Agreement is made on this the 07th day of September, 2021 by and between The University of Texas Rio Grande Valley, (“UTRGV”), and the County of Hidalgo, acting by and through the Hidalgo County Health Department (“County”), (collectively, the “Parties”), collectively referred to as the “Parties”, pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (“Act”) as follows:

WITNESSETH:

WHEREAS, UTRGV is a state agency organized under Chapter 79 of the Texas Education Code, as an institution of higher education as defined by Texas Education Code Section 61.003(8) and is a component institution of The University of Texas System with a campus in Hidalgo County, Texas; and

WHEREAS, County is a “local government” as defined by the Act, and a political subdivision of the State of Texas; and

WHEREAS, County maintains and operates the Hidalgo County Pauper Cemetery, located on East Schunior Street (FM 2128) about .25 miles East of US Expressway 281, within the jurisdictional boundaries of the County of Hidalgo, Texas.

WHEREAS, UTRGV desires to provide an educational and research program experience of the highest quality for its students, under the direction of UTRGV personnel, with respect to archaeology and community engagement in archaeological research; and

WHEREAS, UTRGV desires to provide students in such courses with experience by utilizing appropriate facilities and personnel of the Hidalgo County Pauper Cemetery, which will be provided under this agreement (the "Project"); and

WHEREAS, UTRGV and County are authorized to enter into this Agreement pursuant to the Act, authorizing governmental entities to cooperate with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, in consideration of the mutual promises contained herein, in order to establish and implement the Project involving archeology and community engagement in archaeological research, the Parties agree to collaborate for the provision of the services through the Project as follows:

1) Purpose and Scope:

The purpose of this agreement is to promote collaboration in the conduct of public archaeology research and student training through the Hidalgo County Pauper Cemetery Project (HCPCP) which is a project with such goals as mapping the exact boundaries of the cemetery and identifying where the graves are located using satellite imagery, GIS technology and on-site topographic observation.

2) Definitions:

Participant(s): Student(s) enrolled in a course that has been designated for furthering the HCPCP goals.

Field experiences: Archaeology research experiences in authentic (non-classroom) setting, under the direction of an approved cooperating teacher/field supervisor.

3) The Parties will engage in:

- a. Shared planning, decision making, and participation in developing and implementing the HCPCP;
- b. Review of HCPCP progress and program data;
- c. Participation in decision making for continuous improvement of the Project through bi-monthly Steering Committee meetings; and
- d. Pursuit of scholarship to improve practice.

4) Responsibility of County:

Except for acts to be performed by UTRGV pursuant to the provisions of this Agreement, County will allow coordinated access to the premises of the Hidalgo County Pauper Cemetery, coordinate personnel, and available services, to assist with the educational experience specified in the Project. In connection with such Project, Hidalgo County will:

- a. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; assist in complying with all applicable requirements of any accreditation authority; and certify such compliance upon request by UTRGV;
- b. permit the authority responsible for accreditation of UTRGV's curriculum to inspect the facilities, services, and other items provided by Hidalgo County for purposes of the educational experience;
- c. provide infrastructure items to ensure the health and safety of participating students, including a freestanding sun shelter or shade tent, portable toilet, and potable water; and
- d. designate a person to serve for Hidalgo County as liaison ("Facility Liaison") by the following procedure:
 - (1) Hidalgo County shall submit to UTRGV the name of the person proposed as Hidalgo County Liaison in writing at least 30 days prior to the date the designation is to become effective.
 - (2) UTRGV shall notify Hidalgo County of UTRGV's approval or disapproval of such person within 10 days after receipt of such notice.

- (3) No person shall act as Hidalgo County Liaison without the prior written approval of UTRGV.
- (4) In the event the Hidalgo County Liaison approved by UTRGV later becomes unacceptable and UTRGV so notifies Hidalgo County in writing, Hidalgo County will designate another person in accordance with the procedure outlined in this paragraph 6.d.

5) Responsibilities of UTRGV:

- a. furnish Hidalgo County with the names of the students assigned by UTRGV to participate in the Program;
- b. assign only those students who have satisfactorily completed those portions of UTRGV curriculum that are prerequisite to Program participation; and
- c. designate a member of the UTRGV faculty (“University Representative”) to coordinate the educational experience of students participating in the Program with the Hidalgo County Liaison. UTRGV shall give Hidalgo County written notice of the name of the University Representative.

6) General Terms and Conditions:

- a. **Term and Termination.** This Agreement shall commence as of the 07th day of September, 2021, and remain in effect until the 06th day of September, 2023. This Agreement may automatically renew for two (2) additional one (1) year terms under the same terms and conditions, or as amended by written agreement between the Parties. The Agreement may be terminated earlier by either party in accordance with this Agreement. Either Party may terminate this Agreement without cause by giving the other party ninety (90) days’ written notice.
- b. **Independent Contractors.** Under no circumstances shall any employee or student of UTRGV be considered an agent or employee of County; they will be considered to be on the premises for the purpose of participating in the Program. County has no authority to dismiss UTRGV employees or students without UTRGV’s consent. However, County personnel may make recommendations to and shall retain its full power to control the practice and operations of the HCPC.
- c. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no prior or contemporaneous agreements, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be

- j. **Non-Discrimination.** The Program 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 UTRGV and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
- k. **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither UTRGV nor County waive, 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.
- l. **Performance of Governmental Functions.** The Parties hereto are 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.
- m. **Commitment of Current Revenues.** In the event that during the 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 sixty (90) days written notice to the other party. Each of the parties hereto agrees 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.

[Signature Page to Follow]

EXECUTED by the County of Hidalgo and The University of Texas Rio Grande Valley in duplicate copies, each of which will be deemed an original.

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

DocuSigned by:
By: Janna Arney 10/27/2021
8D452866450E40C...
Dr. Janna Arney
Executive Vice President and Provost
The University of Texas Rio Grande Valley

DS
MS
Reviewed by Dr. Christine Shupala

COUNTY OF HIDALGO, TEXAS

By: Richard F. Cortez
Richard F. Cortez, Hidalgo County Judge

APPROVED BY
COMMISSIONERS COURT
ON: 9/7/21 grb

ATTEST:

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



APPROVED AS TO FORM:

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

By: Ricardo Rodriguez, Jr.
Ricardo Rodriguez, Jr., Assistant District Attorney

1. **AI-82219** A. Pursuant to provision No.11 of the Legal Notice for Hidalgo County, to accept and approve the vendor offered discount on behalf of Mor-Wil, L.L.C to Contract# C-21-0482C-08-10 "Brush and Vegetative Debris Removal Services" for the following line item:

Description of Service	\$ Per Cubic Yard (Original Bid Price)	\$ Per Cubic Yard (Discounted Price)
ROW Vegetative Debris Removal (Collect & Haul)	\$9.75	\$6.85

(Audio Reference 1h:34m 22s)

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on agenda item 23.A.1.A.

Vote: 4 - 0 - Unanimously

B. Requesting approval to include and/or replace current Exhibit B on Contract# C-21-0482C-08-10 "Brush and Vegetative Debris Removal Services" with the revised document to reflect the discounted price. (Audio Reference 1h:35m 02s)

On motion by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval on agenda item 23.A.1.B.

Vote: 4 - 0 – Unanimously

B. Executive Office

1. **AI-82196** Requesting acceptance and approval of final negotiated AIA Document to award the #1 ranked firm ECON in the amount of \$4,026,100.00 as the CSP General Contractor for the Pct 4 - New Justice Center Project. (Audio Reference 1h:35m 22s)

On motion by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on agenda item 23.B.1.

Vote: 4 - 0 - Unanimously

2. **AI-82064** Requesting approval of the Interlocal Cooperation Agreement (ICA) between the University of Texas Rio Grande Valley (UTRGV) and the County of Hidalgo to provide an educational and research program experience with respect to archaeology to UTRGV students at the Hidalgo County Pauper Cemetery. (Audio Reference 1h:35m 50s)

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 3, EVERARDO "EVER" VILLARREAL, the Court made a UNANIMOUS vote of approval on agenda item 23.B.2.



Vote: 4 - 0 - Unanimously

C. Pct. 1

APPROVED

AI-82064

Purchasing Department 23. B. 2.

**CC REGULAR AGENDA
SPECIAL MTG**

Executive Office

Meeting Date: 09/07/2021

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of the Interlocal Cooperation Agreement (ICA) between the University of Texas Rio Grande Valley (UTRGV) and the County of Hidalgo to provide an educational and research program experience with respect to archaeology to UTRGV students at the Hidalgo County Pauper Cemetery.

BACKGROUND

Project No. 21-082-YZV

Fiscal Impact

CALENDAR YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Fiscal impact are not a factor for Hidalgo County.

Attachments

legal approval

agreement

EM-Executive Office

EM-UTRGV-Okay for ICA

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Dina Trevino	09/01/2021 07:20 PM
Budget & Management	Veronica Ortiz	09/02/2021 10:09 AM
Final Approval	Monica Salinas	09/03/2021 06:59 PM
Form Started By: Yolanda Velasquez		Started On: 08/17/2021 09:24 AM
Final Approval Date: 09/03/2021		



2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date:	<u>09/13/2021</u>	Department:	<u>000 - Hidalgo County</u>
Contract No.:	<u>C-21-082-09-07</u>	Effective Date:	<u>09/07/2021</u>
Description of Project:	<u>Interlocal Cooperative Agreement-Study of Pauper Remains</u>		
Awarded Vendor:	<u>UTRGV</u>		
CC Approval on	<u>09/07/2021</u>	AI-	<u>82064</u>

Routing of documents:

- 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: **Robert Viña**
- 3. County Judge's Office – Attn: Richard F. Cortez
- 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- 5. Purchasing Department – Attn: **Yolanda Velasquez** ext. 4881

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____