

## INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract (Contract)** is entered into effective **April 8, 2024 (Effective Date)**, by and between Contracting Parties pursuant to authority granted in and in compliance with [Chapter 791, Government Code](#).

### CONTRACTING PARTIES:

**Receiving Party:** Hidalgo County, of the State of Texas.

**Performing Party:** The University of Texas, Center for Public Policy Dispute Resolution, of the State of Texas.

### PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to develop and deliver a workshop for Hidalgo County elected officials (**Project**). This Contract will increase the efficiency and effectiveness of Contracting Parties.

### STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (**services**):

1. Participate in planning meetings with county staff;
2. Develop and deliver workshop; and
3. Prepare Executive Summary.

### WARRANTIES:

Receiving Party warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in [Chapter 791, Government Code](#); (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on Receiving Party's behalf is authorized by its governing body to do so.

Performing Party warrants (1) it has authority to perform the services under authority granted in Section 44.031, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on Performing Party's behalf is authorized by its governing body to do so.

### CONTRACT AMOUNT:

The total amount of this Contract will not exceed **\$4,200**.

### PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with [Chapter 2251, Government Code](#) (Texas Prompt Payment Act).

Payments made under this Contract (1) are based on cost recovery (2) will fairly compensate Performing Party for the services performed, and (3) will be made from current revenues available to Receiving Party.

[Section 51.012, Education Code](#), authorizes Receiving Party to make payments through electronic funds transfer methods. Performing Party agrees to accept payments from Receiving Party through those methods, including the automated clearing house system (ACH). Performing Party agrees to provide its banking information to Receiving Party in writing on Performing Party letterhead signed by an authorized representative of Performing Party. Prior to the first payment, Receiving Party will confirm Performing Party's banking information. Changes to Performing Party's bank information must be communicated to Receiving Party in writing at least thirty (30) days before the effective date of the change and must include an IRS Form W-9 signed by an authorized representative of Performing Party.

**TERM:**

The term of this Contract begins on the Effective Date and expires on April 30, 2024.

**NOTICES:**

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Contract, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: Hidalgo County  
Richard F. Cortez, County Judge  
100 E. Cano, 2<sup>nd</sup> floor  
Edinburg, Texas 78539  
Email: [valde.guerra@co.hidalgo.tx.us](mailto:valde.guerra@co.hidalgo.tx.us)  
Attention: Valde Guerra, County Executive Officer

*with copy to:* Hidalgo County Purchasing Department  
2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Email: [ignacio.amezcua@co.hidalgo.tx.us](mailto:ignacio.amezcua@co.hidalgo.tx.us)  
Attention: Ignacio Amezcua, Purchasing Director

If to Performing Party: Center for Public Policy Dispute Resolution  
The University of Texas School of Law  
727 E. Dean Keeton St.  
Austin, TX 78705  
Email: [vread@law.utexas.edu](mailto:vread@law.utexas.edu)  
Attention: Vicki Read

or other person or address as may be given in writing by either party to the other in accordance with this Section.

**TERMINATION:**

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

Receiving Party may terminate this Contract without cause upon sixty (60) days' advance written notice of termination to the

**OTHER PROVISIONS:**

**Access by Individuals with Disabilities.** Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Contract (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#) and [1 TAC Section 206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Contract and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Contract.

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by [1 TAC Section 213.38\(g\)](#).

**Payment of Debt or Delinquency to the State.** Pursuant to Sections [2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

**Venue; Governing Law.** Travis County Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

**Entire Agreement; Modifications.** This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on the parties, and may not be waived, modified, amended or altered, except by a writing signed by Receiving Party and Performing Party.

**Loss of Funding.** Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

**State Auditor's Office.** Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

**Assignment.** This Contract is not transferable or assignable except upon written approval by Contracting Parties.

**Severability.** If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

**Public Records.** It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code \(Public Information Act\)](#), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

**Executed effective on the Effective Date by the following duly authorized representatives of Contracting Parties:**

**RECEIVING PARTY:**

**Hidalgo County**

By: \_\_\_\_\_  
Name: Richard F. Cortez  
Title: Hidalgo County Judge

Date: \_\_\_\_\_

**PERFORMING PARTY:**

**University of Texas at Austin**

By: \_\_\_\_\_  
Name: Linda Shaunessy  
Title: Business Contracts Administrator

Date: \_\_\_\_\_