

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY
AND THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY**

THIS Agreement is made on and entered into on this the 1st day of October 2024, by and between the **COUNTY OF HIDALGO**, hereinafter referred to as (“County”), and **THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY** hereinafter referred to as (“UTRGV”), collectively referred to as (“Parties”), pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code and Texas Local Government Code Chapter 263.

WITNESSETH:

A. WHEREAS, UTRGV is an agency of the State of Texas organized under Chapter 79 of the Texas Education Code; a political subdivision as defined by the Act ; an institution of higher education as defined by Texas Education Code Section 61.003(8); and a component institution of The University of Texas System;

B. 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;

C. WHEREAS, the Interlocal Cooperation Act, Chapter 791 Texas Government Code, provides authorization for a local government to contract with institutions of higher education to perform governmental functions and services under the terms of the Act;

D. WHEREAS, County may dispose of surplus property by donating it to a civic or charitable organization located in the county, pursuant to Tex. Loc. Gov't Code § 263.152(4), if it serves a public purpose and/or the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

E. WHEREAS, the surplus property, generally described as modular buildings of approximately 14,368 gross square feet, and all fixtures and appurtenances thereto, identified in the attached Exhibit “A” (“Surplus Property”) are no longer needed by County for any purpose;

F. WHEREAS, County and UTRGV desire to collaborate on the transfer of the Surplus Property identified in the attached Exhibit “A” to UTRGV to serve a joint public purpose;

G. WHEREAS, the Surplus Property will be utilized by UTRGV in furtherance of its educational function and will benefit its faculty staff and students;

H. WHEREAS, UTRGV will provide the County with adequate consideration, such as relieving the County of transportation or disposal expenses related to the Surplus Property;

NOW THEREFORE, for good and sufficient consideration, Parties hereby agree as follows:

I. The County of Hidalgo agrees that:

1. County warrants that it is the lawful owner in every respect of the Surplus Property; County has good title to the Surplus Property; County has full authority to grant, sell, and transfer the Surplus Property; and that the Surplus Property will be granted, transferred, and conveyed free and clear of all liens, claims, or other encumbrances.
2. County shall declare that the Surplus Property identified in the attached Exhibit "A" is surplus property under Tex. Loc. Gov't Code § 263.152(4).
3. County shall make a finding that the transfer of the Surplus Property as identified in the attached Exhibit "A" to UTRGV serves a public purpose and provides County with adequate consideration.
4. County shall transfer all right, title and interest in and to the Surplus Property identified in the attached Exhibit "A" to UTRGV.
5. County shall not be responsible for any damages or injuries resulting from any work relating to the removal of Surplus Property from its current location nor during transportation to the final destination, wherever UTRGV deems it necessary.
6. County shall make the necessary arrangements to deactivate existing utilities so UTRGV's moving team can safely disconnect all utilities prior to removing the Surplus Property.

II. The University of Texas Rio Grande Valley agrees that:

1. In consideration for the transfer of County's right, title and interest in and to the Surplus Property identified in the attached Exhibit "A", UTRGV agrees that County shall have no further financial responsibility for any relocation, transportation, repair, maintenance or upkeep expenses related to the Surplus Property being transferred.
2. UTRGV accept the transfer of County's rights, title and interest in and to the Surplus Property identified in the attached Exhibit "A."
3. UTRGV accepts the transferred Surplus Property in "as-is" condition and acknowledges that County makes no warranty in any manner as to the working condition for any purpose.
4. UTRGV agrees that the transfer of Surplus Property will not begin until a date authorized by the County and the County will provide sufficient notice to UTRGV so the necessary provisions for removal and transportation of the Surplus Property can be arranged and scheduled to meet the County's timeline.
5. UTRGV will be responsible for hiring any necessary professional services (engineers, architects and trade personnel) required for the safe removal and transportation of the Surplus Property.

6. UTRGV will be responsible for all local and state permits that may be required relating to the removal of the Surplus Property from its current location, including any municipal permits, project registration fees, etc..
7. UTRGV will be responsible for all related expenses to disassemble, remove and/or salvage all infrastructure (above and below ground) in order to allow for the removal of the Surplus Property and maintain the area in a safe condition for the services which are to remain in place.
8. UTRGV will be responsible for all work that may be required relating to the removal and transportation of the Surplus Property from its current location such as removing and/or replacing fences, traffic control systems, site and utility infrastructure restoration, etc. to render the current location free of debris, free of obstructions as agreed upon between both UTRGV and County's project coordinator.
9. UTRGV will be responsible for coordinating with law enforcement or related agencies to safely remove and transport the Surplus Property from County property to its final destination.
10. UTRGV will be responsible for any registration services and fees related to the transfer of the Surplus Property as necessary.

III. General Provisions

- 1. The Parties agree that any unforeseen items relating to the conveyance, removal and/or transportation of the Surplus Property not mentioned in this Agreement shall be coordinated between UTRGV and County as necessary.**
2. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor UTRGV waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.
3. This Agreement represents the entire agreement between County and UTRGV and this Agreement supersedes all prior negotiations, representations or agreements, either written or oral between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by the governing bodies of both County and UTRGV or those authorized to sign on behalf of those governing bodies.
4. 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:

If to the UTRGV:

The University of Texas Rio Grande Valley
1201 W. University Drive
Edinburg, TX 78539
E-mail: michael.mueller@utrgv.edu
Fax: (956) 665-2307
Attention: Michael Mueller
Executive Vice President for Finance and Business
Affairs and Chief Financial Officer

If to County:

Hidalgo County
Attention: Richard F. Cortez, County Judge
100 East Cano St. 2nd Floor
Edinburg, TX 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.

5. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas.
6. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties that the remaining portions of this Agreement shall remain valid and in full force and effect to the extent possible.
7. Neither Hidalgo County nor UTRGV, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that Hidalgo County and UTRGV have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.
8. The Parties agree that they will use reasonable, good faith efforts to execute each 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.
9. This 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 UTRGV and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
10. The undersigned officer or agent is the properly authorized official who has the necessary authority to execute this Agreement, and each party hereby certifies to the other that any

necessary resolutions extending said authority have been duly passed and are now in full force and effect.

11. 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 ninety (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.

(Signature Page to Follow)

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

APPROVED BY COMMISSIONER’S COURT ON THE 1ST DAY OF October, 2024.

Agenda Item No. 96909

**THE UNIVERSITY OF TEXAS RIO GRANDE
VALLEY**

Michael Mueller, Executive Vice President
for Finance and Business Affairs and
Chief Financial Officer

HIDALGO COUNTY, TEXAS

Richard F. Cortez, County Judge

ATTEST:

By:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney’s Office
Toribio “Terry” Palacios.

By:

Michelle Lopez, Assistant District Attorney

EXHIBIT “A”
SURPLUS PROPERTY



Hidalgo County Courthouse Modular Buildings

Approx. 14,368 gsf

Prepared: Oscar Villarreal,
Director for Facilities Management
Hidalgo County

Date: Aug 12, 2024

Modular Building, Scope of Work

Purpose: Hidalgo County is desiring to clear the respective Courthouse modular buildings site to accommodate for New Courthouse business use.

General Statement:

It shall be understood that all work necessary to remove the modular buildings shall be the sole responsibility of the entity for which the units will be transferred in ownership.

Building Floor Plans: Plans will be made available to the recipient agency once the assets has been awarded accordingly.

Site Plan: Southeast corner of W. McIntyre and N. 10th St Edinburg Texas 78539

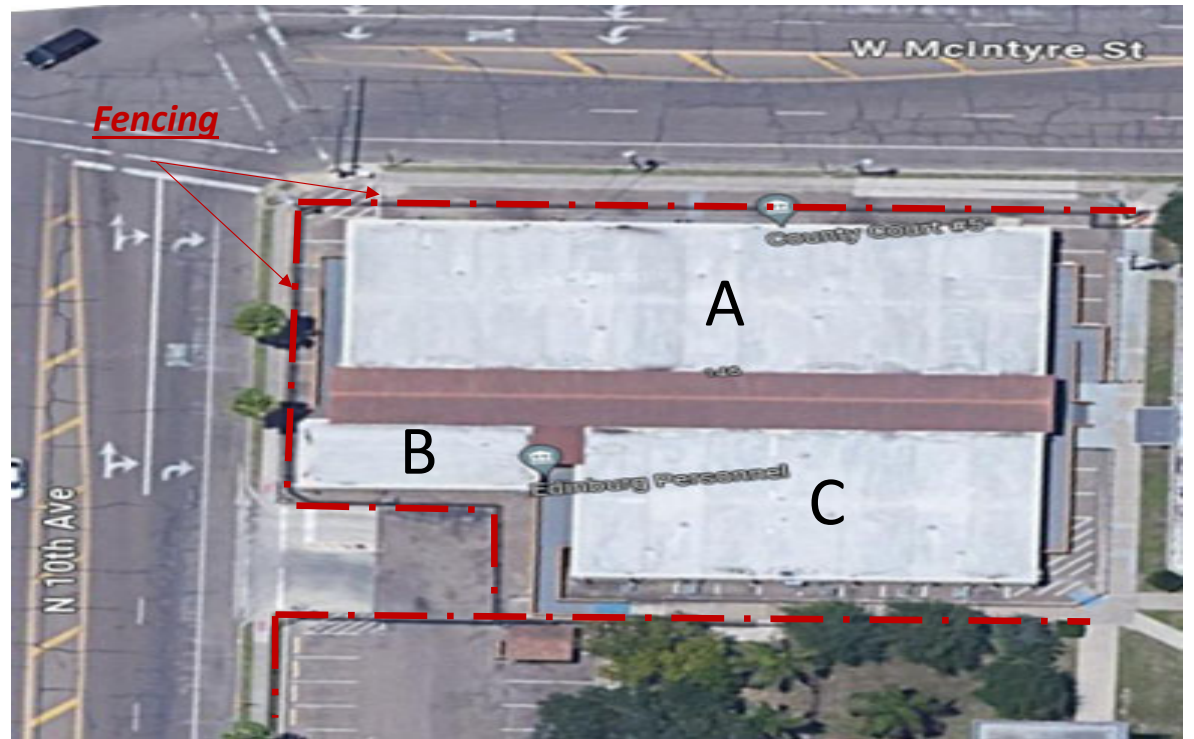
SqFt:

A. 7,952

B. 1,100

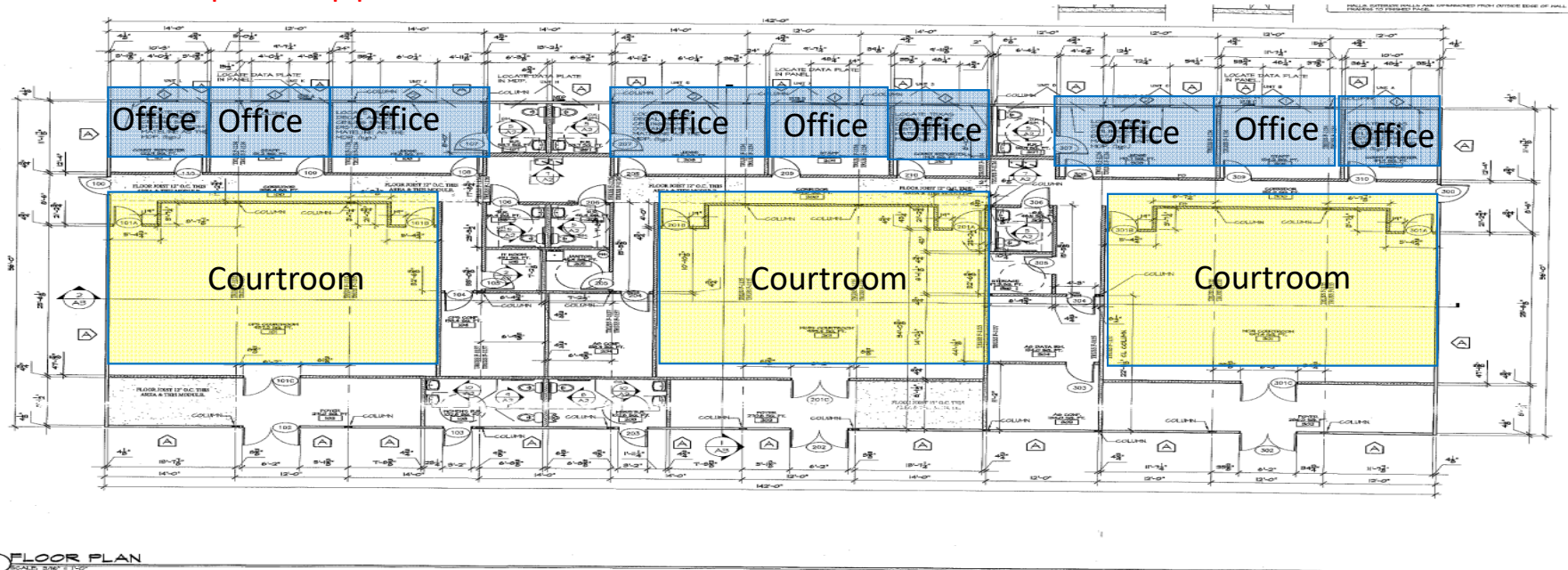
C. 5,246

Note: Fencing to be removed for the removal of the units and restored at the end of the project for security purposes.



General Description:

- **Building A:**
 - a. Three courtrooms with approx. size of 38'X25'
 - b. Three offices for each of the courts (1 judge's chambers, 2 support)
 - c. Restroom facilities for each of the court office suites
 - d. Restroom facilities available for the common public area
 - e. **Furniture or specialized equipment is NOT included**



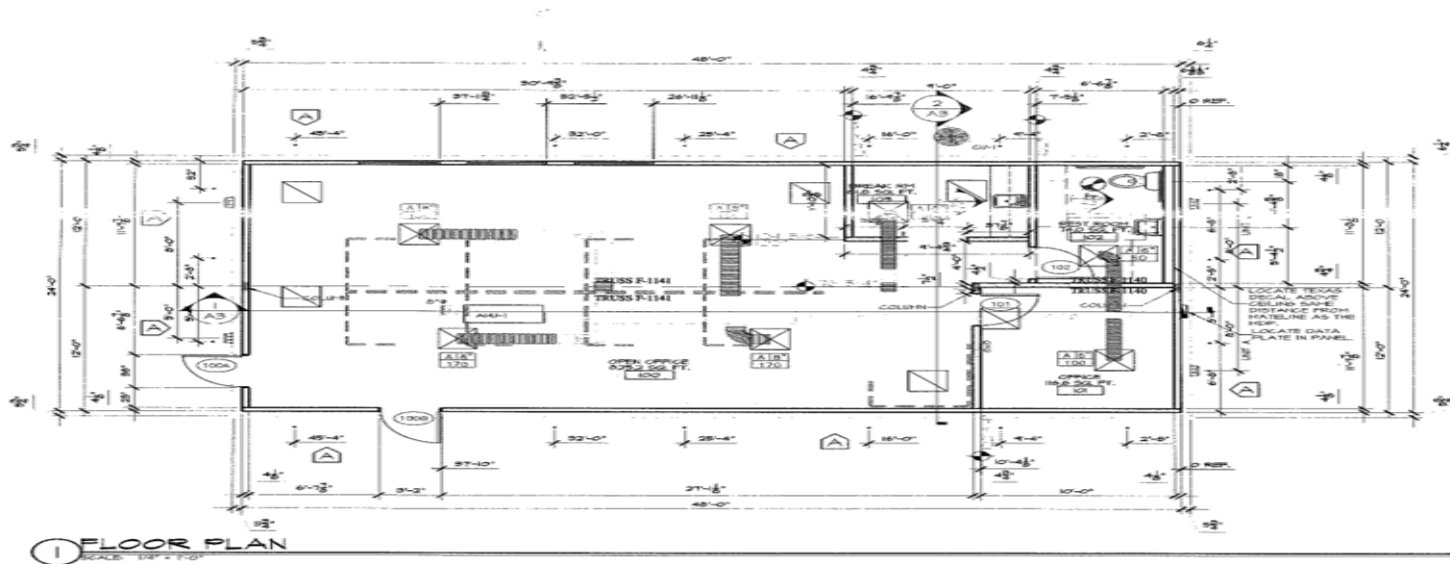
1 FLOOR PLAN
SCALE: 3/8" = 1'-0"

DATE: 12/28/11	PROJECT: HIDALGO COUNTY THREE COURT ROOM E.D.G 142'-0" X 86'-0" MODULAR OFFICE EDINBURG, TEXAS
<p>© COPYRIGHT NOTES</p> <p>ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM RAMTECH SYSTEMS, INC.</p>	<p>RAMTECH Building Systems, Inc. 10000 W. HUNTERS TRAIL DALLAS, TEXAS 75243</p>

General Description:

- Building B:

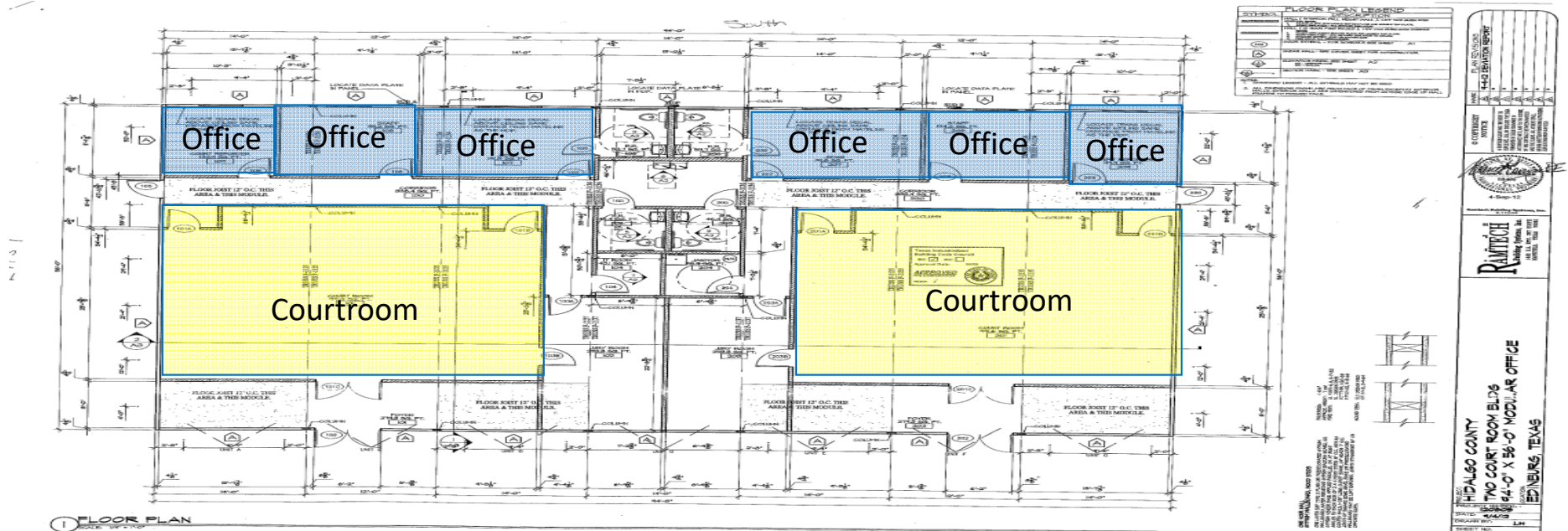
- One large open area with an approximate size of 24'X33'
- One general use offices
- One unisex restroom in the space
- Other restroom facilities available for the common public area
- Furniture or specialized equipment is NOT included**



General Description:

- **Building C:**

- Two courtrooms with an approximate size of 36'X25'
- Three offices for each of the courts (1 judge's chambers, 2 support)
- Restroom facilities for each of the court office suites
- Restroom facilities available in the common area
- Furniture or specialized equipment is NOT included**



Typical Courtrooms



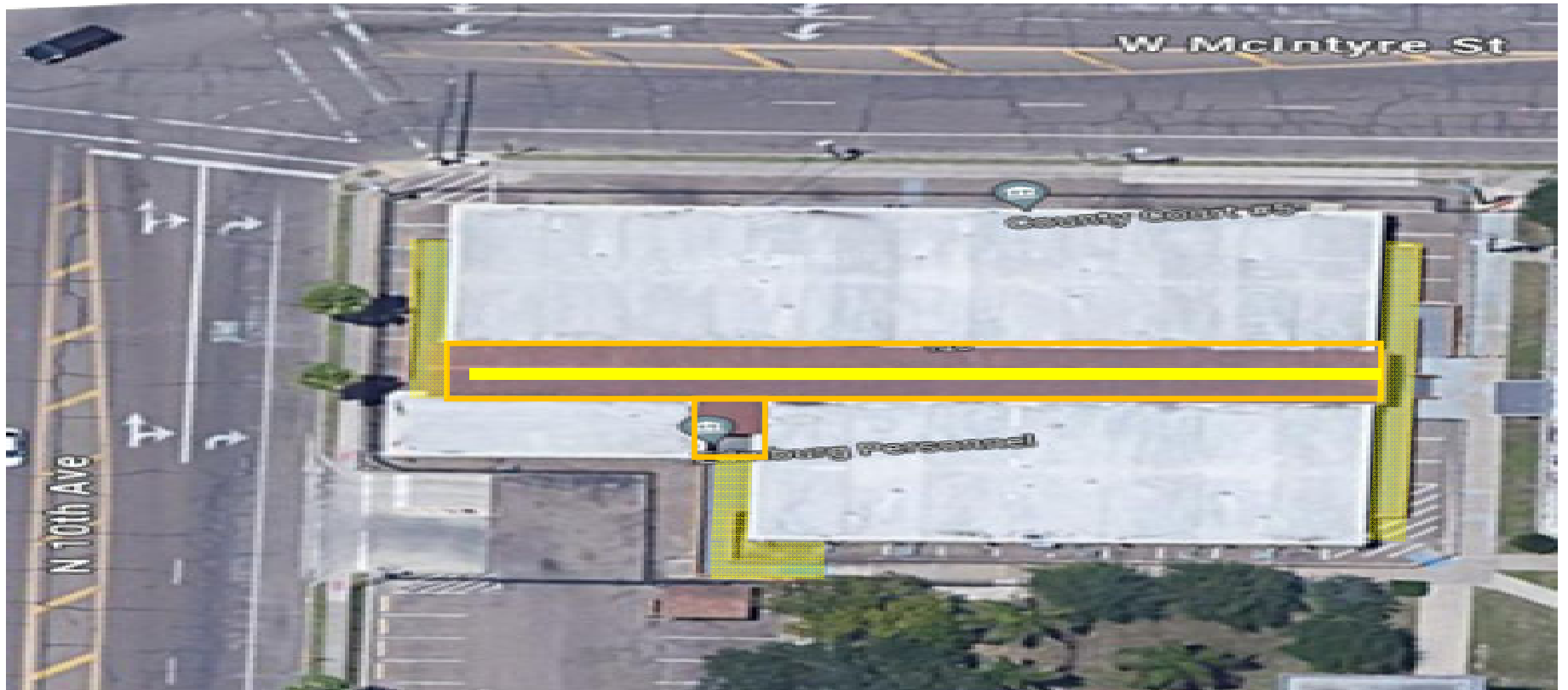
Hallways, Offices and Amenities



Removal of Canopy, Deck and all related Materials

Legend:

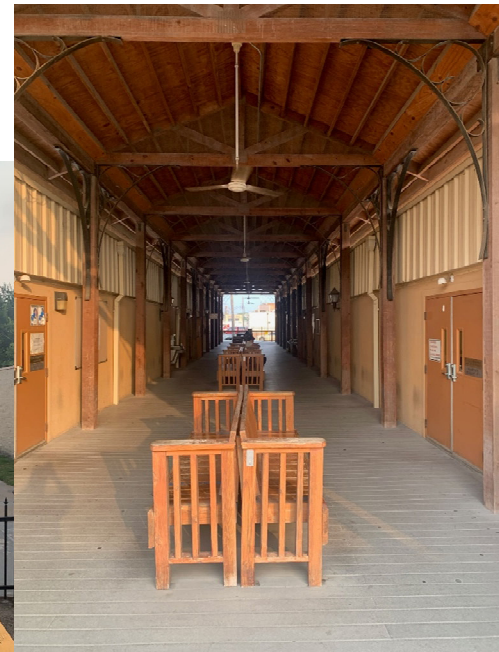
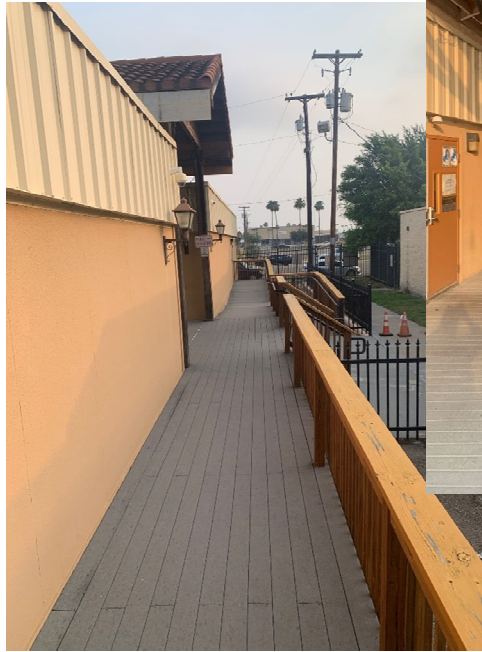
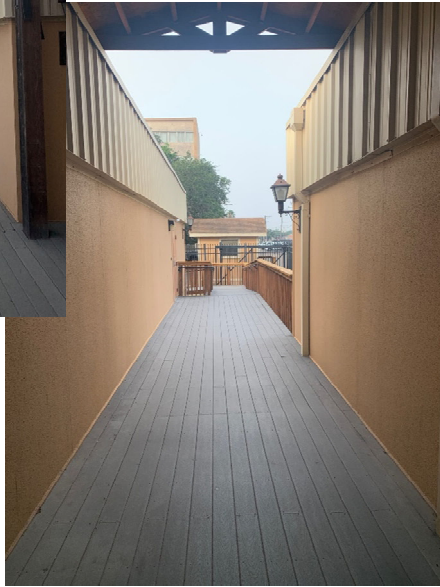
- Canopy
- Deck and Ramps



Building Exterior



Exterior Deck and Ramps





Hidalgo County Courthouse Modular Buildings