Daniela E. Garza
E-signed 2024-08-12 10:38AM CDT
daniela.garza@co.hidalgo.tx.us

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WESLACO, TEXAS AND THE COUNTY OF HIDALGO, TEXAS

This Agreement made and entered into this **6th** day of **August**, **2024**, by and between the **County of Hidalgo, Texas**, hereinafter referred to as **"County"**, with the agreement, consent, and participation of the **Hidalgo County Tax Assessor-Collector**, hereinafter referred to as the **"County or County Tax Assessor-Collector"**, and the **City of Weslaco, Texas**, hereinafter referred to as **"City"**, under the authority and in accordance with the Inter-local Cooperation Act, as set out in Chapter 791 of the Texas Government Code, and as authorized by Texas Transportation Code Chapter 702.

WITNESSETH:

WHEREAS, Texas Government Code Chapter 791 authorizes local governments of the State of Texas to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, County and City are local governments as defined in Texas Government Code Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, Texas Transportation Code Section 702.003(a) allows a county tax assessor-collector to refuse to register a motor vehicle if the tax assessor-collector receives, under a contract, information from a municipality that the owner of the vehicle has an outstanding warrant from that municipality for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

WHEREAS, Texas Transportation Code Section 702.003(b) allows a municipality to contract with a county in which the municipality is located to provide information to the county tax assessor-collector to make a determination on whether a vehicle owner has outstanding warrants as set out above and deny vehicle registration to certain person; and

WHEREAS, such a consolidated effort in the effectuation of Texas Transportation Code Chapter 702, is in each party's best interest and that of the public and that this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, County and City specify that each party paying for the performance of said functions of government shall make those payments from current funds available to the paying party;

NOW, THEREFORE, this agreement is hereby made and entered into by County and City for the mutual consideration stated herein:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the County Tax Assessor-Collector may refuse to register certain motor vehicles when the County Tax Assessor-Collector receives information from City that the owner of the vehicle has an outstanding warrant for failure to appear or failure to pay a fine on a complaint that involves a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

2. DUTIES OF THE CITY

2.1 City shall contract with County to enable the County Tax Assessor-Collector to identify flagged vehicle owners that have an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). City shall provide the County with a detailed listing, in the County requested format, of flagged vehicle owners and subsequently cleared vehicle owners in order to effectuate the purpose of this agreement. This shall enable the County Tax Assessor-Collector to determine whether a vehicle owner should be denied registration or re-registration. City shall in all instances ensure that all provisions of the Act are adhered to as well as all other applicable laws of the State of Texas.

2.2 City shall provide the County Tax Assessor-Collector with a signed and stamped Scofflaw Denial / Release Form issued from the County office or the online Scofflaw system and a Payment Receipt, if applicable, when a traffic law matter is cleared regarding a person:

2.2.1 Against whom a judgment has been entered and who has paid the municipal court the full amount of the fine and court costs; or

2.2.2 Who has perfected an appeal of the case for which the arrest warrant was issued; or

2.2.3 Whose charge for which the arrest warrant was issued has been dismissed.

2.3 Upon receiving a Scofflaw Denial / Release Form as indicated above and a Payment Receipt, if applicable, the County Tax Assessor-Collector may not refuse to register the motor vehicle.

2.4 City shall provide to County a telephone number or the location of an office where individual inquiries and complaints can be made regarding

denial of registration by the County Tax Assessor-Collector due to outstanding City warrants, as well as to explain the procedures necessary to resolve the outstanding warrants in order to obtain valid registration.

2.5 City shall conduct a publicity campaign to explain when registration will be denied and procedures necessary to obtain valid registrations.

2.6 City shall identify, by name, address, and telephone number, an individual or individuals who shall have authority on behalf of the City to coordinate, direct and supervise this Agreement.

2.7 City shall be liable for any damages that arise out of any registration denials of any vehicles that were flagged or should have been flagged.

2.8 City shall require all peace officers authorized to issue citations in City to provide written warning to each person to whom the officer issues a citation for a violation of a traffic law as defined by Texas Transportation Code Section 702.001(3).

2.9 The warning must state that if the person fails to appear in court as provided by law for the prosecution of the offense or fails to pay a fine for the violation, the person may not be permitted to register a motor vehicle in this state. The warning may be printed on the citation.

2.10 Should City desire to allow vehicle owners to pay outstanding fine(s) online through the County's contracted internet payment services vendor, then City will execute any and all documents necessary to effectuate said service.

2.11 City shall obtain and maintain any and all software and technological resources necessary to effectuate Scofflaw services.

3. DUTIES OF THE COUNTY TAX ASSESSOR-COLLECTOR

3.1 The County Tax Assessor-Collector shall:

3.1.1 Refuse to register or reregister all motor vehicles which City has flagged with the County and identified in accordance with Texas Transportation Code Chapter 702.

3.2 County shall provide a form to distribute to flagged motor vehicle owners necessary to accomplish the purposes of this Agreement. The instructions shall include the following: steps necessary to resolve outstanding traffic violations and information on obtaining a vehicle registration; Municipal Court addresses; and contact information of an individual should a flagged motor vehicle owner wish to enter a complaint about a registration denial.

3.3 The County Tax Assessor-Collector shall register or re-register a motor vehicle upon receiving a Scofflaw Denial / Release Form and a Payment Receipt, if applicable, from City that the motor vehicle owner's traffic law matter is cleared pursuant to Section 2.2 above.

3.4 The County Tax Assessor-Collector shall at any time have the sole authority and prerogative to register or re-register a motor vehicle where there has been a valid transfer of title.

4. CONSIDERATION AND PAYMENT

4.1 The County Tax Assessor-Collector shall present an itemized invoice to City within 10 days after the end of each month during the term of this Agreement providing case number/citation number, date rejected and amount due of each motor vehicle owner for which the County tax Assessor-collector refused vehicle registration or re-registration. County shall be compensated as allowed by Texas Transportation Code Section 702.003(e-1) and according to 4.2 below. City's payment shall be due thirty (30) days from the receipt of the invoice.

4.2 City shall assess a $20.00 fee as allowed by Texas Transportation Code Section 702.003(e-1) on a person who has an outstanding warrant from City for failure to appear or failure to pay a fine on a complaint that involves the violation of a traffic law as defined by Texas Transportation Code Section 702.001(3). The fee shall be assessed as the vehicle owner is flagged by City. The fee shall be collected by City and reimbursed to the County Tax Assessor-Collector for its expenses for providing services under this Agreement.

4.3 In the event the County denies registration and the City subsequently dismisses the charges entirely, or otherwise no collection is made, City shall not be required to pay County for the registration denial.

4.4 City shall pay to the County the amount of Section 702.003(e-1) fees that were collected and invoiced by County.

4.5 City shall, on a monthly basis, provide County a report reconciling the $20.00 Section 702.003(e-1) fees paid to County in the preceding months for each citation settled by City during the same time period. The report submission shall include payment of any additional amounts owed to County pursuant to 4.2 above.

5. TERM AND TERMINATION

This Agreement shall be for a period of **three (3)** year(s) commencing on **December 04, 2023** and expiring on **December 03, 2026**. The term of this Agreement may be extended at the County's sole discretion for two (2) additional one (1) year terms under the same terms and conditions described herein. Any Agreement entered into after the expiration of a prior Agreement for the same service, shall be effective as of the first day after the expiration of the prior Agreement. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other.

6. NOTICE

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

If to County:	County of Hidalgo, Texas Attn: Richard F. Cortez, County Judge 100 E Cano St. Edinburg, TX 78539
With Copy to:	County Tax Assessor-Collector Attn: Pablo (Paul) Villarreal, Jr. 2804 US Hwy 281 Edinburg, TX 78539
If to City of Weslaco:	City of Weslaco Attn: Adrian Gonzalez, Mayor 255 S. Kansas Ave. Weslaco, TX 78596
With Copy to:	Weslaco Municipal Court Attn: Samuel Sanchez, Presiding Judge 255 S. Kansas Ave. Weslaco, TX 78596

7. INDEMNIFICATION

To the extent allowed by law, County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortuous conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

8. FISCAL FUNDING

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of county funding for each item and obligation contained herein. City shall have no right of action against the County in regards to this Agreement, specifically including any funding by County of this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure of any funding party to budget or authorize funding for this during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

Notwithstanding anything to the contrary herein, this Agreement is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against City in regards to this Agreement, specifically including any funding by City of this Agreement in the event that City is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this or failure of any funding party to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, City, at its sole discretion, may provide funds from a separate source or terminate this Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

9. VENUE

Venue to enforce this Agreement shall lie exclusively in Hidalgo County, Texas, and it will be subject to the laws of the State of Texas.

10. NONDISCRIMINATION

Parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation, or any other protected class under law.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided or as necessary to comply with changes in applicable law.

12. SEVERABILITY

If any provision of this Agreement shall be held invalid, void or unenforceable,

the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

13. DEFAULT/WAIVER/MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

14. FEDERAL OR STATE OF TEXAS FUNDING

In the event that any work or part thereof is funded by State of Texas or U.S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U.S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.

15. HEADINGS

The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Agreement and shall not be deemed to affect the interpretation or construction of such provision.

16. NUMBER AND GENDER

Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

17. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. REMEDIES

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

19. ADDITIONAL DOCUMENTS

The parties hereto covenant and agree that they will 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 contract/agreement.

THE GOVERNING BODY, by resolution or ordinance, dated August 20, 2024, has authorized the Local Government to obtain the services as outlined above.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year discussed in section five (5) above.

APPROVED BY COMMISSIONERS' COURT ON August 06, 2024.

Agenda Item No. 96185 **Executive Office:** MS

CITY OF WESLACO

Adrian Gonzalez, Mayor 8/20/24

ATTEST:

Norma A. Cantu, City Secretary

HIDALGO COUNTY

Hon. Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

Michelle Lopez (Aug 9, 2024 10:46 CDT)

Michelle Lopez, Assistant District Attorney

HIDALGO COUNTY TAX ASSESSOR-COLLECTOR

Pablo (Paul) Villarreal, Jr.
Pablo (Paul) Villarreal, Jr. (Aug 9, 2024 09:29 CDT)

Pablo (Paul) Villarreal, Jr. PCC

ATTACHMENTS:
Minutes

SUPPLEMENTAL SIGNATURES:
(If Applicable)

renewals; with authority for the HC Tax Assessor-Collector and the County Judge to sign all required documents.

APPROVED

3. AI-96185 Requesting approval to enter into a three (3) year Interlocal Cooperation Agreement between HC and City of Weslaco for the implementation of scofflaw procedures and processes for vehicle registration denial services, with two (2) one (1) year automatic renewals with authority for the HC Tax Assessor-Collector and the County Judge to sign all required documents.

4. AI-96186 Requesting approval to enter into a three (3) year Interlocal Cooperation Agreement between HC and City of Edinburg for the implementation of scofflaw procedures and processes for vehicle registration denial services, with two (2) one (1) year automatic renewals; with authority for the HC Tax Assessor-Collector and the County Judge to sign all required documents.

5. AI-96181 Requesting approval to enter into a three (3) year Interlocal Cooperation Agreement between HC and City of Palmhurst for the implementation of scofflaw procedures and processes for vehicle registration denial services, with two (2) one (1) year automatic renewals with authority for the HC Tax Assessor-Collector and the County Judge to sign all required documents.

6. AI-96187 Requesting approval to enter into a three (3) year Interlocal Cooperation Agreement between HC and City of San Juan for the implementation of scofflaw procedures and processes for vehicle registration denial services, with two (2) one (1) year automatic renewals with authority for the HC Tax Assessor-Collector and the County Judge to sign all required documents.

I. Sheriff's Office

1. AI-96117 Requesting approval to purchase two (2) 2024 (or Newer) Micro Bird G5 Ford Buses through HC's membership with BuyBoard Purchasing Cooperative (Contract No. 722-23), from A-Z Bus Sales, Inc. in the total amount of $288,832.56

J. Juvenile Probation

1. AI-96051 Requesting approval to purchase HVAC Replacements for HC Mario Ramirez Juvenile Center through HC's membership with Omnia Partners Cooperative (Contract No. 3341) from Trane U.S. Inc. in the total amount of $244,316.98 with authority to issue a Notice to Proceed upon receipt of the required bonds.

K. Co. Wide

1. AI-96113 Requesting approval to award contract to Investa Property Maintenance, LLC dba US Lawns, the qualified lowest responsive bidder for "Lawn Care Services" (C-24-0099-08-06).

20. Executive Office:

C-24-0272-08-06 - ILA W City of Weslaco - Scofflaw

Final Audit Report 2024-08-12

Created:	2024-08-06
By:	Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAp_kwLnThNAdibfiYSf6Ho2lb0rseG2-

"C-24-0272-08-06 - ILA W City of Weslaco - Scofflaw" History

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2024-08-06 - 9:11:11 PM GMT

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2024-08-06 - 9:14:00 PM GMT

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2024-08-09 - 2:28:34 PM GMT

Signer paul.villarreal@hidalgocountytax.org entered name at signing as Pablo (Paul) Villarreal, Jr.
2024-08-09 - 2:29:22 PM GMT

Document e-signed by Pablo (Paul) Villarreal, Jr. (paul.villarreal@hidalgocountytax.org)
Signature Date: 2024-08-09 - 2:29:24 PM GMT - Time Source: server

Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2024-08-09 - 2:29:26 PM GMT

Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2024-08-09 - 2:36:56 PM GMT

Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2024-08-09 - 2:37:05 PM GMT - Time Source: server

Document emailed to michelle.lopez@da.co.hidalgo.tx.us for signature
2024-08-09 - 2:37:08 PM GMT

Email viewed by michelle.lopez@da.co.hidalgo.tx.us
2024-08-09 - 3:46:19 PM GMT

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Signer michelle.lopez@da.co.hidalgo.tx.us entered name at signing as Michelle Lopez
2024-08-09 - 3:46:53 PM GMT

Document e-signed by Michelle Lopez (michelle.lopez@da.co.hidalgo.tx.us)
Signature Date: 2024-08-09 - 3:46:55 PM GMT - Time Source: server

Document emailed to countyjudge.contracts@co.hidalgo.tx.us for signature
2024-08-09 - 3:46:58 PM GMT

Email viewed by countyjudge.contracts@co.hidalgo.tx.us
2024-08-09 - 8:51:40 PM GMT

Signer countyjudge.contracts@co.hidalgo.tx.us entered name at signing as Richard F. Cortez
2024-08-09 - 8:52:43 PM GMT

Document e-signed by Richard F. Cortez (countyjudge.contracts@co.hidalgo.tx.us)
Signature Date: 2024-08-09 - 8:52:45 PM GMT - Time Source: server

Document emailed to daniela.garza@co.hidalgo.tx.us for approval
2024-08-09 - 8:52:48 PM GMT

Email viewed by daniela.garza@co.hidalgo.tx.us
2024-08-12 - 1:30:55 PM GMT

Signer daniela.garza@co.hidalgo.tx.us entered name at signing as Daniela E. Garza
2024-08-12 - 3:38:46 PM GMT

Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)
Approval Date: 2024-08-12 - 3:38:48 PM GMT - Time Source: server

Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature
2024-08-12 - 3:38:51 PM GMT

Email viewed by arturo.guajardo@co.hidalgo.tx.us
2024-08-12 - 3:43:07 PM GMT

Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.
2024-08-12 - 3:43:48 PM GMT

Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)
Signature Date: 2024-08-12 - 3:43:50 PM GMT - Time Source: server

Document emailed to Daniela E. Garza (daniela.garza@co.hidalgo.tx.us) for approval
2024-08-12 - 3:43:54 PM GMT

Email viewed by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)
2024-08-12 - 4:02:11 PM GMT

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Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)

Approval Date: 2024-08-12 - 4:02:33 PM GMT - Time Source: server

Agreement completed.

2024-08-12 - 4:02:33 PM GMT

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RESOLUTION 2024-62

RESOLUTION AUTHORIZING THE CITY OF WESLACO TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE COUNTY OF HIDALGO AND ALL NECESSARY COUNTY DEPARTMENTS FOR IMPLEMENTATION AND ENFORCEMENT OF PROGRAM RELATED TO IDENTIFYING AND FLAGGING VEHICLE OWNERS WHO HAVE OUTSTANDING WARRANT FROM CITY FOR FAILURE TO APPEAR OR FAILURE TO PAY FINE ON A COMPLAINT THAT INVOLVES THE VIOLATION OF TRAFFIC LAW; AUTHORITY TO APPROVE ADMINISTRATIVE FEES; AUTHORITY AND APPROVAL OF ESCROW FUNDS; SAVINGS CLAUSE; SEVERABILITY CLAUSE; EFFECTIVE DATE

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF WESLACO, THAT:

SECTION 1: AUTHORIZATION TO EXECUTE INTERLOCAL AGREEMENT.

A. The City hereby authorizes appropriate personnel including but not limited to the Mayor and other authorized presiding officers, City Manager, Weslaco Board of Commissioners, and Municipal Court Judge, to contract with the County of Hidalgo and all necessary county departments and divisions for the implementation and enforcement of programs resulting in the flagging of vehicle owners who have outstanding warrant or warrants from the city for failure to appear or failure to pay a fine on a complaint that involves the violation of traffic law.

B. The City also hereby authorizes the imposition of an additional administrative fee to be collected, in addition to any delinquencies, by violators to be used for the implementation and in furtherance of this program. The City authorizes the payment of fees not to exceed $20.00 per case to the County of Hidalgo and/or the Hidalgo County Tax Assessor for its participation and cooperation in the program in the effort to assist the City of Weslaco in recovering delinquent fines, fees and other court costs.

C. The City of Weslaco further authorizes the payment of escrow funds to the appropriate agencies. The payment of escrow funds may be periodic and continuous throughout the effective date on the agreements.

SECTION 2: SAVINGS CLAUSE

Except as hereby resolved, any other directives or actions of the City of Weslaco, not in conflict with this Resolution, shall remain in full force and effect, unimpaired hereby.

SECTION 3: SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence or provision of this Resolution shall not affect the validity of any other part thereof. The effects of this Resolution shall at all times be in compliance with the state, federal, and other guidelines as directed.

SECTION 4: EFFECTIVE DATE

This Resolution shall take effect immediately upon passage by the members of the City Commissioners of the City of Weslaco.

PASSED AND APPROVED BY THE CITY COMMISSIONERS OF THE CITY OF WESLACO, TEXAS on this the 20th day of August 2024.

CITY OF WESLACO

Adrian Gonzalez, Mayor

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

Hamer Enterprises®

INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT

HECORP, INC DBA HAMER ENTERPRISES (HE) whose principal office is located at 4200-A N. Bicentennial Drive, McAllen, Texas, 78504 and **City of Weslaco, TX**,(CLIENT) at 255 S. Kansas Ave., Weslaco, Texas 78596, a recipient of HE Internet Processing Professional Services agree as follows:

WITNESSETH:

WHEREAS, the CLIENT has a need for Internet Processing Professional Services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Agreement:

The Agreement consists of:

This document and

EXHIBITS A through C, attached hereto.

2. CONSIDERATION:

While the CLIENT will not be responsible for any cash consideration to HE for the SERVICES as per EXHIBIT A, the CLIENT's customers who choose to benefit from the SERVICES used in will pay HE and HE will be responsible for collecting a service fee that is clearly defined to the CLIENT's customers by HE prior to using the SERVICES on a transaction basis per each department who opt to use the SERVICES as per EXHIBIT C. Because banks and credit card processing firms costs and fee structures to HE routinely change, HE's current service fee schedule is subject to change at any time and HE will be allowed to modify the fee schedule at HE's discretion under this Agreement. If the CLIENT allows access to the CLIENT's merchant account and CLIENT's customer performs a transaction using the SERVICES that results in a charge back or returned item to HE, HE will reverse the transaction made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back or returned item. Unless specifically stated to the contrary elsewhere within this Agreement, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license of HE products or services during this Agreement or after the termination of this Agreement by either party.

3. EXTENSION OF TIME:

HE shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond HE's reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. HE shall give the CLIENT notice of the presence of any cause referenced above promptly after HE becomes aware of the existence of same.

4. TERMINATION BY THE CLIENT:

CLIENT may terminate this agreement for any or no reason. Any notice required to be given by the terms of this Agreement shall be sent by certified mail, postage prepaid or express delivery and addressed to:

HAMER ENTERPRISES
William C Hamer
4200-A N. Bicentennial Drive, McAllen, TX 78504
Phone: (956) 682-3466
Fax: (956) 682-0372

5. CLIENT RESPONSIBILITIES:

The CLIENT will provide a designated financial institution as its depository required to make deposits electronically and any additional responsibilities outlined as per EXHIBIT B. The CLIENT shall comply with Federal and State regulations regarding eCommerce. The CLIENT shall assign a City Staff to perform as liaison.

6. LIMITATIONS:

HE's sole liability under this Agreement shall be for providing the SERVICES. HE will not be liable for any lost profits, revenues, or for any claim or demand against the CLIENT by any other party. HE's liability hereunder for damages, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall HE be liable for consequential damages even if HE has been advised of the possibility of such damages.

7. INSURANCE:

At the request of the CLIENT, HE shall provide proof of comprehensive general liability.

8. SECURITY AND PRIVACY:

CLIENT agrees that none of its officers or employees shall use or reveal any HE proprietary information furnished by HE for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of HE, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. HE shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

9. CONFLICT OF INTEREST DISCLOSURE:

HE warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by HE for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. INDEMNIFICATION:

HE hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

A. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by HE under this Agreement; and

B. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of HE.

11. VENUE:

The venue for this and all associated agreements shall be Hidalgo County, Texas.

12. TERM OF AGREEMENT:

The Agreement shall commence on the latter of the execution dates of the parties to this Agreement and shall continue unless sooner terminated or extended as herein provided.

13. SEVERABILITY:

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. STATE OF TEXAS LAWS:

This agreement shall be governed according to the laws of the State of Texas.

15. NON-ASSIGNABILITY:

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF HE AT ITS PRINCIPAL PLACE OF BUSINESS.

CLIENT and HE have caused this Agreement to be executed by their authorized signatures as of the latter date below.

HE:
HAMER ENTERPRISES

Authorized Signature

Mr. William C Hamer
Printed

CEO
Title

9-6-2024
Date

CLIENT:
City of Weslaco, Texas

Authorized Signature

Adrian Gonzalez
Printed

MAYOR
Title

8/20/24 WCC
Date

Norma A Cantu
Attest

Norma A. Cantu, CITY SECRETARY
Title

1. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

HE will provide their eScofflaw© Hosted Application Services and EZ-NETPAY© Internet Payment Services to CLIENT for collections specific to the CLIENT:

A. Access to the EZ-NETPAY© eCommerce Gateway via an Internet backbone connection provided by the CLIENT

B. Access to the eScofflaw© Hosted Application Services via an Internet backbone connection provided by the CLIENT

C. All maintenance and support of the eScofflaw© Hosted Application Services and EZ-NETPAY© eCommerce Gateway and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical upgrades required to perform the SERVICES

D. Training staff on the operation of eScofflaw© Hosted Application Services and EZ-NETPAY© Services

E. Standard reports predicated on existing EZ-NETPAY© eCommerce Gateway fields, those fields include but not limited to transaction date, transaction id and unique batch number and settlement information

Overall Hosting Services Features Include:

eScofflaw© Portal Absconders Access
eScofflaw© Portal Designated Authorized County Staff Access
eNETPAY© Online Payment Gateway Settlement Reports Site

Connectivity:
High Speed connectivity, Network & Connection Monitoring

Backup Services:
Daily, Weekly, Monthly & Annual backups – this includes the following:
Monthly Entire System Save, Offsite Storage & Rotation, Data Restoration, Disk Protection and Power Backup

Multi-tier Security:
Physical Security, Logical Security, Monitoring and Analysis

Data Base:
Database management updates, daily upload via HE Secure File Transfer Protocol Service.

2. EXHIBIT B: CLIENT RESPONSIBILITIES

The CLIENT shall be responsible for providing data files, daily, to an FTP Site, HE's Secure FTP Site or make data accessible for HE's updating to provide the services to the CLIENT.

The CLIENT shall allow HE exclusively to Interface HE's eCommerce payment gateway with HE's eScofflaw© Portal.

The CLIENT shall allow any City of Weslaco Department or Municipality within City of Weslaco to add case data for eScofflaw© collections at the discretion of City of Weslaco Commissioners, City of Weslaco Department or the City of Weslaco Tax Assessor Collector

3. EXHIBIT C: LOCATIONS

The CLIENT shall allow any County Department use of HE's Internet Professional Services for payment processing at the discretion of the City of Weslaco Commissioners or City of Weslaco Department.

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

CLIENT INFORMATION

CLIENT NAME: City of Weslaco

Federal ID # : 74-6002544

Client Contact: Rosalinda Cavazos **Title:** Finance Director

Mailing Address: 255 S. Kansas Ave

City: Weslaco **State:** TX **Zip Code:** 78596

Phone Number: 956-968-3181 **Fax Number:** 956-968-6717

eMail Address: rcavazos@weslacotx.gov

BANK INFORMATION

Account Name: A/P Clearing
(Account Name as it appears on bank account)

Bank Name: Lone Star National Bank

Routing Number: 1 1 4 9 1 1 6 8 7
(Nine Digit Number)

Account Number: 10171071094

Check One: ☒ **Checking Account** ☐ **Savings Account**

AUTHORIZATION

I hereby authorize Hamer Enterprises/Government Payments to settle into the designated account above for specified transaction types below. This authorization for direct deposit will remain in effect until written notice of cancellation.

Authorized Printed Name: Rosalinda Cavazos
(Printed, entered or typed Name)

Title: Finance Director

Authorized Signature: Rosalinda Cavazos

Date Signed: 9/3/2024

Please indicate transaction date for settlements to begin: 9/3/2024

Transaction Types

Please enter specified transaction(s) to be settled into this designated account:
For example Court Cost, Fees and Fines, Tax Payments, Permit, Utility, Water, Water/Sewer etc.

RETURN

This form may be faxed to Hamer Enterprises at: (956) 682-0372

Please mail signed original form(s) to: **Hamer Enterprises eCommerce**
4200-A North Bicentennial Drive
McAllen, TX 78504

Please use a separate ACH Form for each designated bank account.