

STATE OF TEXAS            §  
COUNTY OF HIDALGO      §

**INTERLOCAL AGREEMENT BETWEEN HIDALGO COUNTY  
AND THE CITY OF PHARR**

This Agreement, is entered into by and between the County of Hidalgo, (hereinafter referred to as "County") and the City of Pharr (hereinafter referred to as "City").

WHEREAS, City desires to utilize the Hidalgo County Aquatic Facility located in Precinct 2 in Hidalgo County (the "Facility") to provide learn to swim classes from June 13, 2017 to August 11, 2017; and

WHEREAS, City and County desire to document the use of the Facility by City for providing learn to swim classes.

NOW THEREFORE, in consideration of mutual covenants and conditions herein County and City agree as follows:

1. This Agreement shall be for a term, commencing on June 13, 2017, and ending August 11, 2017, (the "Term") subject, to earlier termination as provided herein. The City shall utilize the Facility from June 13, 2017, through August 11, 2017, for the days and hours during the Term as follows:

Tuesday through Friday, 8:00 a.m. to 12:00 p.m.

2. County reserves the right to request a schedule change should it be determined that County requires the use of the Facility during any such date(s) and/or time(s) of the City's scheduled use. The County shall notify City of any such schedule change(s).

3. The City shall pay the County \$.50 cents per day, per person attending the learn to swim classes conducted by City at the Facility along with an attendance tabulation for each day of the term in which learn to swim classes are coordinated at the Facility. Such payment shall be made by City to County on July 15, 2017 and August 15, 2017. In the event that any damages to the Facility, equipment, structures, or any part of the Facility during City use, City will be responsible for 100% of all maintenance or replacement costs. The number of lifeguards hired for the City learn to swim classes shall be in compliance with the American Red Cross guidelines.

4. County shall:

- a. provide proper water and aquatic building maintenance;
- b. keys to the City to open and close the Facility during City use;
- c. coordinate with the City scheduled, maintenance, repair, or improvements to the Facility;

- d. clean and maintain the shower and restroom facilities;
- e. conduct, an inspection report of the Facilities on a daily basis; and
- f. be responsible for any damages to swimming pool equipment, structures, or any part of the premises during County use of the Facility.

5. City shall:

- a. provide the County with a written schedule of all the proposed swimming activities prior to commencing with the learn to swim classes at the Facility;
- b. provide staff to open and close the Facility during City use of the Facility;
- c. be responsible for any damages to the Facility including damages to equipment, structures, or any part of the Facility during City use;
- d. report in writing any damaged equipment or hazards to the County head lifeguard immediately;
- e. provide the County with a daily record of program attendees;
- f. be responsible for monitoring and supervising City activities at the Facility; and
- g. insure that personnel and participants follow all safety policies and procedures of City and County at the Facility.

6. City shall keep in force during the term of this Agreement, Comprehensive General Liability insurance, in amounts sufficient to protect it against liability under applicable law and shall furnish County with a certificate of insurance naming County as an additional named insured.

7. The County shall retain the right to schedule general public swimming programs as follows:

June through August, Tuesday through Friday, 1:00 p.m. to 7:00 p.m. The County shall also retain the discretion to schedule swim programs with other county precincts, school districts, universities, and church organizations at available times not conflicting with the City schedule of use of the Facility as specified herein from June 13, 2017, through August 11, 2017.

8. The County may terminate this Agreement without cause on ten (10) days written notice to City.

9. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

10. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
11. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.
12. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
13. **Notice:** Except as maybe 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 City: City of Pharr  
Attention: Ambrosio "Amos" Hernandez Mayor  
P.O. Box 1729  
Pharr, Texas 78577

If to County: Hidalgo County, Texas  
Attn: Hon. Ramon Garcia, Hidalgo County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

With copy to: Hon. Eduardo "Eddie" Cantu, Commissioner, Pct. No. 2  
300 West Hall Acres, Ste G  
Pharr, Texas 78577


14. 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.

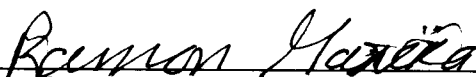
15. **Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.
16. **Successors:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
17. **Assignment:** This Agreement shall not be assignable.
18. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
19. **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
20. **Authority to Execute:** The execution and performance of this Agreement City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.
21. **Governmental Purpose:** Each party hereto is entering into the 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.
22. **Commitment or 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 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 hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

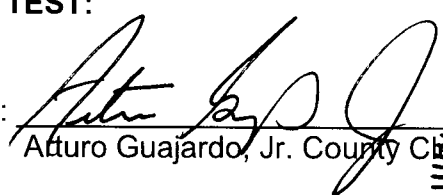
**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

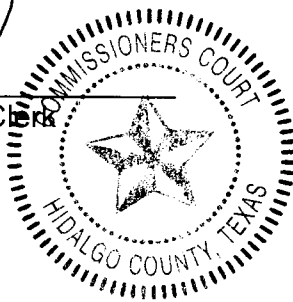
By:   
Ambrosio Hernandez, Mayor

**ATTEST:**  
  
City Secretary

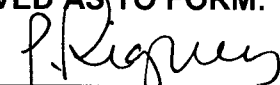
**HIDALGO COUNTY**

By:   
Ramon Garcia, County Judge

**ATTEST:**  
By:   
Arturo Guajardo, Jr. County Clerk




APPROVED BY  
COMMISSIONERS' COURT  
ON: 

**APPROVED AS TO FORM:**  
By:   
Patricia Rigney, City Attorney

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By:   
Stephen L. Crain