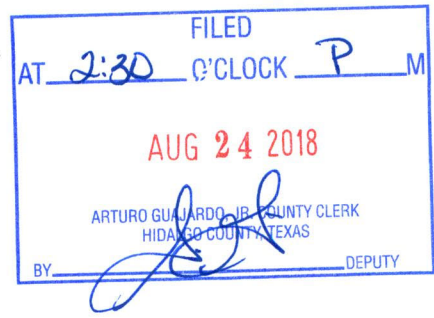


THE STATE OF TEXAS §
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING



THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made on this the 3 day of September, 2018, by and between **HIDALGO COUNTY, TEXAS** ("COUNTY"), and the Lower Rio Grande Valley Development Council (“LRGVDC”), by an through Valley Metro, collectively referred to herein as the (“Parties”), and as follows:

WHEREAS, the COUNTY is a “local government” and a political subdivision of the State of Texas; and

WHEREAS, the LRGVDC a voluntary association of local government in Cameron, Hidalgo, and Willacy Counties; and

WHEREAS, the LRGVDC was awarded a Federal Transit Administration (FTA) Grant for the purpose of “ fund public transportation initiatives in member Counties for the benefit to provide access and mobility for County employees, the general public, low-income persons, the disabled, the elderly, veterans, and others who require public transit to reach their employment locations, county services, and other destinations.

WHEREAS, the COUNTY desires to collaborate with the LRGVDC to facilitate public a bus transportation route in the Downtown Edinburg Square Courthouse area:

NOW, THEREFORE, the COUNTY and the LRGVDC, in consideration of the premises and the mutual covenants and undertakings herein contained, agree as follows:

1. PURPOSE:

The purpose of this MOU is to establish the rights and responsibilities of each party in a public bus transportation project operated under the “Valley Metro” banner that will serve the citizens of Hidalgo County. The goal of the project is to provide access and mobility for County employees, the general public low-income persons, the disabled, the elderly, veterans, and others who require public transit to reach their employment locations, county services, and other destinations.

2. STATEMENT OF SERVICES TO BE PERFORMED:

a. LRGVDC will operate a shuttle bus route (Downtown Square Parking Shuttle) in the City of Edinburg, Hidalgo County, Texas. The route, designated by mutual agreement between LRGVDC and

COUNTY, shall operate from Monday through Friday; from 7:30 a.m. to 5:30 p.m.; with service frequencies of five (5) minute from 7:30 a.m. till 1:30 p.m. and ten (10) minute frequencies form 1:30 p.m. till 5:30 p.m..

- b. LRGVDC will perform all administrative activities for this project, up to and including: adhering to State and Federal regulations; submitting any required reports; operating the service in an effective and efficient manner; publicizing and marketing the service; maintaining vehicles in working order; optional vehicle advertisement “wrapping’, by mutual agreement between LRGVDC and COUNTY; and any and all other activities related to operating the service.
- c. COUNTY shall designate a secured area on County premises, where vehicles shall be stationed overnight between shuttle bus route operations.
- d. COUNTY shall provide for bus shelters, and/or high capacity bus shelters at shuttle bus route stops, designated by mutual agreement between LRGVDC and COUNTY.

3. COST FOR SERVICES:

COUNTY shall provide a local match up to an amount of One Hundred Sixty Thousand Nine Hundred and Sixty Nine Dollars and Zero Cents (\$160,969.00).

4. GENERAL TERMS AND CONDITIONS:

a. LRGVDC shall carry liability insurance, in amounts that correspond with the limits of liability of County pursuant to the Texas Tort Claims Act, covering all persons and property which will be utilized in performing the services herein described. LRGVDC shall indemnify and hold County harmless from any and all liability that may arise and result from LRGVDC performance of the services herein described.

b. LRGVDC agrees to commence the services outlined above on **September 3, 2018**, and continue such services through **August 30, 2019**.

c. Either party may terminate this Agreement at any time upon sixty (60) days written notice of the termination to the other party.

d. In performing all services under this Agreement, LRGVDC represents and warrants that it will comply with all applicable laws, licenses, rules, regulations and ordinances

relating to the performance of the services described in this Agreement. LRGVDC does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, veteran status or political affiliation

e. LRGVDC represents and warrants to the County that it possesses any and all the necessary licenses and/or permits required by state, federal or local authorities and that it possesses or can obtain the necessary skills and expertise to perform the services provided hereunder. LRGVDC further represents and warrants that there are no current pending legal or administrative proceedings relating to the conduct of its business. LRGVDC understands that County has relied and is relying on LRGVDC representations and warranties as a material element of this Agreement.

f. LRGVDC, at all times, will act as an independent LRGVDC and will not act or hold itself out to third parties as an employee or agent of County in the provision of services under the terms of this Agreement.

g. 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 Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

h. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

i. This Agreement contains the entire Agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in

writing executed by County and LRGVDC, and not otherwise.

j. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

k. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications 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 County: Hidalgo County, Texas
County Judge
Honorable Ramon Garcia
100 East Cano, 2nd Floor
Edinburg, Texas 78539
ATTEN: Michael Leo
PH: 956-318-2600
EMAIL: michael.leo@co.hidalgo.tx.us

If to LRGVDC: Lower Rio Grande Valley Development Council
301 W. Railroad Street
Weslaco, Texas 78596
ATTEN: Ron Garza, Executive Director
PH: 956-682-3481
EMAIL: rongarza@lrgvdc.org

If to Valley Metro: Lower Rio Grande Valley Development Council (Valley Metro)
510 S. Pleasantview Dr.
Weslaco, Texas 78596
ATTEN: Tom Logan, Director
PH: 956-969-5761
EMAIL: tlogan@lrgvdctransit.org

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.

l. 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.

m. 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.

n. **LRGVDC will indemnify and hold COUNTY harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the LRGVDC's or that of any person providing services hereunder through or for the LRGVDC. Upon written notice from the COUNTY, the LRGVDC will resist and defend at its own expense, and by counsel reasonably satisfactory to COUNTY, any such claim or action.**

o. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

p. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

q. LRGVDC, including sub-contractors of the LRGVDC, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this Agreement.

r. The execution and performance of this Agreement by COUNTY and the

LRGVDC have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of COUNTY and LRGVDC in accordance with its term.

WITNESS THE HANDS OF THE PARTIES on this the ____ day of _____, 2018.

APPROVED BY
COMMISSIONERS' COURT
ON: 7/31/18


HIDALGO COUNTY, TEXAS

By: Ramon Garcia

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk



Lower Rio Grande Valley Development
Council

By: Ron Garza

Ron Garza, LRGVDC- Executive Director

Approved by Commissioners Court On: 7/31/18

Purchasing:

Hidalgo County

[Handwritten signatures]

28.
A.

OK

1. AI-65573 a. Acceptance of the "sole and qualified response" received for award of the "2018 POOL OF TITLE REPORT SERVICES" for HIDALGO COUNTY (including all funding sources, programs and entities), RFP No. 2018-159-06-13-LHS;

OK

Subj to legal - correct date on 1st pg.

b. Approval of Contract with firm as (set forth below) in connection to the "2018 POOL OF TITLE REPORT SERVICES" for HIDALGO COUNTY (including all funding sources, programs and entities);

C-18-159-07-31 - South Texas Land Investigations, commencing, 07/17/18, expiring, 07/16/19.

2. AI-65905 a. Requesting approval of Work Authorization #1 in the amount of \$35,534.00 under the current "on call" agreement with Halff Associates, Inc.(C-18-142-05-08) for the provision of "engineering services" for: Renovation to the Hidalgo County Annex Building Network Operations Center (NOC);

OK

✓

b. Pursuant to contract with Halff Associates, Inc., [Article 14] to C-18-142-05-08, approval to permit the subcontracting of Chanin Engineering for the Renovation to the Hidalgo County Annex Building Network Operations Center (NOC).

APPROVED

3. AI-65904 Acceptance and approval of a Memorandum of Understanding between Hidalgo County and the Lower Rio Grande Valley Development Council in connection with shuttle services [provided thru Valley Metro] for staff and visitors to the HC Courthouse during construction of new courthouse project with final review and approval as to legal form by HC DA/Civil Section.

OK

4. AI-65861 Presentation of bids received for the purpose of award to the responsible vendor Terra Firma Materials submitting the lowest and best bid [meeting all specifications/requirements] and approval of contract document for project titled "Hot Mix Cold Laid" an Hidalgo County Wide Project through RFB No.: 2018-101-05-16-FAZ subject to HB 1295 compliance.

OK

5. AI-65865 A. Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024(a)(4), a professional service;

OK

B. Acceptance and approval of a Letter of Engagement with the law firm of Atlas, Hall & Rodriguez on an as needed basis for services required by Hidalgo County Commissioners Court and as further detailed in document.

eff. 8/1/18 from \$150. → \$195/hr.

Pct 3 back

6. AI-65770 Action/Direction from Hidalgo County Commissioners Court to address the submission of several identical proposal responses by companies/carriers on behalf of one agent per proposal including, but not limited to, the following Options:

OK

A. Ask insurance companies [as proposals originated & were sent to HC with & by them] to select the proposal with agent for HC to score/grade/evaluate; **OR,**

B. Proceed to score/grade all proposals and thereafter have CC draw lots when grid presented for ranking [as all aspects exact/equal];

C. Other option if in accordance with RFP.

Pct. 1 abstain

3/2

na

na

7. AI-65769 Emergency Management: Acceptance and approval for Auditor to process and Co. Treasurer to issue payment for invoices/claims [from 01 to 08-2017 and 01 to 03-30-2018] to vendor, Party Ice: as goods/services were rendered prior to department submitting requisition and obtaining a Purchase Order.

OK

Subj to Auditor

8. AI-65826 HC Dept. of Human Resources/Civil Service requests pursuant to Texas State Constitution Article 3, Section 52 the declaration of a "public purpose" with authority to purchase promotional items to be utilized when attending or hosting public functions to include, but not limited to, speaking events,

OK

CC Regular Agenda 07/31/18

3. AI-65904

Acceptance and approval of a Memorandum of Understanding between Hidalgo County and the Lower Rio Grande Valley Development Council in connection with shuttle services [provided thru Valley Metro] for staff and visitors to the HC Courthouse during construction of new courthouse project with final review and approval as to legal form by HC DA/Civil Section.

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 – Unanimously

Attachments:

Trolley

Draft MOU Agreement

Fees

map