

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND HIDALGO COUNTY COMMUNITY
SUPERVISION AND CORRECTIONS DEPARTMENT**

This Agreement is made effective as of this 1st day of September, 2019, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT hereinafter referred to as "CSCD" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

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

WHEREAS, the County is a local government as defined in Texas Government Code, Section 791.003(4), and possess the authority to enter into this Agreement, and have entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County is entering into this Agreement pursuant to its authority under Texas Government Code, Chapter 76.007 for the limited purpose of assisting with the financing of programs operated by CSCD; and

WHEREAS, the County therefore desires to expend funds to assist the CSCD with the expenses of establishing, operating and maintaining its Drug Court and Alternative Incarceration Program in Hidalgo County.

WHEREAS, the County and CSCD desire to clarify the terms and conditions of the use of such funds provided by Hidalgo County;

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the CSCD hereby agree as follows:

1. The County shall budget an estimated amount each year for the following state fiscal year, September 1 – August 31, and allocate such amount from the County's General Fund as payment for the operation and maintenance of the Drug Court and Alternative Incarceration Program. Such estimated amount will be allocated to each program, reviewed and approved annually. Funds disbursed to the CSCD shall be in consideration for the CSCD agreeing to use the funds for the operation and maintenance of the Drug Court and Alternative Incarceration Program as follows:

- a) Salary and Fringe Benefits – The CSCD agrees to use the Salary and Fringe Benefits approved agreement amounts for the use of the number of approved positions, salary amounts, and applicable fringe benefits as presented on Exhibit A. Any changes to the amount of positions or salary amounts must be made through an amendment approved by Hidalgo County Commissioners Court.
- b) It is expressly understood and agreed that this Agreement and the performance by the parties hereunder does not create an employment/ agency relationship, or master-servant relationship; that County has no supervision, direct management or control of the performance of the services provided under this Agreement by CSCD; and that CSCD, is an independent contractor.
- c) Operating Expenses – The CSCD agrees to use the Operating Expenses Agreement amount for the use of operating expenditures to operate and maintain such programs.
- d) Hidalgo County agrees to provide the CSCD with vehicles as needed for the sole operations of the Drug Court and Alternative Incarceration Programs.

2. Agreement Amount – The following amounts are approved through August 31, 2020:

Drug Court:

Number of Positions: 1

Salary and Fringe Benefits: \$44,908.00

Operating Expenses: \$1,000.00

Alternative Incarceration Program :

Number of Positions: 9

Salary and Fringe Benefits: \$435,422.00

Operating Expenses: \$25,000.00

3. If the agreement amounts are not fully utilized by the end of the agreement period, the CSCD agrees to return the remaining funds to Hidalgo County if the remaining balance is equal to or exceeds 3% of the total agreement amounts.

4. The CSCD agrees to supervise the activities and operation of its Drug Court and Alternative Incarceration Program and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

5. This Agreement shall continue until August 31, 2020; or until amended, replaced or terminated. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party.

6. This Agreement shall be renewed annually and approved through Hidalgo County Commissioners Court.

7. The CSCD agrees to give County and its authorized representatives access to, and the right, to examine expenditures in relation to the Drug Court and Alternative Incarceration Program.

8. 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 their 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(s) 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.

9. 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.

10. 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 agent or representative) any 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 CSCD and County, and not otherwise.

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.

11. Notice. 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 County: County of Hidalgo
Attention: Richard Cortez, Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to CSCD: CSCD
Attn: Arnold Patrick
3100 S. Business 281
P.O. Box 970
Edinburg, Texas 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.

12. 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.

13. 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.

14. Assignment. This Agreement shall not be assignable.

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

16. 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 so often as may be appropriate.

17. Non-Discrimination. The 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 County and CSCD policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

18. Authority to Execute. The execution and performance of this Agreement by CSCD and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of CSCD and County in accordance with its terms

19. Governmental Purpose. Each party hereto is entering into this 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.

20. Appendix II to CFR 200-Contract Provisions. Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under

Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

21. Indemnification. CSCD shall 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. Upon written notice from the County, the CSCD will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

22. Commitment of 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.


[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____ day of _____, 2019.

HIDALGO COUNTY, TEXAS

Richard F. Cortez

Richard Cortez, Hidalgo County Judge

ATTEST:

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

APPROVED BY
COMMISSIONERS COURT
ON: 8/27/19

HIDALGO COUNTY COMMUNITY
SUPERVISION AND CORRECTIONS
DEPARTMENT

Arnold Patrick, Executive Director

APPROVED AS TO FORM:

Hidalgo County District Attorney's Office
Ricardo Rodriguez, Jr.

By: *VM Garza*

Victor M. Garza, Assistant District Attorney

Exhibit A

Drug Court

Position Title	Salary Amount
Adm Support-Clerk III	\$30,900.00

Alternative Incarceration Program

Position Title	Salary Amount
Supervision Officer	\$52,834.00
Security Technician	\$32,782.00
Security Technician	\$30,900.00
Security Technician	\$30,000.00
Security Technician	\$30,900.00
Security Technician	\$32,782.00
Security Technician	\$30,000.00
Security Technician	\$30,000.00
Adm. Clerk II	\$28,982.00