

2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date:	<u>09/04/2020</u>	Department:	<u>110 - County Judge</u>
Contract No.:	<u>C-20-487-08-25</u>	Effective Date:	<u>08-25-2020</u>
Description of Project:	<u>MOU - Agua SUD - WiFi Project</u>		
Awarded Vendor:	<u>Agua SUD</u>		
CC Approval on	<u>08/19/2020</u>	AI-	<u>76885</u>

Routing of documents:

- 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: Victor M. Garza
- 3. County Judge's Office – Attn: Richard F. Cortez
- 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- 5. Purchasing Department – Attn: Heidi Ortiz ext. 4877

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page (Pgs. _____ to _____)
- Exhibit C – Certificate of Liability Insurance
- Other: _____

C-20-487-08-25

FILED
AT 4:15 O'CLOCK P.M.

COUNTY OF HIDALGO, §
STATE OF TEXAS §

SEP 08 2020

ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
DEPUTY

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND
AGUA SPECIAL UTILITY DISTRICT

THIS Agreement is made on and entered into effective as of the 25 day of August, 2020, by and between COUNTY OF HIDALGO, TEXAS, hereinafter referred to as (“County”), and AGUA SPECIAL UTILITY DISTRICT hereinafter referred to as (“Agua SUD”), collectively referred to as “Parties”, as follows:

WITNESSETH:

WHEREAS, the Agua SUD is organized as a Public Utility and/or Water District under the laws of the State of Texas, and is a political subdivision of the State with its jurisdiction within the boundary of Hidalgo County; and

WHEREAS, the County is political subdivision organized under the laws of the State of Texas; and

WHEREAS, the County and Agua SUD and their respective constituents have been affected by the COVID-19/Coronavirus public health emergency and the resulting Federal, State and Local disaster declarations and executive orders regarding the same; and

WHEREAS, the County, pursuant to its statutory and constitutional authority, are responsible for the safety and well being of the citizens; the Agua SUD pursuant to its statutory authority, is responsible for the safety and well-being of its students, employee, faculty and administration, and both are desirous that necessary services and equipment are available to respond and mitigate the public health emergency; and

WHEREAS, the County and the Agua SUD are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the Interlocal Cooperation Act; and

WHEREAS, in an effort to facilitate compliance with current public health measures related to the COVID-19 public health emergency, the County established the Hidalgo County Public Access Wi-Fi 2020 Project (hereinafter “Project”) to assist the citizens of the County with distance learning, including technological improvements, as well as improving telework capability, in connection with school and business closings; and

WHEREAS, in response to the COVID-19 pandemic public health emergency, County, in cooperation with Agua SUD, has identified and is working toward developing innovative learning strategies that include access to a Public Internet Wi-Fi network as part of the Project. The Project goal is to provide free internet access to identified areas within each Agua SUD and County that will enable online distance learning as well as improving telework capabilities for families that do not have the means to provide internet access. The system will be designed to support wireless devices, including laptops, iPads, and other personal devices used to access online classes and telework capabilities.

WHEREAS, County and Agua SUD desire to enter into this agreement for a public purpose and for the benefit of the residents of County and Agua SUD in that access to online learning will assist in mitigating the spread of COVID-19 in classrooms and schools, protecting our children, our teachers, and all school staff and to further detail each party's duties and responsibilities; and

NOW THEREFORE, County and Agua SUD in consideration of the mutual covenants expressed hereinafter, agree as follows:

I. PROVISIONS OF SERVICES

Through this Agreement the **PARTIES** will develop a cooperative program to provide services as follows:

Purpose of Agreement:

1. The purpose of this agreement is to establish cooperation between the **County** and **Agua SUD** on an "as needed basis" in order to coordinate the **County's** ongoing efforts and use of all available resources for the Public Internet Access Wi-Fi Network Project in an effort to facilitate compliance with current public health measures related to the COVID-19 public health emergency.

The participation of AGUA SUD in this initiative shall consist of the following:

1. In an effort to assist the citizens of the **County** and **Agua SUD** with distance learning, including technological improvements, as well as improving telework capability, in connection with school and business closings, **Agua SUD** will provide **County** with access to **Agua SUD** premises for the sole purposes of placing wireless communication devices on Agua SUD property. Requests will be made in writing by **County** to **Agua SUD** prior to the placement of any devices needed to facilitate the Public Internet Access Wi-Fi Project and thereafter, will only be placed on **Agua SUD** property with consent and approval of **Agua SUD**.
2. **Agua SUD** will communicate directly with the **County's** designated point of contact to facilitate specific, written requests for assistance from the **Agua SUD** for the **County's** efforts to provide a Public Internet Access Wi-Fi in order to provide educational information and distance learning resources to its constituents aimed at mitigating the spread of COVID-19.

The participation of COUNTY in this initiative shall consist of the following:

1. **County** will designate a point of contact to streamline communications between the **Agua SUD** and **County** and all Elected Offices and Departments.
2. **County** will acquire the services of a vendor to design and implement a Public Internet Access Wi-Fi Network in order to provide educational information and distance learning resources to its constituents aimed at mitigating the spread of COVID-19.
3. **County** will acquire necessary equipment, hardware and software for the Public Internet Access Wi-Fi Network Project. Equipment will be installed on **Agua SUD** premises on an as needed basis in the mutually agreed upon selected areas of each **County** Precinct.
4. **County** shall obtain **Agua SUD's** prior written consent to coordinate access to **Agua SUD's** premises, or should any alterations, additions, or improvements be needed to assist with the **County's** efforts to provide a Public Internet Access Wi-Fi Project.

5. **County** shall be responsible for installation, repairs and maintenance in connection with equipment and/or assets on **Agua SUD** Premises utilized for the purpose of assisting the **County** with efforts to provide a Public Internet Access Wi-Fi Project.
6. **County** shall be responsible for costs associated with the repair and maintenance of equipment and/or **County** assets placed on **Agua SUD** Premises utilized for the purpose of assisting the **County** with its efforts to provide a Public Internet Access Wi-Fi Project.

II. TERM OR AGREEMENT

The term of this agreement is for the lifetime of the Public Internet Access Wi-Fi Network; it will begin on **August 28, 2020, and extend until terminated by either party or mutual agreement of the PARTIES**. Upon termination, alterations, additions, or improvements made by **County** shall become the property of **Agua SUD**, unless **Agua SUD** requests removal of the same. **County** shall repair any damage to **Agua SUD** Premises caused by such removal.

III. COMPENSATION

County will receive no reimbursement from **Agua SUD** for any services provided under the agreement. Requests for financial assistance presented by **Agua SUD** will be considered, reviewed and subsequently approved to the extent they meet the requirements of the CARES Act Guidance in that they are directly related to the **County's** efforts to mitigate the spread of COVID-19.

IV. NOTICES

All notices or other writing required under this Agreement shall be deemed to have been made when sent by mail to the following address:

TO AGUA SUD:
Agua Special Utility District
Attn: Lloyd Loya, Board President

TO COUNTY:
County of Hidalgo
Attn: Richard Cortez, County Judge

3120 N Abram Rd.
Palmview, TX 78572

With CC to:
Jose E. Sáenz, P.E.
Agua Special Utility District
General Manager
generalmanager@aguasud.com

100 E. Cano
Edinburg, TX 78539

With CC to:
Daniel Salinas
Hidalgo County Director of
Information Technology
daniel.salinas@co.hidalgo.tx.us

VI. TERMINATION

This Agreement may be amended, modified or terminated by agreement of the **PARTIES**. Further, the agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

VII. LAW GOVERNING VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the **PARTIES** to this Agreement shall be performable in Hidalgo County, Texas.

VIII. LIABILITIES

This Agreement is not intended to extend the liability of the **PARTIES** beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

IX. 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.

X. 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.

XI. APPENDIX II TO CFR 200-CONTRACT PROVISIONS

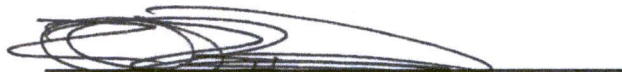
Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

XII. NON-DISCRIMINATION

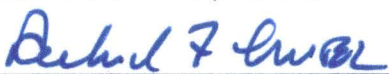
The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and Agua SUD policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

WITNESS THE HANDS OF THE PARTIES effective as of August 25, 2020

AGUA SPECIAL UTILITY DISTRICT


Lloyd Loya, Agua SUD Board President

HIDALGO COUNTY, TEXAS


Richard Cortez, Hidalgo County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 8/18/20 

ATTEST:

Arturo Guajardo, Jr.

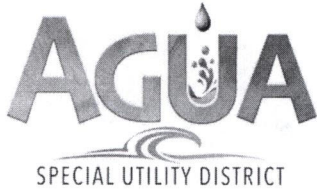
Arturo Guajardo, Jr. Hidalgo County Clerk



APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

[Handwritten signature]

By: Victor M. Garza
Assistant District Attorney



Agua Special Utility District
P. O. Box 4379 | Mission, Texas | 78573-0075
(956) 585-2459 | FAX (956) 585-1516

Board of Directors
Lloyd Loya, President
Cesar Rodríguez, Jr., Vice-President
Adolfo Arriaga, Secretary
Ivan Sandoval, Treasurer
Franco Lopez, Director
Esequiel Ortiz, Jr., Director
Homero Tijerina, Director

**Special Meeting of the Board of Directors
(Virtual Meeting)**

Agua S.U.D. Administration Building
3120 North Abram Road
Palmview, Texas

August 28, 2020
12:30 PM
AGENDA

A MEETING OF THE AGUA SPECIAL UTILITY DISTRICT'S BOARD OF DIRECTORS WILL BE HELD BY VIDEOCONFERENCE ON FRIDAY, AUGUST 28, 2020 AT 12:30 P.M. AND SHALL BE IN ATTENDANCE VIA A COMPUTER, TABLET OR SMARTPHONE AT THE LINK SHOWN <https://global.gotomeeting.com/join/961264413> OR VIA DIAL IN USING YOUR PHONE AT 1 (786) 535-3211 AND ACCESS CODE: 961-264-413

THIS AGUA SUD MEETING WILL BE HELD USING VIDEO CONFERENCE SYSTEM AND IS AUTHORIZED BY GOVERNOR GREG ABBOTT'S TEMPORARY SUSPENSION OF CERTAIN ASPECTS OF THE TEXAS OPEN MEETINGS ACT WHICH ALLOWS FOR A GOVERNING BODY TO HOLD A "VIRTUAL" MEETING SO AS TO AVOID GATHERING MEMBERS OF THE PUBLIC AND/OR BOARD MEMBERS, AND STAFF IN A PHYSICAL SETTING THAT MIGHT CONSTITUTE A PUBLIC HEALTH RISK. THERE WILL BE NO PHYSICAL PUBLIC ACCESS TO THIS MEETING, HOWEVER, THERE WILL BE REAL TIME VIRTUAL ACCESS. PLEASE SEE OPEN MEETING LAWS SUBJECT TO TEMPORARY SUSPENSION.

PUBLIC COMMENTS WILL ONLY BE ACCEPTED IN WRITING NO LATER THAN THIRTY (30) MINUTES IN ADVANCE OF THE MEETING BY SENDING THEM TO CYNTHIA VILLARREAL AT cynthiav@aguasud.com. IN THE BODY OF THE EMAIL PLEASE INCLUDE DATE, NAME, ADDRESS, PHONE NUMBER, AGENDA ITEM # IF APPLICABLE OR SUBJECT OF DISCUSSION, AND COMMENTS.

DISCUSSION AND POSSIBLE ACTION ON THE FOLLOWING MATTERS:

1. Call to Order
 - a. Roll Call
 - b. Public Comments (*Refer to paragraph above regarding public comments; email method*)
2. Discussion and possible action on approval of Memorandum of Understanding between Agua SUD and the County of Hidalgo.

3. EXECUTIVE SESSION:

Pursuant to Texas Open Meetings Act and Texas Gov. Code Section 551.001 Consultation with Attorney, 551.072 Regarding Real Property, 551.073 Prospective Gift, 551.074 Personnel Matters and 551.076 Security.

a. TWDB Palmview Sanitary Sewer Improvements Project

4. Discussion and possible action regarding item(s) discussed in Executive Session.

5. Adjournment.

Notice of Special Meeting of the
Agua Special Utility District Board of Directors

Notice is hereby given that on the 28th day of August, 2020 the Board of Directors of Agua Special Utility District will hold a special meeting at 12:30 p.m. at the Agua Administration Building, 3120 North Abram Rd., Mission, Texas 78572. The subjects to be discussed are listed on the agenda, which is attached to and made part of this notice.

If, during the course of the meeting covered by this Notice, the Board of Directors should determine that a closed or executive meeting or session of the Board is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the Board at the date, hour and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes.

Texas Government Code Section:

- | | |
|----------|---|
| 551.071 | Consultation with Attorney. |
| 551.072 | Deliberation regarding real property. |
| 551.073 | Deliberation regarding prospective gifts. |
| 551.074 | Personnel Matters. |
| 551.076 | Deliberation regarding security devices or security audits. |
| 551.0785 | Deliberation involving medical or psychiatric records of individuals. |
| 551.084 | Investigation; exclusion of witness from hearing. |
| 551.087 | Deliberation regarding economic development negotiation. |
| 551.088 | Deliberation regarding test item. |

Should any final action, final decision, or final vote be required in the opinion of the Board of Directors with regard to any matter considered in such closed or executive meeting or session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
- (b) at a subsequent public meeting of the Board of Directors upon notice thereof; as the Board shall determine.

On this the 25th day of August, 2020 was posted on the Agua SUD official website and in a place convenient to the public in the bulletin board at Agua Special Utility District, 3120 North Abram Rd. Palmview, Texas 78572 at 12:15 p.m. on said date.

/s/
Cynthia Villarreal, Executive Assistant