



Mayor Oscar D. Montoya  
Commissioner Joe Martinez  
Commissioner Armando Garcia

Commissioner Dr. Jacob Howell  
Mayor Pro-Tem Dr. Ruben Saldana  
City Manager Alberto Perez

MERCEDES CITY COMMISSION  
REGULAR MEETING  
JULY 2, 2024 – 6:30 P.M.  
MERCEDES CITY HALL – COMMISSION CHAMBERS  
400 S. OHIO AVE., MERCEDES, TX 78570

“At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.”

1. **Call Meeting to Order**
2. **Establish Quorum**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Open Forum-**
6. **Presentations:**
  - a. Capisallo Terrace Update
  - b. 10<sup>th</sup> Street Project Update
  - c. City Hall Project Update
  - d. Grant Update
  - e. Street Improvement Update
7. **City Manager Comments:**
  - a. Fitch Rating
8. **Management Items:** *Present, discuss, consider and possibly take action regarding:*
  - a. Approval to Authorize Staff to solicit Requests for Proposals (RFP) for Group Voluntary Insurance Products and Section 125 Health and Wellness Programs
9. **Bids/Contracts:** *Present, discuss, consider and possibly take action regarding:*
  - a. Approval of Interlocal Agreement between the City of Mercedes and Texas Municipal League Intergovernmental Risk Pool for Cyber Security Insurance
  - b. Approval to Authorize City Manager to amend the current contracts for Medical, Basic Life/AD&D, Dental and Vision to change date for the new plan year to 10/01/2024
  - c. Approval of Memorandum of Agreement between the City of Mercedes and LRGV TPDES Stormwater Task Force #R-RGV-TF-2024-00031
  - d. Approval of a 3-Year Service Agreement for Preventative Maintenance with Stryker ProCare Services
  - e. Approval of Interlocal Agreement between City of Weslaco and City of Mercedes for the temporary housing of prisoners
10. **Executive Session:** *Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)*
  - a. Discussion with City Manager regarding personnel matters – Section 551.074
  - b. Consultation with Attorney regarding update on litigation -Section 551.071
  - c. Consultation with Attorney regarding contracts – Section 551.071
  - d. Consultation with legal counsel pursuant to Tex. Gov't Code 551.071 regarding concluding of pending litigation *Mercedes Investments LP vs. City of Mercedes, the Mercedes Industrial Foundation and Henry Hinojosa (Cause No. C-4846-19A)*
11. **Open Session:**
  - a. Possible Action pertaining to executive session item a
  - b. Possible Action pertaining to executive session item b
  - c. Possible Action pertaining to executive session item c


- d. Discussion and possible action to approve invoice for legal services to Troiani and Sossi, PLLC for legal services in *Mercedes Investments LP vs. the City of Mercedes, the Mercedes Industrial Foundation and Henry Hinojosa (Cause No. C-4846-19A)*

## 12. Adjournment

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a **Regular Meeting** on Tuesday, July 2, 2024 at 6:30 P.M. Said meeting will be conducted in the Commission Chambers of the City Hall located at 400 S. Ohio, Mercedes, Texas for the purpose of considering and taking formal action regarding the items listed above. This notice is given in accordance with Vernon's Texas Codes Annotated, Texas Government Code, Section 551.001 et. Seq.

WITNESS MY HAND AND SEAL OF THE CITY THIS THE 28<sup>th</sup> DAY OF JUNE, 2024.

ATTEST:

  
\_\_\_\_\_  
Joselynn Castillo, City Secretary  
Time of Posting: 5:00 P.M.

## ACCESSIBILITY STATEMENT

**The City of Mercedes recognizes its obligations under the Americans with Disabilities Act of 1990 to provide equal access to individuals with disabilities. Please contact the City Manager's Office at (956) 565-3114 at least 48 hours in advance of the meeting with requests for reasonable accommodations, including requests for a sign language interpreter.**



Item 9A



WORKERS' COMPENSATION • PROPERTY • LIABILITY

**CRITICAL ALERT:**  
*Cyber Liability and Data Breach Response Coverage*

DATE: June 7, 2024  
TO: All Members with Core (Band 1) Cyber Coverage  
RE: 2024-2025 *Cyber Liability and Data Breach Response Coverage* Updates

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Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering *Cyber Liability and Data Breach Response Coverage* (“*Cyber Coverage*”), cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That’s why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool’s Coverage structure, effective on October 1, 2024. *Members must elect to continue coverage or “opt-in” by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.*

**MEMBERS THAT DON’T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.**

Included in this packet are:

1. A two-page flyer explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program.
2. A **Limits Page** for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
3. A new, separate **Interlocal Agreement (contract)** to join the Pool’s new Cyber Fund.

Please review the above information.

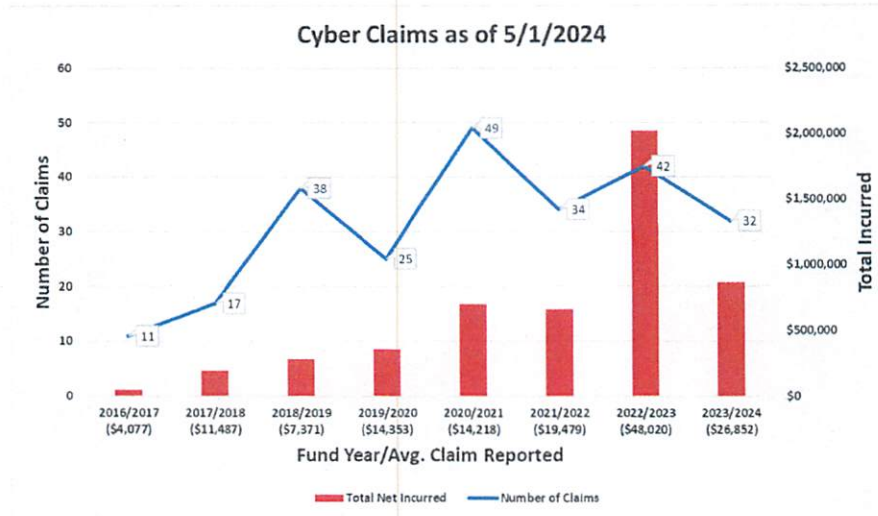
**If your entity wishes to continue Cyber Coverage, simply review, complete and sign, and return the completed Cyber Fund Interlocal Agreement as soon as possible but no later than September 30, 2024.** (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) You can either scan and return the completed and signed agreement by email to [underwriting@tmlirp.org](mailto:underwriting@tmlirp.org) or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

**REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.**

## CRITICAL ALERT: The Pool's NEW Cybersecurity Fund

### Introduction

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage* ("Cyber Coverage"), effective October 1, 2024, for those Members who opt-in and sign the **Cyber Liability Interlocal Agreement**. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). **Most cyberattacks are preventable, and local officials should implement basic policies, train on them, and follow them.** (See the final section below on loss prevention to learn more.)

### The New Cyber Fund – Ensuring the Viability of the Pool's Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars*. Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a **separate Cyber Fund** – each Member that wants to continue coverage **must sign a new, separate interlocal agreement (contract) to join the Fund**.
- The Pool's **total annual payout** for cyber claims will be **capped at \$25 million** – should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to **\$500,000 or \$1,000,000**, depending on whether Core or Core+ option is selected.
- **Cyber coverage contributions (premiums) will increase** based on a Member's elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.



### The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- **Breach response**, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help you lessen the damage from an attack.
- **Network business interruption**, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- **Cyber extortion**, which can help with ransom payments to recover data.
- **Data recovery costs**, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to – for example – when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

### What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing.**) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at [www.tmlirp.org](http://www.tmlirp.org).

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

**REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.**

### Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns ([rburns@tmlirp.org](mailto:rburns@tmlirp.org)) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

### Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the "Local Officials: *Stronger, Together* Podcast."

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to [www.tmlirp.org](http://www.tmlirp.org), click on the "STP Podcast" link at the top of the page, and scroll down to Episode 9c.)

## LIMIT PAGE

Your entity currently has **Core** Cyber Coverage with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at <https://members.tmlirp.org/downloads> (this link will ask you to log into the Member Portal for access).

*A limit of \$25,000,000 is shared by all Members for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.*

	Core	Core+
<b>Tower 1 - Limit of Liability*</b>	\$500,000	\$1,000,000
Data & Network and Media Liability Aggregate Limit of Liability	\$500,000	\$1,000,000
Retention	\$0	\$0
<b>Tower 2 - Limit of Liability</b>	\$100,000	\$250,000
<b><u>First Party Loss</u></b>		
Business Interruption Aggregate Sublimit	\$20,000	\$50,000
Cyber Extortion Loss Aggregate Sublimit	\$25,000	\$50,000
Data Recovery Costs Aggregate Sublimit	\$20,000	\$50,000
Reputational Loss Aggregate Sublimit	\$5,000	\$10,000
Retention (other than Business Interruption)	\$0	\$5,000
Income Loss Retention under Business Interruption	\$5,000	\$5,000
<b><u>Third Party Loss</u></b>		
Regulatory Defense and Penalties Aggregate Sublimit	\$25,000	\$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$25,000
Retention	\$0	\$5,000
<b><u>eCrime</u></b>		
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$50,000
Funds Transfer Aggregate Sublimit	\$25,000	\$50,000
Telephone Fraud Aggregate Sublimit	\$25,000	\$50,000
Criminal Reward	\$2,500	\$2,500
Retention (other than Criminal Reward)	\$2,500	\$5,000
Retention Criminal Reward	\$0	\$0
<b>Tower 3 - Limit of Liability</b>	\$100,000	\$150,000
<b>Breach Response Aggregate Limit of Liability</b> Beazley Response Services	\$100,000	\$150,000
Retention	\$0	\$0
<b>New 2024-25 Annual Contribution</b>	<b>\$1,000</b>	<b>\$1,250</b>
<i>Previous 2023-24 Contribution</i>	<i>\$175</i>	<i>\$247.24</i>

*\*The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core+ limits. All other limits remained unchanged.*



# Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

## CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

### WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
  - a. Board. Refers to the Board of Trustees of the Fund.
  - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
  - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
  - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
  - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
  - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
  - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
  - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
  - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
  - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

*If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.*

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.



The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.
17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name \_\_\_\_\_

Name of Contact \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_ Email Address \_\_\_\_\_

Street Address (if different from above) \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Member's Federal Tax I.D. Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**This Information is MANDATORY**

**TO BE COMPLETED BY FUND: (OFFICE USE ONLY)**

Effective Date of This Agreement \_\_\_\_\_

Member Name \_\_\_\_\_

Contract Number \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF AUTHORIZED FUND OFFICIAL

\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



**THE LOWER RIO GRANDE VALLEY TPDES STORMWATER TASK FORCE  
PARTNERSHIP, INC., AND THE LOWER RIO GRANDE VALLEY TPDES  
STORMWATER TASK FORCE  
PREPARED FOR THE CITY OF MERCEDES**

Date: May 28, 2024

Project Title: **Lower Rio Grande Valley (LRGV) Texas Pollutant Discharge Elimination System (TPDES) Stormwater Task Force Project**

Background: As of June 13, 2022, the LRGV TPDES Stormwater Task Force (**Task Force**) will conduct business as the “Lower Rio Grande Valley TPDES Stormwater Task Force Partnership, Inc.” herein referred to as **STF**. **STF** is a 501(c)(3) Not-for-Profit Research Institute formed to promote and coordinate the collaborative and cooperative use of technology by and among colleges, high schools, community school districts, public and school libraries, health care facilities, government offices, businesses, health and educational professionals other educational and community services organizations and community residents for the benefit of the collaborating organizations, their clients, and community residents of the Rio Grande Valley. The Task Force consists of a coalition of thirty-two (32) local governments located within the LRGV.

Objective: The City of Mercedes (**CITY**) enters into a partnership with the **STF** that provides technical and administrative *support to TPDES stormwater management programs* of **CITY** and the region. **CITY** shall provide funding to **STF** for the facilitation and implementation of a regional stormwater management program (SWMP) developed by **STF** pursuant to the State of Texas Municipal Separate Stormwater Sewer System (MS4) TPDES program. The SWMP will identify the **CITY** as a Level I municipal separate sewer system (MS4).

Strategic Goal: The primary goal of this proposal is to assure the SWMP of **CITY** with the assistance from **STF**, complies with the State of Texas MS4 TPDES program. **CITY** and **STF** will execute this agreement for a period to terminate on March 31, 2029. **STF** and **CITY** will work together in collaboration with individual Task Force members to assure that the **CITY** complies with the SWMP requirements. The **CITY** with input from the **Task Force** has established a Water Studies program in the LRGV and will continue to strive in evolving the program by studying stakeholders’ needs for project development, studies, research, grant programs, and continuing education. **CITY** will continue to assist **STF** in supporting the Water Studies program. The short and long-term goals of **STF**’s program and **CITY** are to emphasize water conservation, optimization of best management practices associated with surface water and groundwater management, and to continue to develop urban and agricultural water initiatives, innovations and ideas.

Information:

- Project Name: **LRGV TPDES Stormwater Task Force Project**
- Address (Street, City, State, Zip): **6156 N Fm 88, Weslaco, TX 78599**
- Office Phone and Fax Numbers: **956-929-7189**
- Contact Name, Email address: **Cassie Ruiz, Program Manager:** [cruiz@lrgvtaskforce.com](mailto:cruiz@lrgvtaskforce.com)

Website (if applicable): <http://www.rgvstormwater.org>

Grant Award: CITY will provide to STF annual funding. Funding for each fiscal year 2024-2029 is \$19,051.20.

Principal Investigator: **Javier Guerrero, MS, E.I.T.**, [jguerrero@lrgvtaskforce.com](mailto:jguerrero@lrgvtaskforce.com)

Time Period: Workplan is for June 1, 2024 – May 31, 2029

General: **CITY** and **STF** will establish and expand a unique partnership in part by working together, sharing resources, and collectively establishing a vast nation-wide network of partners. The partnership's local research topics have primarily focused on urban water issues, but recently, the partnership expanded its mission to include regional watershed topics, rural and agricultural water issues, and coastal projects. **STF** uses a unique, collaborative regional approach to involve various levels of government, including the Texas Commission on Environmental Quality (TCEQ), the U.S. Corps of Engineers (USACE), the Texas General Land Office (TGLO) and the U.S. Environmental Protection Agency (USEPA), in developing cost-effective solutions that will achieve compliance with the TPDES rules and provide regional solutions to stormwater management issues. The Task Force project embodies the spirit of the mutually beneficial relationships between local governments and enhances this relationship with academia and regulators. **STF** is currently growing rapidly, presented with numerous environmental and engineering challenges, thus, the need for highly skilled professional individuals to lead the region's environmental and engineering programs is paramount, and the need for opportunities for students to enhance education with practical opportunities is vital to our region. **STF** and **CITY** will utilize this project to provide educational, technical and research opportunities and practical experience to its researchers, staff and students in order to contribute to the environmental and engineering needs of the region.

Grant program: With support from **STF**, **CITY** will continue to develop an aggressive grant program. Working with local environmental initiatives and coalitions, **STF** participates in grant workgroups comprised of key staff from various local governments and local researchers. This workgroup program has developed a successful strategy of developing grants and acquiring matching funds typically required by state and federal programs. The grant program will seek funding opportunities for local initiatives, infrastructure needs and general projects. The program will also develop regional ideas, identify research topics, and pursue funding for estuary-associated projects. Coined as "participatory research", **STF** and coalition workgroup members will seek grant opportunities to assist local academia and associated partners in developing graduate programs, undertaking science-based studies and supporting economic development strategies. The workgroup will meet regularly to discuss grant programs, identify funding issues, seek partners, select fiscal agents, select projects, and develop project strategies. The **STF** staff can provide guidance and leadership in developing a grant submittal. **STF** is now poised to seek grant opportunities that can significantly impact local research topics. Moreover, this grant program can now expand beyond urban-related grant programs. **STF** will provide support to the **CITY** grant program and assist **CITY** with developing mutually beneficial grant project initiatives.

Stormwater Management Program (SWMP): Individual Task Force members have adopted a regional SWMP developed by **STF** that consists of seven (7) minimum control measures (MCM) and various best management practices (BMPs). The project includes technical and administrative support,



but is not limited to engineering, mitigation, planning and construction tasks. Funding obtained from the local community for the implementation of the SWMP can be strategically utilized to leverage and acquire grant funding to augment the **STF** mission. **STF** will assist **CITY** in the implementation of the SWMP. **STF** will provide support to **CITY** as warranted to enhance the SWMP by evaluating innovative ideas, seeking grant funding, supporting education and outreach activities, and providing academic resources to disseminate ecological, engineering and environmental information.

Lower Rio Grande Valley Low Impact Development (LID) Outreach, Education and Research Demonstration Program: With support from its partners, **STF** will continue to develop a regional program to support the LRGV LID projects with technical assistance, education and training, and grant funding opportunities. In particular, **STF** will provide support to **CITY** in developing engineering, operation and maintenance and technical guidance to the region. The program will support the Task Force's LID and green engineering initiatives, and incorporate these strategies in master planning, local stormwater management and land development.

Initiatives: **STF** is actively involved in several regional initiatives that include, but are not limited to the following:

- Lower Rio Grande Valley TPDES Stormwater Task Force
- Laguna Madre and Port of Brownsville Watershed Partnership
- Arroyo Colorado Watershed Partnership
- Laguna Madre Estuary Program
- Cameron City Coastal Cities Task Force
- North and Central Lower Rio Grande Valley Watershed Characterization Study
- South Texas Coastal Counties Consortium
- Cameron County Water Laboratory and Water/Wastewater Strategic Plan
- Erosion Control Plan
- LRGVDC Regional Water Resources Advisory Committee
- Region 15 Flood Infrastructure Planning Group
- TCEQ Clean Rivers Program
- Texas Stream Team Program

**STF** will provide support to **CITY** as warranted at meetings, workshops and similar activities associated with these initiatives. **STF** will provide support to **CITY** as needed to promote effective participation in these initiatives.

**STF** researchers, staff and students will develop research partnerships, and a mutually beneficial relationship that will support the Task Force. **STF** desires to participate in the management of the SWMP, since such participation will provide **STF** with an avenue for students to: 1) Gain knowledge and experience in the process and procedures of governmental environmental regulation, rule-making, and committee process; 2) Gain supervisory, organizational, and executive skills through the facilitation of the Task Force body, the implementation of the SWMP, and experience opportunities in research, hands-on experience and real world decision making; and 3) Gain experience about the interfacing, communication, and interaction between state agencies and local governments; thus, aiding the students in being at ease publicly speaking, presenting issues, and expounding opinions.

Outreach Component: **STF** will work closely with **CITY** assuring that **STF**'s and the **CITY**'s successful projects and activities, receive noteworthiness in local newspaper media, social media and other media

types. **STF** will provide technical and administrative support with outreach, education and training associated with the SWMP and other initiatives. **STF** will provide administrative and technical support with the SWMP Outreach requirements.

Reporting: **CITY** and **STF** shall execute this agreement that provides a list of tasks **STF** will perform. **STF** shall provide to **CITY** an annual report prepared according to the SWMP and submitted to the Texas Commission on Environmental Quality (TCEQ) as required by the TPDES program to assure compliance is achieved.

Place of Performance: **STF** shall assist **CITY** in implementing the SWMP within the LRGV and the State of Texas.

Measurable Outputs for this proposal: Grant funds will subsidize the **STF** researchers, staff and students, and needed activities to assure a successful program. **STF** will provide regional support by accommodating workshops, training, and outreach activities with venues, staff time, and other resources. Funding will assist **STF** with the following six (6) tasks:

Task 1: Facilitate the Task Force organization

- Assist **CITY** with the implementation of the SWMP. The SWMP consists of six (6) MCMs. **STF** will provide technical, administrative and outreach support with the following MCMs:
  - Outreach, education and public participation
  - Illicit Discharge, Detection and Elimination (IDDE) Program
  - Construction site and stormwater runoff
  - Post Construction Stormwater Management
  - Pollution Prevention and Good Housekeeping
  - Industrial Sources
- **STF** will provide researchers, staff and students funded by this agreement to meet with Task Force representatives individually at their work location at **least one (1) time annually**. **STF** shall attend meetings locally, and at times at TCEQ regional and state offices as needed.
- **STF** will provide technical and administrative support during audits and inspections as needed.

Each MCM identifies specific BMPs to be conducted during each permit year of the SWMP. **STF** will work with **CITY** to assure each BMP is executed to assure compliance with the SWMP. **CITY** is fully responsible for the execution of the BMPs, but **STF** will provide guidance and technical support to assist **CITY** in meeting the goals and requirements of the SWMP.

Deliverable: **STF** will provide researchers, staff and students funded by this agreement to meet with Task Force representatives individually at their work location at **least one (1) time annually**.

Deliverable: **STF** will utilize staff funded in part by this agreement to meet the needs of Task 1.

Deliverable: **STF** will utilize students funded in part by this agreement to meet the needs of Task 1.



Task 2: Coordinate Meetings - Project implementation workgroups include:

- Outreach (separate task)
- Annual Report (separate task)
- Construction
- Ordinance
- Grant (separate task)
- Post Construction
- Training
- Housekeeping
- Task Force Initiatives (separate task)
- Conference planning (separate task)
- LID
- Initiatives and Steering Committees (separate task)
- Others as needed

Workgroup meetings shall be scheduled regularly. Agendas for the workgroups will be developed by **STF**. Each workgroup meeting will provide **CITY** with guidance, priorities, and compliance topics that will identify activities, funding opportunities, and planning tasks to assist the MS4 in complying with the SWMP BMPs assigned to each workgroup,

**STF will conduct at most three (3) workgroup meetings quarterly.** The specific workgroup meetings will meet as needed. These meetings will provide each Task Force member with opportunities to collaborate with each member and share technical, educational and administrative resources to effectively comply with the requirements of the SWMP. **STF** will assist **CITY** in prioritizing and identifying the compliance requirements during the workgroup meetings.

Deliverable: **STF** will conduct at most three (3) workgroup meetings quarterly. Task 3:

Grant Submittals

- The grant workgroup will prepare and submit grants on behalf of **STF**, **up to three (3) grant proposals annually.**
- **STF** will seek funding for its researchers, staff and students when appropriate and authorized, by incorporating **STF** initiatives within grant proposals.
- **STF** will provide grant-writing support to the grant workgroup as needed and will assist in developing proposals that require a regional component by accessing the **STF** network for additional support as needed.
- **The grant workgroup will meet at least three (3) times annually.**
- **STF will plan and deliver a grant symposium annually.**

Undergraduate and Graduate Students: **STF** will continue to work with **CITY** in creating opportunities for local students. **Grant funding will be pursued to fund graduate/undergraduate assistantships, internships, and/or scholarships.** **STF** projects and grant funded research projects will provide students with real world work experience.

Deliverable: **STF** will assist the grant workgroup in preparing and submitting up to three (3) grant proposals annually.

Deliverable: The grant workgroup will meet at least three (3) times annually.

Deliverable: **STF** will plan and deliver a grant symposium annually.

#### Task 4: Other Initiatives

**STF** will provide technical and administrative support to local initiatives. **STF** is actively leading or participating in the following projects:

- Lower Rio Grande Valley TPDES Stormwater Task Force
- Laguna Madre and Port of Brownsville Watershed Partnership
- Arroyo Colorado Watershed Partnership
- Laguna Madre Estuary Program
- Cameron City Coastal Cities Task Force
- North and Central Lower Rio Grande Valley Watershed Characterization Study
- Cameron City Water Laboratory Strategic Plan
- South Padre Island Coastal Erosion Control Plan
- LRGVDC Water Quality Workgroup
- Water and Wastewater Training and Analytical Services Program

**STF** will provide support to **CITY** as warranted at meetings, workshops and similar activities associated with these initiatives. **STF** will provide support to **CITY** as needed to promote effective participation in these initiatives. **STF** will provide updates to **CITY** during **Initiatives Workgroup and Steering Committee meetings. These workgroups will meet at least three (3) times annually.**

Deliverable: Initiatives Workgroup and Steering Committee will meet at least three (3) times annually.

#### Task 5: Retreat and Annual Conference

**STF will plan, coordinate and deliver a retreat and a conference during the permit year.** The retreat will provide **STF** with an opportunity to provide **CITY** with guidance, input and feedback with the implementation of the SWMP BMPs, **STF** initiatives, grant projects and other pertinent topics. The conference provides **STF** and its vast national network to come together annually to share accomplishments, to acquire innovative methods of complying with the SWMP, to develop ideas for new initiatives and to provide **STF** with educational opportunities for researchers, staff, and students. The conference provides local ISDs opportunities for participation.

**STF** will recommend venues, agendas and topics to **CITY** prior to final delivery.

Deliverable: **STF** will plan and deliver one (1) retreat annually. Deliverable: **STF** will plan and deliver one (1) conference annually.

#### Task 6: Outreach and Education (O&E)

**STF** will work with **CITY** in planning, coordinating and delivering the outreach and education BMPs of the SWMP. This includes, but is not limited to **flyer and brochure design, website design and updating**, and promoting non-point source (NPS) pollution prevention and mitigation to



local school districts. **STF shall visit at least four (4) school districts during the permit period as part of the STF NPS pollution prevention and mitigation program.** The O&E program is detailed in the SWMP.

Deliverable: **STF** shall visit at least four (4) school districts during the permit period as part of the **STF NPS pollution prevention and mitigation program.**

Deliverable: **STF** shall upkeep websites associated with this Agreement, namely [www.rgvstormwater.org](http://www.rgvstormwater.org).

Deliverable: **STF** shall provide administrative and technical support to the SWMP O&E program.

#### Task 7: Reporting

The SWMP requires an annual report to be developed and delivered to the TCEQ by the due date of each permit year. **STF** in collaboration with **CITY** will develop and deliver the annual report as required by the SWMP.

- **The annual workgroup meeting will meet at least three (3) times between September 1 and December 30 of the permit year;**
- **One (1) annual report will be submitted to the TCEQ by the designated due date of each permit year to the regional office in Harlingen, TX;**
- **One (1) annual report will be submitted to the TCEQ by the designated the due date of each permit year to the State office in Austin, TX.**
- **STF will provide STEERS training as needed.**
- **STF will accompany TF member during an MS4 audit if requested.**

Deliverable: **STF** will prepare and deliver one (1) annual report to the TCEQ.

**MEMORANDUM OF AGREEMENT**  
**by and between**  
**CITY OF MERCEDES**  
**and**  
**THE LOWER RIO GRANDE VALLEY TPDES STORMWATER TASK**  
**FORCE PARTNERSHIP, INC.**  
**for Representative Appointment to the Regional Lower Rio Grande Valley**  
**TPDES Stormwater Task Force**  
**MOA #R-RGV-TF-2024-00031**

This Memorandum of Agreement (hereafter termed “MOA”) is entered into by and between the **CITY OF MERCEDES** (hereafter referred to as “CITY”), and **THE LRGV TPDES STORMWATER TASK FORCE PARTNERSHIP, INC.** (hereafter referred to as “STFP”), a 501(c)(3) Not-for-Profit formed to promote and coordinate the collaborative and cooperative use of technology by and among colleges, high schools, community school districts, public and school libraries, health care facilities, government offices, businesses, health and educational professionals other educational and community services organizations and community residents for the benefit of the collaborating organizations, their clients, and community residents of the Rio Grande Valley.

**SECTION 1**  
**PURPOSE**

- 1.01** CITY and STFP agree to enter into this MOA as a manner by which CITY and STFP can actively participate in a regional LRGV TPDES Stormwater Task Force (hereafter referred to as **Task Force**) formed to respond and aid compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules* (“**Rules**”) and other pertinent issues as needed.
- 1.02** CITY and STFP desire to accomplish the goals of responding and complying with the **Rules** through the formation of a regional **Task Force**, established and managed by STFP.
- 1.03** STFP desires to participate in the establishment and management of the regional **Task Force**, since such participation will provide STFP with an avenue for students to:
- A. Gain knowledge and experience in the process and procedures of governmental environmental regulation, rulemaking, and committee process.
  - B. Gain supervisory, organizational, and executive skills through the creation of the **Task Force** body, the implementation of the **Task Force** by-laws and policies, creation and submission of **Task Force** agenda and minutes, and budget creation.
  - C. Gain experience about the interfacing, communication, and interaction between STFP and local governments; thus, aiding the students in being at ease publicly speaking, presenting issues, and expounding opinions.

**SECTION 2  
TERM**

- 2.01** *Fixed Term:* This MOA commences on **6/1/24**, will be effective for exactly five (5) calendar years, and will terminate **5/31/29**, unless extended according to section 2.02 of this MOA.
- 2.02** *Extension:* Upon written, mutual consent of **CITY** and **STFP**, this MOA may be extended for a maximum of one (1) calendar year, after the date of expiration of the Fixed Term.
- 2.03** *Cancellation:* This MOA may be cancelled prior to the expiration of the Fixed Term of any Extension Term, upon thirty (30) calendar days written notice to the other party, sent to the address indicated in Section 5.01 of this MOA.

**SECTION 3  
CONSIDERATION**

- 3.01** *Fee:* **CITY** agrees to pay to **STFP** a **Task Force** membership contribution of **\$19,051.20**. Payment of contribution is due in one single payment, tendered by check or wired transfer, payable to **STFP** and delivered to the address indicated in Section 5.01 of this MOA. Initial payment must be made within ten (10) days after execution of this MOA. Subsequent payments shall be made by the 10<sup>th</sup> day of June of each calendar year. Failure of **CITY** to make such payment within the subscribed time, and without a written extension from **STFP**, may result in this MOA terminating.

**SECTION 4  
RIGHTS AND DUTIES**

- 4.01** The following rights and duties will be held or performed by **CITY**:
- A. **CITY** will provide one representative to the **Task Force**. Such a representative must be chosen by majority vote of the Board, as evidenced by an adopted resolution or other evidence of the appointment acceptable to **STFP**.
  - B. The **CITY**'s representative will serve a term that commences on the date of execution of final signature and will terminate exactly five (5) calendar years from date of execution, unless extended according to section 2.02 of this **Agreement**. A replacement representative may be appointed by the **CITY** through written notification at any time during the performance period.
  - C. The **CITY**'s representative will be subject to the bylaws, policies, rules and procedures of the **Task Force**. Any breach or violation of such bylaws, etc., may result in expulsion of the representative from the **Task Force**. If expulsion occurs, the **CITY** will appoint another representative no later than thirty (30) calendar days after notice of the expulsion.
  - D. The **CITY**'s representative will act as the liaison between the **CITY** and the **Task Force**, apprising each entity of the other's objectives. The representative will brief the Board, or other municipal entity responsible for **Task Force** participation, a minimum of once quarterly.
  - E. Each **CITY** having representation on the **Task Force** will be responsible for paying a membership fee as detailed in Section 3.01 of this Agreement.



- F. The **CITY** may make recommendations to the **Task Force** regarding the fee assessment, expenditures, or other financial matters; however, the **Task Force** is not bound by such recommendations.

**4.02** The following rights and duties will be held or performed by **STFP**:

- A. **STFP** will formulate and facilitate the bylaws, policies, rules, and procedures by which the **Task Force** will be governed. **STFP** will provide the **CITY** with a copy of such by-laws, policies, rules, and procedures, as warranted.
- B. **STFP** will formulate and propose to the **Task Force** methods and approaches for compliance with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*. For each method or approach proposed, **STFP** will assist with educational outreach, training, and information to facilitate compliance.
- C. **STFP** will assist with research and educational services and technical support to the **Task Force**, and for any adopted methods and approaches for compliance. **STFP** will not participate in the implementation of the **CITY**'s stormwater management program (SWMP) unless otherwise specified in **Section 4.03**.
- D. **STFP** will manage the **Task Force** administration, including meetings, and efforts pertaining to the methods and approaches for assisting in complying with the *Texas Commission on Environmental Quality Phase II Stormwater Rules*.
- E. The **Task Force** will oversee the establishment and operation of all financial policies, requirements, and expenditures. As overseer of the **Task Force**, **STFP** will assist with the financial management and policy of the **Task Force**.
- F. **STFP** will assist the **Task Force** with the management of any funding acquired by the **Task Force**. This does not apply to the funding provided by this MOA. The management of **Task Force** funding will adhere to the by laws of the organization.
- G. Membership fees paid to **STFP** will be earmarked in a separate **STFP** account for use only by **STFP** for the **Task Force**. Any unappropriated funds will be carried over.
- H. Membership fees paid to **STFP** will be utilized by **STFP** for costs associated with but not necessarily limited to staffing, travel, training, equipment and materials, recruiting, scholarships, meal, and food expenses associated with meetings and events, and communication related expenses.
- I. **STFP** is authorized to utilize membership fees to leverage grant funds, for conference planning, travel expenses, staff training, to support outreach events, and for sponsorships for environmental and educational events.
- J. **STFP** is authorized to utilize membership fees to accomplish tasks included in **Section 4.03**, if any.
- K. **STFP** is authorized to provide funding to the Arroyo Colorado Watershed Partnership, the Laguna Madre Estuary Program, or similar organizations on behalf of **CITY**. This funding, if any, shall be provided at the discretion of **STFP**.

L. **STFP** will be provided by the **CITY** use of **CITY** venues like classrooms, conference rooms, event centers and, but not limited to other similar facilities at no cost to **STFP** to fulfill the outreach and training BMP tasks pursuant to the SWMP and the MS4 permit requirements.

**4.03** *SWMP Implementation:* **STFP** will support the **CITY** in implementing a portion of its SWMP by assisting with research and educational services and technical support with specific Best Management Practices (BMPs). The overall completion of the BMPs is the sole responsibility of the **CITY**.

**SECTION 5  
MISCELLANEOUS**

**5.01** *Addresses:* Fee payment or notices required under this MOA may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. **CITY** and/or **STFP** can change the notice address by sending to the other party a written indication of the new address. Notices should be addressed as follows:

**CITY:** City of Mercedes  
Javier Ramirez  
400 S. Ohio Ave.  
Mercedes, TX 78570  
[jramirez@cityofmercedes.com](mailto:jramirez@cityofmercedes.com)  
(956) 565-3114

**STFP:** TASK FORCE  
C/O Javier Guerrero  
6156 N. FM 88  
Weslaco, TX 78599  
[jguerrero@lrgvtaskforce.com](mailto:jguerrero@lrgvtaskforce.com)  
956-929-7189

**5.02** *Force Majeure:* Any and all duties, obligations, and covenants of this MOA will be suspended during time of natural disaster, war, acts of terrorism, or other “Acts of God”, which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this MOA. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this MOA, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 MOA, within fourteen (14) calendar business days of the Force Majeure event.

**5.03** *Parties Relationship:* Nothing in the MOA should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **STFP**.

**5.04** *Applicable Law:* This MOA is construed under and in accordance with the laws of the State of Texas.

- 5.05** Cumulative Rights: All rights, options, and remedies contained in this MOA and held by **CITY** and **STFP** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **STFP** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this MOA.
- 5.06** Non-waiver: A waiver by either **CITY** or **STFP**, or both, of any obligation, duty, or covenant of this MOA will not constitute a waiver of any other breach of any obligation, duty, or covenant of this MOA.
- 5.07** Counterparts: This MOA can be executed in multiple counterparts, each of which is declared an original.
- 5.08** Severability: If any clause or provision of this MOA is illegal, invalid, or unenforceable under present or future law, **CITY** and **STFP** intend that the remaining clauses or provisions of this MOA will not be affected and will remain in full force and effect.
- 5.09** Entire MOA: This MOA contains the final and entire agreement between **CITY** and **STFP**, and will not be amended, explained, or superseded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** Successors and Assigns: All the obligations, duties, covenants, and rights contained in this MOA and performable by **CITY** will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this MOA.
- 5.11** Nondiscrimination: **CITY** and **STFP**, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this MOA.
- 5.12** Dispute Resolution:
- A. Any controversy claims or dispute between **CITY** and **STFP** relating to the provisions of this MOA, or the breach, termination or validity thereof shall upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
  - B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event later than within forty-five (45) days after written notice is given by any party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
  - C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas. Any notice of dispute tendered by **CITY** should be addressed to Javier Guerrero, Executive Director, **STFP**.

**EXECUTED** the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **CITY**, by its duly authorized agent, as evidenced by authorization by the City Council.



**“CITY”  
CITY OF MERCEDES**

By: \_\_\_\_\_  
Oscar Montoya  
Mayor

ATTEST:

By: \_\_\_\_\_  
Joselynn Castillo  
City Secretary

**ACKNOWLEDGMENT**

**EXECUTED** the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **SWTF**, by its duly authorized officer.

**“SWTF”  
LOWER RIO GRANDE VALLEY TPDES STORMWATER  
STFP PARTNERSHIP, INC.**



By: \_\_\_\_\_  
**Javier Guerrero**  
Executive Director

**CONSENT ITEM: No**

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**DATE:** 06/28/2024**FROM:** Javier Campos Jr.- Fire Chief/EMC**ITEM:** **Approval of a 3-Year Service Agreement for Preventative Maintenance with Stryker ProCare Services on LIFEPAK 15 Cardiac Monitors and Stretchers for the Mercedes Fire Department.**

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The Mercedes Fire Department relies on LIFEPAK 15 cardiac monitors and stretchers to provide critical emergency medical services to the community. To ensure the reliability and functionality of these essential medical devices, it is necessary to continue a preventative maintenance service agreement with Stryker, the manufacturer of these devices. The Mercedes Fire Department has had separate service agreements with Stryker for these items, this agreement will combine all items in one contract for the next 3 years with annual payments.

**Service Details:**

Annual preventative maintenance inspection service, documentation for regulating bodies, Stryker-trained service specialist, Loaner device during PMs and repairs, Discounts on upgrades, accessories and disposables, Software updates, 24/7 telephone support, Stryker OEM parts, Battery servicing and replacement, and Labor and travel expenses.

**Financial Impact:**

The total cost of the 3-year service agreement is **\$52,251.90** (Annual Payment **\$17,417.30**) This cost includes all scheduled maintenance, inspections, repairs, technical support, and replacement parts.

This cost is funded under the EMS operational budget and is within budget.

**Benefits:**

**Reliability:** Ensures that the LIFEPAK 15 cardiac monitors and stretchers are consistently operational and reliable during emergency situations.

**Safety:** Maintains the safety of both patients and emergency medical personnel by keeping the equipment in peak condition.

**Cost-Effectiveness:** Preventative maintenance can reduce the likelihood of costly emergency repairs and extend the lifespan of the equipment.

**Recommendation:** It is recommended that the City Council approves the 3-year service agreement with Stryker ProCare Services for preventative maintenance of the Mercedes Fire Department's LIFEPAK 15 cardiac monitors and stretchers.

Fire Administration recommends approval of item.

**BOARD REVIEW/CITIZEN FEEDBACK:**

**Finance Review by:**

**LEGAL REVIEW:**

**ATTACHMENTS:**

- 1.) 3 Year Service Contract
- 2.)

**DRAFT MOTION:**





### 3 YEAR PREVENT WITH BATTERIES

Quote Number: 10946067

Version: 1

Prepared For: MERCEDES FIRE DEPT

Attn:

Rep: Chad Lewis

Email:

Phone Number:

GPO: CUSTOMER CONTRACT

Quote Date: 06/27/2024

Expiration Date: 08/07/2024

Contract Start: 07/01/2024

Contract End: 06/30/2027

Service Rep: Steven McCarthy

Email:

Delivery Address		Bill To Account	
Name:	MERCEDES FIRE DEPT	Name:	MERCEDES FIRE DEPT
Account #:	20168454	Account #:	20168454
Address:	105 N OHIO AVE MERCEDES Texas 78570-2724	Address:	105 N OHIO AVE MERCEDES Texas 78570-2724

#### ProCare Products:

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
1.0	MANU-FAST-PROCARE	PROCARE-SVC-MANUAL-COT-FASTENER <i>↳Parts, Labor, Travel ↳ Preventative Maintenance</i>	36	3	10.0%	\$2,300.40	\$6,901.20
2.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO <i>↳Parts, Labor, Travel ↳ Preventative Maintenance ↳ Batteries Service</i>	36	3	10.0%	\$4,317.30	\$12,951.90
3.0	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR <i>↳Parts, Labor, Travel ↳ Preventative Maintenance ↳ Batteries Service</i>	36	2	10.0%	\$5,950.80	\$11,901.60
4.0	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR 12/01/2024 - 06/30/2027 <i>↳Parts, Labor, Travel ↳ Preventative Maintenance ↳ Batteries Service</i>	31	4	10.0%	\$5,124.30	\$20,497.20

ProCare Annual Payment: \$17,417.30

#### Price Totals:

Grand Total: \$52,251.90



### 3 YEAR PREVENT WITH BATTERIES

Quote Number: 10946067

Version: 1

Prepared For: MERCEDES FIRE DEPT

Attn:

Rep: Chad Lewis

Email:

Phone Number:

GPO: CUSTOMER CONTRACT

Quote Date: 06/27/2024

Expiration Date: 08/07/2024

Contract Start: 07/01/2024

Contract End: 06/30/2027

Service Rep: Steven McCarthy

Email:

\_\_\_\_\_  
Authorized Customer Signer (Printed)      Date

\_\_\_\_\_  
Stryker Authorized Signature (Printed)      Date

\_\_\_\_\_  
Authorized Customer Signature      Date

\_\_\_\_\_  
Stryker Authorized Signature      Date

\_\_\_\_\_  
Purchase Order Number

**Service Terms and Conditions:**

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

## Payment Schedule

**Starting Balance:**

**\$52,251.90**

Date	Payment	Balance
07/01/2024	\$17,417.30	\$34,834.60
07/01/2025	\$17,417.30	\$17,417.30
07/01/2026	\$17,417.30	\$ -



## Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-MANUAL-COT-FASTENER	2018000800217
1.0	PROCARE-SVC-MANUAL-COT-FASTENER	2018000800219
1.0	PROCARE-SVC-MANUAL-COT-FASTENER	2020000800582
2.0	PROCARE-SVC-POWERPRO	1811003500796
2.0	PROCARE-SVC-POWERPRO	2009003500279
2.0	PROCARE-SVC-POWERPRO	1811003500795
3.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	47870088
3.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	47868515
4.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48438808
4.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48439022
4.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49004190
4.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49025886

**Purchase Order Form**



Account Manager \_\_\_\_\_  
 Cell Phone \_\_\_\_\_

Purchase Order Date \_\_\_\_\_  
 Expected Delivery Date \_\_\_\_\_  
 Stryker Quote Number \_\_\_\_\_

Check box if Billing same as Shipping

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials \_\_\_\_\_

Authorized Customer Initials \_\_\_\_\_

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

**Accounts Payable Contact Information**

Name \_\_\_\_\_  
 Email \_\_\_\_\_  
 Phone \_\_\_\_\_

Stryker Terms and Conditions  
[www.stryker.com/stnc](http://www.stryker.com/stnc)

**Authorized Customer Signature**

Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Attachment                      Stryker Quote Number

\*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

## LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
  - If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
  - Stryker will continue to offer contractual service on a yearly basis only
  - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
  - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

**ProCare® Services**

3800 E. Centre Ave.  
Portage, MI 49002 USA  
1-800-STRYKER  
stryker.com

To:	Whom it may concern
Subject:	Emergency Care Parts and Service
Date:	January 1, 2024

Stryker’s Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Stryker’s Emergency Care products. All parts are manufactured at Stryker or supplied to Stryker by approved vendors.

Stryker employs its own field service team (known as ProCare Services) to service its products. Stryker only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-LOAD fastener
- Power-PRO cot
- Xpedition Stair Chair
- LUCAS 3 chest compression system
- LIFEPAK 15 monitor/defibrillator
- LIFEPAK 20e monitor/defibrillator
- LIFEPAK 1000 defibrillator
- LIFEPAK CR Plus / LIFEPAK CR2 defibrillator

Tooling is calibrated, documented and controlled by Stryker’s home offices in Portage, MI, USA and Redmond, WA, USA. Calibration records and training records are available upon request.

Service repairs are documented and reviewed by Stryker’s quality team. To help ensure Stryker’s commitment to quality, Stryker tracks and trends its service to help ensure the highest level of product performance for its customers. Preventive maintenance (PM) and service history documentation is available upon request.

The Quality Management System of Stryker’s Medical division is ISO 13485:2016 certified.

Please contact your local Stryker representative with questions.






# Expert service designed

## to work for you

When lives are at stake, you need someone who takes a proactive approach to keeping your equipment up and running. With our ProCare Service, you can count on trusted experts dedicated to caring for your equipment, so you can focus on what truly matters – saving lives.

We're your ideal service partner and will provide you with OEM expertise as well as propriety diagnostics tools that help us fix equipment efficiently and effectively.

	 <b>Preventive maintenance</b>	 <b>Protect plan</b>	 <b>Prevent plan</b>
Stryker's ProCare Service plans tailored to your needs			
Annual preventive maintenance inspection service	●		●
Documentation for regulating bodies	●		●
Stryker-trained service specialist	●	●	●
Loaner device during PMs and repairs	●	●	●
Discounts on upgrades, accessories and disposables	●	●	●
Software updates	●	●	●
24/7 telephone support	●	●	●
Stryker OEM parts		●	●
Battery servicing and replacement*		●	●
Labor and travel expenses		●	●

### Service details

**Onsite Services** are performed between 8 a.m. to 5 p.m. local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Service at scheduled times or additional labor charges may apply. Some Services may not be completed onsite. Stryker will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

**Ship-In Service** will ship your device to the nearest service center for repairs and inspections. We use only original manufacturer parts, and services will be performed at a designated Stryker facility. Stryker will cover round-trip shipping (ground only) for covered equipment sent to our designated facility for service.

**Loaners** will be provided if Covered Equipment must be removed from use to complete repairs. Stryker will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner in the same condition as received, upon the earlier of the return of the removed Covered Equipment or Stryker request.

**Updates** are changes to a device to enhance its current features, stability or software. Stryker will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates at a time other than regularly scheduled Services will be billed on a separate invoice at 20% off the then-current list price of the Update. If parts must be replaced to accommodate installation of new software, such parts may be purchased at 30% off the then-current list price.

**Upgrades** are major, standalone versions of software or the addition of features or capabilities to a device. For all Service Plans, Upgrades are not provided under the Plan and must be purchased separately. Upgrades are available at 17% off the then-current list price.

Service Plans do not include: supply or repair of accessories or disposables; repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes or other products not distributed by Stryker; replacement or repair of cases; repair or replacement of items not originally distributed or installed by Stryker; Upgrades and installation of Upgrades.

## Preventive maintenance

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality

## Protect plan

- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker\*
- Power-adapter repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure\*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure\*

## Prevent plan

- Combines benefits of Protect and Preventive Maintenance Service Plans
- Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.



**LIFEPAK 15**  
monitor/defibrillator

## Preventive maintenance

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test linear sensor and recalibrate if needed
- Lubricate and adjust mechanical parts, including compression module and claw lock
- Clean hood, fan, intake and bellows
- Perform functional test on all mechanical components and electronics
- Computer-aided diagnostics
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker

## Protect plan

- Repairs (parts and labor) to restore equipment to manufacturer specifications
- Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure\*
- LUCAS Battery Desk-Top Charger, LUCAS Aux Power Supply, LUCAS Car Cable repair or replacement as deemed necessary by Stryker\*
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap

## Prevent plan

- Combines benefits of Protect and Preventive Maintenance Service Plans



**LUCAS 2/3**  
chest compression system

## Preventive maintenance

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to verify the unit functions accurately, including waveform shape and defibrillation energy
- Replace up to 1 battery pack in accordance with the device operating instructions or upon battery failure
- Replace 1 set of expired adult therapy electrodes at scheduled time of service

## Protect plan

- Repairs (parts and labor) to restore equipment to manufacturer specifications

## Prevent plan

- Combines benefits of Protect and Preventive Maintenance Service Plans



**LIFEPAK 1000**  
defibrillator

Service Plans are also available for the LIFEPAK 20e, and LIFEPAK CR2 devices.

To find out more about our Service Plans, please contact your Stryker Representative, or call 1-800-STRYKER

\*Feature is available based on product specification and customization of package.

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: CR2, LIFEPAK, LUCAS, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holder.

**AGENDA ITEM NO. 9E**  
**CONSENT ITEM: NO**

**DATE:** June 28<sup>th</sup>, 2024

**FROM:** Jose Macias, Lieutenant Mercedes Police Department

**ITEM: Discussion and Possible Action on Approval of Interlocal Cooperation Agreement  
Between The City Of Weslaco, Texas And The City Of Mercedes, Texas**

**BACKGROUND INFORMATION:** This Agreement is made by and between the City of Weslaco, Texas hereinafter referred to as “Weslaco” and the City of Mercedes, Texas; hereinafter referred to as “Mercedes”, pursuant to the provisions of the Texas Interlocal Cooperation Act. The purpose of this agreement is for the temporary housing and detention of Mercedes prisoners awaiting arraignment or transfer to the Hidalgo County Jail. Weslaco agrees to make use of their holding cells for prisoners of the City of Mercedes subject to availability of space based on their facility’s capacity, and as provided herein.

The term of this agreement is for a period four months commencing on **July 1, 2024**, and ending at midnight on **October 31<sup>st</sup>, 2024**, unless otherwise agreed to by the parties in writing. If any party desires to extend the term of this agreement, said party must notify the other party in writing of such request at least sixty (60) days prior to the expiration of the term. Any agreement to extend must be in writing.

Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.

**BOARD REVIEW/CITIZEN FEEDBACK:**

**ALTERNATIVES/OPTIONS:**

**FISCAL IMPACT:** Weslaco agrees to process and temporarily confine persons arrested (“prisoners”) by a Mercedes peace officer at a cost of Fifty-Four Dollars (\$54) per prisoner per day on a twenty-four-hour cycle. The day the prisoner is “booked” will be counted and charged as one day. The succeeding days charges will begin after the prisoner has been confined for twenty-four (24) hours. This cost will include detention, transportation and meal costs. Weslaco agrees to provide meals to the temporarily confined prisoners as required by law and pursuant to customary procedures.

**Proposed Expenditure/(Revenue):**

**Account Number(s):**

**\$54.00**

**522-2045**

**Finance Review by:**

**LEGAL REVIEW:**

**ATTACHMENTS:**

1. Interlocal Cooperation Agreement Between The City Of Weslaco, Texas And The City Of Mercedes, Texas (New)
2. Interlocal Cooperation Agreement Between The City Of Weslaco, Texas And The City Of Mercedes, Texas (Expired)

**DRAFT MOTION:**

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF WESLACO, TEXAS AND THE CITY OF MERCEDES, TEXAS**

This Agreement is made by and between the City of Weslaco, Texas hereinafter referred to as "Weslaco" and the City of Mercedes, Texas; hereinafter referred to as "Mercedes", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

***WITNESSETH:***

WHEREAS, City of Weslaco is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Mercedes is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Mercedes is in need of obtaining services for the temporary housing and detention of prisoners awaiting arraignment or transfer to the Hidalgo County Jail, and

WHEREAS, City of Weslaco has located within their Police Department Facility holding cells, and

WHEREAS, both parties recognize the need and have a desire to cooperate with each other on all matters related to Law Enforcement

WHEREAS, City of Weslaco and City of Mercedes are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Texas government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

***NOW THEREFORE***, The City of Weslaco and City of Mercedes, in consideration of the mutual covenants expressed hereinafter, agree as follows:

***1. Purpose.***

- 1.1** The purpose of this agreement is for the temporary housing and detention of Mercedes prisoners awaiting arraignment or transfer to the Hidalgo County Jail. Weslaco agrees to make use of their holding cells for prisoners of the City of Mercedes subject to availability of space based on their facility's capacity, and as provided herein.



## **2. *Term and Termination.***

- 2.1 The term of this agreement is for a period of four (4) months commencing on July 1, 2024, and ending at midnight on October 31, 2024, unless otherwise agreed to by the parties in writing. If any party desires to extend the term of this agreement, said party must notify the other party in writing of such request at least sixty (60) days prior to the expiration of the term. Any agreement to extend must be in writing.
- 2.2 Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.

## **3. *Processing and Housing.***

- 3.1 Weslaco agrees to process and temporarily confine persons arrested ("prisoners") by a Mercedes peace officer at a cost of **Fifty-Four Dollars (\$54) per prisoner per day on a twenty-four-hour cycle.** The day the prisoner is "booked in" will be counted and charged as one day. The succeeding days charges will begin after the prisoner has been confined for twenty-four (24) hours. This cost will include detention, transportation, and meal costs. Weslaco agrees to provide meals to the temporarily confined prisoners as required by law and pursuant to customary procedures.
- 3.2 Mercedes agrees to transport prisoners to the Weslaco Police Department Jail and to assist Weslaco Police Department personnel in processing said prisoners.
- 3.3 The length of confinement shall not exceed a forty-eight (48) hour period per prisoner. Within the 48-hour confinement period, Mercedes shall make all necessary arrangements to transport said prisoners out of the Weslaco Police Department Jail Facility.
- 3.4 Weslaco agrees to provide the same level of care and security for Mercedes prisoners as they do for their own prisoners.
- 3.5 Weslaco agrees to notify Mercedes as soon as possible of any issues involving Mercedes prisoners including but not limited to health, safety, and general condition of the prisoners, while housed in the Weslaco jail facility.
- 3.6 City of Mercedes agrees that the Mercedes personnel involved in delivering and retrieving prisoners from the Weslaco facility shall at all times adhere to Weslaco rules and procedures in place pertaining to the detention of prisoners.
- 3.7 City of Mercedes agrees to reimburse Weslaco for any reasonable costs incurred in the care and housing of the prisoners. All reimbursements shall be as provided in this agreement.
- 3.8 If requested by Weslaco, Mercedes will relocate any Mercedes prisoners that the Weslaco Police Department determines is being unruly or disruptive or might cause harm to, or be harmed by, any other prisoner. Mercedes further agrees to relocate any Mercedes prisoners that the Weslaco Police Department is unable to accommodate for health, safety or crowded conditions.



3.9 Weslaco reserves the right to refuse to accept for processing or temporary confinement of any prisoner, pursuant to this Agreement when in its judgment it is unable to perform hereunder by reason of temporary understaffing, temporary overcrowding, the condition of the prisoner, or any other reason as determined by Weslaco.

**4. *Use of Intoxilyzer.***

4.1 Upon request of Mercedes peace officer, Weslaco agrees to provide the use of an intoxilyzer instrument for any prisoner charged with the offense of Driving While Intoxicated. If the Mercedes peace officer is not certified or trained to use the intoxilyzer, Weslaco agrees to provide a certified peace officer to administer the breath test. A Mercedes peace officer shall remain present at all times during the use of the intoxilyzer instrument.

**5. *Medical Treatment.***

5.1 Weslaco reserves the right to refuse to accept for processing any prisoner who is reasonably believed to be injured or sick until appropriate and necessary treatment has been provided by a physician or hospital and said person has been released thereby and determined to be physically capable of jail confinement. A written medical clearance form must accompany the Mercedes prisoner to the Weslaco Police Jail facility in order to be confined, or to resume confinement. Arrangements for such treatment and the cost thereof shall be the responsibility of Mercedes.

5.2 In the event that a prisoner has been accepted for processing pursuant to this Agreement and is thereafter determined to require medical treatment and/or hospitalization, Mercedes agrees that it will make the same available to any such prisoner. Weslaco agrees to notify Mercedes of any such circumstance and in emergency situations, shall transport the prisoner to the proper medical facilities, and Mercedes agrees to relieve Weslaco within thirty (30) minutes of transport. Any such emergency treatment and the cost thereof shall be the responsibility of Mercedes.

**6. *Insurance and Indemnification.***

6.1 Mercedes agrees to notify the City's Insurance Provider, TML, of this agreement and Mercedes will provide Weslaco proof that TML has been notified. Mercedes further agrees to indemnify and hold harmless the City of Weslaco for any legal action arising from any complaints, lawsuits, or civil complaints brought about by any prisoners housed under the terms and conditions of this agreement, unless a proper investigation determines that any agent or employee of the City of Weslaco acted illegally or contrary to approved Weslaco policies, rules, regulations or commonly accepted practices.

**7. *Other Terms.***

7.1 Conflict with applicable Law. Nothing in this Agreement shall be construed 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 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.

- 7.2 No Waiver. 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.
- 7.3 Entire Agreement: This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City of Mercedes and City of Weslaco and not otherwise.
- 7.4 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.
- 7.5 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 the City of Weslaco:  
255 S. Kansas Ave.  
Weslaco, Texas 78596

Attn: Martin Garza, City Manager

If to City of Mercedes:  
400 S. Ohio Ave.  
Mercedes, Texas 78570

City of Mercedes Attn: City Manager

Any other 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.

- 7.6 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.

- 7.7 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.
- 7.8 Assignment. This Agreement shall not be assignable.
- 7.9 Headings. 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 of paragraph hereof.
- 7.10 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.
- 7.11 Authority to Execute. The performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
- 7.12 Governmental Purpose. Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- 7.13 Severability. Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable, or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of the Agreement will be deemed to have been stricken here from, and the remainder of this Agreement will have the same force and effect if such part or parts had never been included herein.

[ Signature Page to Follow]

WITNESS THE HANDS OF THE PARTIES effective as of the \_\_\_\_\_ day of \_\_\_\_\_

City of Weslaco

\_\_\_\_\_  
Adrian Gonzalez, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

Norma A. Cantu, **City Secretary**      Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Juan E. Gonzalez, **City Attorney**

\_\_\_\_\_  
Date

**City of Mercedes, Texas**

\_\_\_\_\_  
Oscar D. Montoya, Sr., **Mayor**

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Joycelyn Castillo, **City Secretary**

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

Item 11D

Troiani and Sossi pllc  
222 East Van Buren, Suite 700-A  
Harlingen, Texas 78550

June 28<sup>th</sup>, 2024

Invoice 172  
Due Upon Receipt

<i>Legal Services (Litigation); Mercedes Investments LP Mercedes Investments LP vs the City of Mercedes, the Mercedes Industrial Foundation and Henry Hinojosa, (Cause No. C-4846-19A). ( Feb 17<sup>th</sup>, 2021 to July 2, 2024)</i>	\$673,280.95
<i>Legal Expenses (Litigation); Mercedes Investments LP Mercedes Investments LP vs the City of Mercedes, the Mercedes Industrial Foundation and Henry Hinojosa, (Cause No. C-4846-19A). ( Feb 17<sup>th</sup>, 2021 to July 2, 2024)</i>	\$1,999.95
Total	\$675,279.95

Please make all amounts payable to *Troiani and Sossi, PLLC*  
Payment is due upon receipt.