

STATE OF TEXAS        ,

,

COUNTY OF HIDALGO    ,

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN CITY OF MISSION, TEXAS  
AND THE COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between **CITY OF MISSION, TEXAS**, hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as County, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, County acquired a vehicle as is more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Vehicle"), by Court Order under Chapter 47 of the Code of Criminal Procedure after such Vehicle was determined to be stolen;

**WHEREAS**, the City has requested the Vehicle to be used in its police operations, specifically in the "Panama Unit," designated to fight street level narcotics in and around the City and County;

**WHEREAS**, County, through its Sheriff's Office, has the Vehicle in its possession and the Vehicle is available for the City to use temporarily and such use by the City will not infringe on the effective operation of the Sheriff's Office;

**WHEREAS**, County would benefit from the assistance offered by City in conducting certain narcotic operations outside of City as described herein and desires to make the Vehicle available to City;

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

1. County will loan the Vehicle described in Exhibit "A" to City until such time as City no longer can effectively use the Vehicle or until such time as the County determines it has a need for such vehicle, whichever is sooner.
2. City agrees to assist County in conducting certain narcotic operations within and in the vicinity of City as requested by County and City agrees to provide such assistance at no cost to County so long as such request for assistance does not interrupt the normal operations of City's police responsibilities.

3. City shall provide for the safe keeping of the Vehicle and shall be responsible for maintenance and repair of the vehicle while in the custody of City.
4. City shall be responsible for providing liability insurance for the Vehicle and its drivers in accordance with County insurance requirements and shall not allow such coverage to lapse during the course of this Agreement.
5. To the extent permitted by law, City agrees to indemnify and hold Hidalgo County harmless, while it is in the possession of City, from any and all claims, actions, liability, and expenses caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the City's or that of any person providing services hereunder through or for the City.
6. Either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice.
7. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision 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.
8. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
9. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and City, and not otherwise.
10. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
11. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall

be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hidalgo County, Texas  
Attention: Rene Ramirez, County Judge  
P.O. Box 758  
Edinburg, Texas 78540-0758

If to City : City of Mission, Texas  
Attention: Police Chief Longoria  
1201 E. 8th Street  
Mission, TX 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

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

**CITY OF MISSION, TEXAS**

\_\_\_\_\_  
Norberto Salinas, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

**HIDALGO COUNTY**

\_\_\_\_\_  
Rene Ramirez, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

**Exhibit "A"**

WHITE 2007 CHEVROLET TAHOE K1500 4X4, VIN#GNFK13067J114358; Mileage approximately 71,500 miles.