

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 18th day of March, 2014, by and between the **CITY OF PALMVIEW, 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, City is a home rule municipality located in Hidalgo County, Texas:

WHEREAS, County is a county in the State of Texas;

WHEREAS, the County owns an Intoxilyzer Model 5000EN breath testing Instrument, Hidalgo County Tag No. 60178, Serial No. 68-014068 (the “instrument”) used to detect alcohol levels in persons subject to testing;

WHEREAS, the County’s Instrument has been strategically placed at the City Police Department for the City’s use and care and the placement of the Instrument at the City is believed to be in an optimal location;

WHEREAS, the City and County have a vested interest in reducing the number of individuals driving under the influence of alcohol;

WHEREAS, the County, through its contractor and/or vendor, proposes to provide the Instrument to the City and to be responsible for the maintenance and calibration of the Instrument through the duration of this Agreement;

WHEREAS, the City proposes to be responsible for the proper use and care of the Instrument and to be responsible for any damage, loss or theft of the Instrument;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal 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, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to provide the Instrument to City for use by the City's Police Department and to provide calibration and maintenance of the Instrument in a frequency necessary to keep the Instrument in compliance with local, state and/or federal rules which may affect the validity of the Instrument's readings.
2. City, at its own cost, shall be responsible for the proper use and care of the Instrument and shall be responsible for any damage, loss or theft of the Instrument which may occur while the Instrument is in the custody of City.
3. This Agreement shall be in effect for a period of three (3) years from the date and year of this Agreement as first stated above. Either party may cancel the agreement by giving thirty (30) days notice to the other party; otherwise, it remains in effect for three (3) years and may be renewed for a period of three years (3) by written amendment. Any notice or communication required under this provision shall be given in writing.
4. Upon expiration of this Agreement, county shall be allowed to remove the Instrument from the City, however, if such removal damages City's property, County shall repair or pay for the repair of any such damage.
5. City shall make the Instrument available to its police officers at all times in order to maximize its benefits.
6. **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 (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.
7. **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.
8. **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 with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

9. **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.

10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Palmview
Attention: Jorge Garcia, Mayor
 400 West Veterans Blvd.
 Palmview, TX 78572

If to County: County of Hidalgo
 Attention: Ramon Garcia, County Judge
 P.O. Box 758
 Edinburg TX 78540-0758

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.

14. **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.

15. **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.

16. **Assignment.** This Agreement shall not be assignable.

17. **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.

18. **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.
19. **Authority to Execute.** The execution and 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.
20. **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.
21. **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.
22. **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 this Agreement will be deemed to have been stricken here from and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

CITY OF PALVIEW, TEXAS


Jorge Garcia, Mayor

ATTEST:



Aida Rivas, City Secretary

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney

By: Josephine Ramirez Solis

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Breath Test Intoxilyzer Machines

From : Josephine L. Ramirez
<josephine.ramirez@da.co.hidalgo.tx.us>

Tue, Feb 04, 2014 02:05 PM

Subject : RE: Breath Test Intoxilyzer Machines

To : 'Evangelina Garcia'
<evangelina.garcia@co.hidalgo.tx.us>

Cc : 'Martha Salazar'
<martha.salazar@co.hidalgo.tx.us>, 'lauro torres'
<lauro.torres@co.hidalgo.tx.us>

Reply To : josephine ramirez
<josephine.ramirez@da.co.hidalgo.tx.us>

Vangie,

Just sent you revised interlocals for both cities.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE;
2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity
designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-
mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly
prohibited. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-
MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, February 04, 2014 10:39 AM
To: josephine ramirez
Cc: Martha Salazar; lauro torres
Subject: Breath Test Intoxilyzer Machines

Good Morning Ms. Josie:

Hidalgo County currently owns and has two existing breath test instruments located at San Juan and Palmview Police Departments pursuant to Interlocals. Hidalgo County purchased two new instruments back on December in order to replace those. As requested by the Scientific Director, Mr. J. Mack Cowan, for the Texas Breath Alcohol Testing Bureau, Texas Department Of Public Safety; the County needed/needs to replace with the newer version of the instruments accordingly to the guidelines of the State Of Texas in order to be compliant.

Attached for your review as to form for approval are the two templates for each city in order to proceed ahead. Both cities will need to take to their Commission for their approval thereafter I can proceed with County Commissioners court. In addition, can you please insert a renewal clause since the templates do not have that information.

Appreciate your assistance on this.

Thank you
