STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
AND THE HIDALGO CRIMINAL DISTRICT ATTORNEY'S OFFICE

This Agreement made on this _____day of _____, 2017, by and between the **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL** (hereinafter referred to as "LRGVDC") and the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE** (hereinafter referred to as the "HCDA") collectively referred to as the "Parties", pursuant to the provisions of the Texas Interlocal Cooperation Act, (the "ACT") Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, HCDA is part of a "Local Government" under the ACT, and a political subdivision organized under the laws of the State of Texas; and

WHEREAS, LRGVDC is defined as a "political subdivision" under the ACT, and a Regional Planning Agency formed under the laws of the State of Texas; and

WHEREAS, HCDA applied for and received grants through the Office of the Governor Criminal Justice Division, more specifically titled the Hidalgo County DA's Office –Victim Assistance Program, funded by the Victims Of Crime Act of 1984 ("VOCA") Grant Number 2924302 FY2017-2018 ("GRANT"); and

WHEREAS, the purpose of the GRANT and program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process; and

WHEREAS, the LRGVDC provided an In-Kind match to the HCDA, which is intended to serve as a portion of the grant match required under the GRANT;

WHEREAS, the LRGVDC and HCDA are authorized to enter into this Agreement pursuant to the ACT, which authorizes local governments and political subdivisions to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, the LRGVDC and HCDA, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. In order to fulfill the goals of HCDA'S VOCA GRANT the LRGVDC has provided an In-Kind match which includes space, utilities, furniture, maintenance and upkeep cost, more specifically described herein, incorporated by reference, and attached as "Exhibit A".

2. The In-Kind contribution provided by the LRGVDC shall be used for the purpose of establishing a cooperative working agreement between the HCDA and the LRGVDC in an effort to address needs identified under the LRGVDC Regional Criminal Justice Strategic Plan.

3. In acknowledgement of the Parties vested interest in the program and services of the GRANT, the Parties have identified priority areas to be addressed by the GRANT as appropriate, including but not limited to 1) Establishment of a Multi-Disciplinary Team for Case Coordinating and 2) Training for law enforcement professionals and criminal justice professionals.

4. HCDA will utilize In-Kind GRANT match to organize and conduct victim services oriented public trainings, seminars, including but not limited to Victim Assistance Academies that will provide training and certification for system based victim advocates.

5. HCDA will utilize In-Kind GRANT match to organize and conduct outreach sessions including but not limited to monthly meetings with victim services oriented taskforce and coalition organizations.

6. LRGVDC will provide a monthly statement of the In-Kind GRANT match utilized by HCDA during the term of the GRANT for the purposes of applicable GRANT reporting requirements.

7. HCDA agrees that the use of LRGVDC facilities related to the In-Kind GRANT match shall be subject to availability and LRGVDC executive approval upon written request.

8. HCDA and LRGVDC will comply with their own applicable policies and procedures, state and federal laws, regulations, policies and procedures with respect to any parts terms and conditions of the GRANT.

9. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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 FY2015 Homeland Security terms and conditions prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.

10. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. **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 LRGVDC and HCDA, and not otherwise.

12. **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 WITHIN CAMERON, HIDALGO, WILLACY AND STARR COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN CAMERON, HIDALGO, WILLACY AND STARR COUNTY, TEXAS.

13. **Governing Provisions.** HCDA shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

14. **Notice.** Except as many 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 LRGVDC: Attention: Ron Garza
Deputy Executive Director
301 W. Railroad ST.
Weslaco, Texas 78596

If to HCDA: Attention: Honorable Ricardo Rodriguez, Jr.
Hidalgo County Criminal District Attorney's Office
100 East. Cano
Edinburg, TX 78539

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

15. **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.

16. **Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this Agreement.

17. **Assignments.** This Assignment shall not be assignable.

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

19. **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 as often as may be appropriate.

20. **Nondiscrimination:** Company/Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

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

22. **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.

23. **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.

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

Hidalgo County Criminal District Attorney's Office

_____

Honorable Ricardo Rodriguez, Jr.,
Criminal District Attorney

Lower Rio Grande Valley Development Council

_____

Ron Garza, Executive Director

Approved as to form:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney