

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE
HIDALGO COUNTY SHERIFF'S OFFICE
AND PROGRESO POLICE DEPARTMENT FOR
EQUIPMENT/SERVICES SHARING**

This Agreement is entered into, by and between the HIDALGO COUNTY SHERIFF'S OFFICE and the PROGRESO POLICE DEPARTMENT, pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the "Act") Chapter 791, Texas Government Code, as follows:

WHEREAS, the HIDALGO COUNTY SHERIFF'S OFFICE has certain equipment and PROGRESO POLICE DEPARTMENT has a need for such equipment which will be utilized in the service of crime prevention and for law enforcement purposes (hereinafter "Equipment").

WHEREAS, the HIDALGO COUNTY SHERIFF'S OFFICE and the PROGRESO POLICE DEPARTMENT are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the HIDALGO COUNTY SHERIFF'S and PROGRESO POLICE DEPARTMENT have heretofore entered into this Agreement providing for Equipment/Service sharing to the PROGRESO POLICE DEPARTMENT; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the HIDALGO COUNTY SHERIFF'S OFFICE and the PROGRESO POLICE DEPARTMENT hereby agree as follows:

1. EQUIPMENT SHARING: the HIDALGO COUNTY SHERIFF'S OFFICE will transfer/share to the PROGRESO POLICE DEPARTMENT Equipment owned by HIDALGO COUNTY SHERIFF'S OFFICE which is identified as:

Description	County Asset	Serial Number
<u>2014 FORD EXPEDITION</u>		<u>1FMJU1F52EEF63297</u>
<u>2008 Ford F-150 4 door P/U</u>		<u>1FTRX12W98FB16705</u>

2. IN CONSIDERATION OF THE EQUIPMENT SHARING: THE PROGRESO POLICE DEPARTMENT agrees to the following:

- a. The PROGRESO POLICE DEPARTMENT will accept transfer/share of Equipment in “as-is” condition and acknowledge that the HIDALGO COUNTY SHERIFF’S OFFICE makes no warranty in any manner as to the fitness of the Equipment for any purpose.
- b. The Equipment shall remain the property of the HIDALGO COUNTY SHERIFF’S OFFICE throughout the transfer/share period.
- c. The PROGRESO POLICE DEPARTMENT agrees that Equipment shall be solely used in the service of crime prevention and for law enforcement purposes.
- d. The PROGRESO POLICE DEPARTMENT shall be solely responsible for repair, maintenance, and liability insurance coverage for any Equipment while in the possession of the PROGRESO POLICE DEPARTMENT.
- e. The PROGRESO POLICE DEPARTMENT shall make Equipment available for inspection and auditing purposes, within twenty-four (24) upon request, to the HIDALGO COUNTY SHERIFF’S OFFICE.
- f. The PROGRESO POLICE DEPARTMENT shall deliver Equipment to the HIDALGO COUNTY SHEIFF’S OFFICE when the Equipment is no longer needed in the service of crime prevention or for law enforcement purposes and/or at the request of the HIDALGO COUNTY SHERIFF’S OFFICE.

3. INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AND THE PROGRESO POLICE DEPARTMENT, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE COUNTY OF HIDALGO, TEXAS, HIDALGO COUNTY SHERIFF'S OFFICE, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE EQUIPMENT (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF EQUIPMENT PROVIDED UNDER THIS AGREEMENT.

4. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

THE HIDALGO COUNTY SHERIFF'S OFFICE WILL RECEIVE NO COMPENSATION FROM THE PROGRESO POLICE DEPARTMENT FOR ANY EQUIPMENT SHARED AND/OR TRANSFERRED PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTER ALLY SIGNED ON THE DATES INDICATED BELOW.

COUNTY OF HIDALGO

BY: _____

Date: _____

RICHARD CORTEZ, County Judge

BY: _____

Date: _____

J.E. "EDDIE" GUERRA, Hidalgo County Sheriff

BY: _____


Date: _____

Arturo Guajardo, County Clerk

CITY OF PROGRESO

BY: 
GERARDO ALANIZ, Mayor

Date: _____

BY: 
CESAR SOLIS, Chief of Police

Date: _____

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By: _____ Date: _____
Victor M. Garza, Assistant DA