

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
HIDALGO COUNTY AND CITY OF MERCEDES, TEXAS  
C-21-856-11-02**

THIS Agreement is made on this the 2<sup>nd</sup> day of November, 2021 by and between **HIDALGO COUNTY, TEXAS**, by and through the Hidalgo County Sheriff's office, hereinafter referred to as "County", and **CITY OF MERCEDES** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act 791., as follows:

**WITNESSETH:**

**WHEREAS**, Hidalgo County is a unit of local government in the State of Texas;

**WHEREAS**, City is a municipality located in the State of Texas; and

**WHEREAS**, City and County are located in close proximity and have common law enforcement and crime prevention initiatives and close working relations; and

**WHEREAS** County has certain equipment that City has a need for which will be utilized in the service of crime prevention and for law enforcement purposes (hereinafter "Equipment") and that such use is a public purpose that will benefit both the citizens of City and County;

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

1. County and Sheriff have agreed to transfer to the City the Equipment, vehicles and accessories owned by County and as further identified in the attached Exhibit "A" herein.
2. Sheriff has determined that his office no longer has use for the Equipment identified in the attached Exhibit "A" and in consideration for the transfer of the Equipment identified, City agrees that County shall have no further financial responsibility for any relocation, transportation, repair, maintenance, or other expenses related to the Equipment being transferred.
3. Prior to County providing City, with any County owned Equipment, City

shall request and receive an asset transfer form from the County identifying the Equipment being transferred.

4. Any request by City for County Equipment, shall be subject to the approval of the Hidalgo County Commissioners Court determining that such Equipment is no longer needed or required by the Hidalgo County Sheriff's Office.
5. The parties agree that all transferred Equipment and accessories shall be the responsibility of City and City shall be responsible for the repair, maintenance and liability coverage for any Equipment transferred.
6. INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, CITY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE COUNTY OF HIDALGO, TEXAS, 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.
7. 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.
8. Notice to either party to this agreement shall be served as follows:

If to City:                      City of Mercedes Texas  
   Attn: Oscar Montoya, Mayor  
   P.O. Box 837  
   Mercedes, Texas 78570

If to County:                    Hidalgo County of Hidalgo, Texas  
   Attn: Richard F. Cortez, County Judge  
   100 E. Cano 2<sup>nd</sup> Floor  
   Edinburg, Texas 78539

With Copy to:                 Hidalgo County Sheriff  
   Attn: J.E. "Eddie" Guerra  
   711 E. El Cibolo Rd.  
   Edinburg, TX 78541

Hidalgo County Purchasing Department  
Attn: Jorge A. Garza, Contract Specialist II  
2802 S. BUS HWY 281  
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.

9. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.
10. This Agreement represents the entire agreement between County and City and this Agreement supersedes all prior negotiations, representations or agreements, either written or oral between the Parties. This Agreement may be amended only by written instrument signed by the governing bodies of both County and City or those authorized to sign on behalf of those governing bodies.
11. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas.
12. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties that the remaining portions of this Agreement shall remain valid and in full force and effect to the extent possible.
13. **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 the 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.
14. **Nondiscrimination.** The parties agree that services and/or project proposals mutually agreed to shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable County or District policy, State or Federal law, including without limitation, race, color, national origin, religion, sex, age, veteran, status, or disability.
15. The undersigned officer or agent is the properly authorized official who has the necessary authority to execute this Agreement, and each party hereby certifies to the other that any

necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

By: \_\_\_\_\_  
Richard F. Cortez, County Judge

ATTEST:

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

Company: City of Mercedes, Texas

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

Hidalgo County Sheriff

By: \_\_\_\_\_  
J.E. "Eddie" Guerra, Sheriff

*Approved By Commissioners Court On:* \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Josephine Ramirez, Assistant District Attorney