

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND THE
CITY OF LA JOYA, TEXAS
C-21-0901-11-30

THIS Agreement is made on and entered into, effective as of the 30TH day of **NOVEMBER, 2021**, by and between **HIDALGO COUNTY, TEXAS**, by and through the Hidalgo County Sheriff’s office (the "County"), and **CITY OF LA JOYA** (the “City”), collectively referred to as the “Parties”, pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code. The purpose of this Agreement is for County to transfer surplus equipment as outlined in the attached **Exhibit “A”** to City in accordance with the Texas Local Government Code Chapter 263. This Agreement shall be fully executed and enforceable on the date it is signed by both of the Parties.

WITNESSETH:

WHEREAS, the City is a municipality defined as a “Political Subdivision” under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas;

WHEREAS, the County is defined as a “Local Government” under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas;

WHEREAS, the Interlocal Cooperation Act, Chapter 791 Texas Government Code, provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act;

WHEREAS, the surplus item identified in the attached **Exhibit “A”** is no longer needed by County for any purpose;

WHEREAS, Hidalgo County Commissioners Court hereby declares that the item list attached as **Exhibit “A”** is surplus property;

WHEREAS, County will transfer the surplus equipment identified in the attached **Exhibit “A”** to City to serve a joint public purpose of maintaining the City of La Joya’s and the County’s, shared, current, and future infrastructure, crime prevention initiatives, law enforcement services, and health and safety services for its constituents;

WHEREAS, the surplus equipment will be utilized to in the service of infrastructure, crime prevention and to perform law enforcement services for the benefit of the health and safety of the constituents of the City and the Citizens of the County; and

WHEREAS, City will accept the transfer of the surplus equipment identified in the attached **Exhibit “A.”**

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

1. County hereby declares that the items identified in the attached Exhibit “A” is surplus property.

2. County hereby finds that the transfer of the surplus items as identified in the attached Exhibit “A” to City serves a public purpose.

3. County hereby transfers the surplus items identified in the attached Exhibit “A” to City.

4. City hereby accepts the transfer of the surplus items identified in the attached Exhibit “A.”

5. **Consideration.** In consideration for the transfer of the equipment identified in the attached **Exhibit “A”**, City agrees that County shall have no further financial responsibility for any relocation, transportation, repair, maintenance or upkeep expenses related to the equipment being 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. 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.

8. **Entire Agreement.** 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.

9. **Texas Law to Apply.** 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. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The City hereby consent to personal jurisdiction in Hidalgo County, Texas.

10. **Conflict of Applicable Law/Severability.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between and provisions 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 provisions or provision of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. **Authority to Execute.** 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.

12. **Term.** The effective date of this Agreement shall be the date first written above. The term of the Agreement shall be for the period referenced above.

13. **Termination.** This Agreement may be terminated in whole or in part by County or City upon thirty (30) days written notice to the other party.

14. **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: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539

If to City: City of La Joya, Texas
Attn: Isidro Casanova, Mayor
701 E Expressway 83.
La Joya, TX 78560

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

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. **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 for the paying party, as herein provided.

16. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable 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 County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best effort attempt to obtain and appropriate funds for payment of the Agreement.

The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

17. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

18. **Immunities.** It is expressly understood and agreed that, in the execution of this Agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

19. **Non-Discrimination.** City and County, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or 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 Agreement. See Title VI of the Civil Rights Act of 1964, as amended.

20. **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.

21. **Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.

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

23. **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.

24. **Governing Provisions.** Parties 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.

25. **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.

26. **Prior Agreements.** This Agreement supersedes and terminates all previous Interlocal Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal Agreement shall terminate at such time.

[SIGNATURE PAGE TO FOLLOW]

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

THE CITY OF LA JOYA, TEXAS

Isidro Casanova, Mayor

ATTEST

_____, City Secretary

THE COUNTY OF HIDALGO

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY SHERIFF

J.E. "Eddie" Guerra, H.C Sheriff

Approved by Hidalgo County Commissioners Court on: _____

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

Amanda D. Austin, Assistant District Attorney

EXHIBIT “A”

SURPLUS PROPERTY

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND THE
CITY OF LA JOYA, TEXAS

The County of Hidalgo, Texas, acting by and through the Hidalgo County Commissioners Court, having declared Asset No. 58973, described as a 2013 FORD EXPEDITION, to be surplus property and then transferring the same to the City of La Joya, Texas, and whereby the City of La Joya has accepted the transfer and agreed to bear the cost of all storage, transportation, and relocation related to Asset No. 58973, described as a 2013 FORD EXPEDITION.

By vote on the date below, the Hidalgo County Commissioners Court has approved the Interlocal Cooperation Agreement, described above and authorized execution of this document by the County Judge of the County of Hidalgo, Texas.

Date: _____

By: _____
County Judge of Hidalgo
County Commissioners Court