

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO AND TEXAS DEPARTMENT OF PUBLIC
SAFETY**

THIS agreement is made on this the ____ day of _____, 20____, by and between the **DEPARTMENT OF PUBLIC SAFETY FOR THE STATE OF TEXAS** (hereinafter referred to as the "DPS") and the **COUNTY OF HIDALGO**, Texas by and through Hidalgo County Precinct #3 (hereinafter referred to as the "**County**"), and 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, the DPS is an agency of the State of Texas;

WHEREAS, the County is defined as a "Local Government" under the Act, and a political subdivision organized under the laws of the State of Texas; and

WHEREAS, DPS is seeking to use, operate and maintain a Boat Dock located in the County owned portion of Anzalduas Park for purposes related to the furtherance of the responsibilities of DPS as provided in Texas Government Code Ch. 411 and related laws;

WHEREAS, DPS and County believe that this agreement would serve a public purpose and be for the mutual benefit of both parties; and

WHEREAS, DPS and County are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the Act;

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

1. County grants to DPS the use and operation of the Boat Dock located in Anzalduas Park, Hidalgo County, Texas (hereinafter referred to as the "Property") for use by the DPS for lawful purposes as authorized by statute and related laws and regulations.
2. For costs up to \$50,000 per annum, DPS will be responsible for the maintenance and operation of its use of the Property for the purposes described. For costs exceeding \$50,000 per annum, DPS and County will execute an interlocal agreement specifying for the payment of maintenance and operation costs.

3. DPS agrees any improvements made to the Boat Dock will be subject to approval by the County. DPS agrees to repair any damages caused to County property by its use of the Boat Dock and/or Anzalduas Park. Any and all repairs are subject to County approval.
4. DPS shall coordinate its efforts for its use of the Property with a designated representative from the Precinct #3 Office.
5. It is expressly understood that each Party will respectively bear all of their own costs incurred in carrying out their responsibilities as set forth in this Agreement.
6. Nothing in this agreement shall inhibit the County from using the Boat Dock for County related purposes, and DPS shall not prohibit County employees from entering the Boat Dock; however, County shall comply with reasonable security measures initiated by DPS at the Boat Dock.
7. Neither party shall have any liability whatsoever for the actions or omissions of an individual employed by the other party, regardless of where the individual's actions or omissions occurred. Each party is solely responsible for the actions and/or omissions of its own employees, officers, and agents. Where injury or property damage results from the joint or concurring acts and/or omissions of the Parties, liability, if any, shall be shared by each party in accordance with the applicable laws of the State of Texas, subject to all defense, including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provisions hereof be deemed a waiver of any defenses available by law.
8. **Term.** The term of this Agreement shall be for four (4) years commencing on the date referenced above. This Agreement shall automatically renew for four (4) additional one (1) year terms upon the same terms and conditions described herein.
9. **Termination.** Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to other.
10. **Nature of Relationship.** Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. No provision contained in this agreement, nor any acts of the Parties hereto shall be deemed to create any relationship between DPS and County other than what is specifically described within the agreement. The County of Hidalgo shall maintain exclusive control, direction and management of its own employees, and DPS shall have no rights with respect thereto, except for the right to enforce covenants of the Agreement as set forth herein.

If to DPS: Texas Department of Public Safety
Attn: Major Chris Nordloh
Texas Highway Patrol
P.O. Box 4087 MSC 0500
Austin, Texas 78773-0500
Email copy of letter to: Chris.Nordloh@dps.texas.gov

With copy to:
Attn: Captain TJ Wood
Texas Highway Patrol
Tactical Marine Unit
2525 N. International Blvd
Weslaco, Texas 78599
Email copy of letter to: T.J.Wood@dps.texas.gov

And email copy of letter to:
Department of Public Safety, Facilities Leasing Email:
FacilitiesLease@dps.texas.gov

If to County: Hidalgo County, Texas
Hon. Richard F. Cortez, County Judge
100 E Cano St., Second Floor
Edinburg, Texas 78539

With copy to: Hidalgo County Precinct 3
Hon. Everardo "Ever" Villarreal
724 N Breyfogle Road
Mission, Texas 78574

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.

18. **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.
19. **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.
20. **Assignment:** This Agreement shall not be assignable.
21. **Headings.** The headings and captions contained in this Agreement are solely for the

convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

22. **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.
23. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and DPS policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.
24. **Governmental Purpose.** Each party hereto is entering into the 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.
25. **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 DPS. 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. 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). The parties understand and agree that the obligations of DPS and its liabilities under the Agreement are subject to the availability of funds given to DPS: (1) through appropriations from the Texas Legislature, (2) through federal funds, or (3) both. If DPS is unable to perform its obligations under the Contract as a result of the lack of sufficient funding, DPS may terminate the Contract upon ninety (90) days written notice to County.
26. **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.
27. **Legal Construction/Severability.** 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.
28. **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.

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

(Signature Page to Follow)

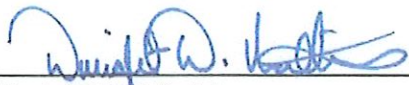
WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON _____, 20__.

Agenda Item No. _____ Executive Office: _____

TEXAS DEPARTMENT OF
PUBLIC SAFETY:

COUNTY OF HIDALGO:

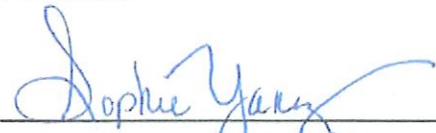


Dwight D. Mathis
Deputy Director,
Law Enforcement Operations

Richard F. Cortez
Hidalgo County Judge

ATTEST:

ATTEST:



Printed Name: Sophie Yanez
Title: Assistant to the Director

Arturo Guajardo
County Clerk