

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND THE
CITY OF Edinburg, TEXAS REGARDING MVCPA TASK FORCE**

THIS Agreement is made on and entered into, effective as of the ____ day of _____, 20____, by and between **HIDALGO COUNTY, TEXAS**, by and through the Hidalgo County Sheriff's Office (the "County"), and **CITY OF Edinburg** (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 provide City with law enforcement services within its jurisdiction in accordance with the Texas Government Code Chapter 791. 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 Act, and a county in the State of Texas;

WHEREAS, County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, this agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local government;

WHEREAS, County and City have the objective to operate a multi-agency task force funded in part by the Motor Vehicle Crime Prevention Authority of the State of Texas (MVCPA) grant, for funding in the total amount of \$1,052,143.00 Of which, \$168,754.00 is allocated to the City of Edinburg for the items described below;

WHEREAS, County and City have agreed to contribute an amount of matching funds in an amount indicated below if said application is approved;

WHEREAS, the source of funds would not normally be used for this purpose;

WHEREAS, the County and City have the authority and it is in their best interest to join in the application to develop a multijurisdictional MVCPA Task Force;

WHEREAS, the County and City agree to each accept the responsibility for their respective commitments and to adhere to all applicable federal, state and local laws or regulations, as well as all grant rules and conditions.

WHEREAS, County and City have determined that it is in the best interest and benefit of the citizens of City and County to cooperate in this agreement and that it serves a public purpose;

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

1. All of the above statements are incorporated herein and fully restated.

2. **Purpose.** The purpose of this Agreement is to allow County and City to operate a multi-agency taskforce with the Motor Vehicle Crime Prevention Authority of the State of Texas, which application is attached hereto as Exhibit "A" and made a part hereof for all purposes.

3. **Term.** The term of this Interlocal agreement commences on the effective date indicated above and ends on August 31st, 2026, or unless otherwise terminated as provided herein.

4. **Termination.** This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. This Agreement may also be terminated immediately by mutual written agreement of the parties. The parties intend this provision to be a continuing right to terminate this Agreement.

5. **Consideration.** As consideration for this Agreement, City agree to contribute a total of \$33,751.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In Kind)
Total Professional and Contract Services	\$33,751	Cash Paid

6. Allocation of Funds. The specific allocation of the City funds is set out in Exhibit “A” of this Agreement and made part hereof for all purposes.

7. Equipment. Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

8. Amendments. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

9. Indemnity. TO THE EXTENT AUTHORIZED BY LAW AND WITHOUT WAIVING ANY GOVERNMENTAL OR OFFICIAL IMMUNITIES OR DEFENSES, CITY AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY’S FEES AND RELATED COSTS, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE BY CITY OFFICIALS, AGENTS, AND EMPLOYEES OF CITY’S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF CITY AND ANY OTHER PERSON OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF CITY AND ANY OTHER PERSON OR ENTITY. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF SUCH ACTION, SUITS OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OR INTENTIONAL ACT OR OMISSION OF CITY.

10. 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.

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 agreement or representative) and 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 City and County, and not otherwise.

12. 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.

13. 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.

14. Authority to Execute. The execution and performance of this Agreement by each Party to this Agreement has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties to this Agreement in accordance with its terms.

15. 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

w/ copy to: Hidalgo County Sheriff's Office
Attn: Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, TX 78541

If to City: City of Edinburg
Attn: Mayor
Address: 415 W University Dr.
Edinburg, Texas 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.

16. 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.

17. Commitment or 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 pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

19. No Waiver of Immunities/Defenses: Nothing in this Agreement is intended to and the Parties to this Agreement do not hereby waive, release or relinquish any right to assert any of the defenses the Parties to this Agreement may enjoy by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to the Parties to this Agreement as to any claim or action of any person, entity, or individual against the Parties to this Agreement.

20. 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 by each Party's respective policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other protected category.

21. 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.

22. 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.

23. Assignments. This Agreement shall not be assignable.

24. 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.

22. Authority to Execute: The execution and performance of this Agreement by each Party to this Agreement has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties to this Agreement in accordance with its terms.

23. Governing Provisions. Parties shall comply with all applicable laws and regulations.

24. 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.

25. 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.

26. Appendix II to CFR 200-Contract Provisions. Pursuant to 2 CFR 200.327, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are incorporated by reference into this County contract should it be subject to Federal award.

[SIGNATURE PAGE TO FOLLOW]

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

THE CITY OF EDINBURG,
TEXAS



Printed Name: Omar Ochoa
Mayor

ATTEST



Printed Name: Clarke V. Balderramos
City Secretary

THE COUNTY OF HIDALGO

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

Approved by Hidalgo County Commissioners Court on: _____
Agenda Item No. _____

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By: 

Josephine Ramirez-Solis, City Attorney

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

Assistant District Attorney