

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN DENTON COUNTY, TEXAS, AND HIDALGO COUNTY, TEXAS**

**THIS AGREEMENT** is hereby made, entered into and executed by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, hereinafter “Denton County,” and Hidalgo County, Texas, a duly organized political subdivision of the State of Texas, hereinafter “Hidalgo County.” Denton County and Hidalgo County are collectively referred to herein as “the Parties.” The purpose of this Agreement is for Denton County to transfer two (2) surplus ballot cabinets to Hidalgo County, in accordance with Texas Local Government Code § 263.152. This Agreement shall be fully executed and enforceable on the date it is signed by both of the Parties.

**WITNESSETH**

**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; and

**WHEREAS**, the two (2) ballot cabinets are no longer needed by Denton County for election purposes; and

**WHEREAS**, by ratification of this Agreement, the Denton County Commissioners Court hereby declares that the two (2) ballot cabinets are surplus property; and

**WHEREAS**, by ratification of this Agreement, Denton County will transfer the two (2) ballot cabinets to Hidalgo County to serve a public purpose; and

**WHEREAS**, by ratification of this Agreement, Hidalgo County will accept the transfer of the two (2) ballot cabinets and in exchange Hidalgo County will provide Denton County with adequate consideration by relieving Denton County of all relocation and transportation expenses related to the transfer of the two (2) surplus ballot cabinets to Hidalgo County.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

## **ARTICLE I.**

Denton County hereby declares that the two (2) ballot cabinets are surplus property and that competitive bidding is not required since the purchaser is another county.

## **ARTICLE II.**

Denton County hereby finds that the transfer of the two (2) surplus ballot cabinets to Hidalgo County serves a public purpose.

## **ARTICLE III.**

Denton County hereby transfers the two (2) surplus ballot cabinets to Hidalgo County.

## **ARTICLE IV.**

Hidalgo County hereby accepts the transfer of the two (2) surplus ballot cabinets.

## **ARTICLE V.**

In consideration for the transfer of the two (2) surplus ballot cabinets to Hidalgo County by Denton County, Hidalgo County hereby agrees that Denton County shall have no financial responsibility for any relocation and transportation expenses related to the donation of the two (2) ballot cabinets to Hidalgo County.

## **ARTICLE VI.**

Hidalgo County understands and agrees that Hidalgo County, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of Denton County.

## **ARTICLE VII.**

Hidalgo County agrees to and accepts full responsibility for the acts, negligence or omissions of all Hidalgo County employees and agents, subcontractors or contract laborers and for those of all other persons doing work under a contract or agreement with Hidalgo County.

## **ARTICLE VIII.**

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither Denton County nor Hidalgo County 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.

## **ARTICLE IX.**

This Agreement represents the entire agreement between Denton County and Hidalgo County 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 Denton County and Hidalgo County or those authorized to sign on behalf of those governing bodies.

## **ARTICLE X.**

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.

## **ARTICLE XI.**

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.

## **ARTICLE XII.**

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.

## **ARTICLE XIII.**

This Agreement may be terminated in whole or in part by Denton County or Hidalgo County upon thirty (30) days written notice to the other party. Notices shall be directed as follows:

For Hidalgo County:           Honorable Ramon Garcia  
  Hidalgo County Judge  
  302 W. University Drive  
  Edinburg, Texas 78539

Copy to:                           Honorable Rene Guerra  
  Hidalgo County District Attorney  
  100 N. Closner  
  Edinburg, Texas 78539

For Denton County: Honorable Mary Horn  
Denton County Judge  
110 West Hickory Street, 2<sup>nd</sup> Floor  
Denton, Texas 76201

Copy to: Denton County District Attorney's Office – Civil Division  
1450 East McKinney Street, Suite 3100  
Denton, Texas 76209

Executed in triplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DENTON COUNTY, TEXAS**  
110 West Hickory  
Denton, Texas 76201

**HIDALGO COUNTY, TEXAS**  
302 W. University Drive  
Edinburg, Texas 78539

By: \_\_\_\_\_  
Honorable Mary Horn  
Denton County Judge

By: \_\_\_\_\_  
Honorable Ramon Garcia  
Hidalgo County Judge

Acting on behalf and by the authority of  
The Commissioners Court of  
Denton County, Texas

Acting on behalf and by the authority of  
The Commissioners Court of  
Hidalgo County, Texas

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Denton County Clerk

By: \_\_\_\_\_  
Hidalgo County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant District Attorney

By: \_\_\_\_\_  
District Attorney

**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN  
DENTON COUNTY, TEXAS, AND HIDALGO COUNTY, TEXAS**

Denton County, Texas, acting by and through the Denton County Commissioners Court, having declared two (2) ballot cabinets to be surplus property and then transferring the two (2) ballot cabinets to Hidalgo County, Texas, whereby Hidalgo County, Texas, accepted the transfer and agreed to bear the cost of all storage, transportation, and relocation related to the adoption of the two (2) ballot cabinets.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Presiding Officer of the Denton  
County Commissioners Court

Zimbra

evangelina.garcia@co.hidalgo.tx.us

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**FW: Interlocal Agreement regarding election equipment**

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**From :** Josephine L. Ramirez  
<josephine.ramirez@da.co.hidalgo.tx.us>

Mon, Mar 25, 2013 04:08 PM

 1 attachment

**Subject :** FW: Interlocal Agreement regarding election equipment

**To :** 'Martha Salazar'  
<martha.salazar@co.hidalgo.tx.us>, 'Evangelina Garcia'  
<evangelina.garcia@co.hidalgo.tx.us>

**Cc :** michael garza  
<michael.garza@da.co.hidalgo.tx.us>, 'Yvonne Ramon'  
<yvonne.ramon@co.hidalgo.tx.us>

**Reply To :** josephine ramirez  
<josephine.ramirez@da.co.hidalgo.tx.us>

Please see the note below. Denton County has approved the revisions; therefore, we can proceed with approval to commissioners court.

Josephine Ramirez Solis  
*Assistant Criminal District Attorney*  
County Affairs Section  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3823  
(956) 318-2079 FAX  
[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

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**From:** Kim Guertler [mailto:Kim.Guertler@dentoncounty.com]  
**Sent:** Monday, March 25, 2013 4:02 PM  
**To:** josephine.ramirez@da.co.hidalgo.tx.us

**Subject:** RE: Interlocal Agreement regarding election equipment

Hi Josephine,

I forwarded your revisions to my attorney, John Feldt. He was fine with the changes you have made. Please return three (3) executed originals to my attention at the address shown below.

Thank you!

Kim Guertler  
Denton County District Attorney's Office  
Civil Division  
1450 E. McKinney, Suite 3100  
Denton, Texas 76209  
(940) 349-2757

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**From:** Josephine L. Ramirez [<mailto:josephine.ramirez@da.co.hidalgo.tx.us>]  
**Sent:** Monday, March 25, 2013 3:30 PM  
**To:** Kim Guertler  
**Cc:** 'Evangalina Garcia'; 'Martha Salazar'; [michael.garza@da.co.hidalgo.tx.us](mailto:michael.garza@da.co.hidalgo.tx.us)  
**Subject:** RE: Interlocal Agreement regarding election equipment

Hi Kim,

Attached is the proposed revised version of the interlocal. I have highlighted the portions that I revised.

Thanks.

Josephine Ramirez Solis  
*Assistant Criminal District Attorney*  
County Affairs Section  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3823  
(956) 318-2079 FAX  
[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

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**From:** Kim Guertler [<mailto:Kim.Guertler@dentoncounty.com>]  
**Sent:** Friday, March 22, 2013 3:33 PM  
**To:** [josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)  
**Subject:** RE: Interlocal Agreement regarding election equipment

Hello, and thank you for your comments. I have attached the proposed ICA in word format. If you don't mind, please make your suggested changes to the ICA and I will submit it to my attorney for review.

Thank you!  
Kim

*Kim Guertler*  
Senior Paralegal  
Denton County District Attorney's Office  
Civil Division  
940-349-2757

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**From:** Josephine L. Ramirez [<mailto:josephine.ramirez@da.co.hidalgo.tx.us>]  
**Sent:** Friday, March 22, 2013 11:08 AM  
**To:** Kim Guertler  
**Cc:** 'Evangalina Garcia'; 'Martha Salazar'; [michael.garza@da.co.hidalgo.tx.us](mailto:michael.garza@da.co.hidalgo.tx.us)  
**Subject:** Interlocal Agreement regarding election equipment

Hi Kim,

I am assisting our Purchasing Department and Elections Department with the review of the proposed interlocal agreement regarding the surplus ballot boxes. My only concern with the agreement is the description of the ballot boxes as a "donation". To ensure compliance with LGC 263.152(1), I would suggest describing the surplus property as being transferred in exchange for the cost of relocation or transport (which is the consideration language you have already included).

If you have any questions or need to discuss this matter further, I can be reached at the number provided below.

Thank you,  
Josie

Josephine Ramirez Solis  
Assistant Criminal District Attorney  
County Affairs Section  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3823  
(956) 318-2079 FAX  
[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

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 **Donation - Election Equipment - Hidalgo-REVISED.docx**  
24 KB

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