

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

**THIS AGREEMENT** is hereby made, entered into and executed by and between Hidalgo County, Texas, a duly organized political subdivision of the State of Texas, hereinafter “Hidalgo County,” and Brooks County, Texas, a duly organized political subdivision of the State of Texas, hereinafter “Brooks County.” Hidalgo County and Brooks County are collectively referred to herein as “the Parties.” The purpose of this Agreement is for Hidalgo County to transfer surplus radios to Brooks County as more fully described below and 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**, Hidalgo County is in possession of thirty-four (34) various types of Motorola Radios (“radios”) more specifically described in the attached Hidalgo County Asset Transfer Forms, and which are incorporated herein by reference. (*See Exhibit “A”*); and

**WHEREAS**, the radios were initially obtained through a grant, approval to transfer the same was obtained from the Office of the Governor of the State of Texas, and is incorporated herein by reference. (*See Exhibit “B”*); and

**WHEREAS**, the radios are “surplus property” as defined by Texas Local Government Code § 263.151, in that the radios are not salvage property, no longer needed by Hidalgo County for any purpose, and possess some usefulness for the purpose for which they were intended; and

**WHEREAS**, by ratification of this Agreement, the Hidalgo County Commissioners Court hereby declares that the radios are surplus property; and

**WHEREAS**, Brooks County has a need for radios for law enforcement purposes; and

**WHEREAS**, by ratification of this Agreement, Hidalgo County will transfer the radios to Brooks County to serve a public purpose; and

**WHEREAS**, by ratification of this Agreement, Brooks County will accept the transfer of the surplus radios and in exchange Brooks County will provide Hidalgo County with adequate

consideration by relieving Hidalgo County of all relocation and transportation expenses related to the transfer of the radios to Brooks County.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the promises 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.**

Hidalgo County hereby declares that the radios listed in the Hidalgo County Asset Transfer Forms attached as **Exhibit “A”** are surplus property and that competitive bidding is not required since the purchaser is another county.

### **ARTICLE II.**

Hidalgo County hereby finds that the transfer of the surplus radios to Brooks County serves a public purpose.

### **ARTICLE III.**

Hidalgo County hereby transfers the surplus radios to Brooks County.

### **ARTICLE IV.**

Brooks County hereby accepts the transfer of the surplus radios.

### **ARTICLE V.**

In consideration for the transfer of the surplus radios to Brooks County by Hidalgo County, Brooks County hereby agrees that Hidalgo County shall have no financial responsibility for any relocation and transportation expenses related to the transfer of the surplus radios to Brooks County.

### **ARTICLE VI.**

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

### **ARTICLE VII.**

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

related to the transferred property. Brooks County acknowledges and agrees that the radios are being transferred in an “As Is” condition with any and all faults and without any warranty whatsoever.

### **ARTICLE VIII.**

**This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither Brooks 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 Brooks 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 Brooks 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, and all obligations of the parties created by the Agreement as performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, 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 Brooks 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  
100 E. Cano, Second Floor  
Edinburg, Texas 78539

Copy to:                         Ricardo Saldana  
100 E. Cano, Second Floor  
Edinburg, Texas 78539

For Brooks County:           Honorable Imelda Barrera  
Brooks County Judge  
100 E. Miller Street/ P.O. Box 515  
Falfurrias, Texas 78355

Copy to:                         79<sup>th</sup> Judicial District Attorney  
Carlos Omar Garcia  
P.O. Box 283  
Falfurrias, Texas 78355

**ARTICLE XIV.**

Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision 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 provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

## **ARTICLE XV.**

No waiver by any party hereto of any breach of any provision of the Agreement will be deemed to be a waiver of any proceeding or succeeding breach of the same or any other provision hereof.

## **ARTICLE XVI.**

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 policies of the Parties, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

## **ARTICLE XVII.**

The Parties agree that they will use reasonable, good faith efforts to execute each 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.

## **ARTICLE XVIII.**

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 to the paying party as herein provided.

## **ARTICLE XIX.**

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 by providing 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.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BROOKS COUNTY, TEXAS**

100 E. Miller St.  
Falfurrias, Texas 78355

By: \_\_\_\_\_

Honorable Imelda Barrera  
Brooks County Judge

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

ATTEST:

By: \_\_\_\_\_

Brooks County Clerk

**HIDALGO COUNTY, TEXAS**

100 E. Cano  
Edinburg, Texas 78539

By: \_\_\_\_\_

Honorable Ramon Garcia  
Hidalgo County Judge

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

ATTEST:

By: \_\_\_\_\_

Hidalgo County Clerk, Arturo Guajardo

APPROVED AS TO FORM:

Office of Hidalgo County Criminal District Attorney,  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_

Josephine Ramirez-Solis, ADA

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

Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, having declared thirty four (34) radios to be surplus property and then transferring the radios to Brooks County, Texas, whereby Brooks County, Texas, accepted the transfer and agreed to bear the cost of all storage, transportation, and relocation related to the receipt of the surplus property.

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 presiding officer of the Hidalgo County Commissioners Court.

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

By: \_\_\_\_\_

Ramon Garcia  
Hidalgo County Judge