

8|STATE OF TEXAS
COUNTY OF HIDALGO

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**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND THE
CITY OF DONNA, TEXAS**

C-20-274-06-16

THIS Agreement is made on and entered into, effective as of the 16TH day of June, 2020, by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“County”), and **CITY OF DONNA** hereinafter referred to as (“City”), collectively referred to as (“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. 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 equipment identified in the attached Exhibit “A” is no longer needed by County for any purpose;

WHEREAS, Hidalgo County Commissioners Court hereby declares that the equipment 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 Donna’s and the County’s, shared, current and future infrastructure;

WHEREAS, the surplus equipment will be utilized to maintain infrastructure, property, and roads for the benefit of the health and safety of the constituents of the City of Donna and the Citizens of Hidalgo 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. 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. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. This Agreement may be terminated in whole or in part by County or City upon thirty (30) days written notice to the other party. Notices shall be directed as follows:

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

If to City: City of Donna, Texas

Attn: Rick Morales, Mayor
307 S. 12th Street
Donna, TX 78537

With Copy to: Hidalgo County Precinct #1
Attn: David L Fuentes, Commissioner
19020 Joe Stephens Avenue

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.

12. **Commitment of 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 the 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.
13. **Nondiscrimination.** The parties agree that services and/or project proposals mutually agreed to shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable County or District policy, State or Federal law, including without limitation, race, color, national origin, religion, sex, age, veteran, status, or disability.
14. 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.

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

THE CITY OF DONNA, TEXAS

Rick Morales, Mayor

ATTEST

_____, City Secretary

THE COUNTY OF HIDALGO

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

Approved by Hidalgo County Commissioners Court on:_____

APPROVED AS TO FORM:

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

By:_____
David R. Cantu, Assistant District Attorney

EXHIBIT “A”

SURPLUS PROPERTY

Description of Item

Inventory Tag Number

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

The County of Hidalgo, Texas, acting by and through the Hidalgo County Commissioners Court, having declared the VEHICLE to be surplus property and then transferring the VEHICLE to the City of Donna, Texas, and whereby the City of Donna has accepted the transfer and agreed to bear the cost of all storage, transportation, and relocation related to the VEHICLE.

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