

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 Alamo, Texas
Attn: Diana Martinez, Mayor
420 N. Tower Rd.
Alamo, TX 78516

With Copy to: Hidalgo County Sheriff
Attn: J.E. "Eddie" Guerra
711 E. El Cibolo Rd.
Edinburg, TX 78541

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 ALAMO, TEXAS

Diana Martinez, Mayor

ATTEST

_____, City Secretary

THE COUNTY OF HIDALGO

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY SHERIFF

J.E. "Eddie" Guerra, H.C Sheriff

Approved by Hidalgo County Commissioners Court on: _____

APPROVED AS TO FORM:

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

Amanda D. Austin, 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 ALAMO, TEXAS**

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

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