

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND THE
CITY OF ALAMO POLICE DEPARTMENT

This Agreement is made on and entered into, effective as of the **22nd** day of **October, 2021**, by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“County”), and **CITY OF ALAMO POLICE DEPARTMENT** hereinafter referred to as “**APD**”, collectively referred to as the “**Parties**”, pursuant to the provisions of the Texas Interlocal Cooperation Act (the “Act”), Chapter 791, et seq., Texas Government Code. The purpose of this Agreement is to transfer surplus equipment from the County, as outlined in the attached **Exhibit “A”**, to **APD**. This Agreement shall be fully executed and enforceable on the date it is signed by both of the **Parties**.

WITNESSETH:

WHEREAS, the **APD** is a “Local Government” 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 the **APD**;

WHEREAS, **APD** agrees to pay the County the value of the surplus, and all costs and expenses in association with removing and transporting the furniture; and

WHEREAS, the surplus equipment will be sold to serve a joint public purpose of increasing the efficiency and effectiveness of both the **APD’s** and the County’s administrative functions, to which both parties are mutually interested.

NOW THEREFORE, County and **APD** 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 **APD** serves a joint public purpose.
3. County hereby transfers the surplus items identified in the attached **Exhibit “A”** to **APD**.
4. In consideration for the transfer of items identified in the attached **Exhibit “A”**, **APD** agrees to pay the County the value of the surplus as identified in the attached **Exhibit “A”**; **APD** agrees to pay all costs and expenses in association with removing and transporting the furniture; and **APD** agrees that County shall have no further responsibility for any relocation, transportation, repair, maintenance or upkeep expenses related to the equipment being transferred.
5. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor **APD** 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.
6. This Agreement represents the entire agreement between County and **APD** and this Agreement supersedes all prior negotiations, representations or agreements, either written or oral between the Parties as they pertain to the items identified in the attached **Exhibit “A”**.
7. 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 **APD** upon thirty (30) days written notice to the other party.

12. 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 **APD**: _____

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.

[Signature Page to Follow]

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

THE CITY OF ALAMO POLICE DEPARTMENT

_____, Police Chief

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.

**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN
HIDALGO COUNTY, TEXAS, AND THE CITY OF ALAMO POLICE DEPARTMENT**

The County of Hidalgo, Texas, acting by and through the Hidalgo County Commissioners Court, having declared the PERSONAL PROPERTY AND EQUIPMENT to be surplus property and then TRANSFERS the PERSONAL PROPERTY AND EQUIPMENT to the CITY OF ALAMO POLICE DEPARTMENT, and whereby the CITY OF ALAMO POLICE DEPARTMENT has accepted the transfer and agreed to cover the value of the surplus, bear all costs and expenses in association with removing, storage, transportation, and relocation related to the PERSONAL PROPERTY AND EQUIPMENT.

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