

STATE OF TEXAS

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COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
HIDALGO COUNTY CONSTABLES PRECINCT 4 AND THE LOWER RIO  
GRANDE VALLEY DEVELOPMENT COUNCIL REGIONAL POLICE ACADEMY**

THIS Agreement is made on and entered into, effective as of the XX day of April, 2023, by and between the **COUNTY OF HIDALGO COUNTY** by and through its **HIDALGO COUNTY CONSTABLES PRECINCT 4**, hereinafter referred to as (“County”), and **THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, REGIONAL POLICE ACADEMY** hereinafter referred to as (“LRGVDC--RPA”), 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 LRGVDC-RPA in accordance with the Texas Local Government Code Chapter 263. This Agreement shall be fully executed and enforceable on the date it is signed by both of the Parties.

**WITNESSETH:**

**WHEREAS**, the LRGVDC-RPA 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 items identified in the attached Exhibit “A” is no longer needed by County for any purpose;

**WHEREAS**, Hidalgo County Commissioners Court hereby declares that the item list attached as Exhibit “A” is surplus property;

**WHEREAS**, County will transfer the surplus equipment identified in the attached Exhibit “A” to LRGVDC-RPA to serve a joint public purpose of maintaining the Lower Rio Grande Valley

and County's, shared, current and future infrastructure and maintain the health and safety of its constituents;

**WHEREAS**, the surplus equipment will be utilized by LRGVDC-RPA to properly train cadets with the equipment that is utilized in Law Enforcement agencies, at upon graduating their services will benefit the health and safety of the constituents and citizens of Hidalgo County; and

**WHEREAS**, LRGVDC-RPA will accept the transfer of the surplus equipment identified in the attached Exhibit "A."

**NOW THEREFORE**, for good and sufficient consideration, PARTIES hereby agree as follows:

### **TERMS CONDITIONS AND PROCEDURES**

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 LRGVDC-RPA serves a public purpose.
3. County hereby transfers the surplus items identified in the attached Exhibit "A" to LRGVDC-RPA.
4. LRGVDC-RPA 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", LRGVDC-RPA 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 LRGVDC-RPA 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 LRGVDC-RPA 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 LRGVDC-RPA 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.

**SECTION 1. Effective Date:**

- a) The effective date of this agreement is **April XX, 2023.**

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

APPROVED BY COMMISSIONERS' COURT ON **April XX, 2023**

Agenda Item No. 89667

Executive Office: \_\_\_\_\_

**LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL -**

By: \_\_\_\_\_  
Gilbert Luna, Assistant Director/ Training Coordinator

\_\_\_\_\_  
Date

**HIDALGO COUNTY: County Judge**

By: \_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

\_\_\_\_\_  
Date

**HIDALGO COUNTY: Constable Precinct 4**

By: \_\_\_\_\_  
Horaldo Sanchez, Chief Deputy

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**  
Office of the Criminal District Attorney,  
Toribio "Terry" Palacios

**ATTEST:**

\_\_\_\_\_  
**(Insert Name), Assistant District Attorney**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

Interlocal Agreement: Hidalgo County-Constables PCT 4 & Lower Rio Grande Valley Development Council Regional-Policy Academy

# EXHIBIT “A”

## SURPLUS PROPERTY

### Description of Items:

- i. 2013 White Chevy Tahoe Vin # 1 GNLC2E08DR229088
- ii. 2013 White Chevy Tahoe Vin # 1 GNLC2E00DR230168