

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
HIDALGO COUNTY CONSTABLES PRECINCT 1 AND THE CITY OF HIDALGO
POLICE DEPARTMENT LAW ENFORCEMENT ACADEMY**

THIS Agreement is made on and entered into, effective as of the **28 day of May, 2024**, by and between the **COUNTY OF HIDALGO** by and through its **HIDALGO COUNTY CONSTABLES PRECINCT 1**, hereinafter referred to as (“County”), and **THE CITY OF HIDALGO POLICE DEPARTMENT LAW ENFORCEMENT ACADEMY** hereinafter referred to as (“HPD--LEA”), collectively referred to as (“Parties”), pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code and Texas Local Government Code Chapter 263.

WITNESSETH:

WHEREAS, the HPD-LEA 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, County may dispose of surplus property by donating it to a civic or charitable organization located in the county, pursuant to Tex. Loc. Gov't Code § 263.152(4)(B), if it serves a public purpose;

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

WHEREAS, County will transfer the surplus equipment identified in the attached Exhibit “A” to HPD-LEA to serve a joint public purpose of maintaining the City 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 HPD-LEA to properly train cadets with the equipment that is utilized in Law Enforcement agencies, and upon graduating their services will benefit the health and safety of the constituents and citizens of Hidalgo County; and

NOW THEREFORE, for good and sufficient consideration, PARTIES hereby 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 HPD-LEA serves a public purpose.
3. County hereby transfers the surplus items identified in the attached Exhibit “A” to HPD-LEA.
4. HPD-LEA hereby accepts the transfer of the surplus items identified in the attached Exhibit “A.”
5. HPD-LEA accepts the transferred Equipment in “as-is” condition and acknowledges that County makes no warranty in any manner as to the working condition for any purpose.
6. In consideration for the transfer of the equipment identified in the attached Exhibit “A”, HPD-LEA agrees that County shall have no further financial responsibility for any relocation, transportation, repair, maintenance or upkeep expenses related to the equipment being transferred.
7. HPD-LEA will be responsible for obtaining any title transfer and/or insurance on the equipment being transferred.
8. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor HPD-LEA 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.
9. This Agreement represents the entire agreement between County and HPD-LEA 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 HPD-LEA or those authorized to sign on behalf of those governing bodies.
10. 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.
11. 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.
12. 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.

(Signature Page to Follow)

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 COMMISSIONER’S COURT ON MAY 28, 2024.

AGENDA ITEM No. _____ EXECUTIVE OFFICE: _____

CITY OF HIDALGO POLICE DEPARTMENT

By: _____ Date: _____

Sergio Coronado, Mayor of Hidalgo

By: _____ Date: _____

Romeo Rodriguez, Hidalgo Chief of Police

HIDALGO COUNTY: County Judge

By: _____ Date: _____

Hon. Richard F. Cortez, County Judge

HIDALGO COUNTY: Constable Precinct 1

By: _____ Date: _____

Hon. Celestino Avila, Constable

APPROVED AS TO FORM:

ATTEST:

**Office of the Criminal District Attorney,
Toribio “Terry” Palacios**

Michelle Lopez, Assistant District Attorney

Arturo Guajardo Jr., County Clerk

EXHIBIT "A"
SURPLUS PROPERTY

Description of Items:

Year	Color	Make	Model	VIN
2015	White	FORD	Explorer	