

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
HIDALGO COUNTY CONSTABLES PRECINCT 4 AND THE CITY OF EDCOUCH**

THIS Agreement is made on and entered into, effective as of the **18<sup>th</sup> day of February, 2025**, by and between the **COUNTY OF HIDALGO** by and through its **HIDALGO COUNTY CONSTABLES PRECINCT 4**, hereinafter referred to as (“County”), and **THE CITY OF EDCOUCH** hereinafter referred to as (“CITY OF EDCOUCH”), 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 CITY OF EDCOUCH 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 CITY OF EDCOUCH 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 CITY OF EDCOUCH 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 CITY OF EDCOUCH serves a public purpose.
3. County hereby transfers the surplus items identified in the attached Exhibit “A” to CITY OF EDCOUCH
4. CITY OF EDCOUCH hereby accepts the transfer of the surplus items identified in the attached Exhibit “A.”
5. CITY OF EDCOUCH 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”, CITY OF EDCOUCH 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. CITY OF EDCOUCH 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 CITY OF EDCOUCH 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 CITY OF EDCOUCH 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 OF EDCOUCH 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 FEBRUARY 18, 2025.**

**AGENDA ITEM No. 98275 EXECUTIVE OFFICE: \_\_\_\_\_**

**CITY OF EDCOUCH**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Virginio Gonzalez, City Mayor

**HIDALGO COUNTY: County Judge**

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

**HIDALGO COUNTY: Constable Precinct 4**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Atanacio Gaitan, Hidalgo County Constable Pct. 4

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:

i.	2016 Ford Explorer u400	Vin No.	[REDACTED]
ii.	2015 Ford Explorer u409	Vin No.	[REDACTED]
iii.	2015 Ford Taurus	Vin No.	[REDACTED]
iv.	2015 Ford Taurus	Vin No.	[REDACTED]