STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND THE HIDALGO COUNTY APPRAISAL DISTRICT

THIS Agreement is made on and entered into on this the 4th day of November, 2026, by and between the **COUNTY OF HIDALGO**, hereinafter referred to as ("County"), and the **HIDALGO COUNTY APPRAISAL DISTRICT** hereinafter referred to as ("District"), collectively referred to as ("Parties"), pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), Chapter 791, et seq., Texas Government Code, Texas Property Tax Code and Texas Local Government Code Chapter 263.

WITNESSETH:

WHEREAS, District is an appraisal district as defined by the Texas Property Tax Code Section 6.01 and a political subdivision as defined by the Act;

WHEREAS, 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 the parties to contract with each other relative to issues involving the performance of administrative functions and services under the terms of the Act;

WHEREAS, District may dispose of surplus property which will no longer be needed by District for any purpose once District relocates to its new facilities by donating it to County pursuant to District's standard policies, if it serves a public purpose and/or County will provide District with adequate consideration, such as relieving District of transportation or disposal expenses related to the surplus property;

WHEREAS, the surplus property is District's tangible office furnishings and furniture located at its current office facility at such time as District vacates such facility (~~the Surplus~~ Property); provided further, the Surplus Property does not include any of District's computers, servers or data storage equipment, telephone system, audio/visual equipment or office supplies;

WHEREAS, County and District desire to collaborate on the transfer of the Surplus Property identified in the attached Exhibit "A" to County to serve a joint public purpose;

WHEREAS, County will provide the District with adequate consideration in relieving the District of transportation or disposal expenses related to the Surplus Property;

NOW THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which are acknowledged by District, Parties hereby agree as follows:

I. The District agrees that:

1. District warrants that it is the lawful owner in every respect of the Surplus Property; it has good title to the Surplus Property; it has full authority to transfer the Surplus Property; and that the Surplus Property will be transferred and conveyed free and clear of all liens, claims, or other encumbrances.
2. District shall declare that the Surplus Property identified in the attached Exhibit "A" is surplus property in accordance with its standard operating procedures.
3. District shall make a finding that the transfer of the Surplus Property as identified in the attached Exhibit "A" to County serves a public purpose and provides District with adequate consideration.
4. District shall transfer all right, title and interest in and to the Surplus Property identified in the attached Exhibit "A" to County upon District vacating its existing office facilities as more specifically provided in the Real Estate Contract between County and District of even date herewith ("the Real Estate Contract").

II. The County agrees that:

1. In consideration for the transfer of District's right, title and interest in and to the Surplus Property identified in the attached Exhibit "A", County agrees that District shall have no further financial responsibility for any relocation, transportation, repair, maintenance or upkeep expenses related to the Surplus Property being transferred.
2. County accepts the transfer of District's rights, title and interest in and to the Surplus Property identified in the attached Exhibit "A."
3. County accepts the transferred Surplus Property in "as-is" condition and acknowledges that District makes no warranty in any manner as to the working condition for any purpose.
4. County will be responsible for any title transfer, insurance, registration services and/or fees related to the Surplus Property as necessary.

III. General Provisions

1. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor District 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.
2. This Agreement represents the entire agreement between County and District and this Agreement supersedes all prior negotiations, representations or agreements, either written or oral between the Parties regarding the subject matter of this Agreement. This Agreement

may be amended only by written instrument signed by the governing bodies of both County and District or those authorized to sign on behalf of those governing bodies.

3. Except as my be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to the District: Hidalgo County Appraisal District
Attn: Rolando Garza
4405 Professional Drive
Edinburg, TX 78539
E-Mail: rgarza@hidalgoad.org

If to County: Hidalgo County
Attention: Richard F. Cortez, County Judge
100 East Cano St. 2nd Floor
Edinburg, TX 78539

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.

4. 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.
5. 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.
6. Neither County nor District, via this Agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that County and District have entered into this Agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.
7. The Parties agree that they will use reasonable, good faith efforts to execute each 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.

8. This Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or District and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
9. The undersigned officer or agent is the properly authorized official who has the necessary authority to execute this Agreement; provided however, each Party agrees to take appropriate steps to fully approve and authorize the conveyance of the Surplus Property prior to the closing of the sale and purchase of the real property as set forth in the Real Estate Contract; provided further, that if the closing under the Real Estate Contract does not occur that both Parties will be relieved of any further obligations under this Agreement.
10. 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 this 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.

(Signature Page to Follow)

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

APPROVED BY COMMISSIONER'S COURT ON THE ____DAY OF _____, 20____.

HIDALGO COUNTY APPRAISAL DISTRICT

Rolando Garza, Chief Appraiser

HIDALGO COUNTY, TEXAS

Richard F. Cortez, County Judge

ATTEST:
By:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios.

By:

Michelle Lopez, Assistant District Attorney

EXHIBIT "A"

SURPLUS PROPERTY

Description of Items:

EXHIBIT A

INVENTORY RECORD OF SURPLUS HCAD FURNITURE

SUPPLY ROOM:

- 2- Cabinets vertical
- 4- Shelves (Heavy Duty)
- Shelves in attic
- 2- Shelves (HD)
- 1-Podium

GIS:

- 1- Desk credenza
- 4- Drawer Cabinet (wood)
- 2- Guest Chairs
- 1- Chair
- 2- (2 Door) Cabinet
- 3- Cubicles
- 2- Chairs
- 1-Desk
- 1- Chair
- 1- Utility table
- 1- Small filing cabinet
- 1- (2 door) cabinet
- 1- Small filing cabinet (3)
- 1- Chair

PANEL A:

- 4- Desk chairs
- 4- Stackable chairs
- 1- (3 lounge seat) chairs
- 1- Executive table
- 1- Workstation Desk
- 1- Coffee cabinet
- 1- Bulletin board

PANEL B:

- 1- Executive table
- 4- Desk chairs
- 4- Stackable chairs
- 1- Workstation Desk
- 1- Coffee cart
- 1- Bulletin board

LOBBY:

- 56- Stackable chairs
- 1- Podium (Constable)
- 1- Folding table

- 2- Desk chairs

BOARD ROOM:

- 20- Stackable chairs
- 1- Long utility table
- 1- Coffee table
- 13- Executive chairs

RECEPTIONIST:

- 2- Desk chairs

Administration:

- 1- U shaped desk
- 1- Shelf
- 1- Desk Chair
- 1- (3 seat) lounge chair
- 1- Round table
- 5- Guest chairs
- 1- Cabinet (executive)
- 1- Credenza w/ Hutch
- 1- L shaped desk
- 1- Buffet table
- 1- U shaped desk
- 1- Book shelf
- 1- Office chair
- 2- Guest chairs
- 1- L shaped desk
- 1- Office chair
- 2- Guest chairs

ARB COORDINATOR AREA:

- 1- Desk
- 2- Tables (utility)
- 1- Small utility
- 1- Shelf
- 1- Small filing cabinet
- 3- Chairs (desk)

ASST. CHIEF APPR AREA:

- 1- L shaped desk
- 1- Workstation Desk
- 2- Shelves
- 2- Guest chairs
- 2- Desk chairs
- 2- Utility tables

- 2- Drawer cabinet
- 1- L shaped desk
- 1- Desk chair

ASST. CHIEF APPR AREA (Cont):

- 1- Guest chair
- 1- L shaped desk
- 1- Shelve
- 2- Desk chairs
- 5- Guest chairs
- 1- 2 Drawer cabinet (wood)
- 1- U shaped desk
- 2- Shelves
- 5- Guest chairs

REAL ESTATE:

- 2- Utility table
- 1- Hexagon table
- 5- Workstations
- 4- Utility tables
- 1- Small table
- 5- Desk chairs
- 8- Stackable chairs
- 1-(1 Drawer) Filing cabinet
- 4- Filing cabinet (under workstation)
- 1- Shelf
- 7- Filing cabinets
- 21- Cubicles
- 21- Desk chairs
- 20- Rolling carts
- 36- Stackable chairs
- 3- Filing cabinets

PRINT ROOM:

2- Shelves (metal/wood)

DATA PROCESSING:

- 3- L shaped desks
- 3- Office chairs
- 1- Chair

BREAKROOM:

- 7- Round tables
- 35- Stack chairs
- 1- Rectangle table

MARKET DEPT:

- 7- Cubicles
- 14- Rolling cabinets
- 10- Stackable chairs
- 10- Office chairs
- 2- Folding tables
- 1- Rectangle table
- 1- L shaped desk
- 1- Chair
- 1- Rolling shelf
- 2- Table
- 2 Filing cabinets
- 1- L shaped desk
- 1- Book shelf
- 1- Office chair
- 2- Chairs
- 1- Small table
- 1- L shaped desk
- 1-Book shelf
- 1- Wooden drawers
- 1- Office chair
- 3- Chairs

PERSONAL DEPT:

- 11- Cubicles
- 11- Rolling drawers
- 11- Stackable chairs
- 11- Office chairs
- 1- Folding table
- 2- Tables
- 1- Built-in desk
- 1- Rolling cart
- 1- Chair
- 1- Desk
- 1- Credenza
- 1-Book shelf
- 1- Office chair
- 4- Chairs
- 1- L shaped desk
- 1- Chair
- 1- Long table
- 3- Chairs
- 1- Small table

- 1- Book shelf
- 1- Filing cabinet
- 1- Rolling cart

PERSONAL DEPT (Cont):

- 1- L shaped desk
- 1- Book shelf
- 2- Chairs
- 1- Small table
- 1- Office chair
- 4- Desks
- 6- Chairs
- 2- Folding tables
- 7- Filing cabinets
- 1- Wood cabinet
- 2- Rolling drawer

PROPERTY RECORDS:

- 3- Desks
- 3- Tables
- 5- Office chairs
- 1- Book shelf
- 1- Small table
- 1- Wood drawer
- 1- Metal cubby shelf
- 1- L shaped desk
- 1- Office chair
- 1- Stackable chair
- 1- Chair
- 1- Table
- 1- Book shelf
- 1- Filing cabinet
- 1- Short filing cabinet
- 1- L shaped table
- 2- Tables
- 1- Office chair
- 1- L shaped desk

PROPERTY RECORDS (Cont):

- 1- table
- 1- Office chair
- 1- Stackable chair
- 1- Chair
- 1- Table
- 1- Small table
- 1- Book shelf
- 1- L shaped desk
- 2- Tables
- 1- Office chair
- 1- Chair
- 1- Stackable chair
- 1- L shaped desk
- 1- Table
- 1- Book shelf
- 1- Office chair
- 3- Chairs
- 4-Built-in desks
- 4- Office chairs
- 8- Stackable chairs
- 6- Cubicles
- 6- Rolling drawers
- 6- Chairs
- 5- Stackable chairs
- 1- Chair
- 2- Built-in desks
- 2- Office chairs
- 4- Stackable chairs
- 1-Rolling cart