

STATE OF TEXAS §  
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE COUNTY OF HIDALGO, TEXAS, AND THE  
CITY OF ALTON, TEXAS**

C-20-445-08-11

THIS Agreement is made on and entered into, effective as of the 11<sup>TH</sup> day of August, 2020, by and between COUNTY OF HIDALGO, TEXAS, hereinafter referred to as ("County"), and CITY OF ALTON hereinafter referred to as ("City"), 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 City. This Agreement shall be fully executed and enforceable on the date it is signed by both of the Parties.

**WITNESSETH:**

**WHEREAS**, the City 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 City to serve a joint public purpose of maintaining the City of Alton's and the County's, shared, current and future infrastructure and maintain the health and safety of its constituents;

**WHEREAS**, the surplus equipment will be utilized to maintain infrastructure, and to perform law enforcement services for the benefit of the health and safety of the constituents of the City of Alton and the Citizens of Hidalgo County; and

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

**NOW THEREFORE**, County and City 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 City serves a public purpose.
3. County hereby transfers the surplus items identified in the attached Exhibit "A" to City.
4. City 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", City 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 City 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 City 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 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 City upon thirty (30) days written notice to the other party. Notices shall be directed as follows:

If to County:                   County of Hidalgo  
  Attention: County Judge  
  100 E. Cano, 2<sup>nd</sup> Floor  
  Edinburg, TX 78539

If to City:                        City of Alton, Texas

Attn: Salvador Vela, Mayor  
509 South Alton Blvd.  
Alton, TX 785763

With Copy to: Hidalgo County Sheriff  
Attn: J.E. "Eddie" Guerra  
711 E. El Cibolo Rd.  
Edinburg, TX 78541

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.

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

THE CITY OF ALTON, TEXAS

Salvador Vela  
Salvador Vela, Mayor



ATTEST

Baudelia Rojas  
Baudelia Rojas, City Secretary

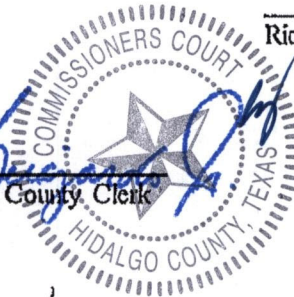
THE COUNTY OF HIDALGO

Richard F. Cortez

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 8-11-20 MM

HIDALGO COUNTY SHERIFF

By: J.E. "Eddie" Guerra  
J.E. "Eddie" Guerra, H.C Sheriff

Approved by Hidalgo County Commissioners Court on: 8-11-20

APPROVED AS TO FORM:

Office of Hidalgo County Criminal District Attorney,  
Ricardo Rodriguez, Jr.

By: David R. Cantu  
David R. Cantu, Assistant District Attorney

# EXHIBIT "A"

## SURPLUS PROPERTY

Description of Item

Inventory Tag Number

FILED  
AT 11:05 O'CLOCK A. M.  
AUG 27 2020  
ARTURO GUAJARDO, JR. COUNTY CLERK  
HIDALGO COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY

**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN  
HIDALGO COUNTY, TEXAS, AND THE CITY OF ALTON, TEXAS**

The County of Hidalgo, Texas, acting by and through the Hidalgo County Commissioners Court, having declared the VEHICLES to be surplus property and then transferring the VEHICLES to the City of Alton, Texas, and whereby the City of Alton has accepted the transfer and agreed to bear the cost of all storage, transportation, and relocation related to the VEHICLES.

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: 8/28/20

By: Arturo F. Lugo

County Judge of Hidalgo

County Commissioners Court

APPROVED BY  
COMMISSIONERS' COURT  
ON: 8/11/20 JG

By: Arturo Guajardo Jr.  
Hidalgo County Clerk  
Arturo Guajardo Jr.  




**EXHIBIT "A"**  
**PURCHASING DEPARTMENT**  
**ASSET DISPOSITION FORM**

*Purpose of Form: This form is to be used for asset disposition only. (E.g., trade-in, destroyed, lost, stolen, obsolete, damaged beyond repair, etc.) Items listed on this form require County Commissioners approval.*

Please return this form to Purchasing Dept. within 10 working days of commissioners court approval date.

DATE OF REQUEST: 07/31/2020  
 DEPT. NAME: Sheriff's Office  
 LOCATION NO.: 280

Disposition Type:

- Trade-in    Landfill    Destruction  
 Auction    Other \_\_\_\_\_    Donation \_\_\_\_\_

Item No.	Asset No.	Asset Description	Serial / VIN No.	Original Cost	Disposal Date	Fund
1	47720	2008 Ford F-150 Pickup	1FTRX12W08FB16673	\$ 19,874.00		1302
2	47726	2008 Ford F-150 Pickup	1FTRX12W18FB16679	\$ 19,874.00		1302
3	47749	2008 Ford F-150 Pickup	1FTRX12W58FB16703	\$ 20,239.19		1302
4	46937	2008 Ford Expedition	1FMFU15528LA05392	\$ 30,880.00		1100

*[Signature]*

Explanation: As per Interlocal Agreement between the Hidalgo County Sheriff's Office and Alton Police Department.

Elected Official/Department Head Signature: \_\_\_\_\_

Date: 7/31/2020

HIDALGO COUNTY, TEXAS  
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION  
DEPRECIATION FORM

Prepared By: A. Hernandez  
Requested By: Sheriff's Office  
Date: 7/31/2009

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Last Year Depr	Life Expectancy	Years of Usage	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value (Other Dep't)	Book Value (w/ Residual)
47720	2008 FORD F-150 PICKUP	\$ 19,874.00	05/06/08	2008	2019	7	11	\$ 1,987.40	\$ 17,886.60	\$ 2,555.23	\$ 17,886.60	\$ -	\$ 1,987.40
47726	2008 FORD F-150 PICKUP	\$ 19,874.00	05/06/08	2008	2019	7	11	\$ 1,987.40	\$ 17,886.60	\$ 2,555.23	\$ 17,886.60	\$ -	\$ 1,987.40
47749	2008 FORD F-150 PICKUP	\$ 20,239.19	05/19/08	2008	2019	7	11	\$ 2,023.92	\$ 18,215.27	\$ 2,602.18	\$ 18,215.27	\$ -	\$ 2,023.92
46937	2008 FORD EXPEDITION	\$ 30,880.00	09/18/07	2007	2019	7	12	\$ 3,088.00	\$ 27,792.00	\$ 3,970.29	\$ 27,792.00	\$ -	\$ 3,088.00

\$ 90,867.19

\$ 9,086.72 \$ 81,780.47

\$ 81,780.47 \$ - \$ 9,086.72