



**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



**HIDALGO COUNTY SHERIFF**

*J.E. "Eddie" Guerra*  
J.E. "Eddie" Guerra, H.C Sheriff

APPROVED BY  
COMMISSIONERS COURT  
ON: *3/23/21*

Approved by Hidalgo County Commissioners Court

APPROVED AS TO FORM:

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

*Amanda D. Austin*  
Amanda D. Austin, Assistant District Attorney

C-21-343-03-23-ILA SO/City of Alton

# EXHIBIT “A”

## SURPLUS PROPERTY

Description of Item

Inventory Tag Number

**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.

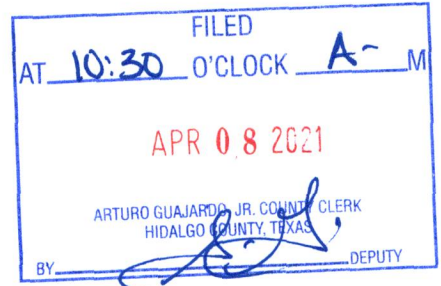
By vote on the date below, the Hidalgo County Commissioners Court has approved the Interlocal Cooperation Agreement, described above and authorized execution of this document by the County Judge of the County of Hidalgo, Texas.

Date: 3/23/21

By: Richard F. Luna

County Judge of Hidalgo

County Commissioners Court



APPROVED BY  
COMMISSIONERS COURT  
ON: 3/23/21



PURCHASING DEPARTMENT  
**ASSET DISPOSITION FORM**

*Purpose of Form: This form is to be used for asset disposition only. (i.e., trade in, destroyed, lost, stolen, obsolete, or the damaged beyond repair.) Items listed on this form must be approved by County Commissioners first.*

*Please return this form along with a copy of the approved minutes to the Purchasing Dept. within 10 days of commissioners' court approval date.*

DATE OF REQUEST: Sheriff's Office  
 DEPT. NAME: Sheriff's Office  
 LOCATION NO.: 280

**Disposition Type:**

- Trade-in    Landfill    Destruction  
 Auction    Other   Donation (Alton Pd)

Item No	Asset No	Asset Description	Serial / VIN No	PO No	Acq Date	Original Cost	AI No	CC Date	Fund
1	47723	2008 FORD F-150 PICK UP u332	1FTRX12W68FB16676	594954	05/06/08	19,874.00	79906	03/23/2021	1302
2	47745	2008 FORD F-150 PICK UP u339	1FTRX12W78FB16699	594954	05/06/08	19,874.00	79906	03/23/2021	1302
3	47736	2008 FORD F-150 PICK UP u352	1FTRX12W48FB16689	594954	05/06/08	19,874.00	79906	03/23/2021	1302

*[Handwritten Signature]*  
 Elected Official/Dept. Head Signature

Date