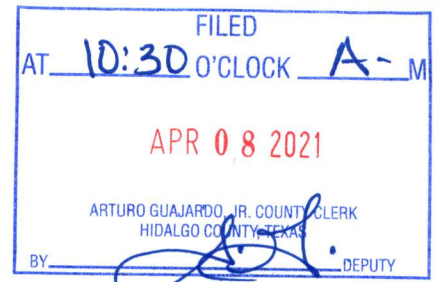


STATE OF TEXAS                   §  
   §  
COUNTY OF HIDALGO           §



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

**C-21-344-03-23**

THIS Agreement is made on and entered into, effective as of the 23<sup>rd</sup> day of **March, 2021**, by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“County”), and **CITY OF EDCOUCH** 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 in accordance with the Texas Local Government Code Chapter 263. 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 Edcouch’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 Edcouch 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

C-21-344-03-23-ILA- SO/City of Edcouch

If to City: City of Edcouch, Texas  
Attn: Virginio Gonzalez, Mayor  
211 Southern Ave.  
Edcouch, TX 78538

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.

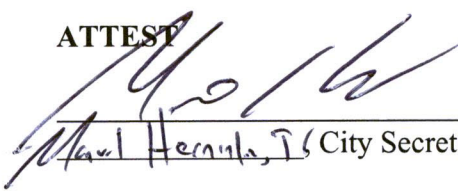
12. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under the Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the 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 EDCOUCH, TEXAS**

  
\_\_\_\_\_  
Virginio Gonzalez, Mayor

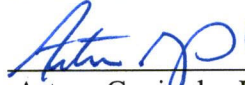
ATTEST

  
\_\_\_\_\_  
Manuel Hernandez, Jr. City Secretary

**THE COUNTY OF HIDALGO**

  
\_\_\_\_\_  
Richard F. Cortez, County Judge

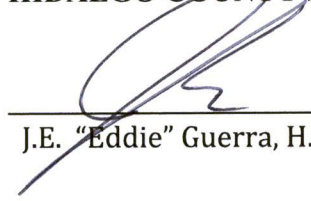
ATTEST

  
\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk



APPROVED BY  
COMMISSIONERS COURT  
ON: 3/23/21

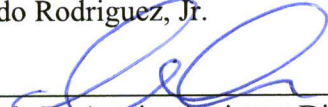
**HIDALGO COUNTY SHERIFF**

  
\_\_\_\_\_  
J.E. "Eddie" Guerra, H.C Sheriff

Approved by Hidalgo County Commissioners Court on: 3/23/21

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Amanda D. Austin, Assistant District Attorney

# EXHIBIT “A”

## SURPLUS PROPERTY

Description of Item

Inventory Tag Number

**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN  
HIDALGO COUNTY, TEXAS, AND THE CITY OF EDCOUCH, 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 Edcouch, Texas, and whereby the City of Edcouch has accepted the transfer and agreed to bear the cost of all storage, transportation, and relocation related to the VEHICLES.

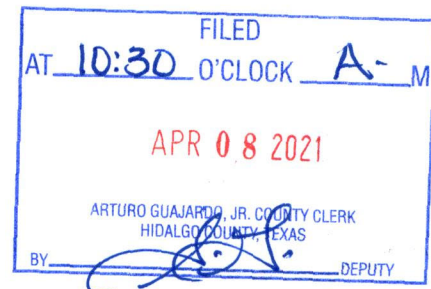
By vote on the date below, the Hidalgo County Commissioners Court has approved the Interlocal Cooperation Agreement, described above and authorized execution of this document by the County Judge of the County of Hidalgo, Texas.

Date: 3/23/21

By: Rebecka Flinn

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: 280  
 LOCATION NO.:

**Disposition Type:**

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

| Item No | Asset No | Asset Description              | Serial / VIN No   | PO No  | Acq Date | Original Cost | AI No | CC Date    | Fund |
|---------|----------|--------------------------------|-------------------|--------|----------|---------------|-------|------------|------|
| 1       | 47788    | 2008 FORD EXPEDITION u400      | 1FMFU15588LA58825 | 594954 | 07/22/08 | 31,782.00     | 79906 | 03/23/2021 | 1302 |
| 2       | 47712    | 2008 FORD EXPEDITION u444      | 1FMFU15588LA58811 | 594954 | 09/16/08 | 28,045.00     | 79906 | 03/23/2021 | 1302 |
| 3       | 51027    | 2010 FORD EXPEDITION u485      | 1FMJU1F5JAE860406 | 637260 | 07/20/10 | 33,079.00     | 79906 | 03/23/2021 | 1284 |
| 4       | 51029    | 2010 FORD EXPEDITION u487      | 1FMJU1F5JAE860408 | 637260 | 07/13/10 | 33,079.00     | 79906 | 03/23/2021 | 1284 |
| 5       | 60883    | 2014 FORD EXPEDITION u617      | 1FMJU1F50EEF63296 | 706513 | 02/04/15 | 41,185.10     | 79906 | 03/23/2021 | 1100 |
| 6       | 46293    | 2007 FORD F-150 SUPER-CAB u242 | 1FTRX12W87F808934 | 579647 | 06/12/07 | 16,658.00     | 79906 | 03/23/2021 | 1100 |
| 7       | 47732    | 2008 FORD F-150 PICK UP u335   | 1FTRX12W78FB16685 | 594954 | 05/06/08 | 19,874.00     | 79906 | 03/23/2021 | 1302 |

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

Date