



STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
HIDALGO COUNTY CONSTABLES PRECINCT 3 AND THE CITY OF ALTON FIRE  
DEPARTMENT**

THIS Agreement is made on and entered into, effective as of the **17<sup>th</sup> day of February 2026**, by and between the **COUNTY OF HIDALGO** by and through its **HIDALGO COUNTY CONSTABLES PRECINCT 3**, hereinafter referred to as (“County”), and **THE CITY OF ALTON FIRE DEPARTMENT** 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 and Texas Local Government Code Chapter 263.

**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**, 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 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 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 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. CITY 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 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 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 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 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.
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 and EFFECTIVE as of the day and year first written above, but ministerially signed on the dates indicated below.

APPROVED BY COMMISSIONER'S COURT ON FEB. 17, 2026.

AGENDA ITEM No. 102228

EXECUTIVE OFFICE: *MS*

**THE CITY OF ALTON FIRE DEPARTMENT**

By: *[Signature]*

Date: 4-14-2026

Gustavo Ramirez, Fire Chief

**HIDALGO COUNTY: County Judge**

By: *Richard F Cortez*

Date: 20/04/2026

Hon. Richard F. Cortez, County Judge

**HIDALGO COUNTY: Constable Precinct 3**

By: *Lazaro Gallardo Jr.*  
Lazaro Gallardo Jr. (Apr 16, 2026 14:05:13 CDT)

Date: 16/04/2026

Lazaro Gallardo Jr., Constable Pct. 3

APPROVED AS TO FORM:

Office of the Criminal District Attorney,  
Toribio "Terry" Palacios

*Michelle Lopez*  
Michelle Lopez (Mar 4, 2026 09:09:31 CST)  
Michelle Lopez, Assistant District Attorney

ATTEST:



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

# EXHIBIT "A"

## SURPLUS PROPERTY

**Description of Items:**

- |     |                      |                           |
|-----|----------------------|---------------------------|
| i.  | 2020 Ford F-150 4x4  | Vin No. 1FTEW1P43LKD52338 |
| ii. | 2015 Chevrolet Tahoe | Vin No. 1GNLC2EC9FR526D13 |

## 1. AI-102380 Constable Pct. 3 (1100):

Requesting approval of a Public Purpose Declaration pursuant to Article 3, Section 52(a) of the Texas Constitution to purchase promotional items include: Flashlights, note pads with pens, pencils, pens, lanyards, stress balls, beverage insulators, flying discs, challenge coins, plastic cups, die-cut bags, insulated cups, microfiber cloth, keychains, coloring books and/or activity books, cinch backpacks, stickers, and feather flag(s). These items will be used to inform our constituents on aspects dealing with public safety and education.

**APPROVED**

## 2. AI-102228 Constables Pct. #3

A. Pursuant to Texas Local Government Code 263.152 (4)(B) discussion and approval to declare as "surplus" Vehicles as listed on Exhibit "A" contained herein including authority to remove said property from the HC Constables Precinct No. 3 inventory list;

B. In accordance with Texas Government Code 791.001-791.003 (2)(3) requesting approval of an Interlocal Cooperation Agreement (ICA) between HC Constables Precinct No. 3 and The City of Alton Fire Department for the mutual benefit and assistance in connection with surplus vehicles.

## 3. AI-102227 Constables Pct. #3

A. Pursuant to Texas Local Government Code 263.152 (4)(B) discussion and approval to declare as "surplus" Vehicles as listed on Exhibit "A" contained herein including authority to remove said property from the HC Constables Precinct No. 3 inventory list;

B. In accordance with Texas Government Code 791.001-791.003 (2)(3) requesting approval of an Interlocal Cooperation Agreement (ICA) between HC Constables Precinct No. 3 and The City of Sullivan City for the mutual benefit and assistance in connection with surplus vehicles.

## 4. AI-102368 Constable Pct. #4:

Requesting declaration of public purchase, pursuant to the Texas Constitution Art. 3 Sec. 52 for the purchase of promotional items to include but not limited to: Lanyards, Pop sockets, Ball Stress Relievers, Roadster mugs, Pencils, Pens, Drawstring Backpacks, Grocery Tote Bags, Auto Sun Shades, Insulated Lunch bags, Stadium cups, Flyers, Slim Fit water bottles, Koozies, Mouse Pads, Campfire mugs, Stainless steel coffee cups, Acadia cups, Challenge Coins, Table Cloth, Backdrop, etc.

## J. District Attorney:

1. AI-102357 Requesting approval of the solicitation packet for "HVAC Improvements at Hidalgo County District Attorney's Annex 3", with authority to advertise and re-advertise if necessary.

## K. Facilities Management:

1. AI-102474 Requesting acceptance and approval of the Certificate of Construction Completion from SKO Elite Repair, LLC, for "Mission Head Start Roof Repairs", with authority for the Hidalgo County Facility Management Director or County Judge to sign all required documentation.
2. AI-102475 Requesting acceptance and approval of the Certificate of Construction Completion from SKO Elite Repair, LLC, for "Annex 4 Secured Entrance and Lounge Improvements", with authority for the Hidalgo County Facility Management Director or County Judge to sign all required documentation.
3. AI-102387 A. Requesting approval of Payment Application No. 8 in the amount of \$165,887.86 through PO#26200165 (2.1) for Noble Texas Builders, LLC, regarding the County Courthouse Phase II Project, with authority for the County Judge or Facilities Management Director to sign all required documentation.
- B. Requesting approval of Payment Application No. 3 in the amount of \$548,079.70 through PO#26200165 (2.3) for Noble Texas Builders, LLC, regarding the County Courthouse Phase II

AI-102228

Purchasing Department  
Constables

**CC CONSENT AGENDA SPECIAL MTG**

**Meeting Date:** 02/03/2026

**Submitted For:** Ignacio Amezcua, PURCHASING DEPT. **Submitted By:** Joseph Ellert

**Department:** PURCHASING DEPT.

**Information**

**CAPTION**

Constables Pct. #3

A. Pursuant to Texas Local Government Code 263.152 (4)(B) discussion and approval to declare as "surplus" Vehicles as listed on Exhibit "A" contained herein including authority to remove said property from the HC Constables Precinct No. 3 inventory list;

B. In accordance with Texas Government Code 791.001-791.003 (2)(3) requesting approval of an Interlocal Cooperation Agreement (ICA) between HC Constables Precinct No. 3 and The City of Alton Fire Department for the mutual benefit and assistance in connection with surplus vehicles.

**BACKGROUND**

Project No. 26-0042

**Fiscal Impact**

**CALENDAR YEAR:** 2026

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No fiscal impact.

**Attachments**

Legal

Asset Depreciation

Asset Disposition

Donation Request

ICA with Exhibit A

**Form Review**

**Inbox**

**Reviewed By**

**Date**

Joseph Ellert

01/22/2026 03:47 PM

Form Started By: Joseph Ellert

Started On: 01/22/2026 03:47 PM



Joseph Ellert <joseph.ellert@co.hidalgo.tx.us>

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## Legal Review

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**Michelle Lopez** <michelle.lopez@da.co.hidalgo.tx.us>

Thu, Jan 15, 2026 at 4:47 PM

To: Joseph Ellert <joseph.ellert@co.hidalgo.tx.us>

Cc: Robert Vina <robert.vina@da.co.hidalgo.tx.us>, victor.garza@da.co.hidalgo.tx.us, Olga Garza <olga.garza@co.hidalgo.tx.us>

Good Afternoon Mr. Ellert,

This office has reviewed 26-0042 - ILA with the City of Alton Fire Department and approves as to form.

Thank you,

[Quoted text hidden]

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Michelle Lopez  
Assistant District Attorney  
County Affairs Division  
(956) 292-7609 Ext. 8189  
Michelle.Lopez@da.co.hidalgo.tx.us












# C-26-0042-02-03

Final Audit Report

2026-04-20


Created:	2026-04-16
By:	Joseph Ellert (joseph.ellert@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5pY6Y8zZ1koIUQc0vixBk0vbh9li1CHc

## "C-26-0042-02-03" History

-  Document created by Joseph Ellert (joseph.ellert@co.hidalgo.tx.us)  
2026-04-16 - 3:33:36 PM GMT
-  Document emailed to Lazaro Gallardo Jr. (larry.gallardo@co.hidalgo.tx.us) for signature  
2026-04-16 - 3:33:43 PM GMT
-  Email viewed by Lazaro Gallardo Jr. (larry.gallardo@co.hidalgo.tx.us)  
2026-04-16 - 7:03:50 PM GMT
-  Document e-signed by Lazaro Gallardo Jr. (larry.gallardo@co.hidalgo.tx.us)  
Signature Date: 2026-04-16 - 7:05:13 PM GMT - Time Source: server
-  Document emailed to County Judge (countyjudge.contracts@co.hidalgo.tx.us) for signature  
2026-04-16 - 7:05:16 PM GMT
-  Email viewed by County Judge (countyjudge.contracts@co.hidalgo.tx.us)  
2026-04-20 - 1:44:16 PM GMT
-  Signer County Judge (countyjudge.contracts@co.hidalgo.tx.us) entered name at signing as Richard F. Cortez  
2026-04-20 - 1:45:42 PM GMT
-  Document e-signed by Richard F. Cortez (countyjudge.contracts@co.hidalgo.tx.us)  
Signature Date: 2026-04-20 - 1:45:44 PM GMT - Time Source: server
-  Document emailed to Daniela Zedillo (daniela.zhinojosa@co.hidalgo.tx.us) for approval  
2026-04-20 - 1:45:48 PM GMT
-  Email viewed by Daniela Zedillo (daniela.zhinojosa@co.hidalgo.tx.us)  
2026-04-20 - 2:36:07 PM GMT
-  Document approved by Daniela Zedillo (daniela.zhinojosa@co.hidalgo.tx.us)  
Approval Date: 2026-04-20 - 2:41:00 PM GMT - Time Source: server

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2026-04-20 - 3:08:33 PM GMT

 Document approved by Daniela Zedillo (daniela.zhinojosa@co.hidalgo.tx.us)

Approval Date: 2026-04-20 - 3:09:42 PM GMT - Time Source: server

 Agreement completed.

2026-04-20 - 3:09:42 PM GMT