

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

**DRAFT**

**INTERLOCAL AGREEMENT**

This **INTERLOCAL AGREEMENT** ("Agreement") is made by and among the **COUNTY OF HIDALGO** ("County"), and the **HIDALGO COUNTY EMERGENCY SERVICES DISTRICT #2**, ("District") (sometimes collectively referred to as the "Parties" or individually referred to as the "Party") acting herein by and through their respective duly authorized officers or employees, and this Agreement shall be effective on the date it is executed by all the Parties hereto (the "Effective Date").

**P R E M I S E S**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions or services; and

**WHEREAS**, the County, acting for the benefit of the citizens of Hidalgo County, has acquired real property and associated facilities and operates these facilities for the benefit of its citizens; one such facility being located at 708 E. Edinburg Avenue, Elsa, Texas, and

**WHEREAS**, the District is an emergency management district created by the County and is charged with providing emergency ambulance services to Hidalgo County citizens within its designated operating area, and

**WHEREAS**, the District has need of a facility in which to hold public meetings in which to conduct its business, and

**WHEREAS**, the County and the District wish to enter into an agreement by which the County shall provide a facility in which the District may hold public meetings in which to conduct its business.

**AGREEMENT**

**I.  
TERM OF AGREEMENT**

**A. Agreement:** The Parties mutually agree that the County shall provide reasonable and adequate space and facilities to the District for the conduct of public meetings as needed at County building located at 708 E. Edinburg Avenue, Elsa, Texas. The use, date and time the District wishes to use must be approved in advance by the elected official whose office the District desires to use; and

# DRAFT

**B. Term:** The term of this Agreement shall be for twelve (12) months commencing on the Execution of this agreement. The term of this Agreement shall be automatically renewed for subsequent twelve (12) month periods, subject to the provisions of Section C below, and

**C. Termination:** During the term of the Agreement, any Party may terminate its participation in this Agreement by giving the other Parties thirty (30) days' written notice of such termination.

## II.

### MISCELLANEOUS PROVISIONS

**A. No Assumption of Liability:** No Party assumes the liability for the system(s) under the control of any other Party or for the actions of employees of any other Party.

**B. Immunity as a Defense:** No signatory hereto or participating agency has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this Agreement.

**C. Insurance:** The District shall provide to the County a certificate of insurance showing the County as an additional insured for general liability in the minimum amount of the Texas Tort Claims Act.

**D Assignment:** This Agreement being based upon the special qualifications of each Party, any assignment or other transfer of this Agreement or any part hereof without the express consent in writing of the other Parties shall be void and of no effect.

**E Entire Agreement:** The entire Agreement between the Parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by all Parties.

**E. Prior Agreements:** This Agreement supersedes any and all prior agreements regarding this subject which may have previously been made.

**IN TESTIMONY OF WHICH,** this Agreement, in multiple originals, each having equal force and effect, has been executed on behalf of the Parties hereto on this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

COUNTY OF HIDALGO

HIDALGO COUNTY EMERGENCY  
SERVICES DISTRICT #2

By: \_\_\_\_\_

By: \_\_\_\_\_