

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

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

This Agreement is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **CITY OF EDCOUCH, TEXAS**, hereinafter referred to as "Edcouch" and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, Edcouch is a General Law municipality located in Hidalgo County, Texas; and

**WHEREAS**, County is a county in the State of Texas;

**WHEREAS**, The County desires to contribute Community Development Block Grant ("CDBG") funds from Year 20 (2007) Fire Station/Equipment, for the Edcouch Fire Department , including but not limited to the purchase of fire fighting equipment expenses as described in Exhibit "A";

**WHEREAS**, County agrees it is in its best interest to provide such contribution to Edcouch as described herein;

**WHEREAS**, Edcouch and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

**NOW, THEREFORE**, Edcouch and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to contribute CDBG funds to Edcouch in an amount not to exceed Forty-Five Thousand Dollars and No Cents (\$45,000.00) from the Urban County Year 20 (2007) Fire Station/Equipment Activity.
2. County shall be responsible for the purchase of equipment as listed on "Exhibit A".
3. Following the purchase as described in Exhibit "A", the parties agree that the County will be released of any and all duties imposed by this Agreement the funds will be used for the project as outlined in Exhibit B;



With copy to: Sylvia Handy, Commissioner, Precinct No. 1  
1902 Joe Stephens  
Weslaco, Texas 78596

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.

10. **Additional Documents.** The Parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
11. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
12. **Assignment.** This Agreement shall not be assignable.
13. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
14. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
15. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms
16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.
17. **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 this Agreement, that 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 pursuant to the provision of Tex. Loc. Govt. Code Ann. §271.903.

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

**CITY OF EDCOUCH**

\_\_\_\_\_  
Jose Raul Guzman, Mayor

**ATTEST:**

\_\_\_\_\_  
Veronica Montoya, City Secretary

**HIDALGO COUNTY**

\_\_\_\_\_  
Juan D. Salinas III, Hidalgo County Judge

**ATTEST:**

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

**APPROVED AS TO FORM:  
ATLAS & HALL, L.L.P.**

**BY:** \_\_\_\_\_  
Stephen L. Crain

**Exhibit "A"**  
**Description of Activity**

Purchase of fire fighting equipment for the Edcouch Volunteer Fire Department as listed, but not limited to:

# of Units	Description
6	Stream-Light Survivor LED
1	Akron 7980 Blackmax 6"x 5" Storz
2	Akron 1512 Saber Jet 1" Piston Grip
2	Akron 1523 1 ½ Saber Jet with Pistol Grip 135 GPM
1	Protek Piercing Nozzle 6 ft. with shut-off
1	Protek 101 Pistol Grip 1 ½ Ball Valve
6	Elkhart S-454 Adjustable Hydrant Wrench
11	R&B 418 Rd SCBA Mask Bag Red in Color
2	MK Diamond all purpose blade for concrete, steel wood.
2	NUPLA 35256 6" Ceiling/Wall hook with D-Grip
2	ZICO-CWH32PC Ceiling/Wall hook
60	Shelby 2500 Extrication Glove, Assorted sizes to be measured
3	Brooks AX240 2 ½ water extinguisher
3	Brooks 15HB Bracket
25	PGI-3049298 Carbon Hoods
40	Shelby 5280 Gloves assorted sizes to be measured
1	Micro blade spill control
1	Tempest DD-18H 5.5 Direct drive Honda power blower
2	Sets Reva Int. VISA-Flare 21415008/SF7200
1	MSA-A- EV5200-1110-22-300 Thermal Imaging Camera with accessories
15	Sets of Bunker Fire fighting coats with radio pocket & with Fire Department name on back
15	Sets of Bunker Fire fighting pants with padded suspenders and cargo pockets
15	Calms 1010 traditional helmets with custom made leather fronts
15	Thourgood 807-6000 Lug sole insulated boots, various sizes to be Measured
1	Electrical siren control RTU activation control

**Exhibit "B"**  
**Budget**

Contribution of funds not to exceed \$45,000.00 will be utilized from Urban County Year 20 (2007) Fire Station/Equipment Activity.