

AI-16018

9.L.

Renewal/Extension-E-08-289-07-08-Hidalgo County Emergency Services District 2

CC CONSENT

Date: 06/22/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval to exercise the option to extend for an additional year period as provided in current Interlocal Agreement by and between Hidalgo County (Precinct #1) and the Hidalgo County Emergency Services No. 2 for: "Office Space to hold Public Meetings" (E-08-289-07-08).

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No funding required.

Attachments

Link: [Extension Letter](#)
Link: [Contract Documentation](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	06/17/2009 11:34 AM	APRV
2		Budget & Management	Veronica Lopez	06/17/2009 01:16 PM	APRV
3		Ivan Cantu	Ivan Cantu	06/17/2009 01:23 PM	APRV
4		Auditor's Office		06/18/2009 04:55 PM	NEW
Form Started By: Vangie Garcia				Started On: 06/16/2009 08:36 AM	
Final Approval Date: 06/18/2009					



PURCHASING DEPARTMENT
County Of Hidalgo

June 15, 2009

Daniel Guzman, Board President
Hidalgo County Emergency Services District No. 2
708 East Edinburg Avenue
Elsa, Texas 78538

Via E-mail dannyguzman65@yahoo.com

Re: *Extension of Interlocal Agreement Contract No. E-08-289-07-08 - "Office Space for Public Meetings" within Hidalgo County Pct. No. 1- Hidalgo County Emergency Services District No. 2*

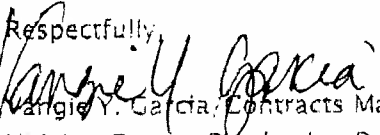
Dear Mr. Guzman:

Commissioners' Court will take applicable action (Tuesday, June 23, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current Interlocal Agreement to automatically renew/extend for subsequent twelve (12) months periods (under the same terms and conditions). Effective date of renew/extension will commence: July 11, 2009 through July 10, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, June 16, 2009, 3:00 p.m., via facsimile to (956) 956-318-2629 or email to evangelina.garcia@co.hidalgo.tx.us.

By: _____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectfully,

Evangelina Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

cc: Honorable Sylvia S. Handy, Commissioner via email
Sylvia.handy@co.hidalgo.tx.us
c/o Joseph Palacios, Chief Administrator via email
joseph.palacios@co.hidalgo.tx.us
Hidalgo County Precinct No. 1

By:  Date: June 16, 2009

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

C-07-339-07-10

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").

PREMISES

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, 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

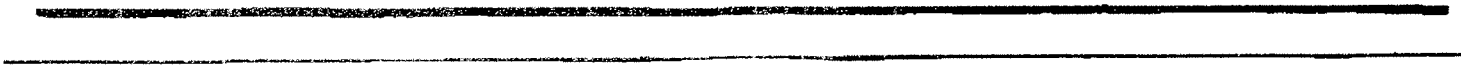
I.

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

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.

APPROVED BY COMMISSIONERS' COURT ON THE 10TH DAY OF JULY, 2007.

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

By: 
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By: 
Juan D. Salinas, III, County Judge

**ATTEST
HIDALGO COUNTY CLERK**

By: 
Arturo Guajardo, Jr., County Clerk

**HIDALGO COUNTY EMERGENCY
SERVICES DISTRICT #2**

By: 
Daniel Guzman, Board President



CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yy)

5/9/2008

Producer Johnny Hardaway

Quirk & Company
 P.O. Box 792030
 San Antonio
 210.342.9421
 www.quirkco.com

TX 78279

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A Western World Insurance Company

INSURER B

INSURER C

INSURER D

INSURER E

Insured

Hidalgo County Emergency District #2

PO Box 1136

Elsa

TX 78543

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGG LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	NPP1140578	1/23/2008	1/23/2009	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY				STATUTORY LIMIT OTHER \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County

PO Box 1356
 Edinburg

TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium

AUTHORIZED REPRESENTATIVE

Charles Mills



From:
Quirk & Company
P.O. Box 792030
San Antonio TX 78279
Phone: 210.342.9431
Fax: 210.340.4075
www.quirkco.com

To:
Montavo Insurance Agency
208 S. Texas Blvd
Weslaco TX 78596

From: Johnny Hardaway
Subject: Certification of Insurance
Hidalgo County Emergency District #2
Date: 5/9/2008
Delivery Via: FAX 19569699198
No. of Pages: 3

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