

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT AMONG CITY OF EDINBURG, COUNTY OF HIDALGO AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #3

This Agreement is made on this the ____ day of _____, 2015, by and among the **CITY OF EDINBURG, TEXAS**, hereinafter referred to as "CITY, **COUNTY OF HIDALGO**, hereinafter referred to as "COUNTY", and the **HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #3**, hereinafter referred to as "ESD," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City of Edinburg is engaging in a project referred to as Edinburg Fire Substation #5; and

WHEREAS, CITY has determined that the residents of the CITY will receive benefit from the construction of Edinburg Fire Substation #5 and has agreed to assist COUNTY and ESD; and

WHEREAS, COUNTY has determined that COUNTY will receive benefit from the construction of Edinburg Fire Substation #5 to better serve its residents, and has agreed to assist the CITY and ESD; and

WHEREAS, ESD has determined that ESD will receive benefit from the construction of Edinburg Fire Substation #5 to better serve its residents, and has agreed to assist the CITY and COUNTY; and

WHEREAS, CITY, COUNTY and ESD have agreed to cooperate in the construction of Edinburg Fire Substation #5 as further herein described; and

WHEREAS, CITY, COUNTY and ESD are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. 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, CITY, COUNTY and ESD, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The CITY agrees to participate in the construction of Edinburg Fire Substation #5 by providing \$1,000,000 dollars.

2. COUNTY agrees to participate in the construction of Edinburg Fire Substation #5 by providing \$1,000,000 dollars.

3. ESD agrees to participate in the construction of Edinburg fire Substation #5 by providing \$500,000 dollars. Such \$500,000.00 participation by ESD shall be made in payments of \$100,000 dollars per year for five (5) years payable starting on _____, 2015 with the final payment due and payable on _____, 2019.

4. Each party agrees that the City of Edinburg will be responsible for the land acquisition, project management, development design, and project completion.

5. Each party agrees that as a part of the agreement and their financial contribution to the Edinburg Fire Substation #5 project, that:

The City of Edinburg shall have full rights of ownership, use, care, maintenance, direction, and control of the Edinburg Fire Substation #5

The County shall have use of one (1) office for use of public safety and have the opportunity to reserve the classroom area for events suitable from time to time based on availability.

The ESD shall have use of one (1) office to use for ESD and have the opportunity to reserve the use of the classroom area for event suitable from time to time based on availability and shall have the use of two (2) dormitory positions and one (1) bay area (garage) for one (1) ambulance by the contracted 9-1-1 ambulance company from the ESD.

The rules and regulation, use and care, maintenance and protections, shall be established in writing by the City of Edinburg Fire Department and agreed upon by the County and ESD.

6. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and City, and not otherwise.

9. **TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**

10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Edinburg
Attention: City Manager
P.O. Box 1079 – 415 W. University
Edinburg, Texas 78540

If to County: Hidalgo County Judge's Office
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to ESD: Hidalgo County Emergency Service District No. 3
P.O. Box 3489 – 220C S. 12th Street
Edinburg, Texas 78539

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.

14. **Additional Documents.** 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.

15. **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.

16. **Assignment.** This Agreement shall not be assignable

17. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

18. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

19. **Authority to Execute.** The execution and performance of this Agreement by District and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and City in accordance with its terms.

20. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

21. **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, 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 pursuant to the provisions 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 EDINBURG

BY: _____
Ramiro Garza Jr., City Manager

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:
PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

HIDALGO COUNTY

BY: _____

ATTEST:

BY: _____

APPROVED AS TO FORM:

BY: _____

ESD

BY: _____

ATTEST:

BY: _____

APPROVED AS TO FORM:

BY: _____