

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF EDINBURG  
AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the 7<sup>th</sup> day of June, 2005, by and between the **CITY OF EDINBURG, TEXAS**, hereinafter referred to as the "City," and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as the "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, City is a home rule municipality located in Hidalgo County, Texas;

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

**WHEREAS**, Texas Engineering Extension Service hereinafter referred to as "TEEX" is the recipient of a U.S. Department of Homeland Security, Office of Domestic Preparedness grant;

**WHEREAS**, TEEX was tasked with administering grants to local governments including various cities and counties throughout Texas for the purchase of specialized emergency response equipment to enhance the capability of State and local agencies to respond to incidents of terrorism through domestic preparedness;

**WHEREAS**, TEEX entered into Agreement No. 48215 with County titled Sub-recipient Agreement State Homeland Security Grant Program, hereinafter referred to as the "Sub-recipient Agreement" in an amount not to exceed \$502,744.00;

**WHEREAS**, the various cities determined it was in their mutual best interest to acquire local Emergency Response Equipment through a regional effort to avoid duplication of equipment in the vicinity and to promote a more effective and efficient regional emergency response program;

**WHEREAS**, the various cities, including the City of Edinburg, determined that the County would best serve as the Regional Coordinator for the purchase and distribution of Emergency Response Equipment and as such, requested that the County serve as the TEEX contact for the ordering, receiving and distribution of all regional Emergency Response Equipment;

**WHEREAS**, in order to accomplish the goals stated above, various cities including the City of Edinburg contributed a portion of the regional grant funding it

received from TEEEX to the County which became part of the County's overall funding through Subrecipient Agreement No. 48215;

**WHEREAS**, the County purchased the regional Emergency Response Equipment as specified by the City of Edinburg and which is more specifically described in Exhibit "A" and now desires to transfer such equipment to the City through a permanent loan as allowed by TEEEX; and

**WHEREAS**, the City and the 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**, the City and the County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The regional Emergency Response Equipment was purchased by the State of Texas through TEEEX and has been delivered to County;
2. County agrees to deliver to the City the regional Emergency Response Equipment described in Exhibit "A" to the City attached hereto so designated on Exhibit "A" as a permanent loan;
3. County agrees to retain ownership of the regional Emergency Response Equipment described in Exhibit "A" and to provide liability insurance for such equipment for a period of three (3) years ending April 30, 2008 at which time the Emergency Response Equipment shall become the property of the City.
4. In order to fulfill the goals of regional effort to emergency response, the parties agree that the Emergency Response Equipment described in Exhibit "A" attached hereto, will be made readily available countywide for the purpose of responding to both manmade and natural disasters if requested.
5. City agrees to maintain the Emergency Response Equipment in good working condition upon receipt and through April 30, 2008. City further agrees that should the regional Emergency Response Equipment described in Exhibit "A" require repair or replacement parts, the City shall incur such costs and expenses.
6. City agrees to notify County in writing should any equipment be lost, stolen or otherwise made unusable or unavailable and agrees to provide an annual accounting to the County of the Emergency Response Equipment for the purpose of grant reporting. The City further agrees to incur all expenses related to any yearly maintenance agreements that may be required in order to maintain the Emergency Response Equipment.

7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to any parts or supplies needed to maintain the Equipment.
8. **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 and 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 or provisions 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.
9. **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.
10. **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 the City and County, and not otherwise.
11. **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.
12. **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: Wendy Smith Sturgis, City Manager  
   PO Box 1079  
   Edinburg, Texas 78540

with copy to: Fire Chief Shawn Snyder  
PO Box 1079  
Edinburg, Texas 78540

If to County: Hidalgo County, Texas  
Attention: Ramon Garcia, County Judge  
P.O. Box 1356  
Edinburg, Texas 78540-0758

with copy to : Hidalgo County  
Emergency Management Coordinator  
100 East Cano, Second Floor  
Edinburg, Texas 78539

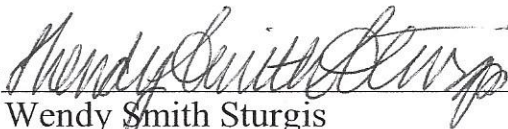
Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

13. **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.
14. **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.
15. **Assignment.** This Agreement shall not be assignable.
16. **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.
17. **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 so often as may be appropriate.
18. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

- 19. **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.
- 20. **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.

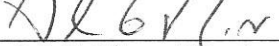
CITY OF EDINBURG

By:   
 Wendy Smith Sturgis  
 City Manager

ATTEST:

  
 City Secretary

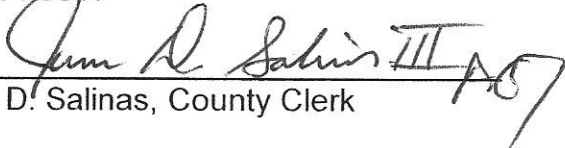
APPROVED AS TO FORM:

BY:   
 Daniel G. Rios, City Attorney  
 City of Edinburg

HIDALGO COUNTY

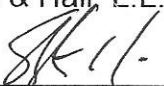
  
 Ramon Garcia, County Judge

ATTEST:

  
 J. D. Salinas, County Clerk

Approved by Commissioners' Court  
 on 4-26-05

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.  
 By:   
 Stephen L. Crain

PROPERTY PERMANENT LOAN FORM

Original Sub Recipient :

Hidalgo County- City of Edinburg

Grant Year Of Item	Inventory Number	Description	Serial Number	Original Sub Recipient Signature Hidalgo County	Permanent Loan Date	Receiving Jurisdiction Signature City of Edinburg	Receiving Assigned Discipline
Pre-2004	010	6500 Watt Electric Start Generator	1003464	<i>[Signature]</i>	6-24-05	<i>[Signature]</i>	HM
Pre-2004	015	Chem Agent Detector Kit	M256A1	<i>[Signature]</i>	6-17-05	<i>[Signature]</i>	FS
Pre-2004	019	Chlorine Kit A	13558	<i>[Signature]</i>	6-24-05	<i>[Signature]</i>	FS
Pre-2004	020	Chlorine Kit B	14071	<i>[Signature]</i>	6-24-05	<i>[Signature]</i>	FS
Pre-2004	021	Chlorine Kit C	4813	<i>[Signature]</i>	6-24-05	<i>[Signature]</i>	FS
Pre-2004	022	Civil Defense Tube Set I		<i>[Signature]</i>	6-17-05	<i>[Signature]</i>	FS
Pre-2004	022	Civil Defense Tube Set V		<i>[Signature]</i>	6-17-05	<i>[Signature]</i>	FS
Pre-2004	022	Draeger CDS Kit	Control No. 6400565S	<i>[Signature]</i>	6-17-05	<i>[Signature]</i>	FS
Pre-2004	036	Monitor Radiation Radaler	55296	<i>[Signature]</i>	6-17-05	<i>[Signature]</i>	HM
Pre-2004	050	PHD Plus O2/L/EL/CO/H2S ALK	29728	<i>[Signature]</i>	6-17-05	<i>[Signature]</i>	FS
Pre-2004	062	Simulrest Ext Hose/Adap		<i>[Signature]</i>	6-17-05	<i>[Signature]</i>	FS
Pre-2004	126	Trailer for Hidalgo County CVG4039	54277	<i>[Signature]</i>	6-24-05	<i>[Signature]</i>	HM

"The original sub-recipient maintains financial liability for loss or damage to the equipment assigned to them if the loss or damage results from their, or the party to which the equipment is assigned, negligence, intentional act, or failure to exercise reasonable care to safeguard, maintain, service the item, and follow the grant's disposal procedures. It is the original sub-recipient's responsibility to complete the proper paperwork for the permanent loan."

USE OF EQUIPMENT MUST FALL WITHIN THE PARAMETERS OF THE GRANT