

# **INTERLOCAL COOPERATION AGREEMENT BETWEEN (Entity)** **AND HIDALGO COUNTY, TX**

**STATE OF TEXAS**

**COUNTY OF HIDALGO**

THIS Interlocal Cooperation Agreement is made on the 12th day of **March, 2019**, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the Entity **Linn-San Manuel**, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the 1st day of **January, 2019**.

Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

## **1.0 TERMS**

- 1.1 This contract shall be for a period commencing on **January 1, 2019**, and shall terminate on **January 1, 2022**.
- 1.2 After **January 1, 2022**, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis, under the same fee(s), rate(s), term and conditions of this agreement, until re-negotiated by mutual consent of both parties.
- 1.3 Either party has the option to terminate this Contract without cause by written notification, to the other on sixty (60) day notice.
- 1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.
- 1.5 **Any modifications to invoices shall be approved by both parties.** All Incident Reports should be submitted to County Fire Marshal's Office within (fifteen) 15 days of the following month and the County Fire Marshal's Office shall review all reports up to (fourteen) 14 days from date of receipt to determine approval or any adjustments agreeable to both parties prior to sending to Auditors Office for payment. Approved invoices shall be paid no later than **thirty (30) days** upon receipt of invoice by County.

- 1.6 Commencing on the 1st day of **January, 2019** and on each anniversary of that date thereafter, the parties hereinafter agree to an annual increase as identified in (Exhibit "B").

## 2.0 DEFINITIONS

**BASIC FIRST AID** - Refers to the initial process of assessing and addressing the needs of someone who has been injured or is in physiological distress due to choking, minor scrapes and bruises, allergic reactions, drugs or other medical emergencies. Basic first aid allows you to quickly determine a person's physical condition and the correct course of treatment. You should always follow correct first aid procedures for it can be the difference between life and death.

**BEE ATTACK** – Any response to a situation where there is an on-going attack on person(s), domestic animal(s), and/or livestock, or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s.) **INCLUDING situations of bee removal of hazards where no attack is in progress when arriving at emergency scene, or sustained at the time of response where firefighters are required to utilize bee suits and equipment.**

**BODY RECOVERY** – Any recovery of a deceased human remains.

**CATEGORY** – All and any emergency response shall be categorized in a category that will be enumerated as I, II, III. Categories are designed to simplify reporting, queries and reimbursement requests.

**COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court in accordance with LGC 352 who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a sworn position.

**COUNTY FIRE INVESTIGATORS** – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned.

**CHIEF DEPUTY / DEPUTY FIRE MARSHAL** – Those officers designated and commissioned by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

**ENTITY** – The parent organization of a Fire Department whose members are full time, part time, paid or unpaid volunteers and for the purposes of this contract includes any elements from any regional response team/public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

**FALSE ALARM CALL** - Any emergency response to a mischievous or malicious call, or false call that requires fire personnel to investigate the scene or incident to make a determination as to whether or not there is an emergency incident. If there are multiple alarms at the same location the responding Primary/Secondary Entity shall notify the Fire Marshal's Office by the next Business Day.

**FIREFIGHTING** – Any incident upon arrival that is a Working Structural and/or Vehicle Fire, a Petroleum Based Fire, or Brush, Grassland or Rubbish Fire requires the action or process of extinguishing fires by Entities

**GOOD INTENT CALLS** – Any emergency incident response where fire personnel were summoned, but were not required to take any action (investigation, standby, or there was no actual incident).  
**Response to this type of call must come through a dispatch point.**

**HAZARDOUS MATERIAL FIRST RESPONDER INCIDENT** – response to any incident at a First Responder (**Awareness & Operations**) Level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification, low level containment / Mitigation, i.e. (fuel spills **below 35 gallons**, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.)

**HAZARDOUS MATERIAL TECHNICIAN LEVEL INCIDENT**– response to any incident at the Technician Level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material Identification via Monitoring / Identification devices, and or specialized equipment for such purposes, High level containment / Mitigation, (i.e. Solid, Liquid, Gas (Vapor) Chemical / Fuel spills **above 35 gallons** from any structure, vehicle, and or storage type facility..

**INCORPORATED / UNINCORPORATED AREA(S)** - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city shall not be covered in this contract.

**LAW ENFORCEMENT ASSISTANCE** – any non-fire assistance requested by County, State, or Federal Law Enforcement Agency, and includes, but is not limited to – vehicle recovery (water), crowd control, and “standing-by” for any situation in pursuance of a law enforcement, and or Investigative mission. **Excluding MVA duties (Traffic Control, Wash downs, Patient Packaging).**

**MASS CASUALTY INCIDENT** – any emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, (i.e. Haz-Mat, aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.)

**MEDICAL CALL** – In an emergency situation, under exigent circumstances and the situation dictates immediate medical attention excluding Basic First Aid, An EMS protocol shall be set up as follows:

Medical calls to be eligible for this category shall be limited to:

1. Burns/Explosions
2. Carbon Monoxide/Inhalation/Haz-Mat/CBRN
3. Electrocutions/Lightning
4. Inaccessible Incident, Other Entrapments (non-traffic)
5. Psychiatric/Abnormal Behavior/Suicide Attempt
6. Traffic/Transportation Incidents
7. Heart Problems– Stroke - Chest Pains – Cardiac or Respiratory Arrest/Death
8. Person Down – Unconscious/Non Responsive, Fatality
9. Breathing Problems -Choking
10. Traumatic Injuries

*This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.*

**MUTUAL AID** – When a Primary Entity response to an emergency event where the situation is of such magnitude , either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response. This includes any element of Public Works/Am-Bus/Regional Response Teams that is called upon to help mitigate the emergency. The call for additional resources is made by the Primary Entity and the call from Secondary Entity may be based on the extenuating circumstances, and may be made by the On-Scene Incident Commander, and must go through a dispatch point. The Fire Marshal may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them. **Secondary Entities may be reimbursed at the same rate as the primary entity upon approval of the Fire Marshal, when sufficiently documented as a “Special Situation”.**

**OPERATIONAL PERIOD** – A **twelve (12)** hour standard period shall be recognized for considering additional funding to responding Entities that is recognized by the National Incident Management system.

**PETROLEUM BASED INCIDENT** – any emergency incident or fire whose main fuel source includes natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium

**PRIMARY ENTITY** – An Entity who has contracted as a party with the County and is assigned to respond as the Lead Emergency Incident-Based Response Agency to the geographical area assigned to the Entity within the rural areas of the County, wherein the respective Entity Shall be responsible for primary response to an emergency incident as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

**PUBLIC WORKS/REGIONAL RESPONSE TEAM/AM-BUS RESPONSE** – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the On-Scene Incident Commander through the County Fire Marshal’s Office. The Am-Bus is an additional resource that may respond to any special situation to provide tactical rescue/EMS assistance and support for any first responder regardless of discipline. The Regional Response Teams are based and maintained from the Lower Rio Grande Valley Development Council (LRGVDC) Homeland Security Association Committee (HSAC).

**REIMBURSEMENT PLAN** – County method by which contracted Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

**RUBBISH/BRUSH/GRASS//WILDLAND FIRE**– Any fire occurring in vegetative areas, trash, garbage, brush, grass or other unwanted things, and includes any tangible item discarded, collected, or recycled arranged as to burn for cleaning / clearing as a part of a controlled situation, whether permitted or not regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brush-land, or land sown to crops.

**RURAL AREA** – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide its own emergency services or response.

**RURAL RESPONSE DISTRICT** – The area designated for the respective Primary Entity for emergency response within a delineated geographical area as depicted and described in Exhibit “B”, attached hereof. The rural response district may be amended from time to time pursuant to Section 3.2.

**SEARCH and RESCUE CALLS** – all rescues of person(s), from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse Excluding Recovery, and/or Vehicle Extrication.

**SECONDARY CITY** – the Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred (Mutual Aid). The response may occur anywhere within the rural County and may be based on geographical assignment or capability **EXCLUDING any aid to any other Jurisdictions in their city limits or other counties.**

**SERVICE CALLS** – any call involving, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

**SPECIAL SITUATIONS** – Any situation in which the Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time. The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees. The Fire Chief shall seek authorization from the County Fire Marshal, or his representative, justifying the exigent circumstances for the response to the incident prior to responding to a special situation. If authorized by the County Fire Marshal and if the response by the Entity covers two or more operational periods, this fee may be charged per day, above and beyond any other fees.

**STRUCTURE** – any construction within reason, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

**TRAFFIC CONTROL** – Any incident response where the nature of the call is strictly for traffic control assistance.

**MOTOR VEHICULAR ACCIDENT (MVA)** – any motor vehicle or automobile collision regardless of amount of or type of vehicles involved, where services other than “VEHICULAR EXTRICATION” is performed.

**VEHICULAR EXTRICATION** – any emergency extrication of person(s) with the use of any specialized tools; hydraulic, and/or manual tools from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

**VEHICLE FIRE** -A working fire – upon arrival that involves any vehicle fire. (I.e. Semi-Truck and or Trailer, Transport Vehicle, Service Vehicles, commuter bus or personal vehicle, car, truck, van).

**WASH DOWN** – Any spill where there is no fire and the spill consists of vegetation such as fruits & vegetables and any other non-petroleum based products on roadway, parking lots, etc. that requires a wash down – no vehicular accident.

**WIRELINER INCIDENTS (ALL TYPES)** – where the response is of such nature that there is a “downed-wire” or “low-hanging wire” or energized or with/without fire and the responding **Entity must standby and await the arrival of a utility company or responding Entity must remove, and or mitigate the non-emergency situation.** Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection or any situation where there is no immediate danger to the public from an electrical wire, and the situation does not dictate immediate traffic control, or public redirection. **Any situation where the Entity is not required to stand-by for the service company will be classified as a Service Call.**

### **3.0 ENTITY RESPONSIBILITIES**

- 3.1 Entity hereby agrees to provide emergency incident response based services, ***if resources are available***, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.
- 3.2 Entity hereby agrees to the designation of Primary (response) within their designated Rural Response District as depicted in the attached map, as Exhibit “C”. Each Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned Entity will be provided to the designated 911 Coordinator and the Sheriff’s Office. A map depicting the Rural Response Districts of all participating Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

- 3.3 Entity hereby agrees to seek authorization from the County Fire Marshal prior to responding to a call outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C" unless authorized by the County Fire Marshals and/or Entity of the Rural Response District, Otherwise Entity shall not be reimbursed for services rendered outside their designated geographical area.
- 3.4 Entity hereby agrees to provide the County Fire Marshal, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted. Unless this subsection is fully complied with, reimbursements shall not be granted.
- 3.5 Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.
- 3.6 Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies/talk groups, that the Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.
- 3.7 Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.
- 3.8 Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the Entity. Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.
- 3.9 During extended operations as designated by the Incident Commander, the Entity agrees to provide adequate hydration and sustenance for its firefighters/emergency response personnel.
- 3.10 Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting/chasing" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. A simple trash burning call will be referred to the appropriate law enforcement agency, i.e... Fire Marshal, Constable Office or Sheriff's Office, unless the Roving preventive fire patrol activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

## 4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the Entity's Rural Emergency Services, the County will reimburse the Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

### 4.2.1.1 ADMINISTRATION

- a. Administration of Fire Marshal's Office
- b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
- c. Commercial Building Inspections
- d. Fire Safety Inspections
- e. Adult and Child Day Care Facility Inspections
- f. Health Care Facility Inspections
- g. Existing and New Construction Inspections
- h. Implementation and Enforcement of the most current version of the International Fire Code.
- i. Issuance and Regulation of Burn Permits in Rural County areas
- j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
- k. Plat/Plan Reviews and approvals

### 4.2.2 INVESTIGATIONS

- a. Conduct Fire Investigations
- b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
- c. Provide Information and Reports
- d. May Provide **Assistance** to municipal's Fire Marshal or representative with Fire Investigations, upon request.

- e. May Provide Primary Assistance to contracted entity where there is no fire investigator at present the county may with advanced notification to HCFMO so that arrangements can be made.
- f. Issue Citations, make arrests, and file criminal cases as appropriate.

#### 4.2.3 **FIRE PREVENTION**

- a. Plan, coordinate and direct activities.
- b. Conduct and participate in training with all Fire Departments.
- c. Acquire and maintain equipment.
- d. Conduct public education.
- e. Perform fire safety presentations.

#### 4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

- a. Review and process all requests for reimbursements on timely manner.
- b. Confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.
- c. Determine if a Rural Response District may respond outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C".

#### 4.2.5 **RESPONSE**

- a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
- b. Will respond to any major incidents.
- c. Will integrate into the NIMS/ICS structure as appropriate
- d. Will assist the Incident Commander with any duties as assigned.
- e. Will provide Law Enforcement assistance/coordination as needed

## 5.0 LIABILITY

- 5.1 Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons traveling to or from or in a manner as defined in Section 3, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the Entity.
- 5.2 The County of Hidalgo and Entity agree that they will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel. Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their respective employees and firefighters.
- 5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or its duly authorized representative, the Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.
- 5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

## 6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse Entity for services provided hereunder in a lump sum payment to be made monthly as follows:

6.1.1 Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis (within a reasonable time), any Rural Emergency Service Incident Reports to the County Fire Marshal, reporting is a condition precedent to receiving payments from the County. The Rural Emergency Service Incident Report form(s), and supporting documents as listed in Section 3.4 shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any Entity that utilized the County Worker's Compensation Policy, as described in Section 5.3.

6.1.2 County shall communicate and provide a written itemized list of emergency services discrepancies for reimbursement or any change in the reimbursement rate category to the Entity with an explanation for the disapproval or change to the Fire Chief of entity for approval or to challenge the disapproval within fourteen (14) working days of receipt of invoices from Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all Entity(s) within Hidalgo County and shall calculate the amount due each Entity.

a. Any and all disputes of Entity reports shall be addressed directly to the Fire Marshal and/or the Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Executive Chief Officer.

c. If a resolution of dispute for emergency response services cannot be reached, the reporting Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the Entity within its emergency response district to include any mutual aid outside response district, Entity shall receive a monthly lump-sum payment for all authorized services in accordance with the following payment schedule and categories;

- (6.1.4.I.)                    **CATEGORY I (CI)    Flat rate of \$1,490.00 per incident.**
- (6.1.4.II.)                    **CATEGORY II (CII)    Flat Rate of \$ 725.00 per incident**
- (6.1.4.III.)                    **CATEGORY III (CIII)    Flat Rate of \$ 330.00 per incident.**

**6.1.4.I. CATEGORY I.** A rate of \$ 1,490.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1    FIREFIGHTING STRUCTURAL / VEHICLE (as primary department)**
- .2    HAZARDOUS MATERIALS (TECHNICIAN LEVEL)**
- .3    MASS CASUALTIES**
- .4    RESCUE CALLS**
- .5    VEHICULAR EXTRICATION**
- .6    PUBLIC WORKS/REG. RESPONSE TEAMS, AND/OR AM-BUS RESPONSE**
- .7    REGIONAL MEDICAL RESPONSE TEAM**
- .8    SECONDARY ENTITY (in place of primary department.)**
- .9    SPECIAL SITUATIONS**
- .10   RUBBISH/BRUSH/GRASS//WILDLAND above one (1) hour**

**6.1.4.II. CATEGORY II.** A rate of \$ 725.00 per incident, as set forth, shall apply, during the terms of this Contract for:

- .1    BEE ATTACKS**
- .2    HUMAN REMAINS RECOVERY CALLS**
- .3    RUBBISH/GRASS//WILDLAND (31 minutes to 1 Hour)**
- .4    HAZ-MAT(AWARENESS/OPERATIONS LEVEL)/WASH DOWN**
- .5    LAW ENFORCEMENT ASSISTANCE**
- .6    MUTUAL AID**
- .7    MEDICAL CALLS**

- .8 MVA (PATIENT PACKAGING, SECURE VEHICLE)
- .9 PETROLEUM BASED INCIDENT STANDBY
- .10 TRAFFIC CONTROL
- .11 WIRELINE INCIDENTS (ALL TYPES)

**6.1.4. III CATEGORY III. A Rate of \$ 330.00 per incident, as set forth, shall apply, during the terms of this Contract for:**

- .1 BASIC FIRST AID
- .2 RUBBISH/BRUSH/GRASS/WILDLAND (30 minutes & below)
- .3 FALSE ALARM CALL
- .4 GOOD INTENT CALLS
- .5 LANDING ZONE
- .6 SERVICE CALLS

## **7.0. ASSIGNMENT**

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

## **8.0. AUDIT**

Any and all requests from Entity for reimbursement from County or any past reimbursements made under this contract or its predecessors shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, Entity agrees to remit the amount of payments so found by the County Auditor to the County within ten (10) working days, following the date of receipt of Entity of County Auditors written determination.

## **9.0. MISCELLANEOUS**

**9.1 CONFLICT WITH 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 the provision of this 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.

**9.2 NO WAIVER.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**9.3 ENTIRE AGREEMENT** – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed. This Agreement supersedes any and all agreements by and between the parties hereto. All previous agreements concerning the subject matter hereof between the parties are terminated as of the date of this Agreement.

**9.4 TEXAS LAW TO APPLY.** This agreement shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**9.5 NOTICE.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to Entity                    The Entity of Linn-San Manuel Volunteer Fire Department  
Board President/Fire Chief  
21661 TX-186,  
Linn-San Manuel Texas 78542

If to County:                County of Hidalgo  
County Judge's Office  
100 E. Cano St. 2<sup>nd</sup> Floor, Edinburg, Texas 78539 or  
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

**9.6     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.

**9.7     SUCCESSORS.** This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**9.8     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.

**9.9     GENDER and NUMBER.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

**9.10    AUTHORITY TO EXECUTE.** The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

**9.11    PERFORMANCE of GOVERNMENT FUNCTIONS.** 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.

**9.12 IMMUNITIES.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

**9.13 COMMITMENT of CURRENT REVENUES.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable 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 County.

**9.14 MUTUAL INDEMNIFICATION.** Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

**WITNESS THE HANDS OF THE PARTIES**

**In duplicate originals effective on the day both parties' signatures are executed.**

<b>ENTITY: LINN-SAN MANUEL VOLNTEER FIRE DEPARTMENT</b>	
_____	_____
<b>By:</b>	<b>Date</b>
<b>ATTEST:</b>	
_____	
<b>City Secretary</b>	

**COUNTY OF HIDALGO**

\_\_\_\_\_  
**Richard Cortez, County Judge**

\_\_\_\_\_  
**Date**

**ATTEST:**

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

**Approved as to Form:**

**Office of Criminal District Attorney's Office  
Ricardo Rodriguez, Jr.**

**By:** \_\_\_\_\_  
**Victor M. Garza, Assistant District Attorney**

# EXHIBIT "A"

# Hidalgo County Rural Emergency Service Incident Report

(FORM MUST BE COMPLETED IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____	COUNTY INCIDENT: _____		
DATE : _____	ALARM TIME : _____	ARRIVAL TIME: _____	DEPART TIME: _____
SITUATION REPORTED: _____		SITUATION FOUND: _____	
MUTUAL AID: _____	GIVEN: _____	RECEIVED: _____	DEPARTMENT: _____
_____	NON-APPLICABLE	DEPARTMENT: _____	
CALLER NAME: _____		REQUESTING PERSON: _____	
CALLER NAME: _____			
CALLER ADDRESS: _____		OTHER: _____	PHONE: _____
CALLER PHONE: _____		WALK-IN: _____	
INCIDENT LOCATION: _____			
OCCUPANT NAME: _____		OWNER NAME: _____	
OWNER ADDRESS: _____			
OWNER PHONE #: _____		OCCUPANT PHONE #: _____	
INCIDENT CAUSE: _____			
TYPE OF ACTION TAKEN: _____			
UNITS RESPONDING: _____		UNITS COMMITTED: _____	
# OF PERSONNEL: _____	MILEAGE (ROUND TRIP): _____	ADVISED COUNTY FIRE MARSHAL: YES _____	NO: _____
COMMENTS: _____ _____ _____			
INCIDENT COMMANDER: _____		REPORT PREPARED BY: _____	
ESTIMATED \$ LOSS: _____		ATTEST: _____ FIRE CHIEF	
REIMBURSEMENT REQUESTED: _____ \$330.00          _____ \$725.00          _____ \$1,490.00			

HCFMO Approval Amount:           \$330.00                 \$725.00                 \$1,490.00

# EXHIBIT “B”

<b>PAY OUT PLAN:</b>			
	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>CATEGORY I</b>	\$ 1,490	\$ 1,650	\$ 1,825
<b>CATEGORY II</b>	\$ 725	\$ 825	\$ 905
<b>CATEGORY II</b>	\$ 330	\$ 385	\$ 425

# EXHIBIT “C”