

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 2 AND THE COUNTY OF
HIDALGO, TEXAS FOR TEMPORARY EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT is made on this the [redacted] day of November, 2022 by and between the **HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 2**, (hereinafter referred to as the “**ESD 2**”) and the **COUNTY OF HIDALGO, TEXAS**, by and through its **PRECINCT 1**, (hereinafter referred to as the “**COUNTY**”) pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov’t Code 791.001 et seq., hereinafter referred to as the “**Act**”, as follows:

WITNESSETH:

WHEREAS, the ESD 2 is a unit of local government as defined by Chapter 791 of the Texas Government Code and is located in Hidalgo County, Texas; and

WHEREAS, COUNTY is a local government as defined by the Act, and a county in the State of Texas; and

WHEREAS, the safety, health and general welfare of the citizens of Hidalgo County is a common objective of both parties. Further, it is the objective of both parties to collaborate with each other to ensure the citizens of Hidalgo County have access to health care and other emergency services

WHEREAS, rural areas situated in Precinct 1 of Hidalgo County, not served by ambulance service, including but not limited to any service area covered by Emergency Services Districts located in Precinct 1 (collectively, the “**Service Area(s)**”), are not currently served by emergency ambulance service;

WHEREAS, the provision of emergency ambulance services may, under Texas law, be provided to a Service Area by a county; however, counties are not required to provide services to a Service Area.

WHEREAS, the County pursuant to its authority under Texas Local Government Code sec. 262.024 has contracted with a duly licensed Emergency Ambulance Service provider to provide temporary emergency ambulance medical services to residents of rural Hidalgo County for the public purpose of preserving and protecting the public health and safety of the residents of the County;

WHEREAS, parties desire that this temporary emergency ambulance medical service be provided in ESD 2 as per the terms included herein.

WHEREAS, the ESD2 and COUNTY are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. All of the above statements are incorporated herein and fully restated.
2. County and ESD 2 hereby agree that this Agreement is entered into in order to provide temporary emergency ambulance medical services to residents of rural Hidalgo County located in ESD 2 not otherwise served by ambulance service.
3. County agrees to render and provide to ESD 2 temporary emergency ambulance medical services by and through its contracted service provider during the term of this Contract.
4. **Consideration.** As consideration for providing the Service as described in this Agreement, ESD 2 agrees to pay County Sixteen Thousand Three Hundred Seventy-One dollars and 58/100 (\$16,371.58) per month during the contract term, payable against written invoice submitted by County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.
5. **Term.** The term of this Contract shall be for a six (6) month period beginning at 12:01 a.m. **MONTH 00, 2022**, and terminating on, **MONTH 00, 2023**, at 12:00 a.m., (the “Termination Date”) with an option to extend for an additional six (6) month term at the same rates, terms and conditions, unless this Agreement is earlier terminated pursuant to the provisions herein.
6. **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
7. **Indemnification.** To the extent allowed under the Constitution and laws of the State of Texas, ESD 2 agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney’s fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.
8. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile to the parties at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539
(956)318-2600

With copy to: Precinct 1 County Commissioner
1902 Joe Stephens Ave. Ste. 1
Weslaco, Texas 78596

If to ESD 2: Hidalgo County Emergency Services District No. 2
Attention: Chair, Judge Jason Pena
426 W. Caffery Ave.
Pharr, Texas 78577

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.

9. Miscellaneous.

- a. **Confidentiality.** In the event this collaborative effort requires the mutual sharing of information made confidential by the laws of the State of Texas and of the United States, information will only be exchanged as allowed by law.
- b. **Liability.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.
- c. **Dispute Resolution.** The Parties agree to mandatory participation in mediation as an Alternative Dispute Resolution process, before any action, suit, litigation or other proceeding arising out of or in any way relating to this Agreement may be commenced.
- d. **No Waiver.** No waiver by County 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.

- e. **Amendment.** This Agreement may be amended or modified by the consent of both parties at any time during its term. Amendments to this Agreement must be in writing and signed by COUNTY and ESD 2. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding either party unless approved in writing by an authorized representative of each party.
- f. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein.
- g. **Severability.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.
- h. **Headings.** The headings used herein are for convenience only and do not limit the contents of this Agreement.
- i. **Variation of Pronouns.** All pronouns and all variations thereof will be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person, persons, or entity may require.
- j. **Governing Law.** 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.
- k. **Assignment.** This agreement may not be assigned.
- l. **Force Majeure.** Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain labor, materials or facilities. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.
- m. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

- n. **Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents, including but not limited the Business Associate Agreement, as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- o. **Non-Discrimination.** The Services and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law and/or a respective Parties' policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability, or any other protected class under law.
- p. **Commitment of Current Revenues.** 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.
- q. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
- r. **Prior Agreements.** This Agreement supersedes and terminates all previous Inter-local Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Inter-local Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Inter-local Agreement(s) is completed and payment is remitted, such previous Inter-local agreement shall terminate at such time.
- s. **Authorization for Agreement.** The execution and performance of this Agreement by Parties have been duly authorized by all necessary laws, resolutions, and corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON Month 00, 20.

Agenda Item No.

Executive Office: _____

**HIDALGO COUNTY EMERGENCY
SERVICES DISTRICT NO. 2**

COUNTY OF HIDALGO, TEXAS:

Print Name: _____
Title: _____

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:

_____, ADA

Arturo Guajardo, Jr., County Clerk