

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION
AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, TEXAS AND THE
CITY OF McALLEN, TEXAS BY AND THROUGH THE
TEXAS A&M TASK FORCE 3 URBAN SEARCH AND
RESCUE TEAM**

This Agreement made on this 4th day of March, 2025, by and between the **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as “Hidalgo County,” and the **CITY OF McALLEN, TEXAS**, by and through the **Texas A&M Task Force 3 Urban Search and Rescue Team** hereinafter referred to as “McAllen,” pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a political subdivision of the State of Texas;

WHEREAS, McAllen is a political subdivision of the State of Texas;

WHEREAS, Hidalgo County and McAllen, each pursuant to its statutory and constitutional authority, are responsible for the safety of the citizens within their respective boundaries, and are desirous that the necessary Equipment and services are available;

WHEREAS, McAllen, by and through its, Texas A&M Task Force 3 Urban Search and Rescue Team provide emergency services during emergency events;”

WHEREAS, as part of its training for such events, the Texas A&M Task Force 3 Urban Search and Rescue Team will participate in the Annual Operational Readiness Exercise from February 21, 2025 through February 23, 2025 in College Station, Texas at Disaster City, which provides the opportunity for the regional team to test and evaluate its capabilities and also train alongside other task forces from across the United States during simulated hurricane events. (See Exhibit A: Texas A&M Task Force 3 – Equipment Request Correspondence).

WHEREAS, as part of this training, McAllen is requesting use certain County owned equipment (“Equipment”) as indicated below maintained by the Hidalgo County Office of Emergency Management;

WHEREAS, McAllen has agreed to be responsible for equipment and its use, security and maintenance while in its possession;

WHEREAS, Hidalgo County and McAllen desire to carry out this limited use of the Equipment in which the Parties would benefit from this agreement by increasing the quality of life for both the citizens of the County and McAllen.

WHEREAS, County and City believe that this agreement serves a public purpose and the constituents of each will benefit from this mutual agreement as herein contemplated; and

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

1. All of the above statements are incorporated herein and fully restated.
2. In order to fulfill the goals and purposes as identified above, the parties agree that the following County owned Equipment:
 - 2013 Freightliner M-2 Box Truck unit ,EMC-20, VIN: 1FVACXDT7DHFH0502; and
 - 2021 Polaris Ranger Crew XP 1000, Unit EMC-27, VIN: 4XARSU991M8460308

will be made available to McAllen for the limited purpose as stated herein.

3. **Term.** McAllen agrees to pick up the Equipment at a location designated by County on February 21, 2025, and drop off the Equipment at the same location on February 23, 2025. This agreement shall not extend beyond the referenced time period.
4. McAllen agrees that while the Equipment is in its possession, it will:
 - a. accept any and all responsibility for the Equipment, its use and any damages of any kind caused by McAllen's usage of the same.
 - b. cover the Equipment and its use during the course and scope of this agreement through McAllen's self-insured coverage.
 - c. maintain and repair the Equipment in good working condition and shall return the Equipment to the County in the same or better condition as when obtained from County.
 - d. be responsible for fuel.
 - e. notify Hidalgo County in writing immediately should Equipment be lost, stolen, or otherwise made unusable.

8. **Indemnification Clause.** To the extent permitted by the Texas Constitution and Texas State Laws, each party shall indemnify and hold the other party, its affiliated entities, and their respective directors, officers, employees, agents, and representatives, harmless from and against any claims, liabilities, damages, and expenses arising out of the indemnifying party's act or omissions, or the acts omissions of the indemnifying party's employees, staff, agents or representatives, under this Agreement, excluding claims, liabilities, damages, expenses resulting from the negligence or willful misconduct of the other party, its employees, staff, agents or representatives.

9. **Miscellaneous Terms**

a. **Termination.** Either Party may terminate this Agreement with or without cause upon written notice to each other.

b. **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 any 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 conflicts exists.

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

d. **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 McAllen and Hidalgo County, and not otherwise.

e. **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 WITHIN THE COUNTY OF HIDALGO, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN THE COUNTY OF HIDALGO, TEXAS.

f. **Governing Provisions.** This Agreement shall be governed by and

constructed in accordance with the laws of the State of Texas, and the obligations and undertakings of each of the parties to this Agreement shall be performable in the County of Hidalgo, Texas. McAllen shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and Equipment are listed below.

g. 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 Hidalgo County: County of Hidalgo
Attn: Richard F. Cortez,
County Judge
100 E. Cano, Second Floor
Edinburg, TX 78539

with copy to: Hidalgo County
Emergency Management
123 W. Mahl
Edinburg, TX 78539

If to McAllen: City of McAllen
City Manager's Office
1300 Houston Ave.
McAllen, TX 78501

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.

h. 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.

i. Successors. This Agreement shall be binding upon and to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this Agreement.

j. Assignments. This Assignment shall not be assignable.

k. 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 any paragraph hereof.

l. 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.

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

n. 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.

o. Immunities. It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

p. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.

q. Legal Construction/Severability. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

r. 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.

**HIDALGO COUNTY, TEXAS
TEXAS**

CITY OF MCALLEN,

Richard F. Cortez, County Judge

Isaac J. Tawil, City Manager

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Perla Lara, City Secretary

APPROVED AS TO FORM:

Office of the Hidalgo County
Criminal District Attorney
Toribio "Terry" Palacios

McAllen City Attorney

By: _____
Robert Viña III, ADA
Attorney

Austin Stevenson, City

EXHIBIT “A”

GENERAL MESSAGE (ICS 213)

1. Incident Name (Optional): Texas A&M Task Force 3 Operational Readiness Exercise 2025		
2. To (Name and Position): Chief Ricardo Saldana Hidalgo County EMC		
3. From (Name and Position): Miguel Guerra Technical Information Specialist		
4. Subject: Request for Logistical Resources	5. Date: 2/18/25	6. Time 1500
<p>7. Message: The Texas A&M Task Force 3 Urban Search and Rescue Team will be participating in the Annual Operational Readiness Exercise February 21-February 23, 2025 in College Station, Texas at Disaster City. This exercise provides the opportunity for our regional team to test and evaluate our capabilities and also train alongside other task forces from across the United States at Disaster City during a simulated hurricane event. We are requesting to utilize the following resources from Hidalgo County Office of Emergency Management for our logistical needs of the exercise.</p> <p>1 Box Truck 1 UTV Polaris Ranger</p> <p>The City of McAllen is willing to provide all the necessary liability coverage during the travel and use of the resources for the exercise. We will provide documentation prior to use of the resources via a "Certificate of Liability Insurance".</p> <p>Please contact Task Force Leader Michael Luna if you may have any questions or concerns</p>		
<p>8. Approved by: Name: <u>Michael A. Luna</u> Signature: <u>Michael A. Luna</u> <small>Digitally signed by Michael A. Luna</small> <small>date: 2025.02.18 15:52:53 -0700</small> Position/Title: <u>TFL</u></p>		
<p>9. Reply:</p>		
<p>10. Replied by: Name: _____ Position/Title: _____ Signature: _____</p>		
ICS 213	Date/Time: _____	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2025

PRODUCER City of McAllen P.O. Box 220 McAllen, TX 78505 956) 681-1410	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	NAIC #
INSURED City of McAllen 1300 Houston Ave. McAllen, TX 78501 Contact: Y. Perez/ Risk Management Ph. 956-681-1410	INSURER A: City of McAllen / Self Insured Political Subd./ Persunat To Chapter 2259 of the Texas Government Code	N/A
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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.

	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	City Ordinance 2015-51	10/01/2015	N/A	EACH OCCURENCE	\$250,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
					MED EXP (Any one person)	\$250000
					PERSONAL & ADV INJURY	\$250,000
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
						\$
	<input type="checkbox"/> 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 <input type="checkbox"/> _____ <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each Occurrence)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$0
					E.L. DISEASE - EA EMPLOYEE	\$0
					E.L. DISEASE - POLICY LIMIT	\$0
	<input type="checkbox"/> OTHER					

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

City of McAllen Fire Department as the sponsoring agent for Texas A&M Task Force 3 (TX-TF3) will be participating in the Annual Operational Readiness Exercise on February 21-23, 2025, in College Station, TX. City of McAllen Fire Department will utilize resources from Hidalgo County which will include the equipment noted below as part of the logistical needs of the exercise. Please note the use of the equipment will be limited to use by City of McAllen Fire personnel only. See below:

- *2013 Box Truck / Freightliner M2 Truck, Asset # 80665; VIN: 1FVACXDT7DHFH0502
- *2021 Polaris Ranger Crew XP 1000 / Asset# 81247; Serial# 4XAR5U991M8460308

CERTIFICATE HOLDER

Hidalgo County Office of Emergency Management ATTN: Victor Garza
 2804 S. Business HWY 281
 Edinburg, Texas 78539
 Phone: (956)318-2157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.