

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO AND HIDALGO COUNTY EMERGENCY
SERVICES DISTRICT NO. 5**

This **INTERLOCAL COOPERATION AGREEMENT**, hereinafter referred to as (“Agreement”) is made on and entered into effective as of the _____ day of _____, 2026, by and between the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“County”), and **HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 5**, (hereinafter referred to as the “**ESD 5**”), collectively referred to as “Parties”, 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:

I. WITNESSETH:

WHEREAS, the County is a “local government”, and a political subdivision of the State of Texas; and

WHEREAS, ESD 5 is a unit of “local government” as defined by the Act and is located in Hidalgo County, Texas; and

WHEREAS, County and ESD 5 desire to enter into this Agreement to permit ESD 5 to use certain designated portions of the Hidalgo County Precinct 3 Field Operations Annex located at 8320 W. Mile 7 Road, Mission, Texas, together with the designated parking and common areas shown on Exhibit A attached hereto and incorporated herein, collectively referred to as the “Premises”; 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; and

WHEREAS, County and ESD 5 believe that this agreement would serve a public purpose for the benefit of the constituents of Hidalgo County; and

WHEREAS, ESD 5 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.

WHEREAS, the governing bodies of County and ESD 5 have each determined that this Agreement serves a governmental and public purpose and have approved this Agreement in accordance with applicable law;

NOW, THEREFORE, and in consideration of the premises and the mutual covenants and agreements expressed hereinafter, County and ESD 5 agree as follows:

1.1 County grants ESD 5 a nonexclusive right to use the Premises for an emergency-services satellite office and for administrative operations, emergency medical services personnel, ambulance staging, storage of ordinary emergency-services equipment and supplies, public education, training, and other activities directly related to ESD 5's lawful emergency-services functions. ESD 5 shall not use the Premises for any unrelated commercial or private purpose.

ESD 5 acknowledges that the Premises may be used contemporaneously by County or another governmental entity, provided that such use does not unreasonably interfere with ESD 5's scheduled use of the Premises. ESD 5's employees, agents, contractors, and volunteers are not employees or agents of County. ESD 5 shall have continuous, twenty-four-hour access to the designated portions of the Premises. County may use the portions identified as common areas but shall not permit another user to occupy or interfere with the areas designated exclusively for ESD 5 on Exhibit A.

1.2 ESD 5 Employees, Volunteers, Contractors, Patients and Visitors shall have the non-exclusive use of the parking areas adjacent to the Premises. County shall designate on Exhibit A any spaces reserved for ESD 5 vehicles, emergency vehicles, or ambulance staging. County shall not permit County vehicles to block or materially interfere with access to any designated emergency-vehicle area on Exhibit "A".

1.3 ESD 5 shall coordinate its anticipated dates and times of use with the County's designated representative. County shall not unreasonably withhold or delay approval of ESD 5's requested use. The Parties shall maintain a written communication plan identifying their operational contacts and procedures for reporting changes affecting access to or use of the Premises.

1.4 It is understood that each Party will respectively bear all of its own costs incurred in carrying out its responsibilities as set forth in this Agreement.

1.5 ESD 5 understands and acknowledges that entering into this Agreement does not constitute an endorsement by the County of ESD 5's organization, its financial stability, or the quality of its programs. ESD 5 shall not represent that it or any of its agents or employees are agents or employees of the County.

1.6 Should ESD 5 serve food at the Premises, it must comply with all current County policies, state and local rules and regulations regarding the safe storage, preparation, handling, and serving of food whether permanent or temporary.

1.7 ESD 5, and its employees, agents and volunteers, shall maintain any and all applicable licenses and permits necessary to effectuate its services.

1.8 Upon County's written request, ESD 5 shall provide aggregate, non-identifying statistical information concerning activities conducted at the Premises. ESD 5 shall not be required to

disclose protected health information, confidential patient information, confidential personnel information, attorney-client privileged information, information protected by applicable law, or information unrelated to ESD 5's use of the Premises.

1.9 The County may suspend or limit use of the Premises by ESD 5 only if necessary to protect public health and safety. The County will notify ESD 5 as soon as reasonably practicable with at least two business days in advance of any necessary suspension/limitation begins, unless the suspension/limitation is due to an emergency situation, in which case the County will notify ESD 5 as soon as possible, but not later than two business days after the emergency suspension/limitation is imposed. Notification may be verbal or electronic notice to ESD 5's designated operational contact within two business days. Such notice shall identify the reason for the suspension, the areas affected, and the anticipated duration. Unless physical conditions make entry unsafe, ESD 5 shall be permitted to retrieve its vehicles, equipment, records, medications, and supplies. County shall use reasonable efforts to minimize disruption to ESD 5's emergency-services operations.

II. CONSIDERATIONS

Rent

2.1 ESD 5 and the County have agreed that in an effort to be good stewards of public funds and for the benefit of the Citizens of Hidalgo County, there shall be no rent due under this Agreement.

Term, Termination and Modification

2.2 The term of this Agreement shall commence as of the effective date noted above, and shall remain in effect for one year. Thereafter, the Agreement shall automatically renew for successive one-year terms unless either Party gives written notice of nonrenewal at least thirty days before the expiration of the then-current term or the Agreement is terminated earlier in accordance with this Agreement.

2.3 County or ESD 5 may terminate this Agreement with or without cause upon ninety (90) days written notice to each other. If either Party materially breaches this Agreement, the nonbreaching Party shall provide written notice describing the breach and allow the breaching Party thirty days to cure the breach. If the breach is not cured within thirty days, the agreement

shall be terminated immediately. If the breach creates a threat to public health and safety, activities may be suspended effective immediately but shall provide notice as soon as practicable.

Upon expiration or termination, ESD 5 shall have at least thirty (30) days, or such longer period as is reasonably necessary, to remove its vehicles, records, equipment, supplies, furniture, and other personal property.

2.4 This Agreement shall constitute the entire understanding of the parties with respect to the subject matter.

2.5 The Agreement may be modified at any time and may be amended only in writing and approved by the governing bodies of both Parties. Changes shall be in the form of a modification and shall become effective upon signature by authorized individuals representing both Parties.

Nature Agreement and Relationship

2.6 County grants ESD 5 a nonexclusive license to use the Premises for the purposes described in this Agreement. This Agreement does not convey a leasehold estate, ownership interest, easement, or other interest in real property to ESD 5. County retains ownership and ultimate control of the Premises, subject to ESD 5's contractual right to use the Premises as provided herein. The Parties are independent governmental entities. Nothing in this Agreement creates or shall be construed to create a partnership, joint venture, principal-agent relationship, employment relationship, or other association between the Parties. Each Party shall maintain exclusive direction and control over its own officers, employees, agents, contractors, and volunteers.

Immunities

2.7 It is expressly understood and agreed that, in the execution of this agreement, neither the County nor ESD 5 waive, nor shall be deemed hereby to waive, any immunity or defense or other protection available to either Party or its officers, officials, employees, agents, or volunteers that would otherwise be available to it against claims arising in the exercising of governmental powers and functions. Nothing in this Agreement creates any cause of action or liability that would not otherwise exist under applicable law.

Insurance

2.8 Liability Insurance:

- A. The County will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act. The County's liability insurance shall include, but not be limited to, coverage for any claims resulting from building construction or design defects outside of the ESD 5's approved building modifications.
- B. ESD 5 must provide a certificate of insurance naming the County as an additional insured, and must provide proof of comprehensive general liability insurance

with a combined single limit of \$1,000,000 per occurrence. ESD 5 understands and acknowledges that the County does not insure any items that are the property of ESD 5 on or at the Premises. At no time shall the Premises be considered to be owned or under the control of ESD 5.

2.9 Property Insurance: ESD 5 shall maintain content coverage insurance on ESD 5's personal property located within the Premises. ESD 5 covenants and agrees that County shall have no responsibility for damage or destruction of ESD 5's personal property located within the Premises except to the extent caused by County's negligence or willful misconduct and only to the extent liability is imposed by applicable law.

Assignment

2.10 ESD 5 may not assign any portion of the Premises without the County's written consent. This provision does not prohibit ESD 5 from allowing its employees, volunteers, contractors, emergency-services providers, mutual-aid partners, patients, or members of the public to enter the Premises in connection with ESD 5's lawful operations.

Modification, Improvements, Maintenance and Repairs

2.11 ESD 5, at its sole cost and expense, shall make the necessary modifications or improvements required for its use of the Premises. Such modification or improvement shall not be required to the Premises unless the scope, cost, funding source, ownership, maintenance responsibility, and disposition of the proposed modification or improvement have been approved in writing by the Parties. Said modifications and improvements shall be submitted in writing to the County through the County's Executive Office and must be approved by the County in writing and shall be done in accordance with all applicable building codes and laws including but not limited to the American with Disabilities Act. If any modifications or improvements are made to the Premises, the ESD 5 shall not be required to restore the Premises to its original condition upon termination of this Agreement and said modifications will become property of the County, unless Parties agree otherwise. ESD 5 shall retain ownership of its furniture, medical equipment, radios, telecommunications equipment, computers, security equipment, cabinets, appliances, generators, signs, and other removable equipment or trade fixtures. ESD 5 may remove such property upon expiration or termination, provided ESD 5 repairs material damage caused by the removal. Further, Subject to the County's written approval and further subject to applicable laws, ordinances and regulations, ESD 5 may install a sign on the Premises. ESD 5 must remove all signs at the termination of this agreement.

Subject to County's prior written approval and applicable law, ESD 5 may install appropriate exterior and interior signage. ESD 5 shall remove its signs upon expiration or termination unless County agrees otherwise in writing.

Any substantial permanent improvement, funded by ESD 5, may be agreed upon in a separate Interlocal Agreement between the parties.

2.12 At County's sole cost and expense, County shall maintain in good working order and make all such necessary maintenance and repairs to the Premises' landscaping, foundation, roof, structural integrity, plumbing systems, electrical and lighting systems, heating, ventilation and air conditioning systems ("HVAC"), fire protection and fire alert systems and other mechanical systems in a safe and reasonable good working condition. County shall maintain the Premises in compliance with applicable building, fire, health, safety, and occupancy requirements. County shall also maintain the building, common areas, grounds, parking areas, stairways, and railings in a clean and reasonably safe condition. At the commencement of this Agreement, County represents that, to County's actual knowledge, the Premises may lawfully be occupied for the intended use, required life-safety systems are operational, and County has disclosed to ESD 5 any known condition involving flooding, mold, asbestos, structural instability, or other environmental or safety hazard that could materially interfere with ESD 5's use.

2.13 County shall construct, repair and maintain the Premises so that the Premises will have:

- (1) Effective waterproofing and weather protection of the contents of the Premises by watertight roof, exterior walls, windows, and doors.
- (2) Plumbing facilities that conform to applicable law, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of the ESD 5, capable of producing hot and cold running water, or a system that is under the control of County that produces hot and cold running water furnished to ESD 5 and connected to a sewage disposal system conforming to applicable law.
- (4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Premises, and are maintained in good-working order.
- (5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.
- (6) Fire protection and fire alert systems that conform to applicable law, maintained in good working order.
- (7) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of County kept in every part clean, sanitary, and free from all accumulations of debris.
- (8) Floor, stairways, and railings maintained in good repair, and elevators/escalators (if any) that conform to applicable law, maintained in good working order.
- (9) Landscaping (including, but not limited to all greenery, watering, and maintenance).
- (10) Parking Lot (including painting, striping, paving, etc.) that conforms to applicable law.

ESD 5 shall promptly notify County of conditions requiring repair. County shall respond immediately to an emergency condition affecting life safety, security, water, sewer, electrical service, HVAC, fire protection, or emergency-vehicle operations. County shall commence repairs to a condition materially interfering with ESD 5's use promptly after notice and shall commence routine repairs within a reasonable time after notice. In an emergency, and after reasonable efforts to contact County, ESD 5 may take temporary measures reasonably necessary to protect persons or property, but shall not make a permanent structural repair without County's approval.

2.14 If after ESD 5's notice to County of repairs or maintenance which County has a duty to undertake, County neglects to commence such repairs within thirty (30) business days following written notice from ESD 5, then the ESD 5 may terminate this agreement.

2.15 ESD 5 shall be responsible for repairs or damage to the Premises caused solely by ESD 5's negligent use of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of ESD 5, or the ESD 5's employees, agents, licenses or invitees. In addition, ESD 5 shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Agreement to be removed from the Premises.

2.16 All such construction, modifications, maintenance and/or repairs made by either County or ESD 5 shall be made by duly qualified individuals in a good and workmanlike manner using high quality materials.

2.17 The County at its sole cost and expense, shall be responsible for providing and/or maintaining all other services to the Premises. Construction, modifications, maintenance, and repairs performed by either Party shall be performed by properly qualified persons in a good and workmanlike manner, in compliance with applicable law, and using materials reasonably suitable for the intended use.

ADA Compliance

2.18 County shall be responsible for ensuring Premises comply with the Americans with Disabilities Act (ADA) as amended, including premises-related compliance with applicable accessibility requirements, including accessible routes, entrances, parking, restrooms, and permanent building features. Any contest by the County of any law, rule, order, ordinance, regulation or requirement of the ADA shall be done with due diligence through appropriate legal proceeding at no cost to ESD 5, and shall not subject ESD 5 to criminal/civil prosecutions or penalties or encumbrance the Premises in any way.

Damage or Destruction of Premises

2.19 If the Premises, or any structures or improvements on the Premises, should be damaged or destroyed by fire, tornado, vandalism or other casualty, ESD 5 shall give preliminary verbal notice within reasonable time (generally 24-36 hours) to an appropriate County Official/Administrator. ESD 5 shall provide a factually comprehensive written notice within 48 hours to an appropriate

County Official/Administrator of the damage or destruction, including a description of the damage and, as far as known to ESD 5, the cause of the damage. Should the Premises be so damaged by fire, tornado, vandalism, or other casualty that rebuilding or repairs cannot reasonably be completed within thirty (30) business days from the date of the occurrence of the damage, this Agreement, at the option of the County or ESD 5, shall terminate effective as of the date of said occurrence.

Utilities

2.20 ESD 5, at its sole cost and expense, shall have the responsibility of providing the following services at the Premises: janitorial services, security alarm services, telecommunication/internet services, pest control services and garbage dumpster/collection services.

Taxes

2.21 To the extent the Premises is assessed for ad valorem taxation purposes, County is responsible for rendering and paying all real estate taxes on the Premises.

III. INDEMNIFICATION

3.1 To the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, employees, agents, and volunteers 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.

Nothing in this Agreement waives or alters any governmental immunity, sovereign immunity, official immunity, statutory limitation of liability, defense, or other protection available to either Party or its officers, officials, employees, agents, or volunteers.

IV. MISCELANEOUS

4.1 **Governing Law:** This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Agreement as performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

4.2 **Conflicts 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 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.

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

4.4 **Notice:** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request 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 ESD 5: HC Emergency Services District 5
Attn: Board President
2401 N. Moorefield Rd. Suite A
Mission, Texas 78574**

**With copy to: Krystine Ramon, Legal Counsel
Coveler & Peeler. P.C.
820 Gessner, Suite 1710
Houston, Texas 77024**

**If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd floor
Edinburg, TX 78539**

**With copy to: Hidalgo County, Precinct. #3
Attention: Commissioner
724 N. Breyfogle
P.O. Box 607
Mission, TX 78574**

4.5 **Entire Agreement:** This document contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

4.6 **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.

4.7 **Prior Agreements:** This Agreement supersedes prior written or oral agreements between the Parties only to the extent those agreements concern ESD 5's use of the specific Premises identified in Exhibit A. This Agreement does not amend, supersede, or terminate any other interlocal agreement, emergency-services agreement, funding agreement, or operational agreement between County and ESD 5 unless that agreement is specifically identified in a written amendment approved by both governing bodies.

4.8 **Additional Documents:** The Parties agree that they will use reasonable, good faith efforts to execute each 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.

4.9 **Successors:** This Agreement shall bind and benefit the Parties and their respective governmental successors and permitted assigns.

4.10 **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.

4.11 **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.

4.12 **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 ESD 5 policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

4.13 **Authority to Execute:** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating County and ESD 5 in accordance with its terms.

4.14 **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.

4.15 **Force Majeure:** Neither Party shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Parties and which by the exercise of due diligence Parties are unable, wholly or in part, to prevent or overcome.

4.16 **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.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON Month 00, 2026.

Agenda Item No.

Executive Office:

**HIDALGO COUNTY EMERGENCY
SERVICES DISTRICT NO. 5**

COUNTY OF HIDALGO, TEXAS:

ESD Board President

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM:

ATTEST:

Krystin Ramon, ESD 5 Attorney

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

Robert Viña III, Assistant District Attorney

EXHIBIT A

