

STATE OF TEXAS

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COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF MCALLEN, TEXAS
AND HIDALGO COUNTY, TEXAS**

THIS Agreement is made on this the 3rd day of March, 2015, by and between the **CITY OF MCALLEN, TEXAS** and the **COUNTY OF HIDALGO, TEXAS**, by and through its Department of Health and Human Services, hereinafter referred to as the "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

WHEREAS, McAllen is a city in the County of Hidalgo, State of Texas

WHEREAS, the County and the City of McAllen, Texas desire to provide the South Texas Hurricane Conference for personnel, including emergency response managers, first-line supervisors and administrators who will function as incident commanders, emergency management coordinators, public utility workers, local stakeholders at all levels of government, private sector, public health, non-profit organizations, and any other entity including the volunteers from the general public who respond and provide services in cases of emergencies involving hurricanes, natural disasters and other potential public calamities primarily in mitigation, preparedness, response and recovery;

WHEREAS, the County and City of McAllen, Texas desire to enter into the Agreement in an effort to provide the South Texas Hurricane Conference and make the most efficient use of their resources for necessary training, networking, and professional development as stated herein in the most practicable and efficient manner possible;

WHEREAS, the County will collaborate with the City of McAllen, Texas to provide an adequate facility and services in which to provide the South Texas Hurricane Conference and host the specialized conference described herein;

WHEREAS, the City of McAllen, Texas and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, the City of McAllen, Texas and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. City of McAllen, Texas and the County shall provide up to 900 participants for the South Texas Hurricane Conference at no cost to the participants.
2. City of McAllen, Texas and the County agree to provide a suitable conference facility and exhibit hall in which the South Texas Hurricane Conference will be conducted
3. The South Texas Hurricane Conference will be conducted April 14-15, 2015.
4. City of McAllen, Texas shall provide up to \$5,000 (five thousand dollars) to support the South Texas Hurricane Conference costs.

5. County shall provide a firm fixed fee of Seventy Thousand Dollars (\$70,000) to City of McAllen, Texas for the South Texas Hurricane Conference costs.
6. The costs described in paragraph 5 above include all costs to the County for the venue and management services.
7. **Insurance:** City of McAllen, Texas is self-insured.
8. **Termination.** Either party may terminate this agreement upon thirty (30) days written notice to the non-terminating party for any reason or no reason at all.
9. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of the 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 even the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflicts exists.
10. **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.
11. **Entire Agreement:** The Agreement contains the entire contact among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 by City of McAllen, Texas and the County, and not otherwise.
12. **Liabilities:** "This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither City of McAllen nor Hidalgo County waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties."
13. **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 commercial courier with delivery signature required, and addresses to the parties at the addresses set forth below or at such other addresses as may be theretofore specified by written notice delivered in accordance herewith:

If to City of McAllen, Texas:

City of McAllen
James E. Darling, Mayor
1300 West Houston Avenue,
McAllen, TX 78501
(956) 681-1003

If to the County:

County of Hidalgo
Attn: County Judge
302 W. University Drive
Edinburg, TX 78539
956-318-2600
956-318-2699

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given or all purposes at such time as it is personally delivered to the addressee or, if sent by way of commercial courier, at such time as it is delivered to the commercial courier.

14. **Additional Documents:** The parties hereto warrant 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 the Agreement.

15. **Assignment:** This Agreement shall not be assignable.

16. **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.

17. **Authority to Execute:** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolution, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

18. **Governmental Purpose:** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

19. **Severability:** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of the Agreement, and such part of the Agreement will be deemed to have been stricken hereto from and the remainder of the Agreement will have the same force and effect as if such part or parts had never been included herein.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY, TEXAS

Ramon Garcia
Signature

Ramon Garcia
Name

Hidalgo County Judge
Title

3/3/15
Date

CITY OF MCALLEN, TEXAS

Kevin D. Pagan
Signature

Kevin D. Pagan
Name

City Attorney/EMC
Title

3/3/15
Date

Hidalgo County Clerk

Arturo Guajardo, Jr.
Signature

Arturo Guajardo, Jr.
Name

Hidalgo County Clerk
Title

03/04/15
Date

APPROVED BY
COMMISSIONERS' COURT
ON: 3/3/15