

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF HIDALGO AND
HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3**

This Agreement is made on this the 28th day of April, 2015, by and between HIDALGO COUNTY, TEXAS, hereinafter referred to as "County" and HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3 hereinafter referred to as "District" pursuant to the provisions of the Texas Interlocal Cooperation Act, the follows:

W I N E S S E T H

WHEREAS, District is an Emergency Services District created and operating under the provisions of Chapter 775 of the Texas Health and Safety Code;

WHEREAS, pursuant to the provisions of Section 775.031, of the Texas Health and Safety Code, the District is authorized to construct, lease, own, and maintain real property, improvements, and fixtures necessary to house, repair and maintain emergency services vehicles and equipment;

WHEREAS, pursuant to the provisions of Section 775.031 of the Texas Health and Safety code, the District is authorized to lease, own, maintain, operate, and provide emergency services vehicles and other necessary or proper apparatus, instrumentalities, equipment, and machinery to provide emergency services;

WHEREAS, pursuant to the provisions of Section 775.031 of the Texas Health and Safety code, the District is authorized to contract with other entities, including other districts or municipalities, to make emergency services facilities and emergency services available to the district;

WHEREAS, County and District have previously entered into an Interlocal Agreement for the construction by County of county emergency services facility in the Linn-San Manuel area (the "Facility");

WHEREAS, the Facility upon construction will require the installation of a power generator to provide emergency backup power to Facility;

WHEREAS, County has requested the District fund the purchase and the District desires to fund the purchase of the needed generator;

WHEREAS, the proposed acts are within the purposes and acts authorized for the District pursuant to the powers and duties prescribed by Chapter 775 of the Texas Health and Safety Code for the District;

WHEREAS, the proposed acts herein will benefit and serve the citizens and property within the jurisdiction of the District and County; and

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code Sec. 791.001 et seq., which authorizes local government to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. County agrees to purchase, in accordance with any applicable procurement law, the generator(including installation of same), as specified in the Exhibit "A" and attached hereto and made a part hereof, on behalf of the parties, at the price specified therein on Exhibit "A";
2. District and County agree County shall take possession of and responsibility for the generator upon its purchase to be used by the County at the Linn-San Manuel emergency services facility;
3. District shall reimburse County within ten (10) days after invoice from County in the sum of \$89,456.72 as specified in Exhibit "A".
4. **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 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 times such conflict exists.
5. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
6. **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 the District and County and not otherwise.
7. **TEXAS LAW TO APPLY.** 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.
8. **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 District: Hidalgo County ESD No. 3
Attention: Board President
P. O. Box 3489
Edinburg, Texas 78540

If to County: Hidalgo County
Attention: Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78540-0758

With copy to: Hidalgo County Commissioner Pct. 4
Attention: Joseph Palacios, Commissioner
1102 N. Doolittle Road
Edinburg, Texas 78539

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. **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.
10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
11. **Assignment.** This Agreement shall not be assignable.
12. **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.
13. **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.
14. **Authority to Execute.** The execution and performance of this Agreement by District and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
15. **Governmental Purpose.** Each party hereto is entering into this Agreement for the

EXHIBIT A

Waukesha Pierce Generator cost: \$74,755.02

Contractor cost for installation: \$14,701.70

Total purchase and installation: \$89,456.72

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.

16. **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. Section 271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the last date approving opposite the signature lines of the parties hereto.

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 4/28/15

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: Rudy Zamora
Rudy Zamora, Board President

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §

COUNTY OF HIDALGO §

**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised County has requested upon completion of construction of the Facility will require the installation of a power generator to provide emergency backup power to Facility. District will fund the purchase and District desires to purchase of the needed generator through an Interlocal Cooperation Agreement to be entered into between Hidalgo County and the Hidalgo County Emergency Services District No. 3.

By vote on April 28, 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo
Arturo Guajardo, County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 4/28/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain