

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF
PFLUGERVILLE, TEXAS AND TRAVIS COUNTY EMERGENCY SERVICES
DISTRICT NO. 2**

This Interlocal Cooperation Agreement Between the City of Pflugerville, Texas and Travis County Emergency Services District No. 2 (Agreement) is made pursuant to the Texas Interlocal Cooperation Act on this the ____ day of _____ 2017 (the "Effective Date"), by and between the City of Pflugerville, Texas, a Texas home rule municipality (the City) and Travis County Emergency Services District No. 2, a Texas emergency services district created under Chapter 775 of the Texas Health and Safety Code (the District). The City and the District may be referred to singularly as "Party" or jointly as the "Parties."

WHEREAS, the City regularly participates in development projects that may include the offer of economic development incentives to businesses seeking to locate and construct facilities within the City of Pflugerville, Texas; and

WHEREAS, the District is impacted both by the obligation to serve and the benefits of the related development to the District and cooperation with the City of Pflugerville, Texas in the development of these projects and incentives will benefit the District; and

WHEREAS, the Parties believe their collaborative efforts will improve and promote economic development, promote local economic development, stimulate business and commercial activity, continue to reduce ad valorem tax burden by diversifying revenue sources, enhance the provision of emergency services through improved infrastructure, including but not limited to new roads and prospective station sites, and thereby benefit both the City and the District.

WHEREAS, the City and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act (Act), Chapter 791 of the Texas Government Code, which authorizes local governments to contract with each other to perform governmental functions in with the City and the District are mutually interested.

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

1. *Recitals Incorporated herein.*

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the Parties and made a part hereof for all purposes and findings of fact.

2. *Purpose.*

The purpose of this Agreement is for the Parties, collectively, to negotiate, cooperation and work to develop economic incentives to desirable businesses seeking to locate within the City of Pflugerville, Texas.

3. *Term and Termination.*

The initial term of this Agreement shall be for a twelve month period and shall automatically renew annually, unless terminated either party. Either Party may terminate this agreement at any time and for any reason by providing notice of such termination to the other Party.

4. *Designation of Economic Development Manager.*

The Parties designate the City Manager of the City to be the Economic Development Manager under this Agreement to serve as a representative of the ESD to present economic incentives to desirable businesses seeking to locate within the City of Pflugerville, Texas.

5. *Duties of the Economic Development Manager.*

5.1 The Economic Development Manager is responsible for communicating and negotiating economic development incentives to desirable businesses seeking to locate within the City of Pflugerville, Texas.

5.2 The Economic Development Manager shall receive and transmit information and instructions regarding economic development prospects and agreements between the Parties.

5.3 The Economic Development Manager shall report to the Parties as requested and as may be reasonably required to inform each of them regarding economic development prospects and incentives involving desirable businesses seeking to locate within the jurisdiction of the Parties.

5.4 The Economic Development Manager shall provide proposed economic development incentive agreements to the Parties for discussions, negotiations, and finalization.

5.5 The Economic Development Manager has proposal authority only, and does not have authority to obligate or otherwise enter into any contracts or agreements under this Agreement, unless specifically authorized to do so by action of the governing body of the entity. Any and all economic development related agreements, if any, shall be entered into by the Parties by independent action of the governing body.

6. *Current Revenues.*

Participation in this collaborative agreement serves a public purpose and has no anticipated direct cost to the parties. In the event there are any costs, direct or indirect, such cost shall be presented to the parties for approval before expended. Otherwise, Each Party has no monetary obligation hereunder. To the extent any are later approved, such shall be payable only and solely from the current revenues appropriated for that fiscal year and available for the performance of such obligations.

7. *Assignment.*

The Agreement shall not be assigned or transferred by any Party.

8. *Entirety of this Agreement.*

This Agreement constitutes the entire Agreement and understanding between the Parties as approved by their respective governing bodies and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties.

9. *Jurisdiction and Venue.*

The parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be in a district court located in Travis County, Texas.

10. *Severability.*

In the event any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable term shall be construed in a manner that gives force and effect, to the fullest extent possible, to all other provisions in this Agreement. If any invalid or unenforceable term cannot be construed to render it valid and enforceable, that portion shall be construed as narrowly as possible and shall be severed from this Agreement, and the remainder of this Agreement (including the remainder of the section, paragraph, subparagraph, sentence, or provision containing any invalid or unenforceable words) shall remain in effect to the fullest extent possible.

11. *Notices.*

Any notice, request, or communication required or appropriate to be given under this Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail Return Receipt Requested. Notices delivered by any other means (e.g., facsimile, electronic mail, courier) shall be deemed delivered upon receipt of a successful facsimile, electronic mail, or courier confirmation report by the addressee. Routine communications may be made by first class mail, facsimile, or other commercially accepted means. Notices to the City and the District shall be addressed as follows:

City of Pflugerville, Texas
City Manager
100 East Main Street
Pflugerville, Texas 78660

Travis County ESD No. 2
Board President
203 East Pecan St.
Pflugerville, Texas 78660

12. *Governmental Immunity.*

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither the City nor the District waives, modifies, or alters to any extent

whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

13. *Execution of this Agreement.*

The Parties shall submit certified documentation of approvals by their governing bodies authorized to execute this Agreement. This Agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement.

14. *Other Instruments.*

The Parties agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purpose of this Agreement.

15. *Force Majeure.*

Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a party's costs, but not its ability to perform. The Party invoking Force Majeure shall give prompt, timely and adequate notice to the other Party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective date written above.

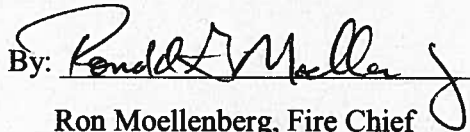
CITY PFLUGERVILLE, TEXAS

TRAVIS COUNTY ESD NO. 2

By: _____

Brandon Wade, City Manager

Date: _____

By:  _____
Ron Moellenberg, Fire Chief

Date: 6/5/2017