

**AGREEMENT BETWEEN  
HAYS COUNTY AND THE CITY OF SAN MARCOS**

**THIS AGREEMENT** (this “Agreement”) is made and entered into by and between Hays County, Texas, a political subdivision of the State of Texas (hereinafter referred to as the “County”), by and through its County Judge, and the City of San Marcos, a municipal corporation of the State of Texas (hereinafter referred to as “City”), by and through its City Manager.

**WHEREAS**, the City in its position a 2005 Wells Cargo Trailer that is no longer being used; and

**WHEREAS**, the County operates a hazmat response team that wishes to use the trailer to provide better services within the City of San Marcos; and

**WHEREAS**, The City intends to provide the County with such trailer so that the County’s hazmat response services may be better provided within the City of San Marcos

**NOW, THEREFORE**, the County and the City mutually agree as follows:

**I. TERMS OF AGREEMENT**

1. The City shall provide title to the 2005 Wells Cargo Trailer (City ID# 52-507), as described in the attached Requesting Letter, Exhibit A, the County within a reasonable time following the execution of this agreement.

2. The County will use the 2005 Wells Cargo Trailer in its countywide HazMat Emergency response services. This includes providing such services within the city limits of the City of San Marcos.

**II. GENERAL PROVISIONS**

1. **Notice:** All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

(a) Notices sent pursuant to this Agreement shall be sent to the County

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:

Bert Lumbreras  
City Manager  
City of San Marcos  
630 East Hopkins Street  
San Marcos, Texas 78666

2. **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
3. **Governing Law.** This Agreement will be governed by and construed under the laws of the State of Texas. Any controversy, claim or dispute arising out of or relating to this Agreement will be brought in any court of competent jurisdiction in the state of Texas for trial.

**EXECUTED THIS** \_\_\_\_ day of \_\_\_\_\_, 2018.

**HAYS COUNTY**

By: \_\_\_\_\_  
HAYS COUNTY JUDGE

Attest:

\_\_\_\_\_ Date: \_\_\_\_\_  
Hays County Clerk

**EXECUTED THIS** \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF SAN MARCOS**

By: \_\_\_\_\_  
Bert Lumbereas  
CITY MANAGER

Attest:

\_\_\_\_\_ Date: \_\_\_\_\_  
City Clerk