

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
AND HIDALGO COUNTY**

This Agreement made on this _____ day of _____, 2008, by and between the **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL** hereinafter referred to as "LRGVDC," and the Hidalgo County Health Department, hereinafter referred to as the "Hidalgo County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County is a form of county government in Hidalgo County, Texas;

WHEREAS, LRGVDC is a Regional Planning Agency formed under Texas Law;

WHEREAS, LRGVDC and Hidalgo County, each pursuant to its statutory and constitutional authority, are responsible for the safety of the citizens within their respective boundaries, and are desirous that the necessary equipment and services are available;

WHEREAS, in 2006 LRGVDC participated in the State of Texas assessment of the risk to Texas communities from terrorist's use of Weapons of Mass Destruction (WMD), (the "Assessment").

WHEREAS, the Assessment was the basis of a statewide strategy to assist local communities through grants administered through the Federal Emergency Management Agency (FEMA) for the purchase of necessary equipment (the "Equipment") which would enable communities to respond should such a threat or emergency occur;

WHEREAS, LRGVDC applied for and received grants for the Equipment from the Metropolitan Medical Response System through FEMA, hereinafter referred to as the "MMRS FEMA FY 2006 Grant;"

WHEREAS, the Equipment was purchased by the LRGVDC through the MMRS FEMA FY 2006 Grant and delivered to the possession of the LRGVDC;

WHEREAS, the Equipment will remain the property of FEMA and in LRGVDC's inventory records until Feb 28, 2011, at which time the Grant will be closed;

WHEREAS, the LRGVDC has the desire to combine resources for the purpose of increasing the region's ability to respond to certain emergencies through the Hidalgo County;

WHEREAS, the LRGVDC desires to transfer certain Equipment as described in Appendix "A" attached hereto to Hidalgo County as a permanent loan according to LRGVDC and Federal guidelines;

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

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

1. In order to fulfill the goals of regional efforts to emergency response, the parties agree that the DECON Trailer Interoperability Communication Equipment described in Appendix "A" attached hereto, will be made readily available region wide for the purpose of responding to both manmade and natural disasters if requested under mutual aid.
2. The parties understand that FEMA will retain ownership of the Equipment listed in Appendix "A" until February 28, 2011, at which time the Hidalgo County through the LRGVDC's permanent loan will obtain ownership of the Equipment.
3. Hidalgo County agrees to, at a minimum, provide the equivalent insurance coverage for all such Equipment listed in Appendix "A" through February 28, 2011;
4. Hidalgo County agrees to maintain and repair the equipment listed in Appendix "A" in good working condition for the life of the Equipment and agrees to pay for any and all yearly maintenance agreements for Equipment as applicable.
5. Hidalgo County agrees to notify LRGVDC in writing within ten (10) days should Equipment be lost, stolen, or otherwise made unusable prior to February 28, 2011.
6. Hidalgo County agrees to provide an annual accounting of the Equipment to the LRGVDC for the purposes of Grant reporting through February 28, 2011. LRGVDC agrees it will provide Grant reporting to FEMA as required under the Grant.

7. Hidalgo County agrees to tag DECON Trailer Interoperability Communication Equipment with appropriate and identification labels in accordance with Hidalgo County Procedures.
8. The LRGVDC and Hidalgo County agree to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to any parts or supplies needed to maintain operability of equipment.
9. **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 this 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 provision of this Agreement shall be modified only to extent to bring them within the legal requirements and only during the times such conflict exists.
10. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the 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.** 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 LRGVDC and Hidalgo County, and not otherwise.
12. **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 WITHIN CAMERON, HIDALGO, WILLACY AND STARR TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN CAMERON, HIDALGO, WILLACY AND STARR, TEXAS.

13. **Governing Provisions.** The Hidalgo County shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment are listed below:

A. Administrative Requirements

1. OMB Circular A-102, State and Local Governments (10/07/94, amended 08/29/97)
2. OMB Circular A-87, State and Local Governments (05/04/95, amended 08/29/97)

B. Audit Requirements.

OMB Circular A-133, State, Local Governments and Non-Profit Organizations (06/24/97, includes revisions published in the *Federal Register* 06/27/03)

14. **Notice.** Except as many 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 LRGVDC: Attention: Kenneth N. Jones, Jr.
Executive Director
311 North 15th
McAllen, Texas 78501

If to Hidalgo County: Attention: JD Salinas III
County Judge
Hidalgo County
100 E. Cano St.
Edinburg, Texas 78539

ADDL' COPY TO: Attention: Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health Department
1304 South 25th Street
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.

- 15. 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.
- 16. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this Agreement.
- 17. Assignments.** This Assignment shall not be assignable.
- 18. 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 any paragraph hereof.
- 19. 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.
- 20. Authority to Execute.** The execution and performance of this Agreement by LRGVDC and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of LRGVDC and Hidalgo County in accordance with its terms.
- 21. 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.

22. **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. §271.903.

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

Hidalgo County

Lower Rio Grande Valley Development Council

JD Salinas III,
Hidalgo County Judge

Kenneth N. Jones, Jr.,
Executive Director

Recommended by:

Eduardo Olivarez, Chief Administrative Officer
Hidalgo County Health Department

Appendix "A"

Hidalgo County Health Department
DECON Trailer Interoperability Communication Equipment List

Qty.	Description
1	Mobile, M7 100-IP, 806-870MHz, 35W Feature Set, ProVoice Radio Feature, ExtNet, Roaming Software Control Unit, System, Remote Mount Microphone, Standard Kit, Accessory, Remote Mount, 50W TX & Less Antenna, gain, mobile External speaker, toggle switch, wiring, relay kit