

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
AND HIDALGO COUNTY
(FY2010 MMRS – Hidalgo County Public Health Regional Preparedness Equipment)**

This Agreement made on this _____ day of _____, 2011, by and between the **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL** hereinafter referred to as “LRGVDC,” and **Hidalgo County**, 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, LRGVDC applied for and received grants for the equipment from the Metropolitan Medical Response System (MMRS) through the FY2010 Homeland Security Grant Program (SHSP), hereinafter referred to as the “FY 2010 MMRS Grant;”

WHEREAS, the Equipment was purchased by the LRGVDC through the FY 2010 MMRS Grant and delivered to the possession of the Hidalgo County;

WHEREAS, the Equipment will remain the property of the Federal Emergency Management Agency (FEMA) and in LRGVDC’s inventory records until February 28, 2016 or otherwise specified by the State Administrative Agency (SAA) at which time the Grant will be closed;

WHEREAS, the Lower Rio Grande Valley Region has the desire to combine resources for the purpose of increasing the region’s ability to respond to all emergencies and disasters, natural and man-made, through Hidalgo County;

WHEREAS, the LRGVDC desires to transfer certain equipment as described in Appendix “A” attached hereto to Hidalgo County as a permanent loan asset 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 LRGVDC regional efforts to emergency response, the parties agree that the equipment described in "Appendix A – Equipment Inventory List" attached hereto, will be made readily available, region and state wide for the purpose of responding to both manmade and natural disasters if requested under mutual aid.
2. The parties understand that the FEMA will retain ownership of the equipment listed in Appendix "A" until February 28, 2016 or otherwise specified by the State Administrative Agency, at which time Hidalgo County through the LRGVDC's permanent loan will obtain ownership of the equipment.
3. Hidalgo County agrees to meet eligibility status upon receiving grant funded equipment and must maintain eligibility status in accordance with the SAA eligibility requirements.
4. Hidalgo County agrees to, at a minimum; provide the equivalent insurance coverage for all such equipment listed in Appendix "A".
5. 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.
6. Hidalgo County agrees to notify LRGVDC in writing within ten (10) days should equipment be lost, stolen, or otherwise made unusable.
7. Hidalgo County agrees to provide an annual accounting of the equipment to the LRGVDC for the purposes of grant reporting. LRGVDC agrees it will provide Grant reporting to FEMA as required under the grant.
8. Hidalgo County agrees, within 60 days of receiving equipment, to tag equipment with appropriate identification labels in accordance with Hidalgo County Procedures and grant guidance tag requirements. (Homeland Security Grant Equipment and Grant Year, example: FY2010 HSGP/MMRS).
9. 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.
10. **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, *Appendix B – Federal Grant Award Number 2010-SS-T0-0008, and Appendix C – Terms and Conditions” of the FY2010 Homeland Security Grant Program (HSGP)* prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.

11. **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.
12. **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.
13. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE WITHIN CAMERON, HIDALGO, WILLACY AND STARR COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN CAMERON, HIDALGO, WILLACY AND STARR COUNTY, TEXAS.
14. **Governing Provisions.** This Interlocal Agreement shall be governed by and constructed in accordance with the laws of the State of Texas, and the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas. 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 (10/14/94, amended 08/29/97)
 2. OMB Circular A-87, State and Local Governments (05/04/95, amended 05/10/04)
 - 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)

15. **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
301 W. Railroad ST.
Weslaco, Texas 78596

If to Hidalgo County: Attention: Honorable Ramon Garcia
County Judge, Hidalgo County
1615 S. Closner Suite J
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.

16. **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.

17. **Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns where permitted by this Agreement.

18. **Assignments.** This Assignment shall not be assignable.

19. **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.

20. **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 as often as may be appropriate.

21. **Authority to Execute.** The execution and performance of this Agreement by LRGVDC and Hidalgo County 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.
22. **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.
23. **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.
24. **Indemnification Clause.** To the extent permitted by the Texas Constitution and Texas State Laws, each party shall indemnify and hold the other party, its affiliated entities, and their respective directors, officers, employees, agents, and representatives, harmless from and against any claims, liabilities, damages, and expenses arising out of the indemnifying party's act or omissions, or the acts omissions of the indemnifying party's employees, students, faculty, staff, agents or representatives, under this Agreement, excluding claims, liabilities, damages, expenses resulting from the negligence or willful misconduct of the other party, its employees, students, faculty, staff, agents or representatives.

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

County of Hidalgo

Lower Rio Grande Valley Development Council

Honorable Ramon Garcia
County Judge, Hidalgo County

Kenneth N. Jones, Jr.,
Executive Director

Texas Division of Emergency Management

**State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement**

Transferred From: Lower Rio Grande Valley Development Council
Name of Organization (Homeland Security Grant Sub-Recipient)
301 W. Railroad ST., Weslaco, Hidalgo, 78596
Street/Mailing Address, City, County, Zip
Kenneth N. Jones, Jr., Executive Director
Printed Name and Title

Transferred To: Hidalgo County Public Health, Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)
1615 S. Closner, Edinburg, TX 78539
Street/Mailing Address, City, County, Zip
Honorable Ramon Garcia, Judge
Printed Name and Title

Sign Here →

Signature Date

This is to certify that the property described below was acquired by the expenditure of:
FY2010 Metropolitan Medical Response System

(name and year of grant)
funds awarded to the above named Homeland Security Grant Sub-Recipient(Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description:	<u>Hidalgo County Public Health Regional Preparedness Project</u>
Item Control Number:	<u>Refer to Appendix A</u>
Serial Number/VIN:	<u>Multiple Refer to Appendix A</u>
Model Number:	_____
Acquisition Date:	<u>November 17, 2011</u>
Unit Cost:	<u>\$27,766.07</u>

This form is provided for the benefit of grant administration. GDEM/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.


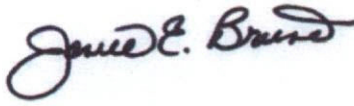

Hidalgo County Public Health		LRGVDC MMRS FY 2010 Funds			
Description	Total Quantity	Received		AEL Code	Serial Number
Cold water pressure washer, 5.0 HP, 2000 PSI	3	11/15/2011		03SR-02-SPRY	10608964, 10612922, 10612964
Fire extinguisher Dry chemical, ABC	9	11/15/2011		030E-04-EXAC	NO Serial Numbers noted
Cross cut shredder, 15 sheet capacity	6	11/15/2011		06CP-06-SHRD	000000568, 349, 215, 241, 030, 570
First Aid Kit, 50 person	9	11/15/2011		030E-03-KTFA	8 were inventoried, 1 was damaged and requested replacement. No serial numbers noted.
Tents - 20x10	10	11/15/2011		19GM-00-HSSF	10 tents with frames were accounted for. No serial numbers noted.
10" Polyester zippered sidewall for tents	40	11/15/2011		19GM-00-HSSF	40 sidewalls were accounted for. No serial numbers noted.
Flat bottom water tank (square) 150 gallon	3	11/15/2011		19GN-00H20D	3 tanks were accounted for. Model number: 41951592
Booster battery charger	3	11/15/2011		10BC-0-SOLR	1YMN2A, Model number for three (3) battery chargers.
Ironkey Flash Drive of the coordinated NIMS Incident Planner	2	11/15/2011		04AP-05-CDSS	Model #: SKUD2-5200-504-2FIPS S/N: 00783281 and S/N: 00781660
Desktop versions of the coordinated NIMS incident Planner	2	11/15/2011		04AP-05-CDSS	NO Serial Numbers noted. Two CD's (software) were accounted for.
RICOH G700SE Camera's (package)	2	11/9/2011		04AP-05-CDSS	2 Ricoh G700SE Cameras w/battery charger, S/N: WN03103025, WN03101707. 2 Ricoh GP-1-GPS w/compass for G700SE Camera S/N: WP13102456, WP13102458. 2 San Disk 2GB Micro SD Cards. 2 medium cases. 2 Battery chargers

Project Request Total:

\$23,537.25

LRGVDC MMRS Funding

\$27,766.07

	Texas Department of Public Safety							
	2010 Sub-Recipient Award for Lower Rio Grande Valley Development COG							
Date of Award								
October 20, 2010								
1. Sub-Recipient Name and Address	2. Prepared by: Seals, Freddie	3. SAA Award Number: 10-SR 99013-01						
Executive Director Ken Jones, Jr. Lower Rio Grande Valley Development COG 311 N. 15th McAllen, TX 78501-4705	4. Federal Grant Information							
	Federal Grant Title:	Homeland Security Grant Program (HSGP) Metropolitan Medical Response System (MMRS)						
	Federal Grant Award Number:	2010-SS-T0-0008						
	Date Federal Grant Awarded to TxDPS:	August 1, 2010						
Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate							
5. Award Amount and Grant Breakdowns								
MMRS Award Amount (Federal) CFDA: 97.071 \$317,419.00	<table border="1"> <thead> <tr> <th colspan="2">Grant Period:</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">From: Aug 1, 2010</td> <td style="text-align: center;">To: Jul 31, 2012</td> </tr> <tr> <td colspan="2" style="text-align: center;">(The SAA must receive all invoices by the end of grant period)</td> </tr> </tbody> </table>		Grant Period:		From: Aug 1, 2010	To: Jul 31, 2012	(The SAA must receive all invoices by the end of grant period)	
Grant Period:								
From: Aug 1, 2010	To: Jul 31, 2012							
(The SAA must receive all invoices by the end of grant period)								
6. Statutory Authority for Grant: This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83).								
7. Method of Payment: Primary method is reimbursement.								
8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0								
9. Agency Approval								
Approving TxDPS Official:	Signature of TxDPS Official:							
Janice E. Bruno, Administrator State Administrative Agency Texas Department of Public Safety								
10. Sub-Recipient Acceptance								
I have read and understand the attached Terms and Conditions.								
Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:							
Kenneth N. Jones, Jr. Executive Director Lower Rio Grande Valley Development Council								
11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:		12. Date Signed :						
74-1586916		11/23/10						
13. DUE DATE: December 4, 2010								
Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.								

921 E. PECAN BLVD.
 MCALLEN, TX 78501-5710
 www.grainger.com

GRAINGER ACCOUNT NUMBER 827564972
 INVOICE NUMBER 9689135755
 INVOICE DATE 11/17/2011
 DUE DATE 12/17/2011
 AMOUNT DUE 21,180.92

SHIP TO
 LOWER RGV DEVELOPMENT COU
 1304 S 25TH AVE
 EDINBURG, TX 78542-7205

PO NUMBER: 14323
 CALLER: CAROLINA LEAL
 CUSTOMER PHONE: (956) 682-3481
 ORDER/DELIVERY#: 6180949466
 INCO TERMS: FOB ORIGIN

BILL TO
 MDG2010 00033228 1 MB 0390



LOWER RGV DEVELOPMENT COU
 301 W RAILROAD ST
 WESLACO, TX 78596-5104

**THANK YOU!**

FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 956-682-6321

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	BACK ORDERED	UNIT PRICE	TOTAL
	41951592	150-GAL FLAT BOTTOM PORTABLE WATER TANK 4812599093 ✓	3		300.04	900.12
	41951593	MANUFACTURER # A-SPO150-RT IRONKEY FIC/EOC VERSION OF THE COORDINAT ✓ 4812599094	2		2,793.00	5,586.00
	41951594	MANUFACTURER # CNIP IRONKEY DESKTOP FIC/EOC VERSION OF THE COORDINAT ✓ 4812599094	2		1,995.00	3,990.00
	41965821	MANUFACTURER # CNIP DESKTOP ECLIPSE II, 10X20 HS SHELTER ✓ 4812615463	10		678.68	6,786.80
	41965822	MANUFACTURER # H-CLF20 SIDEWALL, 10FT FBRC CLR WHITE ✓ 4812615463	40		97.95	3,918.00
		MANUFACTURER # H-10WCU				

NUMBER OF PKGS: 1 WEIGHT: 0.00
 DATE SHIPPED: 11/17/2011
 CARRIER: UNITED PARCEL SERV FRT

INVOICE SUB TOTAL 21,180.92

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

PAYMENT TERMS NET 30 DAYS. PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE 21,180.92

▲ **PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.** ▲

BILL TO:
 LOWER RGV DEVELOPMENT COU
 301 W RAILROAD ST
 WESLACO, TX 78596-5104

REMIT TO:
 GRAINGER
 DEPT. 827564972
 P.O. BOX 419267
 KANSAS CITY, MO 64141-6267

8275649729689135755100211809210000001000000100000011121734

X

ACCOUNT NUMBER
 827564972

DATE
 11/17/2011

INVOICE NUMBER
 9689135755

AMOUNT DUE
 21,180.92

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE.

921 E. PECAN BLVD.
MCALEN, TX 78501-5710
www.grainger.com

GRAINGER ACCOUNT NUMBER 827564972
INVOICE NUMBER 9689135748
INVOICE DATE 11/17/2011
DUE DATE 12/17/2011
AMOUNT DUE 3,801.15

SHIP TO
LOWER RGV DEVELOPMENT COU
1304 S 25TH AVE
EDINBURG, TX 78542-7205

PO NUMBER: 14323
DEPARTMENT: GRANT CODE 206911
PROJECT/JOB: HIDALGO PUBLICHEALTH
CALLER: VICTOR MORALES
CUSTOMER PHONE: (956) 682-3481
ORDER/DELIVERY#: 6180948205
INCO TERMS: FOB ORIGIN

BILL TO
MDG2010 00033228 1 MB 0390

LOWER RGV DEVELOPMENT COU
301 W RAILROAD ST
WESLACO, TX 78596-5104



THANK YOU!

FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL 956-682-6321

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	BACK ORDERED	UNIT PRICE	TOTAL
	3WB97	PRESSURE WASHER MANUFACTURER # GC-2003-0MHB ✓	3		412.78	1,238.34
	4T889	EXTINGUISHER, 10 LB MANUFACTURER # PRO10TCM ✓	9		42.28	380.52
	1DYZ6	PAPER SHREDDER, CROSS-CUT, 18 TO 21 SHEETS MANUFACTURER # X18 ✓	6		188.56	1,131.36
	6XND8	FIRST AID KIT, PEOPLE SERVED 50, ANSI MANUFACTURER # 242-AN ✓	9		80.16	721.44
	1YMN2	JUMP STARTER, BOOSTER/AIR COMPRESSOR MANUFACTURER # 1YMN2 ✓	3		109.83	329.49

For LRGVDC Finance Dept
[Signature]
Approved Homeland Security
[Signature]
Date 11/21/11

NUMBER OF PKGS: 6 WEIGHT: 780.30 INVOICE SUB TOTAL 3,801.15
DATE SHIPPED: 11/17/2011
CARRIER: UNITED PARCEL SERV FRT

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

PAYMENT TERMS NET 30 DAYS. PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE 3,801.15

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.

BILL TO:
LOWER RGV DEVELOPMENT COU
301 W RAILROAD ST
WESLACO, TX 78596-5104

REMIT TO:
GRAINGER
DEPT. 827564972
P.O. BOX 419267
KANSAS CITY, MO 64141-6267

827564972968913574810003801151000000010000000100000011121711

X

ACCOUNT NUMBER 827564972 DATE 11/17/2011 INVOICE NUMBER 9689135748 AMOUNT DUE 3,801.15

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE.

SDG Systems, LLC

330 Perry Highway
Suite 200
Harmony, PA 16037

Invoice

Date	Invoice #
11/3/2011	4945

Bill To
Lower Rio Grande Valley Dev. Council Attn: Carolina 301 W. Railroad St. Weslaco, TX 78596

Ship To
LRGVDC 301 W. Railroad St. Weslaco, TX 78596

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
14380	Net 30		11/3/2011	UPS		
Quantity	Item Code	Description			Price Each	Amount
2	RICOH-174393	Ricoh G700SE Camera with battery and charger (List \$949) WN03103025 WN03101707			849.00	1,698.00T
2	RICOH-174533	Ricoh GP-1-GPS with Compass for G700SE Camera WP13102456 WP13102458			479.00	958.00T
2	SDSDQ-2048-A1...	San Disk 2GB Micro SD card			19.00	38.00T
2	DOL-WB-3590	Dolica WB-3590 medium camera case			25.00	50.00T
2	Wind-CA300	Ricoh G700SE Desktop DB-65 Battery Charger, includes 12 volt cigarette lighter adapter			20.00	40.00T
	Shipping Charge	Free Ground Shipping 1Z47Y30A0393495035			0.00	0.00
<p>For LRGVDC Finance Dept. Approved Homeland Security Date <u>11/15/11</u></p> <p>PAID</p>						
Subtotal						\$2,784.00
Sales Tax (0.0%)						\$0.00
Total						\$2,784.00
Balance Due						\$2,784.00

Upgrade due to discontinued 500SE series

Phone #
1-724-452-9366

E-mail
renee@sdgsystems.com