

STATE OF TEXAS
COUNTY OF HIDALGO

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

**For Regional Projects FY 2007 Public Safety
Interoperable Communications Grant**

This Agreement is made on this 28th day of September, 2010 by the Lower Rio Grande Valley Development Council and Hidalgo County.

Article 1: Parties & Purpose

- 1.1 The Lower Rio Grande Valley Development Council is a political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965 as amended by chapter 391 of the Local Government Code (the "LRGVDC"). The LRGVDC is a member of the Regional Planning Commission ("RPC") which is authorized to implement regional interoperable communications strategy within the region.
- 1.2 For purposes of this Agreement "LRGVDC" and "RPC" shall be used interchangeably.
- 1.3 The RPC is currently working under the Statewide Communications Interoperability Plan ("SCIP") to establish and maintain regional interoperability communications in the State Planning Region.
- 1.4 Hidalgo County (County") operates regional interoperable communications equipment that assists in implementing the SCIP.
- 1.5 The Texas Division of Emergency Management ("TDEM"), State Administrative Agency ("SAA") is the oversight and funding authority for the RPC to enhance and meet the goals and objectives of the SCIP.
- 1.6 This Agreement is entered into between the LRGVDC and County so that the County can participate in the enhancement of regional interoperable communications systems in the region and perform maintenance activities on same.

Article 2: Stipulations

- 2.1 As required by the FEMA PSIC 2007 Grant #2007-GS-H7-0044 that has been executed between the RPC and TDEM/SAA, the LRGVDC through the RPC enters into this Agreement for the planning, development, operation, and

provision of the use of interoperable communications equipment, funding and adherence to applicable law.

- 2.2 The RPC and County, will comply with applicable provisions of the State's Uniform Grant Management Standards (UGMS) and at a minimum, the parties of this Agreement agree as follows::

Article 3: County agrees:

- 3.1 To reimburse the RPC and/or FEMA/TDEM/SAA for damage to the interoperable communications equipment caused by intentional misconduct, abuse, misuse, or negligence by County employees; though this provision shall not include ordinary wear and tear or ordinary day-to-day use of equipment;
- 3.2 Subject to the obligation of County to withhold disclosure of information, TDEM/SAA or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the FEMA PSIC 2007 Grant #2007-GS-H7-0044 and interoperable communications, belonging to or in use by County, or by any other entity that has performed or will perform interoperable communications activities;
- 3.3 To recognize that the TDEM/SAA reserves the right to perform on-site monitoring of the RPC and or its performing local governments, including County, of interoperable communications equipment or compliance with applicable law, and the TDEM/SAA and County, agree to cooperate fully with such on-site monitoring;
- 3.4 To continue to provide adequate insurance policies on such equipment located at:

Site 1: Address 1: ^{1/4 (West)} M. North SH281, Linn Coordinates: ASR# 1223124 26-33-22.3N 98-07-34.0W

Site 2: Address 2: ^{FM2221 on} 1/2 M. West of Hwy 83 Coordinates: ASR# 1223120 26-17-57.0N 98-30-12.6W

Site 3: Address 3: ^{1807 FLANNING RD.} McALLEN Coordinates: ASR# 1223125 26-15-24.3N 98-13-52.0W

The County shall also provide for the replacement of the equipment in cases of loss or damage where applicable or not otherwise covered under the warranty contract (natural or man-made damages). The funding source to cover natural damages otherwise not covered under existing warranty will be from funding made available from within the LRGVDC's jurisdiction, or, and if available, from the funding mechanism and/or contributions collected by the LRGVDC from jurisdiction(s) within the LRGVDC;

- 3.5 County shall maintain partial control with the LRGVDC over property and equipment at locations listed in Section 3.4 until the expiration date of the federal grant guidelines (normally three years from the date of the project implementation, and/or closing date of the grant. Three years from the closing date is January 31, 2014). Partial control as to the LRGVDC is limited to inspections and audits to equipment under federal guidelines;
- 3.6 To maintain a cooperative working relationship with RPC and the TDEM/SAA for effective management and properly integration of the interoperable communications equipment;
- 3.7 To the extent applicable, will abide by all equipment specifications of RPC under the Contracts and Agreements between TDEM/SAA and RPC as such Contracts are listed in **Attachment A. (FEMA Public Safety Interoperable Communications (PSIC) 2007 Grant #2007-GS-H7-0044)**;
- 3.8 To report any lost or stolen equipment to the RPC as soon as possible, and any such loss or theft shall be dully investigated by County and RPC immediately;
- 3.9 To keep a log of all trouble reports and make copies available to TDEM/SAA and RPC as needed;
- 3.10 To notify RPC of any and all major service-affecting issues or issues needing escalation within a service provider's organization. "Escalation" is defined as other than norm or routine maintenance causing downtime.
- 3.11 To allow the TDEM/SAA and RPC to inspect and copy, during normal business hours, at County offices, the interoperable communications list and equipment. The TDEM/SAA and RPC is also entitled to visit County offices, talk to its personnel and audit all associated records and equipment during normal business hours, to assist in evaluating County's performance under this Agreement;
- 3.12 To maintain accurate fiscal records and supporting documentation of all TDEM/SAA funds with specific detail for TDEM/SAA funds received or spent relating to regional interoperable communications activities, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or TDEM/SAA Grant rules, and as approved by the RPC;
- 3.13 To be responsible for any additional or re-occurring costs after installation or project completion, maintenance, upkeep, care, re-programming, and replacement of interoperable communication equipment and parts authorized to be purchased;
- 3.14 To abide by all applicable federal and state laws and regulations and all protocols, channel assignments, talk group assignments and operating rules

established by the counties involved with the State Homeland Security Strategic Plan and SCIP;

- 3.15 To adhere to proper dissemination and transfer of documents procedures;
- 3.16 Acquisition of applicable licenses for the PSIC equipment and/or site(s);
- 3.17 Through collaboration with the LRGVDC and jurisdictions in the region assist in establishing a funding mechanism and/or contribute on a yearly basis to the interoperable communications fund for the purpose of offsetting interoperable communication maintenance and upkeep costs associated with regional interoperable communication projects;
- 3.18 To comply with the Communication Assets Survey and Mapping ("CASM") requirements within 90 days of equipment installation;
- 3.19 To tag and inventory all property and equipment with identification labels identifying grant name and year (FY2007 PSIC GRANT) and provide a complete and accurate listing of serial numbers and part numbers of equipment to the LRGVDC;
- 3.20 To conduct a physical inventory on an as needed basis, for submission and review and take ownership and complete control of interoperable communications equipment to be installed at tower sites (McAllen and La Joya sites) after January 31, 2011 or expiration of federal grant guidelines under the Federal FEMA PSIC 2007 Grant #2007-GS-H7-0044. All interoperable communications equipment for which the County shall be responsible is described in Exhibit "A" attached hereto and incorporated herein for all purposes.
- 3.21 To designate by name or title a single point of contact to address future issues concerning interoperable communications equipment listed under FEMA PSIC 2007 Grant #2007-GS-H7-0044;

Article 4: LRGVDC Agrees:

- 4.1 To establish ownership of all interoperable communication equipment located within the Hidalgo County, Texas jurisdiction, equipment list provided, **Attachment B. (Motorola Equipment List)** The RPC may maintain administrative ownership (for auditing and compliance purposes); RPC agrees to transfer complete ownership to County after the length of time for which it is required to by the TDEM/SAA. The RPC should evaluate the adequacy of controls of the prospective receiver to ensure that sufficient controls and security exist by which to protect and safeguard the equipment purchased with FEMA, PSIC 2007 Grant #2007-GS-H7-0044 funds for the purpose of delivery of regional interoperable communications;

- 4.2 To fully cooperate with all monitoring requests from TDEM/SAA for the purposes of addressing and evaluating the regional performance of the interoperable communications system;
- 4.3 To notify County by telephone or electronic correspondence (email) at least 24 hours in advance of any intended visit for the purpose described in paragraph 3.11. Upon receipt of such notice, County agrees to notify the appropriate departments specified in the notice;
- 4.4 The RPC agrees to facilitate and assist County(s) with planning efforts on establishing a funding mechanism for future maintenance and upkeep of the interoperable communication equipment listed under Article 3.4 of County and regional projects;
- 4.5 To make all inquires directly with the designated point of contact on all matters related to the FEMA Public Safety Interoperable Communications (PSIC) 2007 Grant #2007-GS-H7-0044;
- 4.6 To provide assistance and contact information of maintenance representative(s) in instances where maintenance to the equipment is necessary while under warranty for the operation of the equipment.
- 4.7 To assist the region in establishing a funding mechanism and request, on a yearly basis, funding from jurisdiction(s) for the purpose of offsetting interoperable communication maintenance and upkeep costs associated with regional interoperable communication projects;

Article 5: Nondiscrimination and Equal Opportunity

- 5.1 County shall not exclude anyone from participating under this contract, deny anyone benefits under this Agreement, otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 6: Dispute Resolution

- 6.1 The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties may agree not to sue one another, except to enforce compliance with paragraphs 6.1 – 6.4, until they have exhausted the procedures set out in these paragraphs.
- 6.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this Agreement. The representative appointed shall determine the location, format, frequency, and duration of the negotiations.

- 6.3 If the representative cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties may agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.
- 6.4 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

Article 7: Suspension for Unavailability of Funds

- 7.1 County acknowledges that RPC's sole sources of funding for this Agreement are the State funds received by the RPC. If fees sufficient to support obligations of RPC under this agreement are not available, RPC may suspend performance of its obligations under this Agreement by giving County notice of the suspension. The suspension is effective 10 calendar days after County's receipt of the notice. Upon suspension of performance obligations by RPC, County's obligations under this Agreement are also suspended until RPC resumes performance of its obligations.

Article 8: Notice to Parties

- 8.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by party: (1) when it is delivered to the party personally and including a written receipt; (2) on the date shown on the return receipt if mailed by the registered or certified mail, return receipt requested, to the party's address specified in paragraph 8.2 and signed on behalf of the party; (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 8.2.
- 8.2 RPC's address is: Attention: Executive Director, 311 N. 15TH Street, McAllen, TX 78501. County address is: Attention: Hidalgo County Judge, P.O. Box 1228, Edinburg, TX 78540.
- 8.3 A party may change its address or point of contact information by providing notice of the change in accordance with paragraph 8.1.

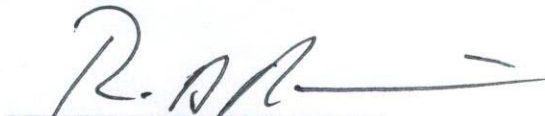
Article 9: Effective Date and Term of Contract

- 9.1 This Agreement takes effect when signed on behalf of RPC and County, and it ends on January 31, 2014.
- 9.2 County may terminate this Agreement on thirty (30) days written notice without any further obligations to any party.

Article 10: Miscellaneous

- 10.1 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 10.2 This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 10.3 This Agreement is binding on and to benefit to the parties' successors in interest.
- 10.4 This Agreement is executed in duplicate originals.
- 10.5 This Agreement shall be governed by Texas Law and is performable in Hidalgo County.


HIDALGO COUNTY



Honorable Rene Ramirez
County Judge
28-SEP-2010

Date

**LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL**



Kenneth N. Jones
Executive Director
11/4/10

Date

Attest:

Arturo Guajardo, County Clerk

Approved as to Form:

Atlas & Hall, L.L.P

Stephen L. Crain

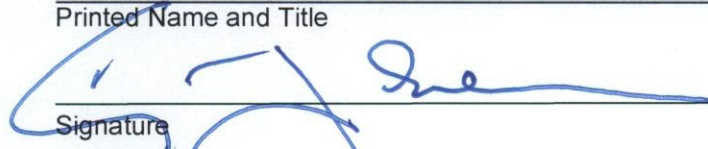
Texas Division of Emergency Management

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

Transferred From: Lower Rio Grande Valley Development Council (LRGVDC)
Name of Organization (Homeland Security Grant Sub-Recipient)

311 N. 15TH ST, MCALLEN, TX 78501
Street/Mailing Address, City, County, Zip

Kenneth N. Jones, Jr., Executive Director
Printed Name and Title

 11/4/10
Signature Date

Transferred To: Hidalgo County
Name of Organization (Homeland Security Grant Sub-Recipient)

P.O. Box 1228, Edinburg, TX 78540
Street/Mailing Address, City, County, Zip

Honorable Rene Ramirez, Judge, Hidalgo County, TX
Printed Name and Title

 28-SEP-2010
Signature Date

This is to certify that the property described below was acquired by the expenditure of:
Public Safety Interoperability Comm. 2007

(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: Motorola Comm. Equipment
Item Control Number: See "Attachment A"
Serial Number/VIN:
Model Number:
Acquisition Date: 09/23/09
Unit Cost: \$724,627.4

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.

Monica

gloria rodriguez

From: — Monica Badillo [monica.badillo@co.hidalgo.tx.us]
Sent: Tuesday, September 28, 2010 3:27 PM
To: gloria rodriguez
Subject: FW:
Attachments: Interlocal Agreement (Hidalgo County) PSIC 2007 2 SITES FINAL (4).doc

Gloria,
Can u plz print and get the judge to sign/
Thanks,

*Monica Badillo, Court Administrator
County of Hidalgo Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)*

From: Belinda Alvarez [mailto:belinda.alvarez@co.hidalgo.tx.us]
Sent: Tuesday, September 28, 2010 3:04 PM
To: monica.badillo@co.hidalgo.tx.us
Subject:

Attached is the original agreement which needs the judge's signature for agenda item 18A on CC meeting September 28, 2010.

Belinda Alvarez

Emergency Operations Planner

Hidalgo County Division of Emergency Services-Emergency Management

1615 S. Closner, Ste. G - Edinburg, TX 78539

Office (956) 318-2615 Fax (956) 289-7889

belinda.alvarez@co.hidalgo.tx.us

