

**INTERLOCAL COOPERATION  
AGREEMENT  
BETWEEN THE COUNTY OF HIDALGO, TEXAS AND THE  
CITY OF McALLEN, TEXAS**

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as "Hidalgo County," and the **CITY OF McALLEN, TEXAS**, hereinafter referred to as "McAllen," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, Hidalgo County is a political subdivision of the State of Texas;

**WHEREAS**, McAllen is a political subdivision of the State of Texas;

**WHEREAS**, Hidalgo County and McAllen, 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**, Hidalgo County applied for and received a grant, entitled Preparedness and Prevention Community Preparedness Section / Bioterrorism Discretionary Funding Program (PPCPS/BTDFP1), for the purchase of Equipment specified in Exhibit "B" from the Department of State Health Services ("DSHS"). The Grant is hereinafter referred to as the "PPCPS/BTDFP1 Grant;"

**WHEREAS**, the Equipment will be purchased by Hidalgo County through the PPCPS/BTDFP1 Grant and delivered to the possession of McAllen for the purpose of adding and aiding the existing system to increase the coverage of the region's communication system for first responders;

**WHEREAS**, Hidalgo County and McAllen desire to carry out PPCPS/BTDFP1 eligible program activities and share or transfer Equipment identified in the attached Exhibit "B" and as further described in the attached Exhibit "C" – Property Transfer Agreement.

**WHEREAS**, the PPCPS/BTDFP1 Grant requires Hidalgo County as the grant recipient, to comply with certain terms and conditions more particularly described in the attached Exhibit "A", which is hereby incorporated for all intents and purposes, and further requires any sub-recipient or participant accepting funding from the

PPCPS/BTDFP1 Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions as stated in the attached Exhibit "A";

**WHEREAS**, the Equipment and services will be purchased by Hidalgo County using its established and approved purchasing policies and delivered to Hidalgo County. The Equipment will be subsequently distributed to McAllen, which will be responsible for the security of the Equipment and its maintenance while in its possession for the term of the Grant and thereafter;

**WHEREAS**, Hidalgo County and McAllen 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**, Hidalgo County and McAllen, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. In order to fulfill the goals and purposes as identified above, the parties agree that the Equipment described in Exhibit "B" attached hereto, will be made readily available for the purpose of responding to both manmade and natural disasters if requested under mutual aid.
2. McAllen agrees to, at a minimum; provide the equivalent insurance coverage for all such Equipment listed in Exhibit "B".
3. McAllen agrees to maintain and repair the Equipment listed in Exhibit "B" 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.
4. McAllen agrees to notify Hidalgo County in writing within ten (10) days should Equipment be lost, stolen, or otherwise made unusable.
5. McAllen agrees to provide an annual accounting of the Equipment to Hidalgo County for the purposes of grant reporting.
6. All Parties agree to provide and maintain all necessary inventory tagging, records and reports that may be necessary for reimbursement of Grant funds, including but not limited to an annual account of the Equipment to Hidalgo County for the Purposes of Grant reporting through August 31, 2013. Hidalgo County agrees it will provide Grant reporting to the State as required under the Grant
7. McAllen 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.

- 8. 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 provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.
- 9. 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.
- 10. 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 McAllen and Hidalgo County, and not otherwise.
- 11. 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 THE COUNTY OF HIDALGO, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN THE COUNTY OF HIDALGO, TEXAS.
- 12. Governing Provisions.** This 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 the County of Hidalgo, Texas. McAllen 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)

**13. Notice.** Except as may 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 Hidalgo County:

County of Hidalgo  
Attn: Ramon Garcia, County Judge  
P.O. Box 1356  
Edinburg, TX 78539

with copy to:

Hidalgo County  
Emergency Management  
302 W. University Dr.  
Edinburg, TX 78539

If to McAllen:

City of McAllen  
City Manager's Office  
1300 Houston Ave.  
McAllen, TX 78501

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.

**14. 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.

**15. 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.

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

**17. 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.

18. **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.
19. **Authority to Execute.** The execution and performance of this Agreement by McAllen 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 McAllen and Hidalgo County in accordance with its terms.
20. **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.
21. **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.
22. **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.

\_\_\_\_\_  
Richard Cortez  
City of McAllen, Mayor

\_\_\_\_\_  
Ramon Garcia  
Hidalgo County Judge

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

**APPROVE AS TO FORM:**  
Office of Hidalgo County  
Criminal District Attorney  
Rene Guerra

\_\_\_\_\_  
By: Josephine Ramirez-Solis  
Assistant District Attorney

# **EXHIBIT “A”**

**Grant Award**

**And**

**Terms and Conditions**

DOCUMENT NO. 2013-041204  
PROGRAM ATTACHMENT NO. 003  
PURCHASE ORDER NO. 0000386001

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section /  
Bioterrorism Discre

TERM: 09/01/2012 THRU: 08/31/2013

**SECTION I. STATEMENT OF WORK:**

Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-1201) from the Centers for Disease Control and Prevention (CDC). CDC's new five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs by advancing public health and healthcare preparedness.

Contractor shall address the following CDC PHEP Capabilities under this Program Attachment:

**Tier I Capabilities**

- Capability 3: Emergency Operations Center Coordination
- Capability 6: Information Sharing
- Capability 9: Medical Material Management and Distribution
- Capability 14: Responder Safety and Health

**Capability 3 – Emergency Operations Center Coordination:**

**Definition:** Emergency Operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

**Capability 6 – Information Sharing:**

**Definition:** Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

**Capability 9 – Medical Material Management and Distribution:**

**Definition:** Medical material management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

**Capability 14 – Responder Safety and Health:**

**Definition:** The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

Contractor shall purchase the following:

- Inventory and management tracking system to support each of the countermeasure tracking components while having the capability to interoperate. The inventory tracking system shall provide PHEP public health providers with a tool to track medical countermeasure inventory and resources during an event down to the operations including receiving, staging, and storing of all inventory. Project shall be referred to as "Project LHB-55a". The allocation for Project LHD-55a is \$4,752.00;
- Four (4) media tablets to exercise the use of systems within emergency operations coordination. Media tablet support WebEOC under this "Project LHD-55b". The allocation for Project LHD-55b is \$2,322.00;
- Ham radios to enhance communication capabilities in the rural areas under this "Project LHD-55c". The allocation for Project LHD-55c is \$10,800.00;
- Regional/Jurisdictional Trainings. Courses includes, but is not limited to, Basic Disaster Life Support (BDLS), Advance Disaster Life Support (ADLS), Group Crisis Intervention & Peer Support, and Individual Crisis Intervention & Peer Support Training for local health department staff and partners within the Region/Jurisdictional area. This project shall be referred to as "Project LHD-55d". The allocation for Project LHD-55d is \$34,875.00; and
- WebEOC Board programming training. Contractor's staff shall travel and participate in WebEOC courses to improve programming during a public health emergency under this "Project LHD-55e". The allocation for Project LHD-55e is \$9,689.00.

If applicable, Contractor shall request approval to move funds between projects through the Discretionary Reallocation Form. Requests shall be submitted to the assigned contract manager and to [CPSRCT@dshs.state.tx.us](mailto:CPSRCT@dshs.state.tx.us).

DSHS encourages partnership and collaboration within, between, and among jurisdictions in the State of Texas related to preparedness activities. Partnership opportunities may include, but are not limited to, planning activities, exercises, training, and responding to incidents, events, or emergencies.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment. This is an inter-local agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents and resources are incorporated by reference and made a part of this Program Attachment:

- Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-1201. :
- *Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:*  
<http://www.cdc.gov/plhpr/capabilities/DSLRCapabilitiesJuly.pdf>;
- Presidential Policy Directive 8/PPD-8, March 30, 2011:  
<http://www.hhs.gov/wh/opa/2011/04/PPD-8-Preparedness.pdf>;
- Texas Public Health and Medical Emergency Management 5-Year Strategic Plan;
- Tactical Guide, Companion Document to the Texas Public Health and Medical Emergency Management 5-Year Strategic Plan 2012 to 2016;
- Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:  
[https://hseep.dhs.gov/pages/1001\\_HSEEP7.aspx](https://hseep.dhs.gov/pages/1001_HSEEP7.aspx);
- Ready or Not? Have a Plan: Surviving Disaster: How Texans Prepare (videos):  
<http://www.texasprepares.org/survivingdisaster.htm>; and
- Preparedness Program Guidance(s) as provided by DSHS and CDC.

Funds awarded herewith must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

Contractor is required to provide matching funds for this Program Attachment not less than 10% of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (<http://www.dshs.state.tx.us/contracts/cfpm.shtm>) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources, must be included in Contractor's contract budget, and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on DSHS's website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

In the event of a public health emergency involving a portion of the state, Contractor shall mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreement and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

Contractor shall inform DSHS in writing if Contractor shall not continue performance under this Program Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

## **SECTION II. PERFORMANCE MEASURES:**

Contractor shall meet and report milestones as developed in coordination with DSHS on each project described in SECTION I. STATEMENT OF WORK.

Contractor shall report the expenditure breakdown and provide an update of progress and activities as outlined in the attached Exhibit A. Contractor shall submit Exhibit A for each project as outlined in SECTION I. STATEMENT OF WORK. Each report will be submitted to [PHP.VoucherSupport@dshs.state.tx.us](mailto:PHP.VoucherSupport@dshs.state.tx.us) and [PHEP@dshs.state.tx.us](mailto:PHEP@dshs.state.tx.us) with each monthly reimbursement request.

The Monthly Exhibit A is due in accordance to the table below:

September 1-September 30, 2012	October 30, 2012
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October 1-October 31, 2012	November 30, 2012
November 1-November 30, 2012	December 31, 2012
December 1-December 31, 2012	January 30, 2013
January 1-January 31, 2013	February 28, 2013
February 1-February 28, 2013	March 29, 2013
March 1-March 31, 2013	April 30, 2013
April 1-April 30, 2013	May 30, 2013
May 1-May 31, 2013	June 28, 2013
June 1-June 30, 2013	July 30, 2013
July 1-July 31, 2013	August 30, 2013
August 1-August 31, 2013	September 30, 2013

Contractor shall provide services in the following county(ies)/area: Hidalgo

**SECTION III. SOLICITATION DOCUMENT:**

Exempt - Governmental Entity

**SECTION IV. RENEWALS:**

DSHS may renew the Program Attachment at DSHS's sole discretion.

**SECTION V. PAYMENT METHOD:**

Cost Reimbursement.

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

**SECTION VI. BILLING INSTRUCTIONS:**

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor shall submit the Match/Reimbursement Certification (Form B-13A) and the Financial Status Report (FSR-269A) on a quarterly basis. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940  
Texas Department of State Health Services  
1100 West 49<sup>th</sup> Street  
PO Box 149347  
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13), Match/Reimbursement Certification Form (Form B-13A), and Financial Status Report to the Claims Processing Unit is (512) 458-7442. The email address is [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us).

**SECTION VII. BUDGET:**

SOURCE OF FUNDS: *CFDA* # 93.069

DUNS NUMBER: 103110834

**SECTION VIII. SPECIAL PROVISIONS:**

**General Provisions, Compliance and Reporting Article I, Reporting Section 1.03**, is revised to include:

Contractor shall submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, Contractor shall immediately notify DSHS in writing.

Contractor shall provide reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

**General Provisions, Payment Methods and Restrictions Article IV, Billing Submission Section 4.02**, is amended to include the following:

Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than July 30, 2013 for costs incurred between the services dates of September 1, 2012 and June 30, 2013.

**General Provisions, ARTICLE IV. PAYMENT METHODS AND RESTRICTIONS, Section 4.04 Working Capital Advance** is amended to include the following:

Contractor shall liquidate or return unused portions of the working capital advance to the Department prior to the end of the Program grant period of June 30, 2013.

**General Provisions, Payment Methods and Restrictions Article IV Financial Status Reports (FSRs) Section 4.05**, is amended to include the following:

Contractor shall submit FSRs to Accounts Payable by the last business day of the month following the end of each term reported. The FSR period will be reported as follows: Quarter One shall include September 1, 2012 through November 30, 2012. Quarter two shall include December 1, 2012 through February 28, 2013. Quarter three shall include

March 1, 2013 through June 30, 2013. Quarter four shall include July 1, 2013 through August 31, 2013. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

**General Provisions, Terms and Conditions of Payment Article IV.** is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

**General Provisions, Allowable Costs and Audit Requirements Article VI.** is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for: fundraising activities, lobbying, research; construction, major renovations, reimbursement of pre-award costs; clinical care; the purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, or backfilling costs for staff.

**General Provisions, General Terms Article XIII, Amendment Section 13.15,** is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

2013-041204-003

**Categorical Budget:**

PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$4,366.00
EQUIPMENT	\$12,000.00
SUPPLIES	\$5,616.00
CONTRACTUAL	\$38,750.00
OTHER	\$8,644.00
TOTAL DIRECT CHARGES	\$69,376.00
INDIRECT CHARGES	\$0.00
TOTAL	\$69,376.00
DSHS SHARE	\$62,438.00
CONTRACTOR SHARE	\$6,938.00
OTHER MATCH	\$6,938.00

Total reimbursements will not exceed \$62,438.00

Financial status reports are due: 12/31/2012, 04/01/2013, 07/01/2013, 10/31/2013

Equipment List Attached.

# Equipment List

Equipment Total: \$ 12,000.00

Item #	Equipment Description	Units	Unit Cost	Total
1	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR	2	\$5,400.00	\$10,800.00
2	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR - 10% of Item Cash Match	2	\$600.00	\$1,200.00

**Exhibit A:**  
*Voucher Support Summary for Discretionary Projects*

<b>Contractor Name:</b>			
<b>Contract Attachment ID Number:</b>			
<b>Service Date (Monthly Reporting Period) :</b>	<b>From:</b>	<b>To:</b>	
<b>Contact:</b>			
<b>Contact's Email:</b>			
<b>Contact's Phone #:</b>			

**Instructions:**

For each discretionary project contractors are required to submit monthly a detailed accounting of expenditures and activities. Contractors' completion of this form meets this requirement. A separate form is required for each discretionary project.

Section I requires contractors to provide financial information for all service activities. The 'TOTAL' row should include the sum of expenditures and equal the requested reimbursement amount listed on the State of Texas Purchase Voucher (Form B-13). This discretionary report does not take the place of the Form B-13. Contractors must submit this form along with each Form B-13 submitted to DSHS for reimbursement.

Please note, financial information must reconcile with the general ledger. Any expenditures for equipment and contractual must also include the submission of source documentation (invoices) to support the expenditures. Questions regarding this section may be directed to the contractor's assigned contract manager.

Section II requires all contractors complete a series of questions relating to the project status, timeline, and challenges.

**Section I**

<b>Project Number (assigned by DSHS Central office)/ Project Name Description</b>	<b>Total Project Budget</b>	<b>Voucher Breakout Amount</b>	<b>DSHS HHSAS Line (for DSHS use only)</b>
	\$ _____	\$ _____ <i>(This amount should match monthly voucher requested amount.) (Do not include matching funds above.)</i>	

**Section II**

**Exhibit A:  
Voucher Support Summary for Discretionary Projects**

<b>Milestones/ Project Timeline</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>
<i>Include procurement steps and contracting steps</i>												

<b>Risks</b>			
<b>Project Risks:</b>	<b>Assign Risk Value:</b>		
<i>Detail project risks. List barriers that may hinder the project's completion.</i>	<i>1= low probability of occurrence, low impact on the project</i>	<i>2= medium probability of occurrence, medium impact on the project</i>	<i>3= high probability of occurrence, high impact on the project</i>
	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3
	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3
	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3
	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3
	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3
<i>Identify any new risks to the project. Detail any changes to risks reported previously.</i>			

<b>Project Status</b>	
<b>Schedule to date:</b> <i>An assessment of whether the project is ahead or behind of where it was expected to be by the end of this reporting period.</i>	<b>Impact on end date on project:</b> <i>An assessment of whether the project is expected to finish on time, early or late.</i>
<input type="checkbox"/> Ahead of Schedule <input type="checkbox"/> On Schedule <input type="checkbox"/> Behind Schedule <input type="checkbox"/> Completed	<input type="checkbox"/> Finish Ahead of Schedule <input type="checkbox"/> Finish on Time <input type="checkbox"/> Finish Behind Schedule
<b>Budget to Date:</b> <i>An assessment of the budget over/under spend compared to the expected spend at the end of this</i>	<b>Impact on Total Budget of Project:</b> <i>An assessment of final budget – costs and amount of any projected over/under spend plus any impact</i>

**Exhibit A:**  
**Voucher Support Summary for Discretionary Projects**

<i>period amount of over/under spend.</i>	<i>on maintenance or ongoing costs if applicable.</i>
<input type="checkbox"/> On Budget <input type="checkbox"/> Over Budget <input type="checkbox"/> Under Budget	<input type="checkbox"/> Final Budget on Track <input type="checkbox"/> Final Budget Over <input type="checkbox"/> Final Budget Under
<b>Work Status: Work Completed</b>	<b>Impact on Project:</b>
<i>Describe the products or work completed during this period with explanation of any variance to the expected completion of work.</i>	<i>An assessment of whether the project is still expected to deliver the products and services with explanation of any variance.</i>

<b>Issues Arising this Reporting Period</b>
<i>List any issues arising this period with an assessment of impact to the project.</i>

<b>Project Changes</b>
<i>Provide details on any requested or identified change to the project. Describe new or modified project and/or activities. List any changes to the project and status of the change. Identify any impact on the budget and schedule.</i>

<b>Fiscal Impact</b>		
<input type="checkbox"/> Neutral	<input type="checkbox"/> Increase Amount of Increase : <small>Click here to enter text.</small>	<input type="checkbox"/> Decrease Amount of Decrease: <small>Click here to enter text.</small>
<b>Revised Project Total \$ Amount</b>	\$ <small>Click here to enter text.</small>	
<b>Is DSHS Capital Authority Needed?</b> <i>(Not Applicable for LHDs and Universities)</i>	<input type="checkbox"/> Yes Amount: <small>Click here to enter text.</small>	<input type="checkbox"/> No

DEPARTMENT OF STATE HEALTH SERVICES



Amendment  
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY (Contractor) agree to amend the Program Attachment #003 (Program Attachment) to Contract #2013-041204 (Contract) in accordance with this Amendment No. 003A: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre. effective 12/21/2012. 3/1/13 n 93

The purpose of this Amendment is to add additional Discretionary Projects: C2-LHD-34 POD exercise-Pertussis, C2-LHD-33 GTR 8000 Base Radio repeaters, and C2-LHD-81 Morgue trailer. Add \$3245 to current Project LHD-55e for WebEOC Board Builder Course and projects.

Therefore, DSHS and Contractor agree as follows:

PROGRAM ATTACHMENT NO. ~~003~~ 003A

**SECTION I. STATEMENT OF WORK, page 1, paragraph 1, is revised to add the following:**

Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Numbers CDC-RFA-TP11-1101CONT11 and CDC-RFA-TP12-1201) from the Centers for Disease Control and Prevention (CDC). CDC's new five-year Public Health Emergency Preparedness (PHEP) - Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs by advancing public health and healthcare preparedness.

**SECTION I. STATEMENT OF WORK, page 1, paragraph 2, "Contractor shall address the following CDC PHEP Capabilities under this Program Attachment", is revised to add the following:**

Capability 5: ~~\_\_\_\_\_~~ **Fatality Management**

Capability 8: ~~\_\_\_\_\_~~ **Medical Countermeasure Dispensing**

**Capability 5 - Fatality Management:**

Definition: Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

**SECTION I. STATEMENT OF WORK, page 2, is revised to add the following:**

**Capability 8 - Medical Countermeasure Dispensing:**

**Definition: Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.**

**SECTION I. STATEMENT OF WORK, page 3, is revised to add the following:**

- WebEOC Board programming training. Contractor's staff shall travel and participate in The WebEOC Board trainer shall travel to Hidalgo County to perform the training to Hidalgo's staff on WebEOC courses to improve programming during a public health emergency under this "Project LHD-55e". The allocation for Project LHD-55e is ~~\$9,689.00~~ \$12,934.00;
- One thousand (1000) doses of Pertussis vaccine to be used during a full scale exercise in an effort to support medical countermeasure dispensing. This project shall be referred to and reported to DSHS as "Project C2-LHD-34". The allocation for Project C2-LHD-34 is \$28,530.00 and shall not exceed this amount without DSHS prior approval; and
- Two (2) GTR 8000 Base Radio repeaters and the supporting equipment. This project shall be referred to and reported to DSHS as "Project C2-LHD-33". The allocation for Project C2-LHD-33 is \$89,521.00 and shall not exceed this amount without DSHS prior approval.
- Morgue trailer to be used in response to a public health emergency for the proper handling of human remains during and after a mass casualty event. Contractor will hold and facilitate one (1) stakeholder meeting to develop a Mass Fatality Management Plan for their county. This project shall be referred to and reported to DSHS as "Project C2-LHD-81". The allocation for Project C2-LHD-81 is \$91,800.00 and shall not exceed this amount without DSHS prior approval.

**SECTION I. STATEMENT OF WORK, page 4, paragraph 2, "The following documents and resources are incorporated by reference and made a part of this Program Attachment" is revised to add the following:**

- Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Numbers: CDC-REA-TP11-1101CONT11 and CDC-RFA-TP12-1201;

**SECTION VII. BUDGET is revised to add the following:**

**SOURCE OF FUNDS: CFDA #93.069 and 93.074**

**The categorical budget is revised as attached.**

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

APPROVED BY  
COMMISSIONERS' COURT  
ON: 3/1/13

Department of State Health Services

Janna Zumbrun  
Signature of Authorized Official

Date: 3/1/13

Janna Zumbrun, M.S.S.W.

Acting Assistant Commissioner for Prevention and Preparedness Services

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

512.776.7111

Janna.Zumbrun@dshs.state.tx.us

Contractor

Ramon Garcia  
Signature of Authorized Official

Date: 02/26/13

Name: Ramon Garcia

Title: Hidalgo County Judge

Address: 302 W. University Dr.

Edinburg, TX 78539

Phone: (956) 318-2600

Email: ramon.garcia@co.hidalgo.tx.us

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre

CONTRATOR: HIDALGO COUNTY

CONTRACT NO: 2013-041204

CONTRACT TERM: 09/01/2012

THRU: 08/31/2013

BUDGET PERIOD: 09/01/2012

THRU: 08/31/2013

CHG: 003A

<b>DIRECT COST (OBJECT CLASS CATEGORIES)</b>			
	<b>Current Approved Budget (A)</b>	<b>Revised Budget (B)</b>	<b>Change Requested</b>
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$4,366.00	\$0.00	\$(4,366.00)
Equipment	\$12,000.00	\$139,519.00	\$127,519.00
Supplies	\$5,616.00	\$56,065.00	\$50,449.00
Contractual	\$38,750.00	\$103,121.00	\$64,371.00
Other	\$8,644.00	\$7,444.00	\$(1,200.00)
<b>Total Direct Charges</b>	<b>\$69,376.00</b>	<b>\$306,149.00</b>	<b>\$236,773.00</b>
<b>INDIRECT COST</b>			
Base (\$)	\$0.00	\$0.00	\$0.00
Rate (%)	0.00%	0.00%	0.00%
<b>Indirect Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>PROGRAM INCOME</b>			
Program Income	\$0.00	\$0.00	\$0.00
Other Match	\$6,938.00	\$30,616.00	\$23,678.00
<b>Income Total</b>	<b>\$6,938.00</b>	<b>\$30,616.00</b>	<b>-\$23,678.00</b>
<b>LIMITS/RESTRICTIONS</b>			
Advance Limit	\$0.00	\$0.00	\$0.00
Restricted Budget	\$0.00	\$0.00	\$0.00
<b>SUMMARY</b>			
Cost Total	\$69,376.00	\$306,149.00	\$236,773.00
Performing Agency Share	\$6,938.00	\$30,616.00	\$23,678.00
Receiving Agency Share	\$62,438.00	\$275,533.00	\$213,095.00
<b>Total Reimbursements Limit</b>	<b>\$62,438.00</b>	<b>\$275,533.00</b>	<b>\$213,095.00</b>
<b>JUSTIFICATION</b>			
Adding Callout#2-LHD-34 additional project-POD exercise-Pertussis to their current discretionary contract and add \$3245 to current Project LHD-55e for training inhouse on the Boad Builder Course-increase and C2-LHD-33&81 projects.			

Financial status reports are due: 12/31/2012, 03/29/2013, 07/30/2013, 10/30/2013

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756-3199

EQUIPMENT LIST CHANGE REQUEST

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre

CONTRACTOR: HIDALGO COUNTY

CONTRACT TERM: 09/01/2012 THRU: 08/31/2013

BUDGET PERIOD: 09/01/2012 THRU: 08/31/2013

CONTRACT NO: 2013-041204 CHG: 003A

PREVIOUS EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR	2	\$5,400.00	\$10,800.00
2	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR - 10% of Item Cash Match	2	\$600.00	\$1,200.00
			\$	\$
			\$	\$

NEW EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	GTR 8000 Base Radio repeater	1	\$89,520.00	\$89,520.00
2	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR	2	\$5,049.50	\$10,099.00
3	a morgue trailer	1	\$39,900.00	\$39,900.00
			\$	\$



## TEXAS DEPARTMENT OF STATE HEALTH SERVICES

POST  
OFFICE  
& TELETYPE UNIT

MAY 17 2013

COMMUNICATIONS SECTION

DAVID L. LAKEY, M.D.  
COMMISSIONER

P.O. Box 149347  
Austin, Texas 78714-9347  
1-888-963-7111  
TTY: 1-800-735-2989  
[www.dshs.state.tx.us](http://www.dshs.state.tx.us)

May 14, 2013

Dear Contractor:

Enclosed is an approved copy of your Department of State Health Services (DSHS) contract. Please file it with the office of record for your agency.

The provisions of this contract require submittal of quarterly financial reports no later than 30 days after the end of the first three quarters and a final report no later than 60 days after the end of the contract term. Attached are preprinted Financial Status Reports (FSR 269a) for the entire term of your contract. **Please forward the FSR forms to the person in your agency responsible for completion of financial reports.** If this is a contract amendment, FSRs are provided only for the remaining term of your contract. These reports are required regardless of whether or not expenses are incurred.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract Attachment term. Additional information regarding this policy is available on the DSHS website at <http://www.dshs.state.tx.us>.

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Donna Ockletree at 512-776-3683 or via email at [donna.ockletree@dshs.state.tx.us](mailto:donna.ockletree@dshs.state.tx.us).

Sincerely,

A handwritten signature in black ink that reads "Bob Burnette".

Bob Burnette, Director  
Client Service Contracting Unit

DEPARTMENT OF STATE HEALTH SERVICES



Amendment  
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY (Contractor) agree to amend the Program Attachment #003A (Program Attachment) to Contract #2013-041204 (Contract) in accordance with this Amendment No. 003B: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre. effective ~~04/05/2013~~ 4/30/13 *ACB rly*

The purpose of this Amendment is to revise the budget to reflect the correct amount for the Equipment budget category and the Match cost.

Therefore, DSHS and Contractor agree as follows:

The Program Attachment number is revised as follows:

PROGRAM ATTACHMENT NO. ~~003A~~ 003B

The Categorical budget and the equipment list are revised as attached.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

Contractor

Anita Buckner for David Gruber Ramon Garcia  
Signature of Authorized Official      Signature of Authorized Official

Date: 05/10/2013

Date: 04/30/13

David Gruber  
Assistant Commissioner for Regional  
and Local Health Services

Name: Ramon Garcia  
Title: Hidalgo County Judge

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756  
512.834.4555

Address: 302 W. University Dr.  
Edinburg, TX 78539

David.Gruber@dshs.state.tx.us

Phone: (956) 318-2600  
Email: ramon.garcia@co.hidalgo.tx.us

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre

CONTRATOR: HIDALGO COUNTY

CONTRACT NO: 2013-041204

CONTRACT TERM: 09/01/2012 THRU: 08/31/2013

BUDGET PERIOD: 09/01/2012 THRU: 08/31/2013

CHG: 003B

<b>DIRECT COST (OBJECT CLASS CATEGORIES)</b>			
	<b>Current Approved Budget (A)</b>	<b>Revised Budget (B)</b>	<b>Change Requested</b>
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$139,519.00	\$151,467.00	\$11,948.00
Supplies	\$56,065.00	\$44,317.00	\$(11,748.00)
Contractual	\$103,121.00	\$103,121.00	\$0.00
Other	\$7,444.00	\$7,244.00	\$(200.00)
<b>Total Direct Charges</b>	<b>\$306,149.00</b>	<b>\$306,149.00</b>	<b>\$0.00</b>
<b>INDIRECT COST</b>			
Base (\$)	\$0.00	\$0.00	\$0.00
Rate (%)	0.00%	0.00%	0.00%
<b>Indirect Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>PROGRAM INCOME</b>			
Program Income	\$0.00	\$0.00	\$0.00
Other Match	\$30,616.00	\$30,616.00	\$0.00
<b>Income Total</b>	<b>\$30,616.00</b>	<b>\$30,616.00</b>	<b>\$0.00</b>
<b>LIMITS/RESTRICTIONS</b>			
Advance Limit	\$0.00	\$0.00	\$0.00
Restricted Budget	\$0.00	\$0.00	\$0.00
<b>SUMMARY</b>			
Cost Total	\$306,149.00	\$306,149.00	\$0.00
Performing Agency Share	\$30,616.00	\$30,616.00	\$0.00
Receiving Agency Share	\$275,533.00	\$275,533.00	\$0.00
<b>Total Reimbursements Limit</b>	<b>\$275,533.00</b>	<b>\$275,533.00</b>	<b>\$0.00</b>
<b>JUSTIFICATION</b>			
To correct the equipment cost and match cost center.			

Financial status reports are due: 12/31/2012, 03/29/2013, 07/30/2013, 10/30/2013

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756-3199

EQUIPMENT LIST CHANGE REQUEST

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre  
 CONTRACTOR: HIDALGO COUNTY  
 CONTRACT TERM: 09/01/2012 THRU: 08/31/2013  
 BUDGET PERIOD: 09/01/2012 THRU: 08/31/2013  
 CONTRACT NO: 2013-041204 CHG: 003B

PREVIOUS EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	GTR 8000 Base Radio repeater	1	\$89,520.00	\$89,520.00
2	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR	2	\$5,049.50	\$10,099.00
3	a morgue trailer	1	\$39,900.00	\$39,900.00
			\$	\$

NEW EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	GTR 8000 Base Radio repeater	1	\$99,468.00	\$99,468.00
2	HAM Radio YAESU FRDX9000/CONTEST 200W TRANSCEIVER, SINGLE RCVR	2	\$5,049.50	\$10,099.00
3	a morgue trailer	1	\$41,900.00	\$41,900.00
			\$	\$

# **EXHIBIT “B”**

**Equipment**

List of Equipment  
PHEP Grant

City of McAllen

ITEM		COST
GTR 8000 EXPANDABLE SITE REPEATER SYSTEM WHICH INCLUDES:		\$89,960.00
T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE	
	OPTIONS:	
CA00855AA	ADD: 700/800 MHZ MID POWER	
X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS	
X591AE	ENH: ASTRO 25 SITE REPEATER SW - Qty (2)	
	CUSTOMER PROVIDED:	
CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK	
CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS	
CA00880AA	ADD: EXPANSION 6 PORT CAVITY COMBINER	
CA01058AA	ADD: 700/800 PHASING HARNESS	
CA00884AA	ADD: QTY (2) XHUB	
X882AH	ADD: 7.5 FT RACK, 78RU	



HIDALGO-COUNTY OF-  
EMERGENCY MANAGEMENT  
1815 S. CLOSER SUITE G  
EDINBURG, TX. 78539

DATE 3/29/2013  
QUOTE # 13-100159  
BY 5  
ATTN BELINDA ALVAREZ  
PHONE 956-318-2615  
FAX 956-289-7889  
EMAIL A.ALVAREZ@CO.HIDALGO.TX.US  
USER CONTACT BELINDA ALVAREZ  
CONTACT # 956-318-2615

3/29/2013  
13-100159  
5  
BELINDA ALVAREZ  
956-318-2615  
956-289-7889  
BELINDA ALVAREZ  
956-318-2615

**GTR 8000 BASE RADIO**



ITEM	APC	QTY.	MODEL	DESCRIPTION	UNIT LIST	EXTENDED LIST	DISCOUNT FACTOR	HGAC UNIT	HGAC EXTENDED
<b>MODEL</b>									
112	1		T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE	\$ 6,000.00	\$ 6,000.00	0.820	\$ 4,920.00	\$ 4,920.00
<b>OPTIONS</b>									
112	1		CA00855AA	ADD 700/800 MHZ MID POWER	\$ 6,300.00	\$ 6,300.00	0.820	\$ 5,166.00	\$ 5,166.00
112	1		X302AE	ADD QTY (2) GTR 8000 BASE RADIOS	\$ 23,600.00	\$ 23,600.00	0.820	\$ 19,516.00	\$ 19,516.00
595	2		X591AE	ENH ASTRO 25 SITE REPEATER SW	\$ 10,700.00	\$ 21,400.00	0.820	\$ 8,774.00	\$ 17,548.00
112	0		CA00877AA	CUSTOMER PROVIDED - ADD CABINET RMC FOR EXPANSION RACK	\$ 600.00	\$ -	0.820	\$ 492.00	\$ -
112	0		CA00882AA	CUSTOMER PROVIDED - ADD SITE & CABINET RMC W/CAPABILITY OF 7-24 BRS	\$ 2,100.00	\$ -	0.820	\$ 1,722.00	\$ -
112	0		CA00880AA	CUSTOMER PROVIDED - ADD EXPANSION 6 PORT CAVITY COMBINER	\$ 8,400.00	\$ -	0.820	\$ 6,888.00	\$ -
112	1		CA01058AA	CUSTOMER PROVIDED - ADD 700/800 PHASING HARNESS	\$ 1,000.00	\$ 1,000.00	0.820	\$ 820.00	\$ 820.00
112	2		CA00884AA	ADD QTY (1) XHUB	\$ 3,500.00	\$ 7,000.00	0.820	\$ 2,870.00	\$ 5,740.00
112	0		X882AH	CUSTOMER PROVIDED - ADD 7.5 FT OPEN RACK, 48RU	\$ 495.00	\$ -	0.820	\$ 405.90	\$ -
<b>EQUIPMENT</b>						\$ 65,500.00			\$ 53,710.00
0				SERVICES - TEMPLATE # 1	\$ 100.00	\$ -		\$ 100.00	\$ -
0				SERVICES - TEMPLATE # 2	\$ 100.00	\$ -		\$ 100.00	\$ -
0				SERVICES - PROGRAMMING	\$ 45.00	\$ -		\$ 45.00	\$ -
0				SERVICES - INSTALLATION ( IN-SHOP)	\$ 150.00	\$ -		\$ 150.00	\$ -
1				SERVICES - INSTALLATION ( IN-FIELD )	\$ 36,250.00	\$ 36,250.00		\$ 36,250.00	\$ 36,250.00
0				SERVICES - OTHER SERVICES	\$ -	\$ -		\$ -	\$ -
<b>TOTAL SERVICES WITH EQUIPMENT</b>						\$ 101,750.00			\$ 89,960.00
<b>ESTIMATED HGAC HANDLING FEE - 1.5% (INCLUDED)</b>						\$ -			\$ -
<b>GRAND TOTAL</b>						\$ 101,750.00			\$ 89,960.00

**NOTE:**

- 1 TERMS AND CONDITIONS SUBJECT TO HGAC AGREEMENTS
- 2 OFFER GOOD THROUGH
- 3 THIS OFFER IS FOR BUDGETARY PURPOSES ONLY AND IS NOT AN OFFER FOR SALE.

4/28/2013

4/28/2013

**QUOTE TERMS AND CONDITIONS :**

- 1 QUOTES ARE EXCLUSIVE OF ALL INSTALLATION AND PROGRAMMING CHARGES (UNLESS EXPRESSLY STATED) AND ALL APPLICABLE TAXES.
- 2 PURCHASER WILL BE RESPONSIBLE FOR SHIPPING COSTS, WHICH WILL BE ADDED TO THE INVOICE.
- 3 TITLE WILL PASS UPON SHIPMENT, RISK OF LOSS WILL PASS UPON DELIVERY TO PURCHASER'S FACILITY.
- 4 ORDERED EQUIPMENT MAY BE RETURNED FOR A FULL REFUND, LESS A 20% RESTOCKING FEE, IF THE EQUIPMENT IS RETURNED UNUSED AND UNDAMAGED IN ITS ORIGINAL PACKAGING WITH IN SIX MONTHS AFTER SHIPMENT.
- 5 PRICES QUOTED ARE VALID FOR THIRTY (30) DAYS FROM THE DATE OF THIS QUOTE.
- 6 UNLESS OTHERWISE STATED, PAYMENT WILL BE DUE WITHIN THIRTY DAYS AFTER INVOICE.
- 7 MOTOROLA'S STANDARD EQUIPMENT WARRANTY (WHICH WILL BE FURNISHED UPON REQUEST) APPLIES TO ALL ORDERED EQUIPMENT.
- 8 MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9 MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 10 THESE TERMS WILL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS ON ANY PURCHASE ORDER SUBMITTED BY THE PURCHASER.

PROPOSED BY	_____
PRINTED NAME	_____
TITLE:	_____
DATE:	___/___/___

BEFORE SIGNING, PLEASE READ THIS PROPOSAL CAREFULLY. YOUR SIGNATURE IS AN OFFER TO PURCHASE THE PRODUCTS AND SERVICES LISTED ABOVE, WHICH IF ACCEPTED BY MOTOROLA, WILL BE A PURCHASE CONTRACT.

CUSTOMER ACCEPTANCE:	_____
PRINTED NAME	_____
TITLE:	_____
PURCHASE ORDER #	_____
DATE:	___/___/___

# **EXHIBIT “C”**

**Property Transfer Agreement**

**Property Transfer Agreement**

**Transferred From (Grantor):** County of Hidalgo, Texas  
P.O. Box 1356  
Edinburg, TX 78539

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Transferred To (Grantee):** City of McAllen, Texas  
City Manager's Office  
1300 Houston Ave.  
McAllen, TX 78501

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This is to certify that the property described below was acquired by the expenditure of Preparedness and Prevention Community Preparedness Section / Bioterrorism Discretionary Funding Program Grant funds awarded to the above named Recipient (Grantor). See Exhibit "A". The governmental entity 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: \_\_\_\_\_

Item Control Number: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Model Number: \_\_\_\_\_

Acquisition Date: \_\_\_\_\_

Unit Cost: \_\_\_\_\_