

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF McALLEN §

INTERLOCAL AGREEMENT

Pursuant to the authority granted by the “Texas Interlocal Cooperation Act” Chapter 791 Texas Government Code, this Interlocal Agreement is being made under the authority of Sections 791.001 – 791.029 of the Texas Government Code and entered into by and between the Fire Departments of the Cities of Brownsville, Elsa, Hidalgo, La Feria, La Villa, Lasara, Lyford, Mission, Palmview, Pharr, Port Mansfield, Raymondville, Rio Grande City, San Benito, San Perlita, Santa Monica, Sebastian, South Padre Island, and the County of Hidalgo (hereinafter called “PARTNERS”), and the City of McAllen (hereinafter called “CITY”), and

WHEREAS, the “PARTNERS” by the signing of this agreement hereby makes, constitutes and appoints “CITY” it’s true and lawful Purchasing and Fiscal Agent for the purchase of communications equipment for the continued development of the regional radio system, a radio system extending through Starr, Hidalgo, Cameron and Willacy counties, including portable radios, mobile radios, base stations and a core radio controller in the quantities, costs and distribution as shown in Exhibit A - Budget Detail, and

WHEREAS, the U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) created the Assistance to Firefighters Grant Program (hereinafter called “PROGRAM”) to provide financial assistance to enhance their ability to protect the public and fire service personnel from fire and related hazards, and

WHEREAS, the PROGRAM announced the availability of funds under the FY 2012 PROGRAM allocation and the CITY and PARTNERS agreed to submit a joint regional application for funding under the Firefighter Operations and Safety program area, and

WHEREAS, CITY and PARTNERS requested and were awarded funds to purchase interoperable communications equipment, including portable radios, mobile radios, base stations and a core radio controller in the quantities, costs and distribution as shown in Exhibit A - Budget Detail, and

WHEREAS: the grant award provides a Federal share portion of \$2,201,120 (80%) with a required local match share portion of \$550,280 (20%), for a total project cost of \$2,751,400 (100%).

NOW, THEREFORE, THE GOVERNING BOARDS/COUNCILS OF THE RESPECTIVE JURISDICTIONS OF THE CITY OF MCALLEN, THE CITIES OF BROWNSVILLE, ELSA, HIDALGO, LA FERIA, LA VILLA, LASARA, LYFORD, MISSION, PALMVIEW, PHARR, PORT MANSFIELD, RAYMONDVILLE, RIO GRANDE CITY, SAN BENITO, SAN PERLITA, SANTA MONICA, SEBASTIAN, SOUTH PADRE ISLAND, AND THE COUNTY OF HIDALGO DO HEREBY AGREE AS FOLLOWS:

A. GENERAL PROVISIONS

1. CITY and PARTNERS agree to participate and collaborate in carrying out the goals and objectives of the PROGRAM.
2. In accordance with Homeland Security Presidential Directive (HSPD) – 5 (Management of Domestic Incidents), CITY and PARTNERS agree to utilize the National Incident Management System (NIMS), to include the Incident Command System.
3. CITY and PARTNERS agree to participate in the PROGRAM by furnishing resources and rendering services to other parties to this agreement and to respond to any type of emergency whether declared or not under current mutual aid agreements; provided, however, that no party shall be required to unduly deplete its resources in furnishing such assistance. If a Responder is unable to meet the Requestor's need for resources, the Requestor will be advised immediately.
4. CITY and PARTNERS agree to carry out the requirements of the PROGRAM as set forth in the Grant Agreement and according to Federal grant administration guidelines as defined in
 - Circular A-87 (Revised 5/4/95, As Further Amended 8/29/97) Cost Principles for State, Local and Indian Tribal Governments,
 - Circular A-102 (Revised 10/7/94, As Further Amended 8/29/97) Grants and Cooperative Agreements with State and Local Governments,
 - Circular A-133 (Revised June 24, 1997 Audits of States, Local Governments, and non-Profit Organizations, and
 - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

CITY and PARTNERS understand that all programmatic and fiscal requirements under the grant are subject to audit; CITY and PARTNERS acknowledge that equipment, procurement documentation and all expenditures and financial information may be requested by CITY, as fiscal agent, and subject to said audit.

B. PROCEDURES FOR THE PURCHASE AND DISTRIBUTION OF RADIOS, BASE STATIONS AND CORE RADIO CONTROLLER

1. CITY and PARTNERS agree to the following procedures for the purchase and distribution of the communications equipment:
 - a. CITY and PARTNERS shall individually prepare the necessary specifications for the radio equipment that will ensure compatibility and interoperability with existing and future P-25 radio communications systems in their respective jurisdictions.
 - b. The specifications shall be designed to not exceed the budgeted allocations on the approved project budget. Any specifications for radio equipment that exceeds the approved budgeted amount shall be the responsibility of the individual PARTNER jurisdiction ordering the

additional equipment. PARTNERS will provide CITY with the completed specifications on or before July 1, 2013.

- c. CITY, as the Purchasing and Fiscal Agent for this project, will compile all radio equipment specifications from PARTNERS and will coordinate the purchase, through pre-negotiated Houston-Galveston Area Council contracting, of all radio communications equipment items being acquired through the CITY's Purchasing and Contracting Department. CITY will order all radio equipment pertaining to the grant agreement according to Federal, State, and local purchasing policies and procedures.
- d. All radio equipment will be received by CITY and shall undergo a preliminary inspection and inventory to verify receipt of all radios ordered by CITY and PARTNERS prior to distribution of the equipment. CITY will then distribute the equipment to PARTNERS, upon receipt of matching funds.
- e. Upon receipt of the equipment, CITY and PARTNERS shall be individually responsible for the following:
 1. Inspecting the equipment for damage from shipping/handling.
 2. Testing of the equipment for proper operation.
 3. Programming of equipment to manufacturer and local jurisdictional communications standards and protocols.

C. AUTHORIZATION FROM PARTNERS GOVERNING BODIES AND PAYMENT OF MATCHING FUNDS

1. If the purchase of the communications equipment requires the approval of the governing body of a participating jurisdiction, it shall be the responsibility of the individual PARTNERS to provide a certified copy of the documentation to CITY approving the purchase and specifying the method of payment of the local match share as shown in Exhibit A of this Agreement either by check or electronic transfer of funds from PARTNERS to CITY.
2. All documentation of authorization to participate in the grant project from PARTNERS governing bodies shall be submitted to CITY on or before December 31, 2013. Documentation shall include an official Resolution or signed letter by the jurisdiction's Mayor, County Judge official from the governing body and execution of this Interlocal Agreement.
3. Payment of the local matching funds shall be paid by PARTNERS to CITY by either check or electronic transfer of funds on or before December 31, 2013.
4. Distribution of equipment will take place after CITY receives matching funds from each participating PARTNER.

D. WARRANTIES & MAINTENANCE OF RADIOS, BASE STATIONS AND CORE RADIO CONTROLLER

1. CITY and PARTNERS shall be individually responsible for the following procedures for maintenance of the radios:

- a. Ensuring that all warranties and service/maintenance agreements for the radios are registered with the manufacturer(s), that all warranty documentation is recorded and kept on file, including information regarding the warranty period, manufacturer's responsibilities, jurisdiction's responsibilities, etc.
- b. Adherence to all conditions and requirements of any warranties or maintenance agreements/contracts with any manufacturer or manufacturer's representative in the event that a radio is damaged or requires repairs, service and maintenance. The cost for any repair and maintenance work that is not covered under warranty shall be the individual responsibility of CITY and PARTNERS.
- c. All maintenance and repairs of the radios after the expiration of any warranties and/or service contracts/agreements shall be the individual responsibility of CITY and PARTNERS.

E. INVENTORY AND REPORTING REQUIREMENTS

1. CITY and PARTNERS agree to the following procedures for the purchase and distribution of the radio equipment:
 - a. CITY will coordinate the creation of an equipment inventory and control process that will list all equipment that is retained by CITY and distributed to PARTNERS, including information regarding the manufacturer, model number, serial number, and location of each portable, mobile, base station, and core radio controller assigned to the PARTNERS.
 - b. CITY and PARTNERS shall be responsible for maintaining accurate records on the location, condition, and status of all radios during the period of performance of the grant agreement from May 17, 2013 through May 16, 2014 and for a record retention period of three years after the end of the performance period on May 16, 2017 as required by federal grant management standards. PARTNERS will be responsible for reporting any loss or irreparable damage that occurs to any radio equipment immediately to CITY for the duration of grant performance period and during the three-year retention period.
 - c. In the event that a radio purchased under the grant is replaced due to loss or irreparable damage, it shall be the responsibility of PARTNERS to notify CITY of said replacement immediately and provide information regarding manufacturer, model, serial number, and location of the new radio.
 - d. The inventory of radio communications purchased through the grant agreement shall be recorded by CITY and PARTNERS by jurisdiction, manufacturer, model, serial number and location for each item purchased.
 - e. CITY and PARTNERS will certify that all information provided for each radio in their respective inventories is accurate and that they certify thus by signing the inventory form document.

This Interlocal Agreement is entered into this ____ day of _____, 2013 by and between CITY and PARTNERS. This agreement will take effect at the time of execution and will remain in effect during the period of performance from May 17, 2013 through May 16, 2014 and for 90 days after the end date of the performance and budget periods in order to allow for

programmatic and fiscal compliance and grant close-out. This agreement can be modified with the mutual consent of CITY and PARTNERS as long as the modification(s) does not conflict with the requirements set forth in the grant agreement or with the policies and guidelines of the Assistance to Firefighters Grant Program. The executors of this agreement further represent that they have the authority to make such commitment on behalf of their respective jurisdictions/organizations.

For the **City of McAllen**, Texas:

Name (Signature)

Mayor (Title)

Date

For the **City of Brownsville**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of Elsa**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of Hidalgo**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of La Feria**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of La Villa**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of Lasara**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of Lyford**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of Mission**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of Palmview**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of Pharr**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of Port Mansfield**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of Raymondville**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of Rio Grande City**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of San Benito**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of San Perlita**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of Santa Monica**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of Sebastian**, Texas

Name (Signature)

Mayor (Title)

Date

For the **City of South Padre Island**, Texas

Name (Signature)

Mayor (Title)

Date

For the **County of Hidalgo**, Texas

Name (Signature)

Judge (Title)

Date

FY 2012 Assistance to Firefighters Grant

Exhibit A - Budget Detail

Partner	Portable Radios	Mobile Radios	Base Stations	Core Radio Controller	Equipment Total	Grant-Eligible Total (80/20)	80% Federal Share	Required 20% Partner Match	Overage (100% Partner)	Total Due to COM including Partner Overage
BROWNSVILLE	20	20	0	0	\$ 152,930.00	\$ 139,160.00	\$ 111,328.00	\$ 27,832.00	\$ 13,770.00	\$ 41,602.00
ELSA	8	6	2	0	\$ 67,572.00	\$ 65,947.50	\$ 52,758.00	\$ 13,189.50	\$ 1,624.50	\$ 14,814.00
HIDALGO, CITY OF	11	5	0	0	\$ 68,178.35	\$ 68,178.35	\$ 54,542.68	\$ 13,635.67	\$ -	\$ 13,635.67
HIDALGO, COUNTY OF	0	0	0	1	\$ 1,135,374.00	\$ 1,135,374.00	\$ 908,299.20	\$ 227,074.80	\$ -	\$ 227,074.80
LA FERIA	11	9	0	0	\$ 76,091.75	\$ 75,918.00	\$ 60,734.40	\$ 15,183.60	\$ 173.75	\$ 15,357.35
LA VILLA	18	4	2	0	\$ 87,645.30	\$ 87,645.30	\$ 70,116.24	\$ 17,529.06	\$ -	\$ 17,529.06
LASARA	7	0	0	0	\$ 18,974.55	\$ 18,974.55	\$ 15,179.64	\$ 3,794.91	\$ -	\$ 3,794.91
LYFORD	10	3	0	0	\$ 36,861.75	\$ 36,861.75	\$ 29,489.40	\$ 7,372.35	\$ -	\$ 7,372.35
MISSION	10	12	0	0	\$ 106,636.00	\$ 106,636.00	\$ 85,308.80	\$ 21,327.20	\$ -	\$ 21,327.20
PALMVIEW	15	2	0	0	\$ 59,095.25	\$ 59,095.25	\$ 47,276.20	\$ 11,819.05	\$ -	\$ 11,819.05
PHARR	19	0	0	0	\$ 38,041.80	\$ 29,916.00	\$ 23,932.80	\$ 5,983.20	\$ 8,125.80	\$ 14,109.00
PORT MANSFIELD	0	5	0	0	\$ 65,050.45	\$ 65,050.45	\$ 52,040.36	\$ 13,010.09	\$ -	\$ 13,010.09
RAYMONDVILLE	23	5	0	0	\$ 102,821.00	\$ 102,821.00	\$ 82,256.80	\$ 20,564.20	\$ -	\$ 20,564.20
RIO GRANDE CITY	17	0	0	0	\$ 99,811.60	\$ 99,811.60	\$ 79,849.28	\$ 19,962.32	\$ -	\$ 19,962.32
SAN BENITO	12	6	2	0	\$ 84,580.00	\$ 84,580.00	\$ 67,664.00	\$ 16,916.00	\$ -	\$ 16,916.00
SAN PERLITA	13	0	0	0	\$ 35,238.45	\$ 35,238.45	\$ 28,190.76	\$ 7,047.69	\$ -	\$ 7,047.69
SANTA MONICA	5	0	0	0	\$ 13,553.25	\$ 13,553.25	\$ 10,842.60	\$ 2,710.65	\$ -	\$ 2,710.65
SEBASTIAN	5	0	0	0	\$ 13,553.25	\$ 13,553.25	\$ 10,842.60	\$ 2,710.65	\$ -	\$ 2,710.65
SOUTH PADRE ISLAND	21	0	0	0	\$ 75,688.50	\$ 75,608.00	\$ 60,486.40	\$ 15,121.60	\$ 80.50	\$ 15,202.10
TOTALS:	225	77	6	1	\$ 2,337,697.25	\$ 2,313,922.70	\$ 1,851,138.16	\$ 462,784.54	\$23,774.55	\$ 486,559.09

APPROVED PROJECT TOTAL: \$ 2,751,400.00
FEDERAL SHARE: \$ 2,201,120.00
LOCAL MATCHES: \$ 550,280.00