STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

(FY2015 Hidalgo County Municipal Law Enforcement Interop Comms. Expansion Project)

This Agreement made on this day of , 2016, by and between the County of Hidalgo, Texas (hereinafter referred to as "COUNTY") and the City of Elsa, Texas (hereinafter referred to as the "CITY") pursuant to the provisions of the Texas Interlocal Cooperation Act, (the "ACT") Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the CITY is a municipality defined as a "Local Government" under the ACT, and a political subdivision organized under the laws of the State of Texas;

WHEREAS, the COUNTY is defined as a "Local Government" under the ACT, a political subdivision organized under the laws of the State of Texas;

WHEREAS, the COUNTY and CITY, 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, the Lower Rio Grande Valley Development Council (herein after referred to as the "LRGVDC") applied for and received grants for the equipment from the FY2015 Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP), hereinafter referred to as the "FY 2016 HSGP";

WHEREAS, the Equipment was purchased by the LRGVDC through the FY 2015 HSGP 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 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 COUNTY desires to transfer certain equipment as described in Appendix "A" attached hereto the CITY as a permanent loan asset according to LRGVDC, state and federal guidelines;

WHEREAS, the COUNTY and the CITY are authorized to enter into this Agreement pursuant to the ACT, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the ACT.

NOW, THEREFORE, the COUNTY and the CITY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. In order to fulfill the goals of Hidalgo County regional efforts to emergency response, the parties agree that the equipment described in Appendix "A" 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 otherwise specified by the SAA, at which time the CITY through the COUNTY permanent loan will obtain ownership of the equipment.

3. CITY agrees to meet eligibility status upon receiving grant funded equipment and must maintain eligibility status in accordance with the SAA eligibility requirements.

4. CITY agrees to, at a minimum; provide the equivalent insurance coverage for all such equipment listed in Appendix "A".

5. CITY 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. CITY agrees to maintain a cooperative working arrangement with the LRGVDC, COUNTY, and local city governments in the region and assist in establishing a funding mechanism and contribute on a yearly basis to the regional interoperable communications fund for the purpose of offsetting future maintenance and upkeep costs associated with regional interoperable communication projects.

7. CITY agrees to notify COUNTY in writing within ten (10) days should equipment be transferred, lost, stolen, or otherwise made unusable.

8. CITY agrees to provide an annual accounting, upon request by COUNTY 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.

9. CITY agrees, within 60 days of receiving the equipment, to tag equipment with appropriate identification labels in accordance with Hidalgo County Asset Accountability Procedures and state equipment inventory and tagging requirements. (Reference: SAA Information Bulletin No. 12-004.)

10. The CITY and 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.

11. **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 FY2015 Homeland Security terms and conditions 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.

12. **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.

13. **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 COUNTY and CITY and not otherwise.

14. **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 HERENDER ARE PERFORMANCE WITHIN CAMERON, HIDALGO, WILLACY AND STARR COUNTY, TEXAS. THE PARTIES HEREYBY CONSENT TO PERSONAL JURISDICTION IN CAMERON, HIDALGO, WILLACY AND STARR COUNTY, TEXAS.

15. **Governing Provisions.** CITY shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and

equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

16. **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 City of	Attention: Honorable Alonzo R. "Al" Perez, Jr. Mayor, City of Elsa P.O. Box 427 Elsa, Texas 78543
If to County of Hidalgo:	Attention: Honorable Ramon Garcia Judge, Hidalgo County 100 N. Closner, 2nd Floor 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.

17. **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.

18. **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.

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

20. **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.

21. **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.

22. **Authority to Execute.** The execution and performance of this Agreement by COUNTY and the CITY have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the COUNTY and the CITY in accordance with its terms.

23. **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.

24. **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 (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.

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

Hidalgo County	City of Elsa
_____	_____
Honorable Ramon Garcia	Mayor Alonzo R. "Al" Perez, Jr.
Judge, Hidalgo County	City of Elsa, Texas