

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

(FY2022 Hidalgo County Interoperability Communication Expansion Project)

This Agreement made on this _____ day of _____, 2023, by and between the County of Hidalgo, Texas (hereinafter referred to as “COUNTY”) and the CITY of La Joya, Texas (herein referred to as “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 COUNTY is defined as a “Local Government” under the ACT, and a political subdivision organized under the laws of the State of Texas;

WHEREAS, the CITY is defined as a “Local Government” under the ACT, and 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 (hereinafter referred to as the “LRGVDC”) applied for and received grants for the equipment from the FY2022 Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP), hereinafter referred to as the “FY2022 HSGP”;

WHEREAS, the Equipment was purchased by the LRGVDC through the FY2022 HSGP and delivered to the possession of the 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 Office of the Governor’s - Homeland Security Grant Division (OOG-HSGD) 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 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 CITY are authorized to enter into this Agreement pursuant to the ACT, which authorizes local governments and political subdivisions to contract with each other to perform governmental functions and services under the terms of the ACT.

NOW, THEREFORE, the COUNTY and 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, locally, region and state-wide for the purpose of responding to both manmade and natural disasters if requested under mutual aid.
2. The parties understand the FEMA will retain ownership of the equipment listed in Appendix “A” until otherwise specified by the OOG-HSGD, as which time CITY through the COUNTY’s 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 OOG-HSGD eligibility requirements and/or upon the transfer of such equipment to a jurisdiction(s), verify that the recipient meets and maintains the same eligibility status in accordance with the OOG-HSGD requirements.
4. CITY agrees to, at a minimum, provide the equivalent insurance coverage for all such equipment listed in Appendix “A” and/or upon the transfer of such equipment to a jurisdiction(s) secure and provide evidence to the COUNTY of such coverage from the recipient jurisdiction(s).
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, and/or upon the transfer of such equipment to a jurisdiction(s), execute an agreement(s) which provide that the jurisdiction(s) 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, 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, as approved by the Hidalgo County Commissioners Court.