

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

(Emergency Communications Headquarters Project-HAM Radio Equipment)

This Agreement made on this _____ day of _____ 2026, by and between the **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL** (hereinafter referred to as "LRGVDC") and the County of Hidalgo, Texas (hereinafter referred to as the "COUNTY") pursuant to the provisions of the Texas Interlocal Cooperation Act, (the "ACT") Chapter 791, et seq., Texas Government Code, as follows:

WITNESS:

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

WHEREAS, LRGVDC is defined as a "political subdivision" under the ACT, and a Regional Planning Commission formed under the laws of the State of Texas;

WHEREAS, LRGVDC and COUNTY, 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, LRGVDC is authorized to purchase equipment to enhance emergency communications equipment and operations within the LRGVDC Service Regions of Hidalgo, Cameron and Willacy County.

WHEREAS, the Equipment will be transferred to be property of the COUNTY upon completion of LRGVDC Procurement Inventory Procedures and LRGVDC Board of Directors Approval as identified in Appendix A of this document.

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 LRGVDC desires to transfer certain equipment as described in Appendix "A" attached hereto to the COUNTY as permanent transfer assets according to LRGVDC, state, and federal guidelines;

WHEREAS, the LRGVDC and COUNTY 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 LRGVDC and COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. In order to fulfill the goals of LRGVDC regional efforts to emergency response, the parties agree that the equipment described in Appendix "A" attached hereto, will be made readily available locally, regionally and state-wide for the purpose of responding to both man-made and natural disasters if requested under mutual aid.
2. The parties understand the COUNTY will retain full ownership of the equipment listed in Appendix "A" upon completion of delivery of the equipment.
3. COUNTY 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. COUNTY 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 LRGVDC of such coverage from the recipient jurisdiction(s).
5. COUNTY 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. COUNTY agrees to notify the LRGVDC in writing within fourteen (14) calendar days should equipment be transferred, lost, stolen, or otherwise made unusable.

7. COUNTY agrees to provide an annual accounting, upon request, of the equipment to the LRGVDC for the purpose of grant reporting. LRGVDC agrees it will provide grant monitoring to OOG-HSGD as required under the grant.
8. COUNTY agrees, within 60 days of receiving equipment, to tag equipment with appropriate identification labels in accordance with COUNTY Asset Accountability Procedures and state equipment inventory and tagging requirements.
9. 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.
10. **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 FY2022 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.
11. **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.
12. **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 LRGVDC and COUNTY, and not otherwise.
13. **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 CAMERON, HIDALGO, WILLACY AND STARR COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN CAMERON, HIDALGO, WILLACY AND STARR COUNTY, TEXAS.**
14. **Governing Provisions.** COUNTY shall comply with all applicable laws and regulations. A non-exclusive list of regulations conul only 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.

15. **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 LRGVDCC: Attention: Manuel Cruz
Executive Director
301 W, Railroad ST.
Weslaco, Texas 78596

If to Hidalgo County: Attention: Honorable
Richard F. Cortez Judge, County of Hidalgo, Texas
100 N. Closner Blvd.
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.

16. **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.
17. **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.
18. **Assignments.** This Assignment shall not be assignable.
19. **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.
20. **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 as often as may be appropriate.

21. **Authority to Execute.** The execution and performance of this Agreement by LRGVDC and COUNTY have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of LRGVDC and COUNTY in accordance with its terms.
22. **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.
23. **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.

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

Hidalgo County

Lower Rio Grande Valley Development Council

Honorable Richard F. Cortez
Judge, County of Hidalgo, Texas

Manuel Cruz
Executive Director, LRGVDC

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

Appendix A

Qty	Description
HIDALGO COUNTY EOC - HAM RADIO PROJECT	
1	Yaesu FTM-310 Winlink Radio C4FM Digital/ FM Analog 55W/50W V/UHF Dual Band Mobile Transceiver High-Sensitivity 66 channel GPS Receiver 1200/ 9600bps APRS® Data Communication Fully Supports the WIRES-X operation Wide-range receiver coverage from 108MHz to 550MHz both on MAIN/SUB band Bluetooth® hands-free operation is available by installing the optional BU-5 board Flexible angle adjustment of the control-head by attaching the optional swing-head kit SJMK-500
1	ICOM ID-5100A Voice Radio
1	ICOM IC-7300 HF Radio
2	Astron SS-30 DC Power Supply
2	Diamond X-300 Fiberglass Antenna
1	EHW-8010 130 foot End Fed Antenna W/Pole install kit
1	DRA-100 WinLink Interface
500 FT	1/2 in HELIAX- Low Density Foam General Purpose Coax for Outdoor Use LDF4-50A







Lower Rio Grande Valley Development Council

Mayor Norie Gonzalez Garza, Mission President
Judge Auerlio Guerra, Willacy County 1st Vice President
Mayor John Cowen, Brownsville 2nd Vice President
Mayor Ramiro Garza, Edinburg Secretary
Mayor Norma Sepulveda, Harlingen Treasurer

January 29, 2026

BOARD MEMBERS

Adrian Gonzalez
Mayor, Weslaco

145364
Commissioner, Cameron
County

Ellie Torres
Commissioner, Hidalgo
County

Rosa Perez
Mayor, La Villa

David Moreno
Mayor, Donna

Sylvia Castillo
Mayor, Sullivan City

Oscar Montoya
Mayor, Mercedes

Javier Villalobos
Mayor, McAllen

Alejandro Flores
Mayor, Los Fresnos

Ambrosio "Amos" Hernández
Mayor, Pharr

Edward Gonzales
Commissioner,
Raymondville

Ricardo "Rick" Guerra
Mayor, San Benito

Marco "Markie" Villegas
Commissioner, San Juan

Veronica Gonzales
UT Rio Grande Valley

Paul Hernandez
South Texas College

Luke Lucio
Texas State Technical College

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy County Navigation
Dist.

Jim Darling
Member-at-Large

Oscar Garcia
Member-at-Large

Andres Chavez
Member-at-Large

Lupita Sanchez Martinez
Grassroots Organizations

EXECUTIVE DIRECTOR

Manuel "Manny" Cruz

The Honorable Judge Richard Cortez
County Judge
Hidalgo County
100 E. Cano Second Floor
Edinburg, Texas 78539

Subject: Ongoing Support for Regional Interoperable Communications & Early Warning Notification Projects

Dear Honorable Judge Richard Cortez

The Lower Rio Grande Valley Development Council (LRGVDC) continues its commitment to enhancing regional public safety through interoperable communication initiatives. This has included the installation and maintenance of radio repeaters, portable units, and in collaboration with the National Weather Service a Spanish Severe Early Weather Warning Notification System. These efforts have significantly improved public safety communications and citizen alert systems across Cameron, Hidalgo, and Willacy Counties.

These projects are critical in ensuring that local, state, and federal agencies can communicate seamlessly during emergencies—particularly when incompatible systems could otherwise hinder coordination. Moreover, these tools support our region's response capabilities, helping to mitigate damage and loss of life during natural or man-made disasters. Your continued partnership and support of these initiatives, along with your emergency management staff, have made our region safer for all residents.

Since 2006, numerous advancements have improved the regional radio systems and funding requests will be discontinued for these systems but will continue to be requested for the Early Weather Warning Systems. To further reduce costs to local governments and ensure proper stewardship of collected funds, the Homeland Security Advisory Committee (HSAC), with approval from the LRGVDC Board of Directors, has authorized a one-time reimbursement for a portion of previously collected funds.

This reimbursement will be submitted to your jurisdiction as \$10,956.17 in check format and emergency communication equipment totaling \$6,274.00 to be purchased by the LRGVDC and transferred to Hidalgo County Office of Emergency Management upon reception of the items. Please note the grand total to your jurisdiction is \$17,230.17.

If you intend to accept these funds, please email your responses to hls@lrgvdc.org or contact Mr. Cesar Merla, Director of Emergency Services, at 956-405-2924 or cmerla@lrgvdc.org no later than February 27, 2026.

Should your office choose not to accept this reimbursement, a response will not be required and any remaining funds after that date will continue to be utilized to maintain and upgrade the Spanish Severe Early Weather Warning Notification System.

The annual contribution request for the ongoing support of the Spanish Severe Early Weather Warning Notification System project will be reassessed base on the new amount pro-rata basis and invoices will be sent out in October 2026 as determined.

In advance, thank you for your attention to this important matter and for your continued support of regional safety initiatives. If you have any questions or require additional details, please feel free to contact Cesar Merla, Director of Emergency Services, at 956-405-2924 or me at (956) 682-3481.

Sincerely,

Manuel "Manny" Cruz
Executive Director

cc: Chief of Staff, Emergency Manager, County Secretary

