

17-9748-4003-MU

MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE  
Hidalgo County (Recipient)  
AND THE  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)  
Veterinary Services

ARTICLE 1 - PURPOSE

*The purpose of this MOU is to document the responsibilities of the signees with regards to the installation and operation of a tower mounted antenna, equipment building and approximately 20' X 40' security enclosure protecting the generator fuel tank, equipment shelter and antenna tower at Havana Vat Tower Site. These are critical components to the two-way radio system supporting the communication needs of the USDA Cattle Fever Tick Eradication Program (CFTEP).*

ARTICLE 2 - BACKGROUND

*The Cattle Fever Tick Eradication program was established in 1906. Since that time the responsibilities to support this program have been shared between the County, State and Federal governments. In 1938 the Permanent Quarantine Zone (PQZ) was established along the US-Mexican Border in South Texas. USDA Mounted Patrol Inspectors (MPI) have patrolled and maintained this zone since it was established. A critical component of the safety net for MPI's is a two-way radio system which allows instant communication throughout the PQZ. This system consists of a complex web of handheld radios, truck-based radios / repeaters, base stations and a series of tower mounted antennas.*

ARTICLE 3 - AUTHORITIES

*USDA APHIS Veterinary Services has authority granted under the Animal Health Protection Act, Public Law 107-171, dated May 13, 2002 to protect American Animal agriculture.*

Under the Farm Security and Rural Investment Act of 2002, PL 107-171, Subtitle E, Animal Health Protection, Section 10401-10418, the Secretary of Agriculture, in order to protect the agriculture, environment, economy, and health and welfare of the people of the United States by preventing, detecting, controlling, and eradicating diseases and pests of animals, is authorized to cooperate with foreign countries, States, and other jurisdictions, or other persons, to prevent and eliminate burdens on interstate commerce and foreign commerce, and to regulate effectively interstate commerce and foreign commerce.

#### ARTICLE 4 - MUTUAL RESPONSIBILITIES

The Recipient and APHIS mutually agree to/understand that:

The Cattle Fever Tick Eradication Program recognizes the long term support that the Recipient has provided to the success of the program.

#### ARTICLE 5 - RECIPIENT RESPONSIBILITIES

The Recipient agrees to:

- a. Designate Ramon Garcia as its authorized representative who shall be responsible for collaboratively administering the activities conducted *under this MOU*.
- b. Recipient currently provides property on which a cattle dip vat has been constructed to serve the livestock owners in Hidalgo County. This same property will be made available to USDA to construct a self-supported radio antenna tower (if a tower does not already exist at the site). On that same Hidalgo County owned property, around or near the base of the radio tower, USDA will construct an 6' X 12' concrete pad, attach an 6' X 8' building to that pad, install a generator with propane fuel tank and surround the components with an approximately 20' X 40' security fence.
- c. **USDA will pay all construction and maintenance costs. Recipient will incur no costs associated with this radio project.**

#### ARTICLE 6 - APHIS RESPONSIBILITIES

APHIS agrees to/that:

- a. Designate the APHIS Radio Program Manager (Robert Strickland or designated representative) as its Authorized Departmental Officer's Designated Representative (ADODR) who shall be responsible for collaboratively administering the activities conducted under this MOU.
- b. Recipient currently provides property on which a cattle dip vat has been constructed to serve the livestock owners in Hidalgo County. This same property will be made available to USDA to construct a self-supported radio antenna tower (if a tower does not already exist at the site). On that same Hidalgo County owned property, around or near the base of the radio tower, USDA will construct an 6' X 12' concrete pad, attach an 6' X 8' building to that pad, install a generator with propane fuel tank and surround the components with an approximately 20' X 40' security fence.
- c. **USDA will pay all construction and maintenance costs. Recipient will incur no costs associated with this radio project.**

#### ARTICLE 7 - STATEMENT OF NO FINANCIAL OBLIGATION

Signature of this MOU does not constitute a financial obligation on the part of APHIS. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU. Transfers of funds or items of value are not authorized under this MOU.

#### ARTICLE 8 - LIMITATIONS OF COMMITMENT

This MOU and any continuation thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOU shall be expended in accordance with its terms and the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer, a cooperative agreement must be developed between the parties.

#### ARTICLE 9 - CONGRESSIONAL RESTRICTION

Under 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of the MOU or to any benefit to arise there from.

#### ARTICLE 10 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

#### ARTICLE 11 – LIABILITIES

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), 2671-2680).

#### ARTICLE 12 - AMENDMENTS

This MOU may be amended at any time by mutual agreement of the parties in writing.

#### ARTICLE 13 - TERMINATION

This MOU may be terminated at any time by mutual agreement of the parties in writing, or by either party with sixty (60) days notice in writing to the other party. If APHIS vacates the

property, we will remove the equipment and fencing and return the real property to its original condition.

ARTICLE 14 - EFFECTIVE DATE AND DURATION

This MOU will become effective upon date of final signature by County Judge and will continue in effect for 5 years from such date unless earlier terminates as provided herein.

Article 15 – Governing Law

This MOU shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

Hidalgo County

Ramon Garcia 7/14/17  
Ramon Garcia, County Judge Date

APPROVED BY  
COMMISSIONERS COURT  
DN: 6/27/17 [Signature]

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
Veterinary Services

Robert J. Strickland, APHIS Radio Program Manager

Date

**ROBERT STRICKLAND**

Digitally signed by ROBERT STRICKLAND  
DN: c=US, o=U.S. Government, ou=Department of Agriculture, cn=ROBERT STRICKLAND, 0.9.2342.19200300.100.1.1=12001000003758  
Date: 2017.05.01 08:21:00 -06'00'

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
VETERINARY SERVICES

**THOMAS EASLEY**

Digitally signed by THOMAS EASLEY  
DN: c=US, o=U.S. Government, ou=Department of Agriculture, cn=THOMAS EASLEY, 0.9.2342.19200300.100.1.1=12001003192999  
Date: 2017.06.12 11:44:49 -05'00'

Thomas Easley, Acting Authorized Department Officer, ADO

Date

AGENDA ITEM #60338 – COMMISSIONERS COURT MEETING DATE: JUNE 27, 2017

Memorandum of Understanding between Hidalgo County and United States  
Department of Agriculture Animal and Plant Health Inspection Service.

ATTEST:



ARTURO GUAJARDO JR.  
COUNTY CLERK





**METES AND BOUNDS DESCRIPTION  
1.00 ACRE OF LAND  
PORCION 45  
HIDALGO COUNTY, TEXAS**

A tract of land containing 1.00 acres, situated in Hidalgo County, Texas and also being a part or portion of **LOT 48, PARTITION OF PORCION 45**, map reference: Volume 0, Page 8, H.C.M.R., and said 1.00 acre of land also being more particularly described as follows:

**COMMENCING** in the right-of-way of Patricio Perez Road (Havana Road) and the northeast corner of said Lot 48; **THENCE** S 09° 06' 21" W (S09° 15' 00" W), along the East line of said Lot 48 a distance of 1522.24.00 feet (1521.80') to a 1/2" iron rod found on the intersection with Military Road; **THENCE** N 78° 59' 13" W (N78° 50'00"W) along the right-of-way of said Military Road, a distance of 923.75 feet (925.00') to a 1/2" iron rod found on the southwest corner of tract of land deeded to Juan Cerda, recorded in Volume 1696, Page 552, H.C.D.R., for the southeast corner of this tract and the **POINT OF BEGINNING**;

**THENCE**, N 78° 59' 13" W (N78°50'00"W), continuing along the right of way of said Military Road, a distance of 194.17 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract;

**THENCE**, N 09° 06' 21 " E, at a distance 30.01 feet pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" on the North right-of-way line of said Military Road and continuing a total distance of 245.75'feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the South line of Mo. Pac. Rail Road right-of-way, for the Northwest corner of this tract;

**THENCE**, S 66° 17' 00" E, along the South line Rail Road right-of-way, a distance of 83.25 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on a point of curvature of said Rail Road right-of-way and this tract;

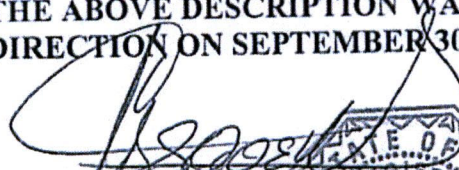
**THENCE** continuing along the South right-of-way line of said Rail Road and said curve to the left with a radius of 1829.64 feet an interior angle of 03° 40' 21", a Tangent of 58.66 feet, an arch length of 217.28 feet and a chord that bears S 68° 08' 03" E a distance of 117.26 feet to a 1/2" iron with a plastic cap stamped "CVQ LS" set on the northwest corner of said Cerda Tract, for the northeast corner of this tract;

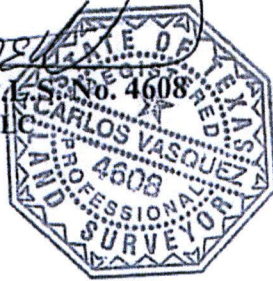
Page No. 2  
1.00 Acre of land

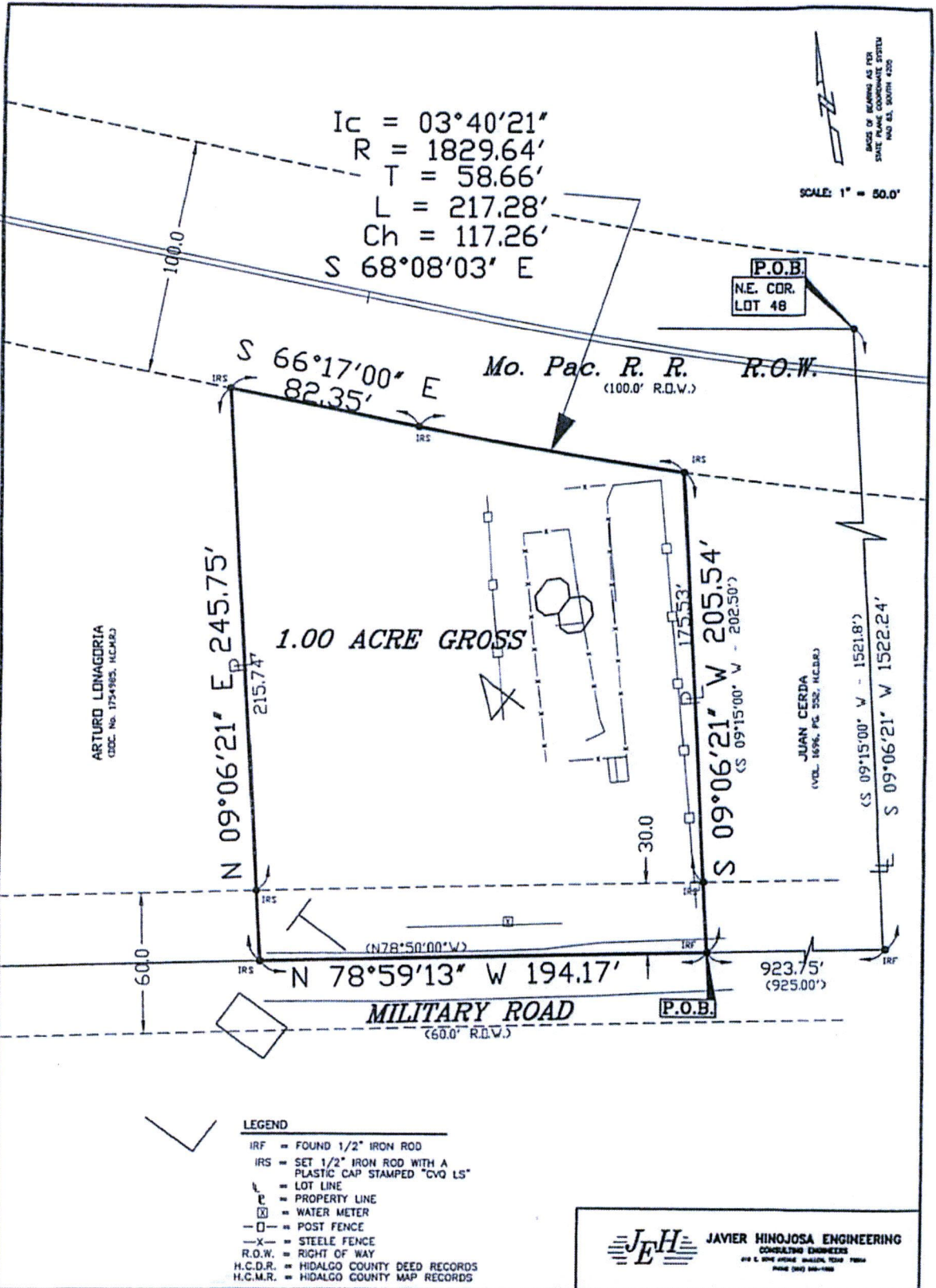
**THENCE**, S 09° 06' 21" W (S09°15'00"W), along the West line of said Cerda tract, at a distance of 175.53 feet pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, on the North right-of-way line of said Military Road, and continuing for a total distance of 205.54 feet (205.50') to the **POINT OF BEGINNING**, containing 1.00 acre of land, more or less.

Bearing basis as per TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON SEPTEMBER 30, 2009.**

  
Carlos Vasquez, R.P.L.S. No. 4608  
CVQ Land Surveyors, LLC





$I_c = 03^{\circ}40'21''$   
 $R = 1829.64'$   
 $T = 58.66'$   
 $L = 217.28'$   
 $Ch = 117.26'$   
 $S 68^{\circ}08'03'' E$

SCALE: 1" = 50.0'  
 BEARS OF BEARING AS PER  
 STATE PLANE COORDINATE SYSTEM  
 NAD 83, SOUTH ZONE

**P.O.B.**  
 NE. COR.  
 LOT 48

**Mo. Pac. R. R. R.O.W.**  
 (100.0' R.O.W.)

**1.00 ACRE GROSS**

ARTURO LONAGORIA  
 C.D.C. No. 1754985, H.C.M.R.

JUAN CERDA  
 (VOL. 1696, PG. 552, H.C.M.R.)

- LEGEND**
- IRF = FOUND 1/2" IRON ROD
  - IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
  - = LOT LINE
  - = PROPERTY LINE
  - ⊠ = WATER METER
  - = POST FENCE
  - X— = STEELE FENCE
  - R.O.W. = RIGHT OF WAY
  - H.C.D.R. = HIDALGO COUNTY DEED RECORDS
  - H.C.M.R. = HIDALGO COUNTY MAP RECORDS

**J.E.H. JAVIER HINOJOSA ENGINEERING**  
 CONSULTING ENGINEERS  
 517 BEAUMONT AVE. WILLOW, TEXAS 76091  
 PH. (254) 618-1881 FAX (254) 618-1847  
 WWW.CVEI.COM

**FLOOD DESIGNATION**

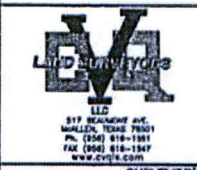
The flood designation for this property appears to be "Zone A1-A30", which are "Areas of 100-year flood; base flood elevations and flood hazard factors determined". As per F.E.M.A.'s Flood Insurance Rate Map Panel No.: BFE = 134.00

480334 0375 B Map Revised: January 2, 1981

Flood Zone is determined by graphic plotting only. We do not assume responsibility for exact determination.

**LEGAL DESCRIPTION**

This plat is a true and correct representation of a survey made on the ground of the property located at: **MILITARY ROAD**, Hidalgo County, Texas, described as follows: **1.00 ACRES OUT OF LOT 48, BLOCK 45**, Hidalgo County, Texas, according to the map or plat thereof recorded in **Volume 2, Page 8**, Map Records, Hidalgo County, Texas.



SURVEYED DATE: 09/30/09
JOB No.: 090908
DRAWN BY: C.V.
CHECKED BY: C.V.
REVISIONS:

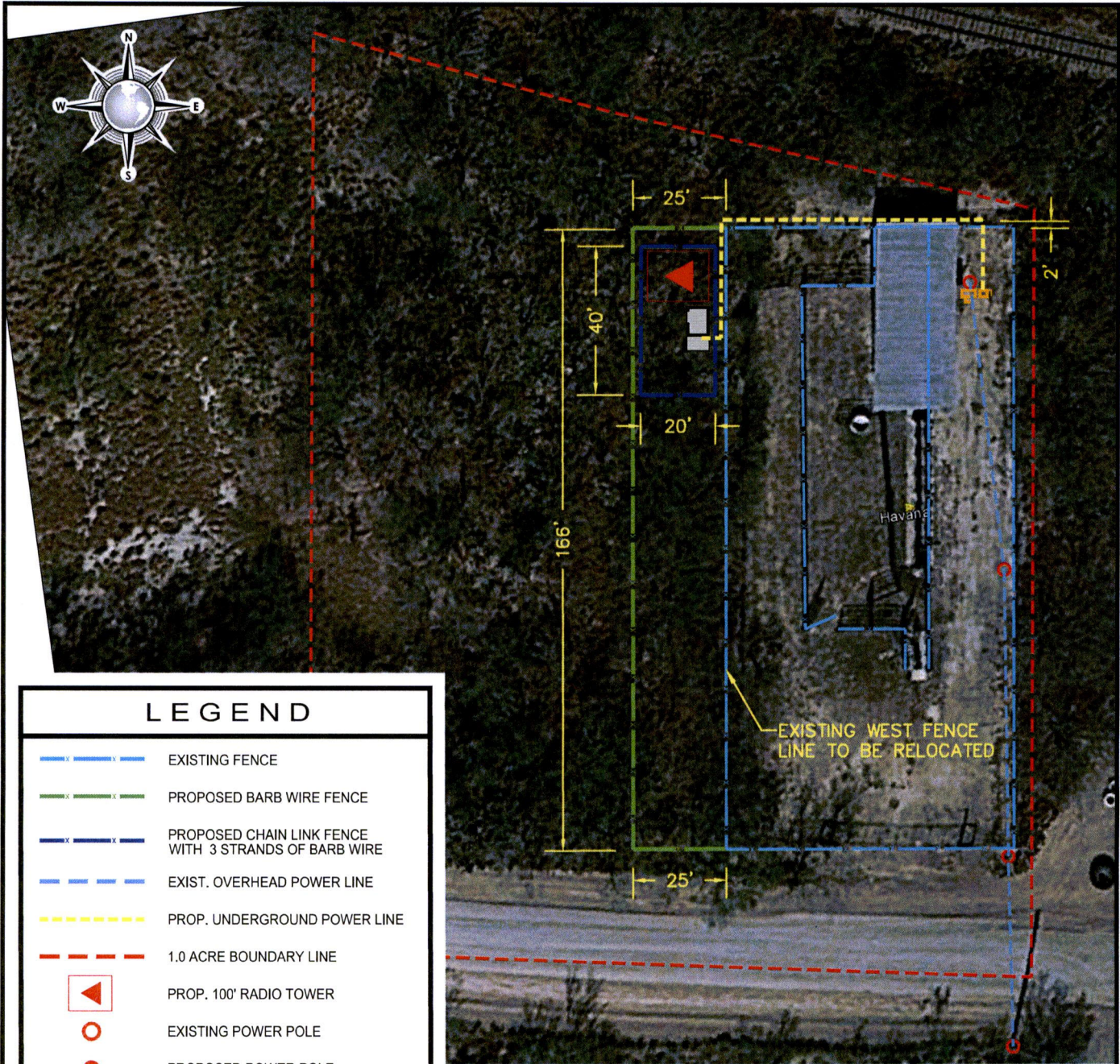
- NOTES**
- Subject to the subdivision regulations of the County of Hidalgo and/or ordinances or governmental regulations of the city in which the property may be located or holding extraterritorial jurisdiction of said property.
  - This survey was performed without the benefit of a title commitment, and may be subject to easements recorded or unrecorded.
  - If this survey does not bear an original seal and signature, it is **INVALID** as per Section 663.19 of the "The Professional Land Surveying Practices Act" enacted under Article 5282c, Vernon's Texas Civil Statutes.

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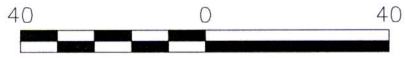
**SURVEYOR'S CERTIFICATION**

I, Carlos Vasquez, Registered Professional Engineer, do hereby certify the above foregoing is a true and correct representation of the survey made on the ground on 09/30/2009, on the ground and

Carlos Vasquez  
 R.P.L.S. No. 4608  
 STATE OF TEXAS



LEGEND	
	EXISTING FENCE
	PROPOSED BARB WIRE FENCE
	PROPOSED CHAIN LINK FENCE WITH 3 STRANDS OF BARB WIRE
	EXIST. OVERHEAD POWER LINE
	PROP. UNDERGROUND POWER LINE
	1.0 ACRE BOUNDARY LINE
	PROP. 100' RADIO TOWER
	EXISTING POWER POLE
	PROPOSED POWER POLE
	PICTURE NUMBER AND POSITION
	EXISTING ELECTRICAL METER
	EXISTING ELEC. DISCONNECT/PANEL



SCALE: 1"=40'

# Site Preparation for Tick Radio Shelter Installations

Site Name: Havana

INTERNATIONAL CONSULTING ENGINEERS  
 T.B.P.E. FIRM REGISTRATION #F - 10837