

AT	4:00	FILED	0'CLOCK	P	M
NOV 21 2017					
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS					
BY	NGC				DEPUTY

**INTERLOCAL COOPERATION AGREEMENT**

**BETWEEN HIDALGO COUNTY, TEXAS, AND BROOKS COUNTY, TEXAS**

**THIS AGREEMENT** is hereby made, entered into and executed by and between Hidalgo County, Texas, a duly organized political subdivision of the State of Texas, hereinafter "Hidalgo County," and Brooks County, Texas, a duly organized political subdivision of the State of Texas, hereinafter "Brooks County." Hidalgo County and Brooks County are collectively referred to herein as "the Parties." The purpose of this Agreement is for Hidalgo County to transfer surplus radios to Brooks County as more fully described below and in accordance with Texas Local Government Code §263.152. This Agreement shall be fully executed and enforceable on the date it is signed by both of the Parties.

**WITNESSETH**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 Texas Government Code, provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, Hidalgo County is in possession of thirty-four (34) various types of Motorola Radios ("radios") more specifically described in the attached Hidalgo County Asset Transfer Forms, and which are incorporated herein by reference. (*See Exhibit "A"*); and

**WHEREAS**, the radios were initially obtained through a grant, approval to transfer the same was obtained from the Office of the Governor of the State of Texas, and is incorporated herein by reference. (*See Exhibit "B"*); and

**WHEREAS**, the radios are "surplus property" as defined by Texas Local Government Code § 263.151, in that the radios are not salvage property, no longer needed by Hidalgo County for any purpose, and possess some usefulness for the purpose for which they were intended; and

**WHEREAS**, by ratification of this Agreement, the Hidalgo County Commissioners Court hereby declares that the radios are surplus property; and

**WHEREAS**, Brooks County has a need for radios for law enforcement purposes; and

**WHEREAS**, by ratification of this Agreement, Hidalgo County will transfer the radios to Brooks County to serve a public purpose; and

**WHEREAS**, by ratification of this Agreement, Brooks County will accept the transfer of the surplus radios and in exchange Brooks County will provide Hidalgo County with adequate

consideration by relieving Hidalgo County of all relocation and transportation expenses related to the transfer of the radios to Brooks County.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements of the Parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

### **ARTICLE I.**

Hidalgo County hereby declares that the radios listed in the Hidalgo County Asset Transfer Forms attached as **Exhibit "A"** are surplus property and that competitive bidding is not required since the purchaser is another county.

### **ARTICLE II.**

Hidalgo County hereby finds that the transfer of the surplus radios to Brooks County serves a public purpose.

### **ARTICLE III.**

Hidalgo County hereby transfers the surplus radios to Brooks County.

### **ARTICLE IV.**

Brooks County hereby accepts the transfer of the surplus radios.

### **ARTICLE V.**

In consideration for the transfer of the surplus radios to Brooks County by Hidalgo County, Brooks County hereby agrees that Hidalgo County shall have no financial responsibility for any relocation and transportation expenses related to the transfer of the surplus radios to Brooks County.

### **ARTICLE VI.**

Brooks County understands and agrees that Brooks County, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of Hidalgo County.

### **ARTICLE VII.**

Brooks County agrees to and accepts full responsibility for the acts, negligence or omissions of all Brooks County employees and agents, subcontractors or contract laborers and for those of all other persons doing work under a contract or agreement with Brooks County

related to the transferred property. Brooks County acknowledges and agrees that the radios are being transferred in an “As Is” condition with any and all faults and without any warranty whatsoever.

#### **ARTICLE VIII.**

**This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither Brooks County nor Hidalgo County waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.**

#### **ARTICLE IX.**

This Agreement represents the entire agreement between Brooks County and Hidalgo County and this Agreement supersedes all prior negotiations, representations or agreements, either written or oral between the Parties. This Agreement may be amended only by written instrument signed by the governing bodies of both Brooks County and Hidalgo County or those authorized to sign on behalf of those governing bodies.

#### **ARTICLE X.**

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas, and all obligations of the parties created by the Agreement as performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

#### **ARTICLE XI.**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties that the remaining portions of this Agreement shall remain valid and in full force and effect to the extent possible.

#### **ARTICLE XII.**

The undersigned officer or agent is the properly authorized official who has the necessary authority to execute this Agreement, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

### **ARTICLE XIII.**

This Agreement may be terminated in whole or in part by Brooks County or Hidalgo County upon thirty (30) days written notice to the other party. Notices shall be directed as follows:

For Hidalgo County:           Honorable Ramon Garcia  
Hidalgo County Judge  
100 E. Cano, Second Floor  
Edinburg, Texas 78539

Copy to:                         Ricardo Saldana  
100 E. Cano, Second Floor  
Edinburg, Texas 78539

For Brooks County:           Honorable Imelda Barrera  
Brooks County Judge  
100 E. Miller Street/ P.O. Box 515  
Falfurrias, Texas 78355

Copy to:                         79<sup>th</sup> Judicial District Attorney  
Carlos Omar Garcia  
P.O. Box 283  
Falfurrias, Texas 78355

### **ARTICLE XIV.**

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 their 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 latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

## **ARTICLE XV.**

No waiver by any party hereto of any breach of any provision of the Agreement will be deemed to be a waiver of any proceeding or succeeding breach of the same or any other provision hereof.

## **ARTICLE XVI.**

The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or policies of the Parties, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

## **ARTICLE XVII.**

The Parties agree that they will use reasonable, good faith efforts to execute each 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.

## **ARTICLE XVIII.**

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.

## **ARTICLE XIX.**

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 by providing 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.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BROOKS COUNTY, TEXAS**  
100 E. Miller St.  
Falfurrias, Texas 78355

By: \_\_\_\_\_  
Honorable Imelda Barrera  
Brooks County Judge

Acting on behalf and by the authority of  
The Commissioners Court of  
Brooks County, Texas

ATTEST:

By: \_\_\_\_\_  
Brooks County Clerk

**HIDALGO COUNTY, TEXAS**  
100 E. Cano  
Edinburg, Texas 78539

By: Ramon Garcia  
Honorable Ramon Garcia  
Hidalgo County Judge

Acting on behalf and by the authority of  
The Commissioners Court of  
Hidalgo County, Texas

ATTEST:

By: Arturo Guajardo  
Hidalgo County Clerk, Arturo Guajardo



11/21/17 ms

APPROVED AS TO FORM:  
Office of Hidalgo County Criminal District Attorney,  
Ricardo Rodriguez, Jr.

By: Josephine Ramirez-Solis  
Josephine Ramirez-Solis, ADA

**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN  
HIDALGO COUNTY, TEXAS, AND BROOKS COUNTY, TEXAS**

Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, having declared thirty four (34) radios to be surplus property and then transferring the radios to Brooks County, Texas, whereby Brooks County, Texas, accepted the transfer and agreed to bear the cost of all storage, transportation, and relocation related to the receipt of the surplus property.

By vote on the date below, the Hidalgo County Commissioners Court has approved the Interlocal Cooperation Agreement, described above and authorized execution of this document by the presiding officer of the Hidalgo County Commissioners Court.

Date: 11/21/17

By: Ramon Garcia  
Ramon Garcia  
Hidalgo County Judge

11/21/17 *sm*











**Zimbra****rogelio.garcia@co.hidalgo.tx.us**

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**2005 Hidalgo County Radios**

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**From :** Jiewei Ding  
<Jiewei.Ding@gov.texas.gov>

Tue, Nov 07, 2017 01:30 PM

**Subject :** 2005 Hidalgo County Radios

**To :** rogelio garcia  
<rogelio.garcia@co.hidalgo.tx.us>

Hello Roy,

As discussed over the phone, the 34 emergency management radios purchased with the FY 2005 Homeland Security Grant funds can be disposed of under the Hidalgo County's Disposition Policy as the radios have exceeded the equipment retention period of the grant and each unit's fair market value is below \$5,000.

Sincerely,

**Jiewei "Jerry" Ding**  
Grant Coordinator  
Office of the Governor  
Homeland Security Grants Division  
512-463-8336  
Email: [jiewei.ding@gov.texas.gov](mailto:jiewei.ding@gov.texas.gov)

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# TEXAS DEPARTMENT OF PUBLIC SAFETY

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ALAN B. POLLUNEKY  
RANDY WATSON

## THSSAA Information Bulletin

No. 15-002,

April 2, 2015

To: Texas Regional Councils  
Texas Association of Regional Councils  
Urban Area Security Initiative Grant Program Points of Contact  
All Texas State Homeland Security Grant Program Points of Contact

From: Garry Jones  
Deputy Assistant Director  
Texas Homeland Security State Administrative Agency (THSSAA)

Subject: Use, Disposition, Pass-through and Loan of HSGP Funded Equipment

Attachment: (1) SF-428, SF-428c, and SF-428s Forms  
(2) Equipment Pass-Through Form  
(3) Equipment Loan Form

### Purpose:

This Information Bulletin clarifies the use of and process to dispose of, pass-through or loan grant purchased equipment and replaces THSSAA Information Bulletin #3 issued August 31, 2006 and THSSAA Information Bulletin #11-001 issued March 2, 2011. This will apply to all Homeland Security grant-funded equipment that is either noted as a capital asset or a controlled asset per THSSAA Information Bulletin# 12-004.

In some cases sub-recipients are required to request disposition instructions for equipment acquired with grant funds (acquired equipment) when original or replacement equipment is no longer needed for the original program or for other activities currently or previously supported by a Federal agency. Sub-recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the Federal government.

Sub-recipients may pass-through equipment procured with grant funds to a project participant to carry out grant-funded activities.

Sub-recipients may temporarily loan equipment procured with grant funds to a governmental or non-governmental entity to carry out or support grant-related activities.



- A serial number or other identification number (Should match serial number or ID number recorded on project participant's inventory log.)
- The location of the equipment
  - The location may be referenced as the project participant's jurisdiction
  - A notation and the date that the equipment item was passed-through to a project participant

Example Location Entry: Pass Through to Sample County on 1/15/15

- The sub-recipient must maintain, at a minimum, the above referenced information on their inventory list until notification is received from the project participant that the equipment has been properly disposed of.
- The project participant becomes responsible for any aspects of the asset including inventory control, disposition, and complying with all grant requirements as noted in the MOU.

The corresponding THSSAA Passed-through Equipment Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

## Loaned Equipment

Acquired equipment may be temporarily loaned to a governmental or non-governmental entity to carry out or support grant-related activities under the following conditions:

- A memorandum of understanding (MOU) exists between the sub-recipient and the receiving entity (see section below for MOU requirements).
- The receiving entity of loaned equipment must meet the same THSSAA eligibility criteria as the sub-recipient see <http://www.tdcns.state.tx.us/directo.../smt/psu/documents/gen/HSGPEligmsn.pdf> for general eligibility requirements). It is the responsibility of the sub-recipient to verify the eligibility of the receiving entity.
- Equipment is loaned for a temporary time period for the purpose of a recent or immediate upcoming event. There is no intention by the sub-recipient to have the receiving entity keep the equipment.
- The sub-recipient retains responsibility for all aspects of the asset, including inventory control, disposition and complying with all grant requirements.

Some governmental entities in the State of Texas find it necessary in the furtherance of their Emergency Operations Plan to loan equipment to non-governmental responding entities. Some examples would be: school districts, not for profit organizations, volunteer fire departments, etc. In consultation with the Department of Homeland Security, following are additional eligibility requirements for loans to non-governmental entities:

- The non-governmental entity must be an emergency response or public safety agency.
- The sub-recipient in receipt of Homeland Security grant funded equipment must determine the non-governmental entity is included in the Emergency Operations Plan of a governmental jurisdiction. This plan must meet and be maintained at no less than the intermediate preparedness level required for HSGP grant eligibility and be on file with the Texas Division of Emergency Management (TDEM).

- The non-governmental entity must comply with HSPD-5, Management of Domestic Incidents, the adoption of the National Incident Management System (NIMS), a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.
- It is allowable for a NIMS compliant organization to purchase equipment which is then used by others via a Memorandum of Understanding. Such an arrangement would be appropriate when a governmental entity wants to ensure that its organizations, included in their Emergency Operations Plan, with fewer resources can still effectively respond. The receiving entity(ies) should have a plan indicating whether and/or how they address the NIMS recommendations for Non-governmental entities.

The corresponding THSSAA Equipment Loan Form must be completed under all conditions for all controlled or capital assets as defined by THSSAA IB 12-004. A copy of the THSSAA form must be retained by both parties.

Emergency Loan Conditions:

In the event of a time sensitive situation where time spent verifying eligibility may endanger life or property, equipment may be loaned for mutual aid immediately but for a period of **not more than 60 days** without the need to verify eligibility. The sub-recipient will complete the (Equipment Loan Form) and retain it in their files.

Example: A storm hits a small community and has knocked out power. Generators are needed to help power a local hospital. Time is of the essence and a jurisdiction would not need to verify eligibility before moving the equipment. The generator will only be needed for a few weeks until power is restored.

**Memorandum of Understanding (MOU) for Passed-Through or Loaned Equipment:**

A sub-recipient who passes-through or loans procured equipment to another eligible jurisdiction or non-governmental entity must develop and complete an MOU for all controlled and capital assets as defined in SAA IB# 12-004.

The MOU must include:

1. The basis of the agreement.
2. Signature and date of both parties.
3. Details of the equipment to include: Description, Control number, SER/VIN number, Model number, Acquisition date and Unit cost.
4. Responsible party for the care, custody, control, maintenance, disposition and use of the equipment including but not limited to:
  - a. Inventory control of any equipment loaned to a non-governmental entity in accordance with THSSAA Policy and the Uniform Grant Management Standards.
  - b. Maintaining any issued equipment in good working order.
  - c. Ensuring the equipment is used only as allowable under the grant and in the furtherance of the Emergency Operations Plan.
  - d. Ensuring the sub-recipient is notified when passed-through equipment is disposed of by a project participant.

The MOU must be retained by both the receiving entity and the sub-recipient.

## **Equipment Disposition – Approval Required**

Approval to dispose of equipment with a current per unit fair market value (FMV) of \$5,000 or more is required in the following circumstances:

- The original sub-grant from which the equipment was purchased is still open (active).
- Original or replacement equipment acquired under a sub-grant is lost, destroyed, or stolen and insurance proceeds to purchase or offset the cost of a replacement are available.
- Original or replacement equipment acquired under a closed grant or sub-grant is no longer needed for the original program or for other activities currently or previously supported by either the Federal awarding agency under which the equipment was originally procured or any another Federal agency.
- When original or replacement equipment is sold the awarding agency shall have a right to an amount calculated by multiplying the current FMV or proceeds from sale by the awarding agency's share of the equipment:

(FMV) X THSSAA's percentage (%) share of the original equipment acquisition cost.

Example 1: Equipment Purchased Using 100% Grant Funds

Current fair market value (appraisal) = \$6,300.

Formula:  $\$6,300 \times 100\% = \$6,300$

THSSAA would be entitled to the full \$6,300.

Example 2: Equipment Partially Purchased with Grant Funds

Current fair market value (appraisal) = \$6,300

Percent that grant funds contributed to original purchase: 75%

Formula:  $\$6,300 \times 75\% = \$4,725$

THSSAA would be entitled to \$4,725

## **Equipment Disposition - No Approval Required**

A disposition request is NOT required if the grant-funded equipment meets any of the following conditions:

- The current per unit fair market value of the equipment is less than \$5,000.
- It is being used by the program for which it was originally acquired, regardless of whether or not the program is still receiving federal grant funds.
- The original sub-grant under which the equipment was purchased is closed and it is being used by another program within the jurisdiction/agency, region, or state that has received federal grant funds.

When no longer needed for the original program, the equipment may be used in other activities currently or previously supported under a federal grant or sub-grant. Note: Disposing of equipment by transferring to other federally funded programs implies the equipment is no longer necessary within the original grant program. As a result, THSSAA may not consider funding requests for similar equipment purchases from a sub-recipient who has transferred equipment in this manner for a period of time similar to the typical useful life of the transferred equipment.

- First preference for other use shall be given to programs currently or previously supported by grants from the federal awarding agency that sponsored the grant under which the equipment was procured.

For example, if the equipment was procured under the federal Homeland Security Grant Program from the Department of Homeland Security, Federal Emergency Management Agency (FEMA), then first preference must be given to other programs funded by FEMA in the order referenced below:

- o Sub-recipients should first **review needs within their jurisdiction/agency** to determine if any programs supported by FEMA could use the equipment.
  - o If no programs within the jurisdiction/agency need the equipment then sub-recipients should **consult with the COG/UASI to review needs** within the region.
  - o If no programs within the COG/UASI region need the equipment then sub-recipients should **consult with THSSAA** to determine if the equipment could be used within any TXDPS programs funded by FEMA or within a program located within another region of the state.
- Next preference for other use shall be given to programs currently or previously supported by any other federal awarding agency. This includes any program that has received federal funds through a grant or sub-grant from any federal agency. Consideration must be given to other programs that are receiving or have received federal funds in the same order referenced above.

The sub-recipient must document the disposition date on their equipment inventory log and maintain documentation supporting decisions allowing for equipment use based on the preferences listed above.

### Equipment Disposition Request Procedure:

A Tangible Personal Property Report (SF-428), Disposition Request (SF- 428c), and Supplemental Sheet (SF-428s) are required to request disposition instructions or report disposition for equipment with a current per unit FMV of \$5,000 or more. A written appraisal of FMV must be included with the forms.

- The sub-recipient or receiving entity of passed-through equipment must submit the forms and written appraisal to the THSSAA Monitoring Section at [THSSAA.Monitoring@txdps.texas.gov](mailto:THSSAA.Monitoring@txdps.texas.gov).
- If applicable as noted in the grid below, THSSAA will forward the documents to FEMA for approval, denial or special instructions.
- If THSSAA or FEMA does not provide disposition instructions within 120 days, the sub-recipient or receiving entity of passed-through equipment may continue to use the equipment or dispose in accordance with the applicable property standards.
- THSSAA will notify the sub-recipient or receiving entity of passed-through equipment of THSSAA's or FEMA's decision.

**Disposition Approval Matrix for Equipment Valued Over \$5,000**

Equipment Disposition Type	Active Grant	Closed Grant
Retain for Original Purpose	No Approval Required	No Approval Required
Use in Other Federally Funded Activity/Program	THSSAA Approval Only	No Approval Required
Use Insurance Proceeds to Replace Lost, Destroyed, or Stolen Equipment	THSSAA Approval Only	THSSAA Approval Only
Trade in or Sell to Offset Cost of Replacement Equipment	THSSAA Approval Only	THSSAA Approval Only
Sell Equipment w/ Federal Share of Proceeds Refunded	THSSAA/FEMA Approval	THSSAA/FEMA Approval
Use in Non-Federally Funded Activity/Program	THSSAA/FEMA Approval	THSSAA/FEMA Approval

For any questions not addressed here or about the SF-428 forms, contact THSSAA monitoring unit.



Motorola XTS 1500 Portable Radio	46678	687TGWE398
Motorola XTL 1500 Mobile Radio	46688	726TGU0698
Motorola XTL 1500 Mobile Radio	46694	726TGU0689
Motorola XTL 1500 Mobile Radio	46697	726TGU0692
Motorola XTL 1500 Mobile Radio	46690	726TGU0694
Motorola XTL 1500 Mobile Radio	46695	726TGU0690
Motorola XTL 1500 Mobile Radio	46652	726TGU1705
Motorola XTL 1500 Mobile Radio	46653	726TGU0693
Motorola XTL 1500 Mobile Radio	46696	726TGU0691
Motorola XTL 1500 Dash Mount Radio	46689	726TGU1709
Motorola XTL 1500 Dash Mount Radio	49050	726TGU1706
Motorola XTL 1500 Dash Mount Radio	46700	726TGU0688
Motorola XTL 1500 Dash Mount Radio	46699	726TGU0687