

STATE OF TEXAS

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COUNTY OF FORT BEND

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**INTERLOCAL COOPERATION AGREEMENT BETWEEN
FORT BEND COUNTY OFFICE OF EMERGENCY MANAGEMENT
AND
HARRIS COUNTY CENTRAL TECHNOLOGY SERVICES**

This Interlocal Cooperation Agreement “(Agreement”) is made and entered into by and between Fort Bend County (“Fort Bend”), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court on behalf of the Fort Bend County Office of Emergency Management (“OEM”), and Harris County (“Harris”), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court on behalf of Harris County Central Technology Services (“CTS”), hereinafter referred to collectively as “Parties.”

RECITALS:

WHEREAS, Fort Bend was the sub-recipient of a sub-award received from the 2004 Homeland Security Grant Program, and with said award Fort Bend purchased certain federally controlled equipment (“equipment”), as defined by FEMA Grants Program Directorate Bulletin No. 407a, which was used by local law enforcement and emergency response agencies of Fort Bend County to enhance the capability of local agencies to prepare for, prevent, respond to and mitigate incidents of terrorism; and

WHEREAS, Fort Bend desires to dispose of the equipment due to its age and antiquated analog technology; and

WHEREAS, Harris has a current need and use for the equipment and agrees to retain and use the equipment in a manner for which it was originally acquired; and

WHEREAS, given the nature of the federally controlled equipment and the potential impact on communities, the State of Texas has imposed controls on the acquisition, use, transfer and disposition of said equipment in compliance with federal law, 2 C.F.R. Part 200; and

WHEREAS, Fort Bend, as the grant sub-recipient, has been authorized by the State of Texas, Office of the Governor (“OOG”), Homeland Security Grants Division (“HSGD”) to transfer the equipment to Harris pursuant to a memorandum of understanding or interlocal agreement which details the transfer process, responsibilities of the receiving party, the equipment use and maintenance procedures, and record retention protocol for the equipment;

and

WHEREAS, the parties desire to enter into an Agreement to coordinate the transfer of the equipment, set forth expectations and responsibilities of the Parties to ensure the respective parties' understanding and acknowledgement of the use and maintenance requirements, and ensure record retention and proper procedure for the return of the property to Fort Bend if this Agreement is terminated prior to the consumption of the equipment;

WHEREAS, TEXAS GOVERNMENT CODE, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the transfer of federally controlled equipment is in each party's best interest and that of the public and this Agreement will increase the effective and efficient functioning of each party; and

WHEREAS, Fort Bend and Harris are local governments as defined in the TEXAS GOVERNMENT CODE, Section 791.003(4), have the authority to enter into this Agreement, and are each entering this Agreement by the action of its governing party in the appropriate manner prescribed by law; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties understand, acknowledge and agree as follows:

1. **Equipment.** The following Equipment will be transferred by Fort Bend to Harris in accordance with the procedures outlined in this AGREEMENT:

Description: Communication of Wheels Trailer (COW)

Serial Number: 146UH27244M043729

Fort Bend County Inventory Number: 1020323

Federal Grant Title: 2004 Homeland Security Grant Program

Federal Grant Number: 2004-GE-T4-4015

Federal Granting Agency: Office of Grants and Training Department of Homeland Security (DHS)

Original Acquisition Date: January 27, 2004

Acquisition Cost: \$249,000.00

Current Condition: Repairable

2. **Responsibilities in Cooperative Effort.**

- a. Fort Bend shall provide a copy of an updated Inventory list, which includes the manner of disposition of the equipment, to the Office of the Governor, HSGD and to Harris upon transfer of the equipment.
- b. Harris agrees to pick up the equipment from Fort Bend at the following location: Fort Bend County Sheriff's Office, 1410 Williams Way, Richmond, Texas 77469, within thirty (30) days of the signed AGREEMENT, and Fort Bend will surrender the equipment to the designated representative for Harris. The Point of Contact for each agency shall sign this AGREEMENT at the time of the transfer and/or receipt of the equipment.
- c. Harris understands and acknowledges that upon receipt of the equipment, Harris will be responsible for all aspects of the equipment including maintaining property records, physical inventory, control system, maintenance procedures, disposition, and compliance with any existing grant requirements as set forth in the AGREEMENT.
- d. Harris agrees to use the equipment to support homeland security and emergency operations planning activities.
- e. Harris agrees to maintain complete property records and to conduct a semi-annual physical inventory.
- f. Harris agrees to maintain the equipment in good working order.
- g. Harris agrees to ensure that the deployable equipment will be made available during an event requiring a regional response.
- h. Harris agrees to notify Fort Bend when the passed-through equipment is ultimately disposed of by Harris, and the method of disposal.
- i. Harris agrees, that upon request, the equipment and any related documentation will be made accessible to Fort Bend, the Office of the Governor of Texas or any designees.
- j. The Parties shall each retain a copy of the fully executed AGREEMENT, and any records concerning the equipment for at least three (3) years from the date the equipment is disposed, replaced or transferred by said party.

3. **Term.** This AGREEMENT commences on the date of the last Party's signature of execution and terminates when the equipment is consumed, expended, lost or destroyed, unless terminated earlier by either party as provide in the termination section of this AGREEMENT.
4. **Consumption or Return Equipment.** It is intended that Harris will consume the equipment specified in Paragraph 1. during the course of the Activity described in paragraph 2(d). If this does occur, Harris will provide written notice of its consumption to Fort Bend. If the event consumption does not occur and this AGREEMENT is terminated, Harris will return the equipment to Fort Bend at an acceptable time and in a manner to be provided in writing by Fort Bend. If the equipment is lost, unintentionally destroyed, or damaged beyond repair prior to its intended consumption while in the custody of Harris, Harris will issue a certificate of loss/destruction/irreparable damage to Fort Bend.
5. **Contact Information and Notice.** Each party shall identify contact person(s) for purposes of implementing the terms of this AGREEMENT. All notices and communication under this AGREEMENT shall be in writing and must be delivered by hand, facsimile, or United States registered or certified mail, return receipt requested or delivered by any national overnight express delivery service, to the following addresses:

a. FORT BEND contact: Deputy Doug Barnes
Senior Planning Coordinator
Office of Emergency Management
307 Fort Street
Richmond, Texas 77469-7728
Tel: (281) 238-3417
Fax: (281) 342-4798
Email: Douglas.Barnes@fortbendcountytexas.gov

AND

Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

b. HARRIS contact: Greg Jurrens
Sr. Mgr – Engineering, Communications Services
Public Safety Technology Services
Harris County – CTS
401 Caroline Street, 4th Floor
Houston, Texas 77002
Tel: (713) 274-8925
Cell: (512) 705-6275
Fax: (713) 437-8463
Email: greg.jurrens@cts.hctx.net

AND

Harris County
Attn: County Judge
1001 Preston, Suite 911
Houston, Texas 77002

5. **Termination.** This Agreement may be terminated at any time during its term, for any reason, by either Party by giving thirty (30) days written notice of its intent to terminate to the other Party.
6. **Satisfaction of Grant Requirements.** Fort Bend represents that there are no existing grant requirements that must be satisfied under the 2004 Homeland Security Grant Program and that Fort Bend is no longer receiving federal grant funds concerning the equipment.
7. **Compliance with Laws and Regulations.** The Parties shall observe and comply with all applicable federal, state, local, tribal, and territorial laws, rules, ordinances, and regulations in any manner affecting the performance of any obligations undertaken by this AGREEMENT, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle Fort Bend and Harris to terminate this Agreement immediately upon delivery of written notice of termination.
8. **Current Revenues.** Fort Bend has not allocated any funds for any services to be provided or obligations to be met pursuant to this AGREEMENT and has no obligation to make any payments hereunder. Any party paying for the performance of governmental functions, services or obligations under this AGREEMENT must make those payments from current revenues available to the paying Party. In the event funds are needed to carry out any purpose of this AGREEMENT, and Fort Bend

has not appropriated or allocated such funds to carry out the purpose of this agreement, the sole remedy of Fort Bend is to terminate this AGREEMENT.

9. **Governing Law.** This AGREEMENT is governed in all respects by the Constitution and laws of the State of Texas. Nothing in this AGREEMENT shall be construed to waive either party's sovereign immunity.
10. **Relationship of the Parties.** This AGREEMENT is not intended to and shall not create a partnership, joint venture or joint enterprise among the parties. It is understood and agreed by the parties that the personnel of one party shall not be considered employees, agents, partners, joint ventures, or servants of any other party to this AGREEMENT. The parties are undertaking governmental functions or services under this AGREEMENT and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The party undertaking work under this AGREEMENT shall control the direction, details and managements of such work.
11. **No Third Party Beneficiaries.** The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this AGREEMENT.
12. **Invalid Provision.** If any of the provisions contained in this AGREEMENT are deemed invalid, such invalidity will not affect the other provisions and the AGREEMENT will be construed as if the invalid provision had never been contained in this AGREEMENT.
13. **No Assumption of Liability.** No Party assumes the liability for the system(s) under the control of any other Party or for the actions of employees of any other Party. This Agreement is not intended to create any cause of action for the benefit of third parties.
14. **Immunity as a Defense.** No signatory hereto or participating agency has agreed to waive any defense, right, immunity, or other protection under law, including any statutory provision, by entering into this AGREEMENT.
15. **Audit and Inspection of Records.** Harris shall permit the authorized representatives of Fort Bend, OOG, and the federal government to inspect and audit all data and records relating to the equipment referenced in this AGREEMENT. Each party shall keep its books and records available for this purpose for at least three (3) years after this AGREEMENT terminates. In the event any record is needed to support any dispute or legal action, such records shall be maintained for a period of not less than three (3) years following the settlement of any such dispute or legal action.
16. **Assignment.** Any assignment or other transfer of this AGREEMENT or any part hereof without the express consent in writing of the other Parties shall be void and of no effect.

17. **Entire Agreement.** The entire understanding and agreement of the Parties is contained herein and no change in or modification, amendment or discharge of this AGREEMENT in any form whatsoever shall be valid or enforceable unless it is in writing and signed by all Parties.
18. **Execution.** This AGREEMENT may be executed in multiple counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each party warrants that the undersigned is a duly authorized representative with the power to execute this AGREEMENT.

{EXECUTION PAGE FOLLOWS}

{REMAINDER INTENTIONALLY LEFT BLANK}

IN WITNESS HEREOF, the parties have herewith set their signatures as of the date written below.
This AGREEMENT is not effective until executed by all necessary parties.

FORT BEND COUNTY

HARRIS COUNTY

Robert E. Hebert,
Fort Bend County Judge

Ed Emmett,
Harris County Judge

Date

Date

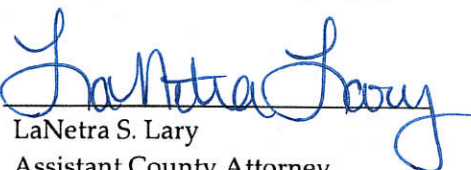
ATTEST:


By: _____
Laura Richard, Fort Bend County Clerk

APPROVED AS TO FORM:

ROY CORDES
FORT BEND COUNTY ATTORNEY

VINCE RYAN
HARRIS COUNTY ATTORNEY

By: 
LaNetra S. Lary
Assistant County Attorney

By: 
Cherelle Sims
Assistant County Attorney

TO BE SIGNED AT TIME OF TRANSFER BY THE FOLLOWING POINT OF CONTACTS:

APPROVED:

FORT BEND COUNTY
Office of Emergency Management

HARRIS COUNTY
Central Technology Services

By: _____
Douglas Barnes,
Senior Planning Coordinator

By: _____
Greg Jurrens, Sr. Engineering,
Communication Services,
Public Safety Technology Services

Date of Transfer: _____

Date of Receipt: _____