

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER,
CITY OF MCALLEN, TEXAS AND COUNTY OF HIDALGO, TEXAS**

THIS Agreement is made on this the ____ day of _____ 2009, by and between the **UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER**, through its National Disaster Life Support (“NDLS”) National Training Center of Texas, hereinafter referred to as the “NDLS Training Center”, the **CITY OF MCALLEN, TEXAS**, hereinafter referred to as the “City”, and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as the “County”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, NDLS Training Center is a component of the University of Texas Southwestern Medical Center, created by the laws of the State of Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City is a home rule municipality created by the laws of the State of Texas;

WHEREAS, NDLS Training Center program standardizes the emergency response approaches and procedures for all healthcare providers and makes disaster preparedness training consistent across the country;

WHEREAS, NDLS Training Center is one of the most active disaster and anti-terrorism training centers in the nation;

WHEREAS, the County and City are in need of the specialized training offered by NDLS Training Center which will strengthen the local public health system in terms of dealing with public health emergencies;

WHEREAS, the parties desire to engage the services of the NDLS Training Center for basic and advanced disaster life support as provided in Exhibit “A” attached hereto and incorporated herein for all purposes;

WHEREAS, the City has adequate facilities in which to host the specialized training described herein;

WHEREAS, NDLS Training Center, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code

791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, NDLS, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. NDLS Training Center agrees to provide Basic and Advanced Disaster Life Support to County employees and regional healthcare providers as specified in Exhibit "A", however the parties agree that the training dates identified in Exhibit "A" are subject to change upon mutual written agreement by the parties but in no event shall such training occur later than December 31, 2009.
2. Within thirty (30) days of receipt of invoice from NDLS Training Center, the County agrees to pay NDLS Training Center an amount not to exceed Twenty Six Thousand Two Hundred and Fifty Dollars and no/100ths (\$26,250.00) for the training described herein.
3. All training which is the subject of this Agreement shall be conducted at facilities furnished by the City at the City's sole cost and expense during regular business hours which shall be coordinated with County and NDLS. Should the need arise to conduct any training during nights or weekends, the City shall use its best efforts to accommodate this request.
4. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed 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 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.
5. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
6. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by NDLS Training Center, City and County, and not otherwise.
7. **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 in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

8. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications 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 NDLS Training Center: Mr. Thomas Lehman
UT Southwestern Medical School
E6. 110
5323 Harry Hines Blvd. MC 8890
Dallas, Texas 78390

If to County: County of Hidalgo
Attention: County Judge
P.O. Box 758
Edinburg, TX 78540-0758

If to City: City of McAllen
Attention: City Manager
1300 Houston Ave.
McAllen, Texas 78501

With copies to: Mr. Eduardo Olivarez
1304 S. 25th
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.

9. **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.
10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
11. **Assignment.** This Agreement shall not be assignable.

- 12. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- 13. **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 so often as may be appropriate.
- 14. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
- 15. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- 16. **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 pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.
- 17. **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of the Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

**UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER**

Its: _____

CITY OF MCALLEN, TEXAS

Richard Cortez, Mayor

ATTEST:

City Secretary

HIDALGO COUNTY, TEXAS

J.D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"

CONTRACT NO. 901724

Mutual Agreement to Provide Training Courses

UT Southwestern Medical Center will provide the following NDLS series of training courses to Hidalgo County Health and Human Services Department (CLIENT) 1304 S. 25th Ave Edinburg, TX 78539 (ADDRESS). BDLs August 25, 2009 ADLS August 26 and 27, 2009. (DATES). Lilibeth Garcia is acting as the authorized agent or representative of the CLIENT.

1501 Pecan Ave.

The course will be held at McAllen, TX 78501(ADDRESS).

I. UT Southwestern Medical Center/NDLS National Training Center of Texas will provide the following for the selected courses.

BDLS - Dates: Aug 25, 2009

- Trained faculty sufficient to conduct the course.
- Trained support personnel necessary to run and troubleshoot the required presentation and AV equipment.
- All training materials, including; MANUALS, SURVEY MATERIALS, TESTING MATERIALS.
- Certificates of Completion as issued by the AMA.
- Available CEU's for qualified participants for a charge of \$15 per student.

ADLS Dates: Aug 26 and 27, 2009

- Trained faculty sufficient to conduct both days of the course.
- Trained support personnel necessary to run and troubleshoot the required presentation and AV equipment and training equipment.
- All training materials, including; MANUALS, SURVEY MATERIALS, TESTING MATERIALS.
- All equipment necessary to both days of training. This includes METI ECS manikins; necessary moulage and Mass Casualty/MASS Triage field exercise equipment, multiple sets PPE and DECON equipment, necessary skills station materials.
- Certificates of Completion issued by the AMA.
- Access to available CEU's for qualified participants for \$15 per student.

II. The following fees apply to the listed courses only.


COURSE COST PER PARTICIPANT

- CDLS
- BDLs \$125.00 per student - Minimum 40 students (\$5000). Students above the minimum of forty will be assessed at \$75.00 each.
- ADLS \$400.00 per student - Minimum 40 students (\$16,000) Students above the minimum of forty will be assessed at \$200.00 each. Please note there is a MAXIMUM of sixty (60) students for ADLS.
- ADLS-I
- CEU's \$15.00 Cost for credits per each participant requiring CEU's

Please Make Checks Payable to UTSW (University of Texas Southwestern Medical Center at Dallas)

Send Checks To:

**UT Southwestern
Office of Post Award Administration
P.O. Box 841765
Dallas, TX 75284-1765**

APPROVED AS TO CONTENT
 INVESTIGATOR  DATE 4/7/09
 DEPT CHAIRMAN _____ DATE _____

ADDITIONAL CLIENT RESPONSIBILITIES

(Mutual Agreement to Provide NDLS Training Courses)

In addition to the AGREED UPON FEES (Sections III) the CLIENT agrees to supply the following;

BDLS/CDLS

- Agreed upon number of students. Minimum of 40 students. **NOTE: The maximum numbers of students is limited only by the size of available classroom but MUST be communicated to the NDLS Training Center PRIOR to the course in order to ensure that adequate training materials are available for the class!** _____
- Suitable classroom that will comfortably hold the entire class, provide for a multi-media learning presentation, and is conducive to learning. _____
- At least two administrative personnel to aid in registration and paperwork. _____
- *List of registered students in the Microsoft Excel format. The spreadsheet must contain the following columns; First Name, Middle Initial, Last Name, Address 1 (address of where to send certificate), Address 2, City, State, Zip Code, eMail Address*
- Tables and chairs for registration personnel. _____
- Tables and chairs for the faculty with access to the internet (if possible)
- Suitable AV equipment to include (If Checked) _____
 - Multi-Media Projector
 - Projection Screen large enough to be easily seen by all participants
 - Public Address System
 - Wireless Lapel Microphones
- Parking Space for 16' to 20' Truck and instructor vehicles

ADLS – DAY 1

- Agreed upon number of students. Minimum of 40 students. Maximum number of students is normally 60. There are other options available to accommodate a larger number of students... Please contact your UT/NDLS Representative for those options. _____
- Suitable main classroom that will comfortably hold the entire class, provide for a multi-media learning presentation, and is conducive to learning. _____
- At least two administrative personnel to aid in registration and paperwork. _____
- *List of registered students in the Microsoft Excel format. The spreadsheet must contain the following columns; First Name, Middle Initial, Last Name, Address 1 (address of where to send certificate), Address 2, City, State, Zip Code, eMail Address*
- Tables and chairs for registration personnel. _____
- Tables and chairs for the faculty with access to the internet (if possible)
- Suitable AV equipment to include (If Checked) _____
 - Multi-Media Projector
 - Projection Screen large enough to be easily seen by all participants
 - Public Address System
 - Wireless Lapel Microphones
- NOTE: We will bring all required presentation equipment
- Second Classroom that will accommodate approximately ½ of the class for the second half of the day _____
- Parking and loading access for a 16' to 20' Truck and instructor vehicles

ADLS – DAY 2

- Agreed upon number of students. Minimum of 40 students. Maximum number of students is normally 60. There are other options available to accommodate a larger number of students... Please contact your UT/NDLS Representative for those options. _____
- Suitable main classroom that will comfortably hold the entire class, provide for a multi-media learning presentation, and is conducive to learning. _____
- At least two Administrative personnel to aid in registration and paperwork. _____
- Tables and chairs for registration personnel. _____
- Tables and chairs for the faculty with access to the internet (if possible)
- Suitable AV equipment to include (If Checked) _____
 - Multi-Media Projector
 - Projection Screen large enough to be easily seen by all participants
 - Public Address System
 - Wireless Lapel Microphones

(Mutual Agreement to Provide NDLS Training Course)

- **Second Classroom** for the HPS/ECS Simulation Station equipped with either a breakout room or access to a hallway/isolation area. Must have access to multiple electrical outlets, At least one 6' table and at least two chairs (for operator). Room should be approximately 25'x40' to be optimal. ____
- **Third large indoor (or outdoor) classroom space** that is separated from the Mass Casualty/MASS Triage Exercise (so there is no interference) for the PPE/DECON Exercise. ____
- **Football field sized area (or very large indoor ballroom/auditorium/basketball court)** for the Mass Casualty/MASS Triage Exercise. ____ **NOTE: It is the responsibility of the CLIENT to notify civil authorities, law enforcement, fire and security that these exercises are in process!!!**
- **10 to 20 volunteers who will moulaged and used in the Mass Casualty/MASS Triage Exercises.** It is recommended that they wear clothes that they don't mind being stained or damaged. Since the volunteers could be utilized both before and after lunch it is highly recommended that the CLIENT provide lunch. Since the volunteers will be spending the majority of their time outdoors adequate bottled water *must be provided*. Volunteers will be required to sign waivers pertaining to accidental injury. ____
- **Parking and loading access for a 16' to 20' Truck and instructor vehicles** ____

ADLS-I - Same requirements as ADLS DAY 2 Minus the outdoor space.

NOTE: Inclement Weather or other conditions beyond our control may cause delays or postponements in faculty travel or equipment transport. For reasons of safety UT Southwestern Medical Center and the NDLS National Training Center of Texas reserves the right to reschedule or postpone any class. Every effort will be made to give the Client as much notice as possible.

CLIENT: Please sign below to indicate your acceptance of the conditions and requirements listed on pages one, two and three. Also, please initial each checked requirement under "Additional Client Responsibilities" in the provided spaces to indicate your acceptance and understanding of each statement.

Thank you for engaging the NDLS National Training Center as your source for the NDLS series of training classes!

For:
UT Southwestern Medical Center
5323 Harry Hines Blvd
MC 8579
Dallas, Texas 75390-8579
214-648-3010

For:
Lillbeth Garcia
Hidalgo County Health and Human Services Dept.
Public Health Preparedness and Response Division
1304 S. 25th Ave
Edinbury, TX 78539
956-318-2426

Shawn Cohenour
Director, Office of Contracts Management

please print: _____

Signature _____

Signature _____

Date: _____

Date: _____