

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TEXAS A&M UNIVERSITY
AND HIDALGO COUNTY, TEXAS**

THIS Agreement is made on this the ____ day of _____ 2009, by and between the **TEXAS A&M UNIVERSITY** by and through its Texas Engineering Extension Service, hereinafter referred to as "TEEX" and the **COUNTY OF HIDALGO, TEXAS**, by and through its Department of Health and Human Services, hereinafter referred to as the "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

WHEREAS, TEEX, through its Emergency Services Training Institute ("ESTI"), has the expertise to train local health and safety personnel in the areas of incident management training which provides a strong emphasis on incident action planning and resource management;

WHEREAS, the County desires to provide training for personnel, including emergency response managers, first-line supervisors and administrators who will function as incident commanders and emergency management coordinators in cases of emergencies involving terrorism, natural disasters and other potential public calamities.

WHEREAS, County and TEEX desire to enter into this Agreement in an effort to provide necessary training as stated herein in the most practicable and efficient manner possible;

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

WHEREAS, TEEX 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, TEEX and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. TEEX shall provide on-site delivery of Incident Management/Unified Command for Terrorism/CBRNE Incidents ("MGT 313" Course") for a minimum of 32

County participants and one (1) on-site delivery of the FEMA/NFA/NWCG/USDA "ICS-400" Advanced ICS for Command and General Staff, Complex Incidents and MACS" course ("ICS 400 Course") for up to 40 participants as more particularly described **Exhibit "A"**, Statement of Work, attached hereto and incorporated herein for all purposes.

2. County shall provide a minimum of 32 and a maximum of 40 participants for MGT 313 Course and no more than 40 participants for the ICS 400 Course.
3. County shall further provide a suitable classroom facility in which TEEEX will provide the on-site training.
4. The actual start and end dates for this training will be mutually agreed upon at least thirty (30) days prior to the start of the training.
5. County shall provide a firm fixed fee of Eight Thousand Eight Hundred and Thirty Three Dollars (\$8,833.00) to TEEEX for the on-site training described herein upon thirty day of receipt of invoice or purchase order by County from TEEEX.
6. The costs described in paragraph 5 above include all costs as outlined in the Statement of Work attached hereto as Exhibit "A".
7. Prior to commencement of any on-site training, TEEEX shall provide County with proof of insurance coverage as may be required by County in amounts acceptable to County.
8. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice to the non-terminating party for any reason or no reason at all.
9. **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.
10. **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.
11. **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 TEEEX and County, and not otherwise.

12. **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.

13. **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 TEEEX:

Mr. Steve Irey
Training Manager, Incident
Management Programs
301 Tarrow Street
College Station, Texas 78480

If to County:

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

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.

14. **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.

15. **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.

16. **Assignment.** This Agreement shall not be assignable.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.

TEXAS A&M UNIVERSITY

Its: _____

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