

**STATE OF TEXAS**

**COUNTY OF HIDALGO**

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN TEXAS ENGINEERING EXTENSION SERVICE  
AND HIDALGO COUNTY, TEXAS**

This agreement is made on this the 31<sup>st</sup> day of May, 2011, by and between the **TEXAS ENGINEERING EXTENSION SERVICE**, a member of the Texas A&M University System and an agency of the State of Texas, hereinafter referred to as "TEEX" and the **COUNTY OF HIDALGO, TEXAS**, 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 is a member of the Texas A&M University System as created by Texas Education Code Section 88.001;

**WHEREAS**, TEEX, through its Disaster Preparedness and Response Division ("DPR") has the expertise to train local health and safety personnel in the areas public health emergency response;

**WHEREAS**, the County desires to provide training for personnel, including emergency response managers, first-line supervisors and administrators who will play critical roles in public health planning and emergency response;

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

1. The Disaster Preparedness and Response Division (DPR) of the Texas Engineering Extension Service (TEEX) will conduct 1) an Operations Lone Star POD assessment, 2) an Influenza Plan review and rewrite and 3) one (1) tabletop exercise and one (1) full scale exercise each eight hours in duration, at times and dates to be determined in 2011. Each of these events details can be found in "Attachment A", the Statement of Work, is attached to and made part of this agreement.
2. The County shall provide facilities for planning meetings, tabletop, and full scale exercises.
3. The County shall provide approximately 150 participants for the POD Tabletop Exercise, and approximately 250 participants for the POD Full Scale Exercise.
4. The actual dates for planning meetings, POD Tabletop Exercise, and POD Full Scale Exercise are to be determined. However all planning meetings and exercises are **to be complete no later than July 30, 2011.** The written AAR and Influenza plan review and re-write will be accomplished as detailed in "Exhibit A".
5. The County shall provide a firm fixed fee of Two hundred twenty-three thousand sixty-five dollars (\$223,065.00) to TEEX after completion of all planning meetings and exercises as described in "Exhibit A". Note: the completion of the written AAR and Influenza Plan review and re-write are not required prior to payment to TEEX.
6. The costs described in paragraph 5 above, include all costs as outlined in the Statement of Work attached hereto as "Exhibit A".
7. **Insurance** - As a member of the Texas A&M University System, TEEX is self-insured. Please see attached letter detailing insurance provisions for TEEX.
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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflicts 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** – The 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 TEEX and the County, and not otherwise.

12. **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 commercial courier with delivery signature required, and addressed to the parties at the addresses set forth below or at such other addresses as may be theretofore specified by written notice delivered in accordance herewith:

If to TEEX:

Mr. Gary Meaney  
Training Manager  
301 Tarrow  
College Station, TX 77840  
979-458-0857  
979-458-0890  
[Gary.Meaney@teexmail.tamu.edu](mailto:Gary.Meaney@teexmail.tamu.edu)

If to the County:

County of Hidalgo  
Attn: Ramon Garcia, County Judge  
PO box 758  
Edinburg, TX. 78540-0758  
956-318-2600  
956-292-7612

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 sent by way of commercial courier, at such time as it is delivered to the commercial courier.

13. **Additional Documents** – The parties hereto warrant 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.

14. **Assignment** – This Agreement shall not be assignable.

15. **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 or paragraph hereof.

16. **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.
17. **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.
18. **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 Texas. Loc. Govt. Code Ann. Section 271.903.
19. **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.

**HIDALGO COUNTY, TEXAS**

\_\_\_\_\_  
Ramon Garcia, Hidalgo County Judge

\_\_\_\_\_  
Date

**TEXAS ENGINEERING EXTENSION SERVICE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Atlas & Hall, LLP

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk