

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 June 12, 2012, 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 (DPR) Division of the Texas Engineering Extension Service (TEEX) proposes to conduct for the Hidalgo County Health and Human Services one (1) binational tabletop exercise (TTX) at time and date to be determined but not later than July 11, 2012. The TTX will be delivered on one (1) day, for a maximum of seven (7) hours in duration. A combined after action review will directly follow the TTX as part of the delivery (time permitting) for a total of eight (8) hours for the day's activities. A written after action report will be delivered to the customer in sixty (60) days following the TTX delivery. The TTX, verbal "hotwash" (combined after action review) and after action report will be in delivered in English. Hidalgo County Health and Human Services will be responsible for any language translation they feel needed for any part of this TTX process to include the translation of the final written after action report (AAR). After Action Report will be in delivered in English in the Department of State Health Services format.
2. Each of these events details can be found in "PROPOSAL OVERVIEW" and "PROPOSAL SUMMARY", which is attached to and made part of this agreement.
3. The County shall provide facilities for planning meetings and Binational Table Top Exercise.
4. The County shall provide approximately 50 participants for the Table Top Exercise (TTX) for the duration of said exercise.
5. The actual dates for the Table Top Exercise will be conducted during the first two weeks of July but prior to July 11, 2012. Location is to be determined. The written AAR will be accomplished as detailed in "Proposal Overview and Proposal Summary".
6. The County shall provide a firm fixed fee of Eight thousand two hundred forty three dollars (\$8243.00) to TEEX after completion of all planning meetings and exercises as described in "Proposal Overview and Proposal Summary". Note: the completion of the written AAR is not required prior to payment to TEEX.
7. The costs described in paragraph 6 above, include all costs as outlined in the Statement of Work attached hereto as "Proposal Overview and Proposal Summary".
8. **Insurance** - As a member of the Texas A&M University System, TEEX is self-insured. Please see attached letter detailing insurance provisions for TEEX.
9. **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.
10. **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.

11. **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.
12. **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.
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 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
200 Technology Way
College Station, TX 77845
979-458-0857
979-458-0890
Gary.Meaney@teexmail.tamu.edu

If to the County:

County of Hidalgo
Attn: 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.

14. **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.

15. **Assignment** – This Agreement shall not be assignable.
16. **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.
17. **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.
18. **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.
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

Signature

Name

Title

Date

TEXAS ENGINEERING EXTENSION SERVICE

Signature

Name

Title

Date