

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS
RIO GRANDE VALLEY AND THE COUNTY OF HIDALGO**

This Agreement is made on this the 18 day of April, 2017 by and between The University of Texas Rio Grande Valley, (“UTRGV”), and the County of Hidalgo, acting by and through the Hidalgo County Health Department (“County”), (collectively, the “Parties”), and pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (“Act) as follows:

WITNESSETH:

WHEREAS, UTRGV is a political subdivision as defined by the Act, and organized under Chapter 79 of the Texas Education Code, is an institution of higher education as defined by Texas Education Code Section 61.003(8) and has a campus in Hidalgo County, Texas; and

WHEREAS, County is a “local government” as defined by the Act, and a political subdivision of the State of Texas, which operates one or more Commissioner’s Precinct Community Resources Centers (“Facility” or “Facilities”); and

WHEREAS, UTRGV desires to provide an educational experience for its students, under the direction of UTRGV personnel, through health promotion, education, recreation, disease prevention, community development, and other services (“Services”) which will be provided to Hidalgo County residents at one or more Facilities (the “Program”); and

WHEREAS, the goal of the Program is to engage and empower community residents to engage in behaviors and make changes that improve individual and population health in the County of Hidalgo and the surrounding communities, and provide an interprofessional experience for the UTRGV students involved; and

WHEREAS, the Parties recognize the need for improved and more easily accessible Services for the residents of the County of Hidalgo and surrounding communities; and

WHEREAS, UTRGV and County are authorized to enter into this Agreement pursuant to the Act, authorizing local governments to cooperate with political subdivisions to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, in consideration of the mutual promises contained herein, in order to establish and implement the Program involving the students and personnel of UTRGV and the facilities and personnel of the County, the Parties agree to collaborate for the provision of the Services through the Program as follows:

1) Program

- a. County shall furnish use of a Facilities by UTRGV at mutually agreed times, including assigning appropriate space on Facility premises for offices and other support-related activities, without cost to UTRGV, for the purpose of facilitating the Program.
- b. UTRGV will design and provide a public service and educational experience for its students, utilizing as necessary the personnel, equipment, and space of one or more Facilities.
- c. The number of students receiving public service and training at an individual Facility will be determined by UTRGV, with due consideration given to individuals available for participation in the Program.

2) UTRGV's Obligations: UTRGV, where appropriate, shall:

- a. Require that its students selected for participation in Program have satisfactorily completed all portions of the applicable curriculum that are a prerequisite for participation in the Program.
- b. Inform all faculty, employees, students, and other UTRGV-affiliated personnel participating in the Program that they are required to comply with the rules and regulations of Hidalgo County and the individual Facility while on premises of a Facility and, to the extent applicable, to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Hidalgo County or a Facility.
- c. Provide evidence to Hidalgo County, upon request, that UTRGV employees assigned to the Facility have such licenses, permits or certificates as may be required by law and requested by the Facility.
- d. Remove a student or employee from Program activities at a Facility if it is mutually determined the student or employee has violated the rules and regulations of the Facility, or has engaged in conduct that disrupts the activities carried on at a Facility or threatens the safety of Facility personnel or individuals at the Facility.

3) County's Obligations: County, Facility, and their personnel, where appropriate, shall:

- a. Furnish use of a Facility by UTRGV at mutually agreed times, including assigning appropriate space on Facility premises for offices and other support-related activities for the purpose of facilitating the Program.
- b. Provide internet connection, phone connections, and other items as requested and mutually agreed to by the Parties for supporting Program activities.
- c. Provide all maintenance of Facilities to keep it in good repair; provide any insurance(s); ensure that the facility meets all requirements of federal, state, and local laws for UTRGV to provide services in facilitating the Program; provide all utilities; and provide security.
- d. Assist UTRGV, as appropriate, with all applicable requirements of any accreditation authority, meeting any regulatory or accreditation requirements related to the program, and assist in the certification of such compliance upon request by UTRGV.

4) General Provisions

- a. **Term and Termination.** This Agreement shall commence as of the day and year first written above, and remain in effect until the 1st day of March, 2019. This Agreement may automatically renew for two (2) additional one (1) year terms under the same terms and conditions, or as amended by written agreement between the Parties. The Agreement may be terminated earlier by either party in accordance with this Agreement. Either Party may terminate this Agreement without cause by giving the other party thirty (30) days' written notice.
- b. **Independent Contractors.** Under no circumstances shall any employee or student of UTRGV be considered an agent or employee of County; they will be considered to be on the premises for the purpose of participating in the Program. County has no authority to dismiss UTRGV employees or students without UTRGV's consent. However, County Facility personnel may make recommendations to and shall retain its full power to control the practice and operations of a Facility.
- c. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no prior or contemporaneous agreements, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be effective unless reduced to a writing specifically referencing this Agreement and signed by an authorized representative of each Party.
- d. **Compliance.** The Parties will comply with applicable federal, state and local laws, ordinances, rules and regulations in the performance of this Agreement including applicable, confidentiality and safety regulations.
- e. **Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

- f. **Notice.** Except as may be otherwise specifically provided in the Agreement, all notices, demands, request or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) send 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 noticed delivered in accordance herewith:

If to County: Ramon Garcia
Hidalgo County Judge
302 W. University Drive
Edinburg, Texas 78539

With a copy to: Eduardo Olivarez
Chief Administrative Office
Department of Health
Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas 78539

If to UTRGV Rick Anderson
Executive Vice President for Finance and Administration
UTRGV
1201 W. University Drive
Edinburg, Texas 78539-2999

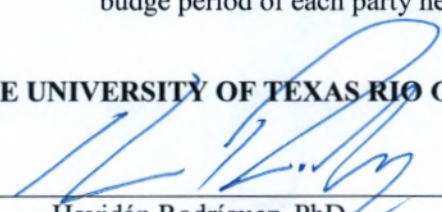
With a copy to: Office of Legal Affairs
UTRGV
1201 W. University Drive
Edinburg, Texas 78539-2999

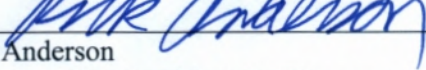
Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed at such time as it is deposited in the United State mail.

- g. **Controlling Law.** 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.
- h. **Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to execute each 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.
- i. **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.
- j. **Non-Discrimination.** The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or UTRGV policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

- k. **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither UTRGV nor County waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.
- l. **Performance of Governmental Functions.** The Parties hereto are entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- m. **Commitment of Current Revenues.** In the event that during the 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 sixty (90) days written notice to the other party. Each of the parties hereto agrees 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.

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: 
Havidán Rodríguez, PhD
Provost & Executive Vice President for Academic Affairs

By: 
Rick Anderson
Executive Vice President for Finance and Administration

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:
COUNTY CLERK

By: _____

Date: _____