

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO    §

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

**Surveillance and Screening of Mosquito-Borne Diseases in the Lower Rio Grande Valley**

This Interlocal Cooperation Agreement (Agreement”) is made on this   30   day of   May  , 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 and Human Services 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, an Agency of the State of Texas organized under Chapter 79 of the Texas Education Code, an institution of higher education as defined by Texas Education Code Section 61.003(8), and is a component institution of The University of Texas System and has a campuses 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, and the Hidalgo County Health and Human Services Department is a Health Department within the network of the Texas Department of State Health Services in Edinburg, Texas; and

**WHEREAS**, UTRGV desires to provide an educational and research program experience of the highest quality for its students, under the direction of UTRGV personnel, through health promotion, education, recreation, disease prevention, community development, and other services which will be provided under this agreement (the “Program”); and

**WHEREAS**, UTRGV is willing to collaborate with County to promote health and community self-interest in the County by deepening the understanding of the prevalence and risk of mosquito-borne diseases in the region; and

**WHEREAS**, UTRGV is willing to provide surveillance screening and vector-identification in collaboration with the County at no cost, based on duration and availability of funds for each of the Parties;

**WHEREAS**, UTRGV and County are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to cooperate with to perform governmental functions and services under the terms of the Texas Government Code;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, in order to establish and implement the Program involving Surveillance and Screening of Mosquito-Borne Diseases in the Lower Rio Grande Valley, the Parties agree to collaborate for the provision of the services through the Program as follows:

**1) The Program will:**

- a. Promote exchanges between both Parties through frequency communication of surveillance results and activities;
- b. Develop protocols for transport and testing of locally collected mosquito specimens for identification and testing (if warranted due to increased probability of infection);
- c. Develop protocols for transport and testing of locally collected, de-identified blood, urine, and other bodily fluid samples (as needed) to be tested at the Western Gulf Center for Excellence in Vector-Borne Disease, UTRGV Campus, while following guidelines required by the UTRGV approved IRB protocol (approval pending).
- d. Allow for the immediate dissemination of positive results of these tests to the HCHHSD in the event of identification of an infected sample.
- e. State that the identification of a positive sample is not a diagnostic result, but merely a screening survey and additional testing will be required for positive confirmation of infected human samples;
- f. Allow for dissemination of results to scientific meetings, publications, or other venues as agreed upon by both parties.

**2) Coordinator Contact Information:**

The Parties hereby designate the following individuals to coordinate, oversee and facilitate the implementation of this Program:

For UTRGV: Christopher Vitek, Associate Professor  
1201 West University Drive, Science Building 2.324  
Edinburg, TX 78539  
956-665-2845

[Christopher.vitek@utrgv.edu](mailto:Christopher.vitek@utrgv.edu)

For County: Eduardo Olivarez, Chief Administrative Officer  
1304 South 25<sup>th</sup> Ave.  
Edinburg, TX 78539  
[Eddie.olivarez@hchd.org](mailto:Eddie.olivarez@hchd.org)

**3) Responsibilities of Designated Coordinators:**

- a. To promote collaboration between the Parties to facilitate the goals of this Agreement;
- b. To act as principal contacts for individual and group activities and to plan and coordinate all activities within their organizations as well as with partner organizations;
- c. To share with each Party information about the participants, facilities, outreach efforts, and resources of the other organization; and
- d. To meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.

**4) Transfer of Materials:**

County may deliver to UTRGV samples collected in connection with the Program and/or services performed under this Agreement. The transfer of such samples from County to UTRGV shall be done under a simple “Letter Agreement” in the form attached as Attachment “A”, and incorporated herein by reference.

**5) 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 29 day of May, 2020. 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 ninety (90) days’ written notice.
- b. **Independent Contractors.** For the purposes of this Agreement and all services to be provided hereunder, the Parties are independent contractors and not agents or employees of the other Party. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take action, which shall be binding on the other Party, except as expressly provided herein or authorized in writing. 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 County.

- 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: Glorimar Colón, JD  
Research Liaison Officer  
Division of Research, Innovation and Economic Development  
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. **Assignment.** This Agreement may not be assigned by either party without written consent of the other party.
- 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 and/or County 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. The Parties understand that the costs regarding the services to be provided under this Agreement are to be paid for by the Party who incurs the cost. Nothing contained in this Agreement is to be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Neither Party will be liable to the other for any costs, expenses, risks or liabilities arising out of the other Parties efforts in connection with this Agreement.
- 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.

EXECUTED by the County of Hidalgo and The University of Texas Rio Grande Valley in duplicate copies, each of which will be deemed an original.

**THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY**

By: \_\_\_\_\_  
Juan M. Sanchez, Ph.D.,  
Interim Sr. Vice President for Research, Innovation & Economic Development

**COUNTY OF HIDALGO, TEXAS**

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

ATTEST:

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

**APPROVED AS TO FORM:**

**Hidalgo County Criminal District Attorney's Office  
Ricardo Rodriguez, Jr.**

By: \_\_\_\_\_  
Victor M. Garza, Assistant District Attorney

**ATTACHMENT A - LETTER AGREEMENT FOR TRANSFER OF NON-PROPRIETARY MATERIAL**

**FROM: Hidalgo County – Health and Human Services Department**

**TO: The University of Texas Rio Grande Valley**

A. **MATERIAL** (Enter description):

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B. **PROVIDER** (Organization providing the **MATERIAL**):

1. Authorized Official: Eduardo Olivarez, Chief Administrative Officer
2. Name of Organization: Hidalgo County Health and Human Services Department
3. Street Address: 1304 South 25<sup>th</sup> Ave.
4. City/State/Zip+4: Edinburg, Texas 78539

C. **RECIPIENT** (Organization receiving the **MATERIAL**):

1. Authorized Official: Jacquelyn Michel, AVP of Research Translation
2. Name of Organization: The University of Texas Rio Grande Valley
3. Street Address: 1201 West University Drive
4. City/State/Zip+4: Edinburg, Texas 78539

D. **RECIPIENT** and **PROVIDER** (identified above) have entered into a Cooperative Agreement having an effective date of May 30, 2017. As part of the scope of work to be performed under this Agreement, HCHHSD (**PROVIDER**) desires The University of Texas RGV (**RECIPIENT**) to analyze non-proprietary samples collected by HCHHSD. This Letter Agreement will be executed by the parties to memorialize each such transfer.

E. In response to the **PROVIDER's** request that **RECIPIENT** analyze certain samples from **PROVIDER**, the **PROVIDER** asks that the **RECIPIENT** and the **RECIPIENT SCIENTIST** agree to the following before the **RECIPIENT** receives the **MATERIAL**:

1. The **MATERIAL** will not be further distributed to others without the **PROVIDER's** written consent. The **RECIPIENT** shall refer any such transfer request for the **MATERIAL** to the **PROVIDER**.

2. Any **MATERIAL** delivered to **RECIPIENT** pursuant to this Letter Agreement is understood to be experimental in nature and may have hazardous/infectious properties.

3. The **MATERIAL** is provided at no cost to **RECIPIENT**.

F. The **RECIPIENT** and the **RECIPIENT SCIENTIST** should sign both copies of this Letter Agreement and return one signed copy to the **PROVIDER SCIENTIST**. The **PROVIDER** will then forward the **MATERIAL** to the **RECIPIENT SCIENTIST**.

**G. PROVIDER SCIENTIST**

a. Name and Title: \_\_\_\_\_

b. Street Address: \_\_\_\_\_

c. City/State/Zip+4: \_\_\_\_\_

d. Signature: \_\_\_\_\_

e. Date: \_\_\_\_\_

**H. RECIPIENT SCIENTIST**

a. Name and Title: Dr. Christopher Vitek, Biology Professor

b. Street Address: 1201 West University Drive

c. City/State/Zip+4: Edinburg, Texas, 78539

d. Signature: \_\_\_\_\_

e. Date: \_\_\_\_\_

**I. RECIPIENT ORGANIZATION APPROVAL**

a. Name of Authorized Representative: Jacquelyn Michel, AVP of Research Translation

b. Street Address: 1201 West University Drive

c. City/State/Zip+4: Edinburg, Texas 78539

d. Signature \_\_\_\_\_

e. Date: \_\_\_\_\_