

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO
AND
TROPICAL TEXAS BEHAVIORAL HEALTH

THIS Agreement is made on this the _____, day of _____, 2017, by and between the “Tropical Texas Behavioral Health”, hereinafter referred to as the “TTBH,” and the County of Hidalgo, Texas, hereinafter referred to as the “County” pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the TTBH is a community mental health center and a governmental unit of the state of Texas under the provisions of Vernon’s Texas Codes Annotated, Health and Safety Code, §534.001; and

WHEREAS, County is a “local government” as defined by the Act, and a political subdivision of the State of Texas; and

WHEREAS, County is the recipient of a Public Health Emergency Preparedness and Response Grant from the Department of State Health Services to be used to support local bioterrorism preparedness and response, outbreaks of infectious disease, and other public health threats and emergencies to include acts of nature; and

WHEREAS, the parties recognize the vulnerability of citizens in the County to a public health emergency that may result from natural or manmade causes; and

WHEREAS, during such public health emergency, it may be necessary to immunize or treat a large number of people in the area served by the County Public Health Department; and

WHEREAS, prior public health emergency response and experience has shown that individuals who have experienced loss and trauma may require the assistance of a mental health professional. TTBH is well suited to conduct such services to those affected by an emergent, catastrophic or impeding loss; and

WHEREAS, TTBH and County are authorized to enter into this Agreement pursuant to the TTBH Cooperation Act, Texas Gov’t Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, TTBH and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. To establish, coordinate and provide operational disaster mental health preparedness, response, and recovery in the event of a disaster.
2. Establishment of a mental health component with HCHHSD.
3. Establishment of a mental health component at the Incident Command Post (ICP).
4. Conduct mental health assessments of, and support for, Strategic National Stockpile (SNS) mass vaccination/prophylaxis point of dispensing sites (POD) within our County during an event.
5. Coordinate mental health response and recovery efforts during an all hazards events.
6. Receive and participate in preparation and response trainings and exercises.
7. County agrees to provide Preparedness and Response training at no cost to TTBH.
8. Institute agrees to participate in exercises, drills, and emergencies.
9. At the time this Agreement becomes effective and upon declaration of a county emergency, the TTBH shall be allowed to assist County
10. The parties understand and agree that the services of “Institute” under this TTBH Cooperation Agreement are related to Homeland Security, as it is defined in Local Government Code Section 421.001 and “TTBH” which any or all shall be immune from civil liability for any act or omission resulting in death, damage or injury while acting in good faith and in the course and scope of its function to provide a service related to a Homeland Security Activity as defined in accordance with Government Code Section 421.062.
11. For purposes of this Agreement and in accordance with Government Code Section 421.062, “Homeland Security Activity” means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
12. **Term.** This agreement becomes effective when executed by both parties. Either party may cancel it by giving thirty days notice to the other party; otherwise it remains in effect for three (3) years and may be renewed for a three (3) additional one (1) year terms by written amendment signed by both parties. Any notice or communication required or permitted shall be given in writing.

13. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their 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.
14. **No 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 herof.
15. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by College and County, and not otherwise.
16. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication 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 TTBH: Tropical Texas Behavioral Health
Attention: Terry Crocker, Chief Executive Officer
1901 S. 24th Avenue
Edinburg, Texas 78539

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
100 East Cano
Edinburg, Texas 78539

17. 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.

18. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
19. **Additional Documents.** The parties hereto covenant and agree that they will 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.
20. **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.
21. **Assignment.** This Agreement shall not be assignable.
22. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
23. **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.
24. **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 as often as may be appropriate.
25. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
26. **Performance of Governmental Functions.** Each party hereto is 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.
27. **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.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

“Texas Tropical Behavioral Health”

By: _____

Printed Name: _____

Title: _____

Date: _____

HIDALGO COUNTY

By: _____

Ramon Garcia, County Judge

ATTEST:

Date: _____

Arturo Guajardo, County Clerk

APPROVED AS TO FORM
Hidalgo County Criminal District Attorney’s Office
Ricardo Rodriguez, Jr.

By: _____

Victor Garza, Assistant District Attorney