

COOPERATIVE AGREEMENT OF AFFILIATION

This agreement ("Agreement") is made by Seven Flags Regional Advisory Council (the "Council") and the City of Laredo (the "City") through the Laredo Fire Department.

WHEREAS, the Council operates a Regional Advisory Council in Trauma Service Area "T"; and

WHEREAS, the City through the Fire Department wishes to provide emergency medical and trauma services to the City of Laredo, Texas and likewise host a program of clinical education at their Administrative Building for its Emergency Medical Technician and Paramedic students; and

WHEREAS, the Council is willing to provide state allocated funding to support these endeavors;

NOW, THEREFORE, in contemplation of the relationship to be established between the parties and in consideration of the mutual covenants contained herein, the parties mutually agree as follows.

1. **Purpose:** This Memorandum of Understanding (MOU) is entered into by and between the City of Laredo Fire Department and the Seven Flags Regional Advisory Council (Seven Flags RAC) with the primary purpose of facilitating the allocation of state funding from Seven Flags RAC to the City of Laredo Fire Department. The primary objective of this collaborative agreement is to address and enhance Trauma Service Area "T" needs, specifically focusing on the improvement and organization of trauma care services within the region. Through this MOU, both parties intend to foster the development of effective trauma care initiatives, ensure efficient resource utilization, and ultimately contribute to the betterment of emergency medical services and patient outcomes within Trauma Service Area "T".
2. **Duties of the City:** The City agrees to fulfill the following obligations during the term of this Agreement.
 - (a) The City shall utilize allocated state funding for the improvement and organization of trauma care services
 - (b) The City shall collaborate with Seven Flags RAC in planning and executing trauma care initiatives
 - (c) The City shall participate in Information sharing and coordination to enhance trauma care services.
3. **Duties of the Council:** The Council agrees to fulfill the following obligations during the term of this Agreement:
 - (a) The Council shall include the City in the allocation of state funding as appropriate to support trauma care improvement as agreed upon while the City continues to be a fully vested participant in the Seven Flags Regional Advisory Council.
 - (b) The Council shall facilitate communication and coordination among regional stakeholders for trauma care initiatives.
 - (c) The Council shall collaborate closely with the City of Laredo Fire Department to enhance trauma care services

- (d) The Council may advise the City of any serious deficits noted in the in the ability to provide state funding to the City throughout the fiscal year.
4. Parties' Relationship. During the agreement, neither the City nor its designees shall be considered an employee, agent, partner, or servant of the Council. It is understood and agreed that the Council retains the ultimate right to refuse grant funding, if the City is unable to adhere to the obligations and limitations expressly stated in this Agreement.
 5. Indemnification Provisions. The Council agrees to indemnify and hold harmless the City, its shareholders, officers, and employees from and against any claim, loss, damage, cost, expense, including attorney's fees, or liability arising out of or related to the performance of non-performance by the Council, its shareholders, officers, and employees or any services to be performed or provided by the Council under this Agreement.
 6. Term. The term of this Agreement shall be for five (5) years for the effective date signed at the end of this document. Notwithstanding the terms specified herein, this agreement may be terminated by either party as provided in the Termination section of this Agreement.
 7. Termination. This Agreement may be terminated prior to the expiration of the term hereof by mutual agreement of the parties; provided however, no such termination shall be effective unless terminated by either party with 30 days' written notice.
 8. Confidentiality. Both parties agree to treat all non-public information obtained during the course of this collaboration as confidential and to take all necessary measures to protect it.
 9. Modification Agreement. This agreement contains the entire understanding of the parties and shall be modified only by and instrument in writing signed on behalf of each party hereto.
 10. Notices. All notices shall be in writing and shall be delivered to the following address or at such different addresses as shall be directed by the Parties from time-to-time.

To City: Guillermo Heard
 Fire Chief
 Laredo Fire Department
 616 E. Del Mar
 Laredo, Texas 78045

To Council: John R. Keiser
 Seven Flags Regional Advisory Council
 1002 Dicky Lane
 Laredo, Texas 78045

11. Governing Law. This agreement is made in Texas and shall be constructed, interpreted, and governed by the laws of such state. The Parties consent to venue in Webb County, Texas for any action under this Agreement.
12. No Wavier. No waiver of a breach of any provision of this Agreement shall be Construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
13. Authorization of Agreement. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its term.
14. Section Headings. The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the term of provisions of the sections of this Agreement.

IN WITNESS WHEREOF, the City and the Council have executed this Agreement, in multiple originals, to be effective as of the date on which this Agreement is fully executed.

CITY OF LAREDO

Joseph Neeb
City Manager
City of Laredo

Date

ATTEST:

Jose A. Valdez, Jr.
City Secretary

RECOMMENDED:

Guillermo Heard
Fire Chief
City of Laredo Fire Department

Date

Seven Flags Regional Advisory Council

Juan D. Delgado
Chairman

Date

Silvestre Rodriguez
Vice Chairman

Date

John Keiser
Regional Programs Director
Trauma Council Administrator (TSA-T)

Date