

**INTERLOCAL AGREEMENT  
THE HOPE CENTER STEERING COMMITTEE**

This Interlocal Agreement fulfils the requirement of the American Rescue Plan Act (ARPA) Funding Agreement for Infrastructure Construction executed between the City of Lubbock and StarCare Specialty Health System, as well as a similar agreement between Lubbock County and StarCare Specialty Health System, to establish an interlocal agreement with the individual members of the West Texas Mental Health Collaborative to act in an advisory capacity concerning the construction and operation of The HOPE Center. This Interlocal Agreement ("Agreement") is made and entered into as of the date of execution written below (the "Effective Date") in accordance with the provisions of the Interlocal Cooperation Act (Chapter 791 of the Texas Government Code) by and between the individual members of the **West Texas Mental Health Collaborative (WTxMHC)**, including **StarCare Specialty Health System (StarCare)**, (collectively referred to as the "Parties").

**1. PURPOSE**

The purpose of this Agreement is to establish The HOPE Center Steering Committee consisting of individual members of the WTxMHC (City of Lubbock, Covenant Health System, Lubbock County, Texas Tech University/Texas Tech University Health Sciences Center, StarCare Specialty Health System and UMC Health System).

**2. TERM**

This Agreement shall be effective beginning on the date that it is executed by all of the Parties and continuing until one (1) calendar year following the completion of The HOPE Center construction. The one (1) calendar year begins on the date of the official grand opening of The HOPE Center, mutually agreed upon by the Parties. Termination of this Agreement does not preclude the Parties from continuing to collaborate together as The HOPE Center Steering Committee.

**3. RESPONSIBILITIES OF THE STEERING COMMITTEE**

The HOPE Center Steering Committee will consist of representatives from each Founding Party organization of the WTxMHC. Each Founding Party organization will provide one (1) high-level representative to participate in every Steering Committee meeting. Proxies may be given if the named Steering Committee member cannot attend a called meeting. To maintain continuity, each organization should name a designated proxy and only use the designated proxy in the event the primary steering committee member is unable to participate in the Steering Committee meeting. The Steering Committee will recommend policies, improve coordination of, and support the construction of and initial operation of The HOPE Center as well as provide recommendations about future operations and priorities of services provided in The HOPE Center.

**4. EXCHANGE OF INFORMATION**

The Parties agree to coordinate the exchange and review of information. Information to be shared pursuant to this agreement will be public data and shall not include privileged or confidential data

and may be released pursuant to the Texas Public Information Act or other law.

#### **5. COMPLIANCE WITH THE TEXAS PUBLIC INFORMATION ACT**

The Parties acknowledge that for the purposes of the Agreement, they are subject to, and shall comply with, the Texas Public Information Act.

#### **6. COMPLETE AGREEMENT**

This Agreement is the complete agreement between the Parties relative to The HOPE Center Steering Committee and may be amended only by written agreement signed by each of the Parties involved.

#### **7. COSTS**

Although none are expected, each government entity who is a Party to this Agreement shall pay for the performance of governmental functions or services from current revenues.

#### **8. AUTHORITY**

Each government entity who is a Party to this Agreement is authorized to perform the functions contemplated by this Agreement.

#### **9. TERMINATION**

This Agreement may be terminated by any Party, at any time and for any reason upon at least 30 days' prior written notice to the other Parties. Termination by one Party does not negate this Agreement for the remaining Parties.

#### **10. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of law with jurisdiction in Lubbock County, Texas.

#### **11. NONDISCRIMINATION**

No Party to this Agreement shall discriminate against any person on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability, or sexual preference. In addition, the Parties will fully comply with any and all applicable local, state, and federal anti-discrimination regulations, statutes, and judicial decision.

**12. NOTICES**

Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been fully given on the date personally delivered, properly addressed as follows:

City of Lubbock  
Attn: Tray Payne, Mayor  
P.O. Box 2000  
Lubbock, TX 79457

Covenant Health System  
Attn: Amy Thompson, MD, CEO  
3615 19<sup>th</sup> Street  
Lubbock, TX 79410

Lubbock County  
Attn: Curtis Parrish, County Judge  
P.O. Box 10536  
Lubbock, TX 79408-3536

StarCare Specialty Health System  
Attn: Beth Lawson, Chief Executive Officer  
P.O. Box 2828  
Lubbock, TX 79408

Texas Tech University  
Attn: John Opperman, PhD  
Drane Hall, Box 41047  
Lubbock, TX 79409

Texas Tech University Health Sciences Center  
Attn: Lori Rice-Spearman, PhD, President  
3601 4<sup>th</sup> Street, Stop 6258  
Lubbock, TX 79430-6258

UMC Health System  
Attn: Mark Funderburk, CEO  
602 Indiana Ave.  
Lubbock, TX 79415

**18. PRESERVATION OF IMMUNITY**

Nothing in this Agreement will negate any of the immunities provided by state or federal law to any of the parties.

**19. NO JOINT ENTERPRISE**

This Agreement is not intended to, and shall not, be construed to create any joint enterprise between the Parties.

EXECUTED in multiple counterparts, each of which is an original, on this \_\_\_\_ day of \_\_\_\_\_, 2022.

<b>CITY OF LUBBOCK</b>	<b>COVENANT HEALTH SYSTEM</b>
Tray Payne Mayor	Amy Thompson, MD Chief Executive Officer

<b>LUBBOCK COUNTY</b>	<b>STARCARE SPECIALTY HEALTH SYSTEM</b>
Curtis Parrish County Judge	Beth Lawson Chief Executive Officer
<b>TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER</b>	<b>UMC HEALTH SYSTEM</b>
Lori Rice-Spearman, PhD, President	Mark Funderburk President and Chief Executive Officer
<b>TEXAS TECH UNIVERSITY</b>	
John Opperman, PhD Associate Vice Provost	