

CONTRACT FOR SERVICES

I. CONTRACTING PARTIES:

This agreement is entered into by and between The University of Texas Southwestern Medical Center, 5323 Harry Hines Blvd., Dallas, Texas 75390, hereinafter referred to as "UT Southwestern," and the City of University Park, 3800 University Blvd., Dallas, TX 75205, hereinafter referred to as "City."

II. STATEMENT OF SERVICES TO BE PERFORMED:

UT Southwestern will provide continuing education services, including the services of 11 on-site Continuing Education ("CE") sessions at 4 hours each. Services will also include 2 simulator mannequin mega codes with on-site delivery of a high fidelity simulation mannequin, for three days, twice per year, with the technician to deliver and run the mannequin, plus the instructor for the sessions. The total number of CE sessions to be delivered during this period will be 33 sessions.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

In consideration of these services as described in Section II, City shall also pay UT Southwestern the amount of \$7,181.00 for the CE sessions and an administrative support fee of \$2,046.00.

A. Total contract amount as described above will be \$9,227.00.

IV. PAYMENT FOR SERVICES:

UT Southwestern shall invoice upon execution of this Agreement and City shall pay within 45 days after receipt of such invoice.

V. INDEPENDENT CONTRACTOR:

The status of UT Southwestern and its employees, serving as Medical Director and CE Coordinator, performing work related to this Agreement, shall be that of independent contractors and not agents, servants, employees or representatives of City in the performance of the services. No term or provision of, or act of UT Southwestern or City under this Agreement shall be construed as changing that status.

VI. TERM OF CONTRACT:

The term of this contract shall begin October 1, 2016 and shall terminate September 30, 2017 ("Term"), subject to the termination provision set forth in Section IX below.

VII. INDEMNIFICATION:

A. Subject to the provisions of Part C below, UT Southwestern, to the extent permitted by the Constitution and laws of the State of Texas, shall indemnify and hold harmless City and all of its officers, agents, and employees from any suits, actions, or claims whatsoever that might arise on

account of any injury or damage received or sustained by any person or property as a result of UT Southwestern's conduct of any activity or operation in connection with UT Southwestern's provision of services required under this Agreement.

- B. City shall give UT Southwestern prompt notice of any matter covered by Subsection VII(A) above and shall forward to UT Southwestern every demand, notice, summons, or process received in any claim or legal proceeding covered by Subsection VII(A) above.
- C. UT Southwestern shall not be obligated to indemnify or hold harmless City or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of City, its officers, agents, employees, or the negligence of a person or persons not under the supervision or control of UT Southwestern.
- D. No provision of this Agreement shall be interpreted to constitute a waiver of the immunities or limits of liability granted to UT Southwestern or City under the Constitution and laws of the State of Texas, including the Texas Tort Claims Act.

VIII. ASSIGNMENT:

UT Southwestern shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of City's Fire Chief; and as a condition of such consent, UT Southwestern shall still remain liable for completion of the services in the event of default by the successor contractor or assignee.

IX. TERMINATION:

Either party may, at its option and without prejudice to any other remedy it may be entitled to at law, in equity or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part, by giving the other party at least ninety (90) days prior written notice of termination.

X. NOTICES:

Any notice, payment, statement or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for City:

City Manager
City of University Park
3800 University Blvd.
Dallas, TX 75205

If intended for UT Southwestern:

Director, Contracts Management
The University of Texas Southwestern
Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9062

XI. APPLICABLE LAWS:

This Agreement is entered into subject to the Charter and ordinances of City, as amended, the Rules and Regulations of the Board of Regents of The University of Texas System, and all applicable State of Texas and Federal laws.

XII. VENUE:

The obligations of the parties to this Agreement shall be performable in Dallas County, Texas.

XIII. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XIV. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. CAPTIONS:

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

XVII. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

XVIII. ENTIRE AGREEMENT:

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the parties.

Executed this the _____ day of 2016, the City of University Park signing by and through its _____, duly authorized to execute same by Minute Order _____ adopted by the City council on _____, and The University of Texas Southwestern Medical Center, signing by and through its duly authorized representative, thereby binding themselves, their successors, assigns and representatives for the

faithful and full performance of the terms and provisions of this Agreement.

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER



Shawn Cohenour
Director, Contracts Management

CITY OF UNIVERSITY PARK

Name:

Title:

Date: 10/5/16

Date: _____