



**Wharton County
Junior College**

**Proposed Agenda Item
Board of Trustees Meeting**

Date of Board Meeting: 07/17/2018 Date of This Proposal: 07/05/2018

SUBJECT (item as it will appear on agenda):

Donation of simulation equipment to Wharton Independent School District (WISD)

RECOMMENDATION: Approve donation of older models of manikins

BACKGROUND/RATIONALE:


With the addition to and renovation of the M.G. and Lillie A. Johnson Health Occupations Center, the WCJC Associate Degree Nursing (ADN) program purchased new, state-of-the-art simulation manikins for instructional laboratories. The previous manikins no longer offer state-of-the-art technology; the parts are obsolete thus the software and equipment cannot be upgraded. Nevertheless, the manikins could be utilized for basic instruction in a secondary educational environment such as a high school health science program.

As part of the high school curriculum in a health science course, Wharton high school students rotate through the WCJC ADN simulation laboratory to observe post-secondary instruction. This rotation serves as a recruiting tool and provides opportunity for local students to learn about career opportunities at WCJC. By donating the older models of manikins to WISD, WCJC offers a foundational learning experience for local students who may be interested in one of WCJC's allied health programs.

Estimated Cost and Budgetary Support (how will this be paid for?): None

RESOURCE PERSON(S) [name(s) and title(s)]: Andrea Shropshire, ADN Program Director

SIGNATURES:



Originator

7-6-18

Date

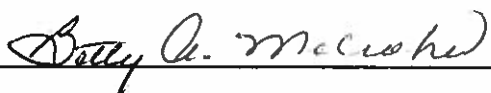


Cabinet-Level Supervisor

7-9-18

Date

PRESIDENT'S APPROVAL:



7-11-18

The State of Texas

County of Wharton

**INTERLOCAL AGREEMENT BETWEEN WHARTON COUNTY JUNIOR COLLEGE AND
THE WHARTON INDEPENDENT SCHOOL DISTRICT**

This AGREEMENT, made and entered into by and between Wharton County Junior College ("WCJC"), acting by and through its governing body, the Board of Trustees, and the Wharton Independent School District ("DISTRICT"), acting by and through its governing body, the Board of Trustees.

RECITALS

WHEREAS, WCJC has purchased new simulation manikins for the Associate Degree Nursing program simulation laboratory, and would like to donate two old manikins to Wharton Independent School District.

WHEREAS, on _____, the Board of Trustees of WCJC adopted a Motion to approve the donation of the old manikins to the Wharton ISD Health Science Department; and

WHEREAS, the District's Health Science Department has expressed an interest in receiving the equipment for the use and benefit of the students of the District.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, WCJC and the DISTRICT agree as follows:

I.

1.01 WCJC shall donate the used manikins identified in Exhibit "A" attached hereto and made a part of hereof for all purposes, in its "as is" condition, with all existing faults and with no implied warranty of merchantability and no implied warranty of simulation for a particular purpose.

1.02 The DISTRICT shall be responsible to pick up the manikins from its current location and shall deliver the manikins to the DISTRICT site.

1.03 The DISTRICT shall accept the manikins described in Exhibit "A", attached hereto and made a part of hereof for all purposes, as is, in the current condition.

1.04 To the extent permitted by law, the DISTRICT agrees to hold harmless and release WCJC, their agents, officers, directors, employees, assigns and successors, from any and all loss, damage, suits, judgements, attorney's fees, causes of action of any nature or kind, for loss or damage to property or for injury or death to persons, arising out of caused by, or occurring in any manner from the use of the donated manikins.

II.

This interlocal agreement constitutes the entire agreement between WCJC and the DISTRICT. Any oral representations or modifications concerning this agreement shall be of no force or effect except a subsequent modification in writing signed by WCJC and the DISTRICT.

III.

Nothing in this agreement may be construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a party to the agreement and the parties expressly agree that the execution of the agreement does not create any personal liability on the part of any officer, director, employee, or agent of WCJC.

IV.

The validity, interpretation, and performance of this agreement shall be governed by the laws of the State of Texas. This agreement is fully performable and enforceable in Wharton County, Texas, wherein venue hereunder shall lie.

IN WITNESS WHEREOF, this instrument has been executed on behalf of the Wharton County Junior College by a duly authorized representative of Wharton County Junior College and on behalf of the Wharton Independent School District, by a duly authorized representative of the Wharton Independent School District.

WHARTON COUNTY JUNIOR COLLEGE

BY: _____

PRINT NAME: _____

DATE SIGNED: _____

WHARTON INDEPENDENT SCHOOL DISTRICT

BY: _____

PRINT NAME: _____

DATE SIGNED: _____

Exhibit A:

-2 Laerdal Manikin systems