

STATE OF TEXAS           §  
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COUNTY OF HIDALGO   §

### Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made by and between the **Hidalgo County Health Department**, hereinafter referred to as “Hidalgo County” and the Lower Rio Grande Valley Development Council, hereinafter referred to as “LRGVDC” as follows:

- A. **PREMISE:** The need for this MOU is based on the following premises:
  - a. In the event of a health care crisis resulting from a man-made or natural disaster or emergency, the community and its citizens are best served by cooperation among local agencies, organizations and institutions;
  - b. The desire to provide the best medical care for the citizens of Hidalgo, Cameron, Willacy, and Starr County; and
  - c. Delivery of medical care during and following a man-made or natural disaster or emergency may overwhelm the resources of any single medical provider.
  
- B. **PURPOSE:** In the event of a man-made or natural disaster or emergency, and in order to save lives and protect public health, safety, and property, this MOU provides for the sharing of a decontamination trailer, decontamination trailer supplies, and other resources that may be available as determined by Hidalgo County or the LRGVDC.
  
- C. **RESOURCES TO BE SHARED:** In accordance with the terms and conditions outlined herein, decontamination trailer and decontamination trailer supplies, which may include but are not limited to, equipment, information, personnel, pharmaceuticals, medical supplies, building space, communication capability, and administrative and medical support that may be shared between the parties as necessary.

I.

**GENERAL TERMS AND CONDITIONS**

For the purposes stated herein, the parties understand and it is hereby agreed that:

- a. Parties may share resources, including, but not limited to, personnel, equipment, information, pharmaceuticals, medical supplies, building space, communication capability, and administrative and medical support.
- b. Parties will cooperate with reasonable requests from designated county or city officials, including but not limited to: the County Judge, Mayor, Health Authority, or Emergency Management Officials.
- c. Parties agree to comply with the State Administrative Agency (SAA) which reserves the right to perform on-sight monitoring of the county health departments regarding its performance of decontamination trailers and equipment usage or compliance with applicable law. The LRGVDC and Hidalgo County agree to cooperate fully with such on-site monitoring.
- d. Parties agree to continue to provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of loss where applicable. Upon delivery of decontamination trailers agencies are required to sign the SAA permit loan form.
- e. Hidalgo County agrees to be responsible for the maintenance and care of equipment and parts authorized and purchased by the LRGVDC.
- f. Parties agree that Hidalgo County shall maintain control over the decontamination trailer and all equipment as purchased by the LRGVDC.
- g. Hidalgo County agrees to report any lost or stolen equipment to the LRGVDC as soon as possible, and shall dully participate immediately in an investigation by local law officials, county officials and the LRGVDC.
- h. Hidalgo County agrees to tag decontamination trailer and equipment with the appropriate and authorized identification labels in accordance with Hidalgo County procedures.
- i. Hidalgo County agrees to conduct a physical inventory as needed by the LRGVDC.
- j. In conflict with this MOU, Hidalgo County's participation is subject to and preempted by law, including not limited to applicable federal privacy and confidentiality laws; in its fulfillment of its mission to provide medical care to Hidalgo Hidalgo, Willacy and Starr counties.

**II.**

**NOTICES**

All notices or other writings required under this MOU shall be deemed to have been made when sent by certified or registered mail, return receipt requested, to the following address or to such other address as the parties may designate in writing:

To LRGVDC:

Ken J. Jones, Executive Director  
Lower Rio Grande Valley  
Development Council  
McAllen, Texas 78501  
(956) 682-3481 phone

To Hidalgo County:

Ramon Garcia, County Judge  
County of Hidalgo, Texas  
100 East Cano St.  
Edinburg, Texas 78539  
956-381-2600

ADDL' COPY TO:

Eduardo Olivarez  
Chief Administrative Officer  
Hidalgo County Health Department  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78539  
956-383-8858

**III.**

**INDEMNIFICATION**

To the extent permitted by state law, each party shall indemnify and hold the other party, its affiliated entities, and their respective directors, officers, employees, agents, and representatives, harmless from and against any claims, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of the indemnifying party's act or omissions, or the acts omissions of the indemnifying party's employees, students, facility, staff, agents or representatives, under this MOU, excluding claims, liabilities, damages expenses resulting from the negligence or willful misconduct of the other party, its employees, students, faculty, staff, agents or representatives.

IV.

**IMPLEMENTATION AND TERMINATION**

The term of this MOU begins on December 1, 2006 and ends on November 30, 2011. In the event these parties continue to abide by the terms of this MOU after the expiration of the initial term, this MOU shall continue on a month to month basis. The terms of this MOU are effective only for the duration of the state of emergency or disaster

V.

**REVOCABILITY AND ASSIGNABILITY**

This MOU is revocable by either party upon written notice. The revocation is effective sixty (60) days after the date it is delivered by registered mail, return receipt requested. This MOU is not assignable.

VI.

**NON-APPROPRIATION OF FUNDS**

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this contract on behalf of Hidalgo County, Hidalgo County shall notify the LRGVDC in writing immediately upon such notice by Hidalgo County, and this MOU shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Hidalgo County.

VII.

**LAW GOVERNING VENUE**

This MOU shall be governed by and constructed in accordance with the laws of the State of Texas, and the obligations and undertakings of each of the parties to this MOU shall be performable in Hidalgo County, Texas.

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_,  
2006 at Brownsville, Hidalgo County, Texas.

**LOCAL GOVERNMENT**

Hidalgo County Health Department

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Ramon Garcia,  
Hidalgo County Judge

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Date

Recommended by

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Eduardo Olivarez,  
Chief Administrative Officer  
Hidalgo County Health Department

**COUNCIL OF GOVERNMENT**

Lower Rio Grande Valley Development Council

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Kenneth J. Jones  
Executive Director

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Date