

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND THE
HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY’S OFFICE

PARTIES

This agreement is entered into by and between Hidalgo County Health and Human Services Department (“HCHHSD”) and the Hidalgo County Criminal District Attorney’s Office (“DA”), hereinafter referred to as “the Parties.”

PREAMBLE

WHEREAS, HCHHSD has certain surplus equipment and DA has a need for such surplus equipment (hereinafter “Equipment”);

WHEREAS, HCHHSD and DA have common health and safety concerns, close government ties, and DA has a need for such Equipment to continue their efforts;

WHEREAS, HCHHSD purchased the Equipment through the Department of State Health Services (“DSHS”) Public Health Emergency Preparedness (PHEP) discretionary grant named Mass Fatality Management Plan and Support Equipment (“Grant”);

WHEREAS, the equipment shall be used in support of the scope and needs described in the Mass Fatality Management Plan and Support Equipment DSHS PHEP discretionary Grant.

NOW THEREFORE, for good and sufficient consideration, HCHHSD and DA hereby agree as follows:

TERMS CONDITIONS AND PROCEDURES

SECTION 1. Equipment Sharing:

- a) HCHHSD will permanently transfer to DA certain Equipment owned by HCHHSD, which is designated and identified as:
 - i. Cadaver lift with rolling caster adapter (1)
 - ii. White Post Mortem Bags (24 cases)

- iii. Black Post Mortem Disaster Bags with handles (15 cases)
- iv. Locks/tags with number for post mortem bags (500)
- v. Exterior envelopes with adhesive back for attaching to post mortem bags (1000)
- vi. Blue Nitrile Gloves / powder free (size small 40 boxes, size medium 90 Boxes, size large 90 boxes, size extra large 90 boxes)

SECTION 2. In Consideration of the Equipment Sharing:

- a) DA agrees to the following:
 - i. DA will accept permanently transferred Equipment in “as-is” condition and acknowledges that HCHHSD makes no warranty in any manner as to the fitness of the equipment for any purpose; and
 - ii. DA will be responsible for all Equipment repairs and maintenance.
- b) HCHHSD will receive no compensation from DA for any Equipment shared and/or transferred pursuant to this agreement.

SECTION 3. Effective Date:

- a) The effective date of this agreement is _____, 2013, and this Agreement can be terminated upon thirty (30) days written notice.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

By: _____ Date
 Ramon Garcia, Hidalgo County Judge

By: _____ Date
 Eduardo Olivarez., Chief Administrative Officer

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

By: _____

Rene Guerra, Hidalgo County
Criminal District Attorney

_____ Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By : _____
Michael L. Garza, Assistant DA