

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HIDALGO AND NUESTRA CLINICA DEL VALLE

THIS Agreement is made on this the December 19, 2017, by and between NUESTRA CLINICA DEL VALLE, hereinafter referred to as the “NCDV,” and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as the “County” pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, NCDV is the public health clinic system located in Hidalgo County, Texas; and

WHEREAS, County is a “local government” as defined by the Act, and a political subdivision of the State of Texas; and

WHEREAS, County is the recipient of a Public Health Preparedness and Response Grant from the Department of State Health Services to be used to upgrade local bioterrorism preparedness and response, outbreaks of infectious disease, and other public health threats and emergencies; and

WHEREAS, the parties recognize the vulnerability of citizens in the County to a public health emergency that may result from natural or manmade causes; and

WHEREAS, during such public health emergency, it may be necessary to immunize or treat a large number of people in the area served by the County Public Health Department;

WHEREAS, prior public health experience has shown that NCDV facilities are well suited to provide and conduct public health response services because NCDV locations are known to large numbers of individuals, the facilities have large assembly areas and have other necessities such as parking, refrigeration, and restrooms; and

WHEREAS, NCDV and County seek to enter into this Agreement for the purpose of facilitating public health responses during public health emergencies related to bioterrorism preparedness and response, outbreaks of infectious disease, and other public health threats and emergencies.

NOW, THEREFORE, and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The provisions of the Agreement shall go into effect only if the Chief Administrative Officer of the County Public Health Department and the Commissioner of Health of the Department of State Health Services (“DSHS”) declare that a large-scale immunization or treatment is necessary as a control measure for an outbreak of a communicable disease.
2. County agrees to supply all materials provided by Strategic National Stockpile (SNS) (vaccines, antibiotics, antitoxins, antivirals, syringes, etc) and forms necessary to administer during an emergency.
3. County shall be responsible for the disposal of medical waste and for the disinfection of NCDV facilities following the use of such facilities for an emergency. County shall coordinate with DSHS, if necessary, to provide written assurances that the facilities are safe for return to use as NCDV facilities.
4. NCDV agree to allow County to use NCDV facilities and utilities including but not limited to, gas, water, electricity and telecommunications at no cost to County.
5. NCDV agrees to designate rooms, fixtures and equipment existing at the facilities that the County may use during an emergency.
6. NCDV agrees to provide staff or volunteers on-site during an emergency to assist County with operations.
7. Upon declaration of an emergency, NCDV shall allow County to use facilities at the time this Agreement becomes effective.
8. NCDV agrees to submit to County an Incident Command System (ICS) Organization Chart derived from FEMA National Incident Management System (NIMS) every year for each designated, and participate in trainings.
9. The parties understand and agree that applicable services NCDV under this Agreement may be related to Homeland Security, as it is defined in Local Government Code Section 421.001 and when applicable, NCDV shall be immune from civil liability for any act or omission resulting in death, damage or injury while acting in good faith and in the course and scope of its function to provide a service related to a Homeland Security Activity as defined in accordance with Government Code Section 421.062.
10. For purposes of this Agreement and in accordance with Government Code Section 421.062, “Homeland Security Activity” means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
11. **Term.** This agreement becomes effective when executed by both parties. Either party may cancel it by giving thirty days notice to the other party; otherwise it remains in effect

for three (3) years and may be renewed for three (3) additional one (1) year periods by written amendment signed by both parties. Any notice or communication required or permitted shall be given in writing.

12. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
13. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision herof.
14. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by NCDV and County, and not otherwise.
15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: NuestraClinica Del Valle
 Attention: Lucy Ramirez, Executive Director
 P.O. Box 1689
 Pharr,, Texas 78577

If to County: Hidalgo County, Texas
 Attention: Ramon Garcia, County Judge
 100 E. Cano St. 2nd. Floor
 Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

16. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
17. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
18. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
19. **Assignment.** This Agreement shall not be assignable.
20. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
21. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or NCDV and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
22. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
23. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.
24. **Performance of Governmental Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
25. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

26. **Indemnification:** NCDV will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the NCDV's or that of any person providing services hereunder through or for the NCDV'S. Upon written notice from the County, the NCDV will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. The NCDV will carry proper insurance with the County as an additional named insured.
27. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

NUESTRA CLINICA DEL VALLE

By: 
Printed Name: Lucy Ramirez Torres
Title: Chief Executive Officer

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza
Assistant District Attorney