

COUNTY OF HIDALGO, §
STATE OF TEXAS §

**CARES ACT MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HIDALGO, TEXAS, AND THE
_____ PUBLIC UTILITY/WATER DISTRICT**

THIS Agreement is made on and entered into effective as of the _____ day of _____, 2020, by and between COUNTY OF HIDALGO, TEXAS, hereinafter referred to as (“County”), and _____ PUBLIC UTILITY/WATER DISTRICT hereinafter referred to as (“District”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the District is organized as an Public Utility and/or Water District under the laws of the State of Texas, and is a political subdivision of the State, and its boundary is within the boundary of Hidalgo County; and

WHEREAS, the County is a political subdivision organized under the laws of the State of Texas; and

WHEREAS, the County and District and their respective constituents have been affected by the COVID-19/Coronavirus public health emergency and the resulting Federal, State and Local disaster declarations and executive orders regarding the same; and

WHEREAS, the County, pursuant to its statutory and constitutional authority, are responsible for the safety and well being of the citizens; the District pursuant to its statutory authority, is responsible for the safety and well-being of its constituents, employee, and administration, and both are desirous that necessary services and equipment are available to respond and mitigate the public health emergency; and

WHEREAS, the County and the District are authorized to enter into this Memorandum of Understanding with each other to perform governmental functions and services under the terms of this agreement; and

WHEREAS, in an effort to facilitate compliance with current public health measures related to the COVID-19 public health emergency, the County established the Hidalgo County Public Access Wi-Fi 2020 Project (hereinafter “Project”) to assist the citizens of the County with

distance learning, including technological improvements, as well as improving telework capability, in connection with school and business closings; and

WHEREAS, in response to the COVID-19 pandemic public health emergency, County, in cooperation with District, has identified and is working toward developing innovative learning strategies that include access to a Public Internet Wi-Fi network as part of the Project. The Project goal is to provide free internet access to identified areas within each District and County that will enable online distance learning as well as improving telework capabilities for families that do not have the means to provide internet access. The system will be designed to support wireless devices, including laptops, iPads, and other personal devices used to access online classes and telework capabilities.

WHEREAS, County and District desire to enter into this agreement for a public purpose and for the benefit of the residents of County and District in that access to online learning will assist in mitigating the spread of COVID-19 in classrooms and schools, protecting our children, our teachers, and all school staff and to further detail each party's duties and responsibilities; and

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

I. PROVISIONS OF SERVICES

Through this Agreement the **PARTIES** will develop a cooperative program to provide services as follows:

Purpose and Term of Agreement:

1. The purpose of this agreement is establish cooperation between the **County** and **District** on an "as needed basis" in order to coordinate the **County's** ongoing efforts and use of all available resources for the Public Internet Access Wi-Fi Network Project in an effort to facilitate compliance with current public health measures related to the COVID-19 public health emergency and to assist the citizens of the County and District with distance

learning, including technological improvements, as well as improving telework capability, in connection with school and business closings.

2. **District** will communicate directly with the **County's** designated point of contact to request specific, written requests for assistance in the County's efforts to provide a Public Internet Access Wi-Fi in order to provide educational information and distance learning resources to its constituents aimed at mitigating the spread of COVID-19.

The participation of COUNTY in this initiative shall consist of the following:

1. **County** will designate a point of contact to streamline communications between the **District** and **County** and all Elected Offices and Departments.
2. **County** will acquire the services of a vendor to design and implement a Public Internet Access Wi-Fi Network in order to provide educational information and distance learning resources to its constituents aimed at mitigating the spread of COVID-19.
3. **County** will acquire equipment hardware and software for the Public Internet Access Wi-Fi Network Project. Equipment will be installed on **District** assets as needed in the selected areas of each **County** Precinct.

II. TERM OR AGREEMENT

The term of this agreement is for the lifetime of the Public Internet Access Wi-Fi Network; it will begin on **August 18, 2020** extending for the lifetime of the Agreement **or terminated by mutual agreement of the PARTIES.**

III. COMPENSATION

County will receive no reimbursement from **District** for any services provided under the agreement. Requests for financial assistance presented by **District** will be considered, reviewed and subsequently approved to the extent they meet the requirements of the CARES Act Guidance in that they are directly related to the COUNTY's efforts to mitigate the spread of COVID-19.

IV. NOTICES

All notices or other writing required under this Agreement shall be deemed to have been made when sent by mail to the following address:

TO DISTRICT:

Attn: ***
Coordinator

TO COUNTY:

County of Hidalgo
Attn: Richard Cortez, County Judge
100 E. Cano
Edinburg, TX 78539

With CC to:
Daniel Salinas
Hidalgo County Director of
Information Technology
daniel.salinas@co.hidalgo.tx.us

VI. TERMINATION

This Agreement may be amended, modified or terminated by agreement of the **PARTIES**. Further, the agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

VII. LAW GOVERNING VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the **PARTIES** to this Agreement shall be performable in Hidalgo County, Texas.

VIII. LIABILITIES

This Agreement is not intended to extend the liability of the **PARTIES** beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

IX. ADDITIONAL DOCUMENT

The parties hereto covenant and agree that they will execute 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.

X. GOVERNMENTAL PURPOSE

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.

XI. APPENDIX II TO CFR 200-CONTRACT PROVISIONS

Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

XII. 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 County and CSCD policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

XIII. 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.

WITNESS THE HANDS OF THE PARTIES effective as of August 18, 2020

DISTRICT

HIDALGO COUNTY, TEXAS

Richard Cortez, Hidalgo County Judge

ATTEST:

Arturo Guajardo, Jr. Hidalgo County Clerk

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

By: Josephine Ramirez Solis
Assistant District Attorney