

ATTACHMENT A-3

Vendor shall only operate in the approved kiosk location within the area specified by the County or Business. The specified location is to be determined by County or Business.

The site(s) will be in operation daily beginning January 4, 2021, and are subject to change with written notice to County, at the discretion of the Vendor.

Curative Kiosk located in Precinct 4 at Linn-San Manuel Fire Station, 21661 TX-186, Edinburg, Texas will be relocated to Elections ANNEX Parking Lot, 423 N. Closner Street, Edinburg, Tx.

ATTACHMENT A-2

Vendor shall only operate in the approved kiosk location within the area specified by the County or Business. The specified location is to be determined by County or Business.

**Precinct 2 Community Resource Center – San Juan Site
509 East Earling Road
San Juan, TX 78589**

**Precinct 2 Community Resource Center – Alamo Site
1429 South Tower Road
Alamo, TX 78516**

**Precinct 2 Administration Building
300 West Hall Acres
Pharr, TX 78577**

The site(s) will be in operation daily beginning January 4, 2021, and are subject to change with written notice to County, at the discretion of the Vendor.

ATTACHMENT A-1

Vendor shall only operate in the approved kiosk location within the area specified by the County or Business. The specified location is to be determined by County or Business.

**McAllen Public Library, 4001 N. 23rd Street, McAllen, Texas
Precinct 4 Endowment Center, 107 N. Sunflower Road, Edinburg, Texas
Precinct 4 Linn-San Manuel Fire Station, 21661 TX-186, Edinburg, Texas.**

The site(s) will be in operation daily beginning December 14, 2020, and are subject to change with written notice to County, at the discretion of the Vendor.

23 A.2 Purchasing Cont. (H.C.)

P 4/2

C) Requesting authority to purchase one (1) ADA Mobile Restroom from Ready2Go Restroom Trailers Sales LLC. With a cost not to exceed \$52,500.00, and one (1) ADA Mobile Restroom from Portable Restroom Trailers LLC. With a cost not to exceed \$59,895.00, subject to receipt of additional information and final review as to legal form by HC/DA/Civil Section.

B. County Judge's Office

du

1. AI-77982 A. Discussion, consideration, and action to approve a necessary CARES Act Relief Fund expenditure to cover cost not accounted for in the current budget and cannot be lawfully funded by line item, allotment or allocation, for Digital Advertisement, in order to assist with the ongoing COVID-19 public health emergency; the Court having reviewed the Agenda Item Briefing, herein finds that such expenditure is reasonable and necessary for the intended use;

P 1/4

B. Exemption from competitive bidding requirements, pursuant to Texas LGC 262.024 (a)(1): an item that must be purchased in case of a public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens; (2) an item necessary to preserve and protect the public health and safety of the citizens;

P 1/4

C. Requesting approval for Digital and Direct Mail Advertisement through AIM Media Texas Operating, LLC, for the Public Affairs Division through requisition 422343 in the total amount of \$95,224.85 subject to 1295 compliance.

P 1/2

Approve in an amt. not to exceed \$95,224.85

Pct. 4

du P 4/1

1. AI-77968 Requesting approval of the contract for Professional Engineering Services for Rio Delta Bus Shelter - P4 with RO Engineering, PLLC - contract C-20-439-10-27.

2. AI-77977 Requesting approval to purchase Parks and Recreation Equipment and Field Lighting Products and Installation for (1) Softball Field and (1) Baseball Field through BuyBoard Coop. Contract # 592-19 awarded vendor, Musco Lighting, LLC., in the total amount of \$300,000.

P 4/1

D. IT Department

du

1. AI-77924 A. Requesting exemption under Texas Local Government Code, 262-024(a)(4), a professional service for HC/IT software program maintenance;

P 4/2

B. Acceptance and approval of a professional services agreement with Charles Graham for the provision of maintenance/support services for the HC IT Department including all required and statutory submissions, effective date 01/01/2021 through 12/31/2021, for an initial term of one year with the County's option to renew/extend and additional one year term.

E. Health & Human Services Dept.

du

1. AI-77974 A. Requesting exemption from competitive bidding requirement, TxLGC 262.024(a)(1) an item that must be purchased in a case of public calamity if necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of

P 2/4

Purchasing - cont. (Health)

23. E.1.

the county and (2) an item necessary to preserve or protect the public health or safety of the residents of the county;

P4/2

B. Approval of the Memorandum of Agreement/Understanding with Curative, Inc. to secure free COVID-19 oral swab testing for the general public as it relates to the provision of additional COVID testing programs to individuals and families of the County that have been directly or indirectly impacted by the COVID-19 public health emergency, this serves a public purpose for the health, safety, and wellbeing of the residents of the County of Hidalgo subject to submittal/compliance with form HB1295.

F.

Tax Office

du

1. AI-77936

P4/2

A. "Discussion, consideration, and action to approve necessary CARES Act Relief Fund expenditures to cover cost not accounted for in the current budget and cannot be lawfully funded by line item, allotment or allocation, for the purchase of additional Two-Way Electronic Communicators for the new Weslaco Office as a function of government and of the County's efforts in mitigating the in-going COVID-19, the Court having reviewed tge Agenda Item Briefing, herein finds that such expenditure is reasonable and necessary for the intended use.";

B. Requesting exemption from competitive bidding requirements, pursuant to Texas LGC 262.024(a)(1): an item that must be purchase in case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens; (2) an item that is necessary to preserve and protect the public health and safety of the citizens;

P1/2

C. Requesting to purchase 12 Two-Way Electronic Communicators for the new Weslaco Office from REFCO in the amount of \$14,606.00 subject to 1295 compliance (Requisition# 00421660).

G.

District Attorney

Hidalgo Co.

du

1. AI-77874

P1/2

A. Requesting approval of Interlocal Cooperation Agreement(s) [ILA's] for Turnkey Autopsy and/or Medical Examiner Services subject to final review as to form by HC/DA/Civil Section between Hidalgo County and the following:

- 1. Cameron County; and,
- 2. Nueces County

P4/1

B. Requesting exemption from competitive bidding requirements under TxLGC 262.024(a)(1) or (2) attached herein;

P2/4

C. Ratification of the executed Letter Agreement between Hidalgo and Nueces Counties for Limited Medical Examiner Services.

2. AI-77941

du

P2/1

A. "Discussion, consideration, and action to approve a necessary CARES Act Relief Fund expenditure to cover cost not accounted for in the current budget and cannot be lawfully funded by line item, allotment or allocation, for the [Hidalgo County District Attorney's Office Furniture Purchase], in order to implement the distancing measures addressing the ongoing COVID-19 public health emergency; the Court having reviewed the Agenda Item Briefing, herein finds that such expenditure is reasonable and necessary for the intended use.";

County of Hidalgo §
State of Texas §

C-20-609-10-27

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO, TEXAS AND CURATIVE INC.

Kiosk Agreement

WHEREAS, the County of Hidalgo, Texas (the "County") wishes to launch additional COVID testing programs within the County that are generally available to the public; and

WHEREAS, Curative Inc. ("Vendor"), is in the process of completing a self-serve (pilot phase, subject to modifications) to the public Kiosk for COVID testing; and

WHEREAS, County or Business has agreed to allow testing to take place at its property and give access to the Vendor for the duration of the agreement

WHEREAS, Vendor and the County (together, the "Parties") wish to collaborate on such COVID testing; and

WHEREAS, the County finds that this agreement, as it relates to the providing additional COVID testing programs to individuals and families of the County that have been directly impacted by the COVID-19 public health emergency, serves a public purpose for the health, safety, and wellbeing of the residents of the County of Hidalgo;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions expressed between the parties hereto, it is understood and agreed by and between the County and Vendor as follows:

County, at no charge to Vendor shall provide a public area for placement of Vendor supplied kiosk, and Vendor shall supply such kiosk, at no charge to County or Business at various locations. The site(s) will be in operation daily. This is subject to change, with written notice to County, at the discretion of the Vendor.

1. Vendor shall comply with all County property and facility rules and regulations.
2. Vendor shall be considered an independent contractor and neither the Vendor nor its workers or consultants shall, under any circumstances, be considered employees of the County.
3. The County shall not be liable for any damage caused by acts of nature, i.e. power failure, earthquake, flood, fire, explosion, theft, and vandalism to persons or properties in the space used by the vendor.
4. The Vendor agrees that all personal property upon the premises shall be at the risk of the Vendor, and that the County shall not be liable for any damages, losses or theft thereof.
5. Vendor shall furnish all labor, services, materials, supplies, and equipment necessary to maintain the operation of the kiosk during hours defined by the Vendor.
6. Vendor shall secure and keep a general commercial insurance policy covering personal injury and property damage in the amount of not less than \$1 million per occurrence, \$2 million aggregate Vendor shall also secure and maintain workers' compensation insurance if Vendor has employees as required by State law.

7. Vendor shall only operate in the approved kiosk location within the area specified by the County or Business. The specified location is to be determined by County or Business.
8. The County will furnish electricity in such locations where these utilities now exist. All requests for use of these facilities and/or additional installations or any special needs must be made in writing to the County or Business listing specific needs
9. County agrees to advertise and publicize the kiosk, and receive data from Vendor, and provide constructive feedback to Vendor. County agrees to consult Curative regarding any advertisement or public commentary regarding the kiosk operation prior to publicizing
10. Kiosk and all intellectual property associated with such shall remain the sole and exclusive property of Vendor.
11. Upon the expiration or termination of this Agreement, Vendor shall remove all goods, belongings, and fixtures belonging to the Vendor, and shall leave the County provided area, in the condition in which it was received, reasonable wear and tear expected. Either Party may terminate this Agreement by providing 30 day written notice to the other.

COMPLIANCE WITH LAWS:

1. The Vendor shall comply with all applicable Federal, State, and local laws, rules, and regulations.
2. In the event this collaborative effort requires the mutual sharing of information made confidential by the laws of the State of Texas and of the United States, information will only be exchanged as allowed by law.
3. 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.
4. 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.
5. This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and any applicable governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of immunities from suit or from liability that either County or Vendor has by operation of law.
6. The Parties to the Agreement agree that 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 Vendor policy, including without limitation race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. Vendor shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

7. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

The execution and performance of this Agreement by County and Vendor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Vendor in accordance with its terms.

County of Hidalgo, Texas:

Signature: Richard F. Cortez

Date: 11/3/20

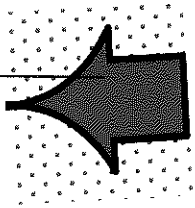
Name and Title: Richard F. Cortez, County Judge

Curative Inc.:

Signature: _____

Date:

Name and Title:



APPROVED BY
COMMISSIONERS' COURT
ON: 10/27/20 RS

not discriminate against any person on a basis prohibited by applicable law or County and Vendor policy, including without limitation race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. Vendor shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

7. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

The execution and performance of this Agreement by County and Vendor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Vendor in accordance with its terms.

County of Hidalgo, Texas:

Signature: _____

Date:

Name and Title: Richard F. Cortez, County Judge

Curative Inc.:

Signature: _____

Date: 11/23/2020

Name and Title: Kim Draper VP of Finance

DocuSigned by:

Kim Draper

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