

**THE STATE OF TEXAS**                    §  
  §  
**COUNTY OF HIDALGO**                   §

**FIRST AMENDMENT TO  
MEMORANDUM AGREEMENT BETWEEN THE COUNTY OF  
HIDALGO AND CURATIVE**

**THIS FIRST AMENDMENT TO THE MEMORANDUM AGREEMENT (“Agreement”)** is made and entered the 30<sup>th</sup> day of June, **2021** by and between **HIDALGO COUNTY, TEXAS**, (“County”) and **CURATIVE, INC.** (“Vendor”).

**W I T N E S S E T H:**

**WHEREAS**, on October 27, 2021, County and Vendor entered into a memorandum Agreement to provide testing for COVID-19 in direct response to the COVID-19 public health emergency; and

**WHEREAS**, County is a unit of local government of the State of Texas, charged with responding to the public health emergency on behalf of its citizens; and

**WHEREAS**, Vendor and the County (together, the “Parties”) have chosen to collaborate on COVID-19 testing; and

**WHEREAS**, the County finds that this collaboration, 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; and

**WHEREAS**, County has agreed to permit Vendor to utilize public spaces and/or locations to provide services during the above referenced public health emergency/declared disaster; and

**WHEREAS**, County and Vendor now desire to amend the Agreement to specify the County locations which may be utilized by the Vendor to provide services during the public health emergency/declared disaster and to further clarify the services to be provided at said locations;

**NOW, THEREFORE**, for and in consideration of the terms and provisions set forth herein, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Vendor hereby agree to the following amendment to the Agreement.

1. The locations where services are to be provided as per the Agreement between the parties is further clarified to include the attached as **Exhibit A**, which is incorporated herein for all purposes. Vendor may provide services during the public health emergency/declared disaster at the locations provided in the attached **Exhibit A**.

2. The services to be provided by Vendor shall include COVID-19 testing kits which will allow for screening of other respiratory viruses and infections including but not limited to the SARS-CoV-2.
3. Except as modified herein, all terms and conditions of the Agreement, remain in full force and effect. County and Vendor ratify and confirm the terms and provisions of the Agreement as amended herein.

**EXECUTED** and effective as of the day and year first written above.

**COUNTY OF HIDALGO, TEXAS**

By: \_\_\_\_\_  
Richard F. Cortez, County Judge

**CURATIVE, INC.**

By: \_\_\_\_\_  
Vendor  
Ryan Souders, General Counsel

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

Approved by Commissioners Court on: \_\_\_\_\_

**APPROVED AS TO FORM:**

Office of the Hidalgo County Criminal District Attorney  
Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Assistant District Attorney

## EXHIBIT A

The locations where services are to be provided as per the Agreement between the parties are updated as follows:

- a. McAllen Public Library- 4001 N. 23rd St. McAllen, TX 78501
- b. The Endowment Center- San Carlos 107 Sunflower Rd. Edinburg, TX 78539
- c. Hidalgo County Administration Building (Old K-Mart Building)- 2804 S. Business Hwy 281 parking lot, Edinburg, TX 78539

Signatures