

STATE OF TEXAS  
 COUNTY OF HIDALGO

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**INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTY OF HIDALGO  
 AND THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY**

*To Collaborate At Hidalgo County Precinct 4 San Carlos Community Resource Center (86<sup>th</sup> Street)*

This Agreement, made on the 31<sup>st</sup> day of July, 2018 by and between the County of Hidalgo, hereinafter referred to as ("COUNTY") and The University of Texas Rio Grande Valley, acting by and through its School of Medicine, an agency of the State of Texas hereinafter referred to as ("UTRGV"), collectively, the ("Parties"), pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., ("ACT") as follows:

**WITNESSETH**

**WHEREAS**, UTRGV is political subdivision as defined by the Act, and organized under Chapter 79 of the Texas Education Code, in an institution of Higher Education as defined by Texas Education Code 61.003(8) and has a campus 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, which operates one or more Commissioner's Precinct Community Resource Centers ("Facility" or "Facilities"); and

**WHEREAS**, the COUNTY and UTRGV have worked collaboratively to facilitate, recruit, provide outreach and resource development to help improve the self-sufficiency, health and well-being of the residents of the area known as San Carlos; and

**WHEREAS**, COUNTY is the owner/operator of a multi-purpose Facility, San Carlos Community Center, located at 230 N. 86<sup>th</sup> Street, Edinburg, Texas, 78542, to provide a variety of services to help improve the self-sufficiency, health and well-being of the residents of San Carlos; and

**WHEREAS**, UTRGV desires to provide an educational experience for its students, under direction of UTRGV faculty and personnel, through health promotion, education, recreation, disease prevention, community development, and other services, including clinical services, which will be provided to Hidalgo COUNTY residents at the San Carlos Community Resource Center (86<sup>th</sup> Street).

**WHEREAS**, the Parties recognize the need for improved and more easily accessible Services for the residents of the COUNTY of Hidalgo and the surrounding communities around San Carlos;

**NOW THEREFORE**, COUNTY and UTRGV In consideration of the mutual obligations herein and other good and valuable consideration the receipt of which is hereby acknowledged agree to collaborate pursuant to the terms, conditions and covenants set forth as follow, to wit:

**1. Program**

- a) COUNTY shall furnish use of Facilities by UTRGV for mutually agreed days and times, and assigned appropriate space on Facility premises for office and other support-related activities without cost to UTRGV, for the purpose of facilitating the Program.
- b) UTRGV and COUNTY intend that Facility shall provide a place for the delivery of a variety of services to help improve the self-sufficiency, health, safety and welfare of the residents of the Colonia area known as San Carlos ("Services"). These Services shall include but are not necessarily limited to, health promotion, education, recreation, disease prevention, community development, clinical services, telemedicine services, and other service programs. COUNTY will consult with UTRGV prior to modifying the uses of the Facility as provided under this agreement.
- c) UTRGV will design and provide a public service and educational experience for its students, utilizing as necessary the personnel, equipment, and space at facility.
- d) The goal of the Program, which includes the collaborative efforts of COUNTY and UTRGV as summarized in subsections 1. a) through c) above, is to engage and empower community residents to undertake behaviors and make changes that improve individual and population health in the County of Hidalgo and the surrounding communities of San Carlos, while providing for an inter-professional experience for the UTRGV students involved.

**2. UTRGV's Obligations:** UTRGV, where appropriate shall:

- a) Require that any students selected for participation in the Program have satisfactorily completed all portions of the applicable curriculum that are prerequisites for participation in the Program.
- b) Inform all faculty, employees, students, and other UTRGV affiliated personnel participating in the Program that they are required to comply with applicable rules and regulations of the County of Hidalgo and the individual Facility while on the premises of Facility, and comply with the requirements of federal and state laws

and regulations regarding the confidentiality of information in records maintained by COUNTY or a Facility.

- c) Upon request, provide the COUNTY with documentation that UTRGV employees assigned have any and all licenses, permits or certificates, as may be required by law and/or requested by the Facility.
- d) Remove any student and/or employee from Program activities at Facility if mutually determined that such individual has violated the rules and regulations of the Facility, or has engaged in conduct that disrupts the activities carried on at the Facility, or threatens the safety of Facility personnel or individuals at the Facility.
- e) UTRGV will provide for, and manage the monitoring services of a security alarm system for the assigned areas of the Facility that they will be utilizing. UTRGV will be responsible installation, repair, replacement, or upkeep of the system or components that have been installed to facilitate the Program and/or Services provided by UTRGV.
- f) UTRGV will provide for, and manage the monitoring services of a video camera system for the assigned areas of the Facility that they will be utilizing. UTRGV will be responsible installation, repair, replacement, or upkeep of the system or components that have been installed to facilitate the Program and/or Services provided by UTRGV.
- g) UTRGV will provide for, and manage internet services systems for the assigned areas of the Facility that they will be utilizing, including but not limited to the use of UTRGV's email server(s) and related systems. UTRGV will be responsible installation, repair, replacement, or upkeep of the system or components that have been installed to facilitate the Program and/or Services provided by UTRGV.
- h) UTRGV will provide for, and manage services for the storage and disposal of medical waste and hazardous material to include but not limited to needles and syringes, used to facilitate the Program and/or Services provided by UTRGV.
- i) UTRGV shall be responsible for the management, security and control of any and all medication and hazardous materials, utilized to facilitate the Program and/or Services provided by UTRGV, located and/or stored within the assigned areas of the Facility.
- j) UTRGV shall consult with, and obtain written approval from the COUNTY in regards to any modifications or additions to the assigned area of the Facility that will be utilized for the purposes of the Program and/or Services.
- k) COUNTY acknowledges that, because UTRGV is an agency of the State of Texas, liability for the tortious conduct of agents and employees of UTRGV (other than for certain medical liability) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101, 104 and 108), and that Workers' Compensation Insurance coverage for employees of UTRGV is provided by UTRGV as mandated by the provisions of Texas Labor Code, Chapter 503.

Pursuant to the authority of Chapter 59 of the Texas Education Code, UTRGV will maintain during the term of this Agreement a self-funded program for professional liability coverage for UTRGV physicians, residents and medical students against any claims for damages arising by reason of personal injury or death occasioned directly or indirectly by the negligent acts or omissions of UTRGV physicians, residents or medical students. COUNTY further acknowledges that, as an agency of the State of Texas, UTRGV shall self-insure against any other risk that may be incurred by UTRGV as a result of its operations under this Agreement.

- D) As part of the Program, UTRGV will provide staffing to perform clinical services at the Facility on a mutually agreeable schedule so long as funding is available to cover all costs.

**3. COUNTY's Obligations:** COUNTY, Facility and their personnel, where appropriate, shall:

- a) COUNTY shall furnish the use of Facility by UTRGV at mutually agreed time, including assigning appropriate areas(s) of the Facility premises for offices and other support-related activities for the purpose of facilitating the Program and/or Services.
- b) COUNTY agrees to make the Facility available for use by UTRGV to provide services to those that qualify to receive their services. In addition, UTRGV shall provide services without respect to race, color, age, sex, religion, national origin, disability, or any other protected class under law.
- c) COUNTY shall provide for the maintenance of Facilities to keep it in good repair; provide any insurance(s); ensure that the facility meets all requirements of federal, state, and local laws for UTRGV to provide services in facilitating the Program; and provide all utilities.
- d) County shall assist UTRGV, as appropriate, with all applicable requirements of any accreditation authority, meeting any regulatory or accreditation requirements related to the Program, and assist in the certification of such compliance upon request by UTRGV.
- e) COUNTY will provide the use of mutually agreed and designated assigned area(s) located within the Facility known as the San Carlos Community Center, located at 230 N. 86<sup>th</sup> Street, Edinburg, Texas, 78542, for the purpose of the UTRGV Medical Program.
- f) COUNTY will provide custodial services to the Facility to include but not limited to sweeping, mopping, and trash disposal of non-hazardous and non-medical waste materials.
- g) The COUNTY shall have complete access to the Facility, including assigned areas that UTRGV will be utilizing; excluding the access to areas where medicines and/or

any hazardous materials stored assigned area of Facility, access to areas or devices where student or patient records may be stored, or access to areas during times when patients are being examined.

**4. General Provision**

- a) **Term and Termination.** This Agreement shall commence as of the day and year first written above, and remain in effect until the 31<sup>st</sup> day of August, 2020. This Agreement may automatically renew for two (2) additional one (1) year terms under the same terms and conditions, or as amended by written agreement between the Parties. The Agreement may be terminated earlier by either party in accordance with this Agreement. Either Party may terminate this Agreement without cause by giving the other party (30) days' written notice.
- b) **Independent Contractors.** Under no circumstances shall any employee or student of UTRGV be considered an agent or employee of COUNTY; they will be considered to be on the premises for the purpose of participating in the Program. COUNTY has no authority to dismiss UTRGV employees or students without UTRGV's consent. However, COUNTY Facility personnel may make recommendations to and shall retain its full power to control the practice and operations of a Facility.
- c) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no prior or contemporaneous agreements, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be effective unless reduced to a writing specifically referencing this Agreements and signed by an authorized representative of each party
- d) **Compliance.** The Parties will comply with applicable federal, state and local laws, ordinances, rules and regulations in the performance of this Agreement including applicable, confidentiality and safety regulations.
- e) **Waiver.** No wavier by and 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 hereof.
- f) **Notice.** Except as may be otherwise specifically provided in the Agreements, all notices, demands, request or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) send 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 noticed delivered in accordance herewith:

**If to County:** Ramon Garcia  
Hidalgo County Judge  
302 W. University Drive  
Edinburg, Texas 78539

**With a Copy to:** Eduardo Olivarez  
Chief Administrative Office  
Department of Health  
1304 S 25th Ave,  
Edinburg, TX 78542


**If to UTRGV:** Michael A. Patriarca  
Executive Vice Dean, Finance and Administration  
UTRGV School of Medicine  
1201 W. University Drive  
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.

- g) **Controlling Law.** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
- h) **Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to 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, including a Business Associate Agreement, if needed.
- i) **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.
- j) **Non-Discrimination.** The Program 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 UTRGV policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
- k) **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither UTRGV nor COUNTY waive, 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.

- l) **Performance of Governmental Functions.** The Parties hereto are entering into this Agreement for the purpose of providing for governmental service or functions and will pay for such services out of current revenues available to the paying party as herein provided. Each Party is responsible for bearing the cost of its own obligations, as outlined above.
  
- m) **Commitment of Current Revenues.** In the event that during the term hereof, the governing body of any party does not appropriate or receive sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees 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.

THE UNIVERISTY OF TEXAS RIO GRANDE VALLEY

By:   
 Michael A. Patriarca, MBA  
 Executive Vice Dean, Finance and Administration  
 UTRGV School of Medicine

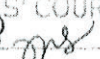
HIDALGO COUNTY, TEXAS

By:   
 Ramon Garcia, County Judge

ATTEST:  
COUNTY CLERK

By:   
 Arturo Guajardo Jr.  
 Date: 07-31-2018



APPROVED BY  
 COMMISSIONERS' COURT  
 ON: 7/31/18 

**AI-65835**  
**CC - REGULAR**

**Precinct #4 26. B.**

**Meeting Date:** 07/31/2018  
**Submitted For:** Lulu Mayorga, COMM. PCT. #4  
**Submitted By:** Monica Salinas, EXECUTIVE OFFICE  
**Department:** COMM. PCT. #4

**Information**

**CAPTION**

Requesting consideration and approval of Interlocal Cooperation Agreement between County of Hidalgo and The University of Texas Rio Grande Valley (to collaborate at Pct. 4 San Carlos CRC on 86th Street)

**BACKGROUND**

**Fiscal Impact**

<b><u>CALENDAR YEAR:</u></b>	<b><u>ACCT. #:</u></b>
<b><u>FUNDS AVAILABLE Y/N?:</u></b>	<b><u>MATCHING FUNDS Y/N?:</u></b>

**BUDGETARY IMPACT:**  
No budgetary impact.

**Attachments**

legal  
agreement

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	07/25/2018 02:14 PM
Final Approval	Monica Salinas	07/27/2018 05:56 PM
Form Started By: Monica Salinas		Started On: 07/25/2018 01:58 PM
Final Approval Date: 07/27/2018		

agencies. Present during the meeting, Philip Hammer with FEMA, Linley Boone-Almaguer with Texas Rio Grande Legal Aid and Corey Williams with SBA.

Williams informed they've held several disaster meetings throughout the county, he also reminded the public that the deadline to apply for fiscal damage is September 4, 2018.

Philip Hammer with FEMA, notified that they are partnering with small business administration, during those meetings they'll have staff assisting survivors who have not register. Additionally, they'll also provide information on how to mediate for future claim insurance, and provide translation in Spanish and hearing and sign language.

Linley Boone-Almaguer noted they'll provide information regarding legal issues that come about during this type of disaster.

- B. AI-65835 Requesting consideration and approval of Interlocal Cooperation Agreement between County of Hidalgo and The University of Texas Rio Grande Valley (to collaborate at Pct. 4 San Carlos CRC on 86th Street)

Dr. John Ronnau, UTRGV informed that this is an Area Health Education Center Clinic in the San Carlos Community Resource Center. Dr. Ronnau thanked Commissioner Palacios for all his support in developing this service for constituents, this is a 5-year project. As part of this, they also developed a community advisory board of prominent citizens from the area. Dr. Ronnau recognized CRC Director Alicia Rodriguez; AHEC Associate Director Lydia Maldonado and Dr. Shawn Saladin.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 – Unanimously

*Court proceeded back to Item.6.A.*

27. **Budget & Management:**

- A. AI-65803 Consider and approve a resolution authorizing publication of the County's Notices of Intent to Issue Certificates of Obligation in an amount not to exceed \$154,500,000 as authorized under state law for purposes of paying contractual obligations of the County to be incurred for certain projects and to pay for the cost of issuance of the certificates of obligations and making other provisions regarding matters incident thereto.

Noe Hinojosa updated the court on the discussion held regarding the funding for a \$127,000,000 courthouse project along with the precincts requests of about \$18,000,000 and other CIP of about \$4,000,000

The financial advisor informed that since then, the only numbers that have change are the other CIP numbers going from \$4,000,000 to now borrowing \$9,500,000

Hinojosa explained that the approval is to go out and publish the notice of intent to borrow \$127,000,000 for the courthouse and about \$27,500,000 for other purposes.

Judge Garcia joined the meeting.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, JOE FLORES, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 -Unanimously

- B. AI-65768 TXDOT Receivables (1315):  
Authority for the County Executive Officer to sign required reimbursement forms, including but not limited to TXDOT Form ROW-N-20AB and Comptroller of Public Accounts Form 74-209, as necessary, for all qualifying reimbursement requests associated with any current and future TXDOT road projects.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 1, DAVID FUENTES, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 -Unanimously

- C. AI-65725 Discussion, consideration, and approval to update the Texas Department of Emergency Management Designation of Subrecipient Agent form to reflect Alternate Contacts:  
Grants Accounting Supervisor - Deborah Fischer  
Grants Accountant -Maria Munoz  
Planning Analyst II- Rolando Garcia  
First Asst. Auditor - Linda Fong

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 – Unanimously

**Vote:** 5 - 0 - Unanimously

- B. AI-77608 Requesting approval of Resolution for designation and authorizing bonded signatories regarding the Texas Department of Agriculture (TDA) and Hidalgo County Urban County Program (UCP) 2020 Emergency Services – Help for Colonias (E-SHC) Contract #7219133. (Audio Reference 1h:09m 48s)

On motion by COMMISSIONER PCT. 1, DAVID FUENTES, seconded by COMMISSIONER PCT. 4, ELLIE TORRES, the Court made a UNANIMOUS vote of approval on item 13.B.

**Vote:** 5 - 0 – Unanimously

14. **Health & Human Services Department:**

- A. AI-77658 To inform Commissioner's Court of the automatic renewal of one year term under the same terms and conditions of the Interlocal Cooperation Agreement Between County of Hidalgo and the University of Texas Rio Grande Valley for use of the San Carlos Community Center. (Audio Reference 1h:10m 22s)

Veronica Gonzalez, with UTRGV, and John Renau came before the court to express their gratitude toward the many partnerships and individuals involved in this project.

On motion by COMMISSIONER PCT. 4, ELLIE TORRES, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval on item 14.A.

**Vote:** 5 - 0 – Unanimously

15. **Community Service Agency:**

- A. AI-77651 Discussion, consideration and possible action to amend the 2020 Comprehensive Energy Assistance Program (CEAP) Service Delivery Plan for program year of 2020. (Audio Reference 1h:16m 10s)

Jaime Longoria, with the CSA, requested the authority to terminate any new applications to regular funding, but keep the possibility open for families that are facing disconnection due to the COVID-19 virus hardship.

On motion by COMMISSIONER PCT. 4, ELLIE TORRES, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval on item 15.A.

**Vote:** 5 - 0 – Unanimously

- B. AI-77632 Discussion, consideration, and possible action to approve the renewal notice of funding opportunity for the Americorps Senior Programs: Senior Companions Program (SCP) Grant:18SCWTX003 and the Foster Grandparents Program (FGP) Grant: 18SFWTX002 for program year 2021. (Audio Reference 1h:18m 12s)

On motion by COMMISSIONER PCT. 4, ELLIE TORRES, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote