

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF HIDALGO AND REMOTE AREA MEDICAL

THIS Agreement is made on this the 6th day of September, 2022, by and between the REMOTE AREA MEDICAL, hereinafter referred to as the “RAM” and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as the “County”. Collectively hereinafter referred to as the “Parties”.

WITNESSETH:

WHEREAS, RAM is a non-profit 501(c)(3) Organization in the State of Tennessee, USA and is located in Rockford, Tennessee;

WHEREAS, County is a political subdivision of the State of Texas;

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

WHEREAS, during such public health threats and emergency, County is responsible for the response to public health emergencies; in which it may be necessary to immunize or treat a large number of people in the area served by the County Public Health Department;

WHEREAS, during such a public health emergency, it may be necessary to respond with rescue and support or to clinically triage and support and treat a large number of people in the area served by the County;

WHEREAS, RAM is equipped with assembly resources to provide and conduct public health emergency response services due to their highly mobile, efficient relief force of operation teams and mobile support equipment to include dental, vision, and medical services which can serve as support to County in multiple locations to large numbers of individuals;

WHEREAS, emergency public health response services can be exercised, if necessary, with RAM at the County Point of Dispensing (POD) sites including but not limited to Drills, Table-Top Exercises, and/or Full-Scale Exercises such as: Operation Border Health, and/or activities 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;

WHEREAS, RAM possesses large-scale mobilization of emergency response material, information dissemination, donation coordination and general support and response in time of need.

NOW, THEREFORE, RAM 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 of the Commissioner of Health of the Department of State Health Services (“DSHS”) declare that a large-scale public health emergency response or immunization or treatment is necessary as a control measure for an outbreak of a communicable disease and only if locally resources are depleted or unavailable.
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 RAM mobile facilities following the use of such facilities for an emergency. County shall coordinate with DSHS, if necessary, to provide written assurances that the RAM facilities are safe for return to use by RAM.
4. RAM agrees to support County with relief and rescue by using public health emergency support mobile facilities, equipment, and resources during an emergency.
5. RAM agrees to provide one or more staff on-site during an emergency to assist County with operations.
6. RAM will have access to utilities including but not limited to, gas, water, electricity and telecommunications at no cost to RAM.
7. County agrees to designate rooms, fixtures and equipment existing at the point of distribution facilities that RAM mobile facilities may use during an emergency at the time the provisions this Agreement becomes effective, pursuant to paragraph 1 herein.
8. RAM agrees to submit to County an Incident Command System (ICS) Organization Chart derived from FEMA National Incident Management System (NIMS) upon arriving at a County POD during an emergency public health response under the provisions of this Agreement.
9. The Parties understand and agree that RAM, in a volunteer capacity, may 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

If to County: Hidalgo County, Texas
Attention: Richard F Cortez, County Judge

100 E. Cano St. 2nd Floor
Edinburg, Texas 78539
Fax: 956-318-2699
Email: richard.cortez@co.hidalgo.tx.us

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.

15. **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.
16. **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.
17. **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.
18. **Assignment.** This Agreement shall not be assignable.
19. **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.
20. **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.
21. **Authority to Execute.** The execution and performance of this Agreement by RAM and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of RAM and County in accordance with its terms.
22. **Performance of Governmental Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions related to Homeland Security Activities, and will pay for such services out of current revenues available to the paying party, if applicable, as herein provided.

23. **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.

24. **Mutual Indemnification.** Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

25. **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 thirty (30) 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.

26. **Limitation and/or Inability to Respond.** In situations where it reasonably appears to RAM that full compliance with the provisions of this Agreement is not possible, due to other non-related relief efforts being concurrently responded to by RAM, then and in that event, it is agreed hereto between the Parties that RAM shall provide notice of any limitation and/or the inability to respond to the County, and thereafter, County will expect a reasonable response from RAM to the emergencies involved.

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

**REMOTE AREA MEDICAL
VOLUNTEER CORPS**

By: _____
 Printed Name: Chris Hall _____
 Title: Chief Operations Officer _____

COUNTY OF HIDALGO, TEXAS

By: _____
Richard F. Cortez, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON _____

ATTEST:

Arturo Guajardo, Hidalgo County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Robert Vina, Assistant District Attorney