

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY AND THE
COUNTY OF HIDALGO, TEXAS**

THIS First Amendment to the Interlocal Agreement is made on this _____ **day of December, 2022**, by and between and **THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY, by and through its SCHOOL OF NURSING**, (hereinafter referred to as “University”) and the **COUNTY OF HIDALGO, TEXAS**, (hereinafter referred to as the “County”) pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov’t Code 791.001 et seq., hereinafter referred to as the “Act”, as follows:

WITNESSETH:

WHEREAS, University and County entered into an Interlocal Cooperation Agreement on or about October 18, 2022, for the public purpose of advancing health and safety of the Hidalgo County community. And the Parties agreed for the UTRGV-School of Nursing to utilize County clinical facilities to advance clinical education for nursing and allied health students at the clinical facilities which provide essential public health services and to provide clinical support during public health exercises or emergent events;

WHEREAS, it has become necessary to clarify and modify certain provisions of the Interlocal Cooperation Agreement to better effectuate the public purpose of this Agreement;

WHEREAS, by execution of this Amendment, Parties desire to provide said clarification and modification as hereinafter provided;

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

1. Remove paragraph No. 4 and replace with the following:
 4. In the event of a needle-stick or other exposure to potential blood-borne pathogens, the student will have access to medical evaluation and post-exposure prophylaxis through University policies. Any medical care received by a student for a needle-stick or other exposure will not be at the County’s expense.

2. Remove paragraph No. 14 and replace with the following:

14. The parties understand and agree that a mass medical response under this Interlocal Cooperation Agreement will be related to Homeland Security as defined in Texas Government Code Section 421.001. As such, University, with any or all related administrators, instructors, professors, and/or fellows (trainees) and students; and County with any and all administrators, employees, officials and agents, shall 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 related to a Homeland Security Activity as defined in accordance with Texas Government Code Section 421.062.

3. Remove paragraph 15 and replace with the following:

15. For purposes of this Agreement and in accordance with Texas Government Code Section 421.001, "Homeland Security Activity" means any activity 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, extraordinary law enforcement emergency or a fire or medical emergency requiring resources beyond the capabilities of a local jurisdiction.

4. Remove paragraph 16 and replace with the following:

16. **Term and Termination.** This Agreement becomes effective as of the day and year first written above for a period of three (3) years, and may be renewed for a period of two (2) additional one (1) year terms by written amendment signed by both parties. Either party may cancel this Agreement without cause by giving thirty (30) day written notice to the other party; provided that all students currently enrolled in a clinical education program at the time notice of termination shall be given the opportunity to complete their program with the county, such completion not to exceed three (3) months.

5. Remove paragraph 21 and replace with the following:

21. **Indemnification.** To the extent authorized by the Constitution and the laws of the State of Texas, University shall indemnify and hold harmless Hidalgo County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Hidalgo County arising out of, resulting from, or connected with acts or omissions by University, its agents or employees, under this Agreement. Nothing in this paragraph shall be construed to waive the University's privileges and immunities under law.

6. Add the following two paragraphs as Numbers 33 and 34 respectively:
 33. **Independent Contractors.** Under no circumstances shall any employee or student of University be considered an agent or employee of COUNTY; they will be considered to be on the premises for the purpose of participating in the training program. COUNTY has no authority to dismiss University employees or students without University'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.
 34. **Governing 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. Parties hereby consents to personal jurisdiction in Hidalgo County, Texas.
7. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and City and County ratify and confirm the terms and provisions of the Agreement, as amended.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON _____, 2022.
Agenda Item No. _____ Executive Office: _____

**UNIVERSITY OF TEXAS
RIO GRANDE VALLEY**

COUNTY OF HIDALGO, TEXAS

DocuSigned by:
Janna Arney
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Dr. Janna Arney, Ph.D.
Executive Vice President and Provost

Hon. Richard F. Cortez, County Judge

DocuSigned by:
Christine Shupala
86717A445C944BE...

Dr. Christine Shupala, Associate Vice President
for Institutional Accreditation Program Development
and Analysis

Reviewed by UTRGV Legal 

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

ATTEST:

Robert Viña III, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(If Applicable)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

UTRGV Contract ID: ACADAFF-AFFIL-1208-2023