

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF HIDALGO AND VALLEY GRANDE INSTITUTE

THIS Agreement is made on this July 15, 2014, by and between **VALLEY GRANDE INSTITUTE**, hereinafter referred to as "VGI," and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as the "County," as follows:

WITNESSETH:

WHEREAS, VGI is a privately owned academic institute located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County is the recipient of a Public Health Preparedness and Response Grant funding from the Department of State Health Services to be used to upgrade local bioterrorism preparedness and response, outbreaks of infectious disease, and other public health threats and emergencies;

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 emergency, it may be necessary to immunize or treat a large number of people in the area served by the County Public Health Department;

WHEREAS, Mass Medical Readiness for public health response services can be exercised if necessary at the school facility; to include Drills, Table-Top Exercises, and/or Full Scale Exercises such as: Operation Lone Star.

NOW, THEREFORE, to establish and train appropriate volunteers to meet the needs of an emergency situation, VGI and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to provide Preparedness and Response training at no cost to VGI.
2. VGI agrees to participate in exercises and drills.
3. VGI agrees to provide County with staff and students for on-site emergency training operations to volunteer and assist with no expectancy of fiscal exchange.

4. This Agreement is not intended to extend liability of the Parties beyond that provided by law. Neither VGI nor County waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against any claims, including those from third parties.
5. Term. This agreement becomes effective when executed by both parties. Either party may cancel it by giving thirty (30) days notice to the other party; otherwise it remains in effect for five years and may be renewed for a period of five years by written amendment signed by both parties. Any notice or communication required or permitted shall be given in writing.

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

VALLEY GRANDE INSTITUTE

By: Betty Sims
Printed Name: Betty Sims
Title: School Director

HIDALGO COUNTY, TEXAS

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 11/15/14

APPROVED AS TO FORM:

Office of Criminal District Attorney
Rene Guerra

By: [Signature]
Michael L. Garza
Assistant District Attorney