

WHEREAS, during such public health clinical education and training, it may be necessary to immunize or treat a large number of people in the area served by the HCHHSD; and

WHEREAS, Mass Medical Readiness for public health response services can be exercised if necessary, with the support of the volunteers; to include Drills, Table-Top Exercises, and/or Full Scale Exercises such as: Operation Border Health Preparedness, South Texas All Hazards Conference; and

WHEREAS, the City and County acknowledge that this exchange of governmental functions or services results in an exchange that fairly compensates the performing parties for the services or functions performed under this Agreement; and

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, the City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The City, by and through RGVMRC, will provide volunteers in patient care training programs the opportunity to participate in on-site educational activities, clinical services, trainings, exercises, and drills which are conducive to the educational competency areas. Any such volunteers and/or City employees will not be considered employees or volunteers of the County.
2. The RGVMRC volunteers shall cooperate in the participation of observing and learning clinical documentation of all examinations, clinical procedures and other clinical services provided at County clinics and/or facilities in accordance with local regulations and bylaws. The ownership and right of control of all reports, records and supporting documents observed and/or prepared in connection with this will belong to Hidalgo County.
3. The County will work with the City to identify and develop a cohesive volunteer structure for the RGVMRC following the MRC core competencies.
4. The Health Insurance Portability and Accountability Act (HIPAA), Texas Medical Rights and Privacy Act, House Bill (HB) 300 and any other related confidentiality laws, regulations and provisions set rules and limitations on who can view and receive an individual's protected health information whether it is verbal, electronic, or written. All applicable confidentiality laws, regulations and provisions will be enforced at all times and RGVMRC will be subject to compliance at all times. Parties will execute and abide by a Business Associate Addendum (BAA) incorporated herein as an additional document for all purposes.
5. RGVMRC shall provide adequate parking and work space, shall take reasonable steps to ensure the safety of the volunteers during assignments.

6. The provisions of the Mass Medical Readiness portion of this Agreement shall go into effect upon declaration of an emergency, and only if the Director of the Health and Human Services Department or the Commissioner of Health of the Texas Department of State Health Services declare that a large-scale immunization or treatment is necessary as a control measure for an outbreak of a communicable disease.
7. 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.
8. County shall be responsible for the disposal of medical waste.
9. RGVMMC agrees to provide preparedness and response training at no cost.
10. City agrees to participate in exercises, drills, and emergencies.
11. The City agrees to grant the County Social Media accounts access, to further outreach in the community in regards to the RGVMMC.
12. In a non-emergency declaration, the City may support in the provision of medical services (injections, administer prophylaxis, provide medical care instructions) or non-medical services (assist with administrative duties such as registering patients, data entry, etc.). Just-In-Time training will be provided to the volunteers by the RGVMMC.
13. The City agrees to assist County with no expectancy of fiscal exchange and vice-versa.
14. The parties understand and agree that in the event of mass medical response, under this Interlocal Cooperation Agreement it will be related to Homeland Security, as it is defined in Local Government Code Section 421.001 and City with any or all related administrators, instructors, and/or fellows (trainees) and volunteers 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 Government Code Section 421.062.
15. For purposes of this Agreement and in accordance with Government Code Section 421.062, "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, or extraordinary law enforcement emergency.
16. **Term.** This Agreement becomes effective as of the day and year first written above for a period of five (5) years and may be renewed for a period of two (2) additional one (1) year terms by written amendment signed by both parties.

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 the City, its agents or employees, under this Agreement.

22. **Immunities.** Neither Hidalgo County nor the City of Weslaco, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that Hidalgo County and the City of Weslaco have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.
23. **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.
24. **Assignment.** This Agreement shall not be assignable.
25. **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.
26. **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.
27. **Authority to Execute.** The execution and performance of this Agreement by RGV College and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.
28. **Performance of Governmental Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
29. **Liabilities.** Each party to this agreement shall have no liability for the actions and omissions of an employee or volunteer for the other party, regardless of where the acts or omissions occurred. Each party is solely responsible for the actions and omissions of its own employees or volunteers, officers and agents. Liability, if any, shall be borne by each party in accordance with the applicable laws of the United States and of the State of Texas, subject to all defenses and immunities. These provisions are solely for the benefit of the parties to this agreement and not for the benefit of any person or entity not a party hereto, nor shall any provision herein be deemed a waiver of any defenses available by law. This Agreement is not intended to extend the liability of the Parties

beyond that provided by law. Neither the City 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.

30. **Additional Documents.** The Parties agree that they will abide by the Business Associate Addendum and 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.
31. **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 the City and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
32. **Commitment of Current Revenues.** 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 ninety (90) 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.
33. **Liability Insurance.** Each party will maintain general liability insurance and workers compensation insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees and volunteers, with each party being responsible for coverage of its employees and volunteers.
34. **No Agency Relationship.** Neither party is a volunteer, employee, agent, partner, or joint venture of the other. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Agreement.
35. **Financial Responsibility.** Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this Agreement.
36. **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.
37. **Termination.** Either party may terminate this Agreement by providing thirty (30) days written notice of termination to the other party. County may terminate this Agreement for cause, default, or negligence on the City's part at any time without thirty (30) days advance written notice. County may, at its option, allow the City a reasonable time to cure the default before termination.

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

CITY OF WESLACO

By: [Signature]
David Suarez, Mayor wcc
7/03/23

ATTEST:

By: [Signature]
Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

By: [Signature]
Juan E. Gonzalez, City Attorney

APPROVED BY COMMISSIONERS' COURT ON 8/8/23.
Agenda Item No. 91847

HIDALGO COUNTY, TEXAS

By: [Signature]
Richard Cortez, County Judge

ATTEST:

By: [Signature]
Arturo Guajardo, Jr., Hidalgo County Clerk



APPROVED BY
COMMISSIONERS COURT
ON: 8/8/23

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By: [Signature]
Robert Viña, III, Assistant District Attorney