

Memorandum of Understanding
Between Webb County and the City of Laredo

RECITALS

This Memorandum of Understanding, (herein after referred to as the “Agreement”), is made and entered into by and between Webb County, a political subdivision of the State of Texas, acting by and through its County Judge, as authorized by its Commissioners Court, (hereinafter referred to as “Webb County”), and the City of Laredo, (hereinafter referred to as “City of Laredo”) a municipal corporation of the State of Texas, acting through its City Council which provides healthcare services through its City of Laredo Health Department, (hereinafter referred to as “Health Department”).

WHEREAS, Webb County is seeking providers interested in providing health services; and

WHEREAS, City of Laredo Health Department is interested in providing health services; and

WHEREAS, the parties are political subdivisions of the State of Texas and are authorized to enter into an agreement for such services pursuant to Chapter 791 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual agreements, promises, and covenants herein contained, the parties agree as follows:

I.

Responsibilities

City of Laredo Agrees to Utilize its Health Department to:

1. Provide Health Care at:

- La Presa Community Center at: 1983 Mangana Hein Rd. Laredo, Texas 78046.
- Rio Bravo Community Center at: 1600 Orquidia Lane, Laredo, Texas 78046.

- EL Cenizo Community Center at: 3519 Cecilia Ln, El Cenizo, Texas 78046.
 - E.J. Salinas Community Center at: 917 North Main St. Mirando, Texas 78369.
2. Refer patients to City of Laredo Health Department as needed.
 3. Provide mental health screenings and primary health care checkups to the target population.
 4. Follow-up with City of Laredo Health Department community mental health program.
 5. Schedule visits at least once a month.
 6. To maintain close communication with Community Centers staff to coordinate engagement strategies and procedures that can enhance the possibilities of the target population to continue their medical treatment.
 7. City of Laredo shall be responsible for any medical documentation or digital records that are collected, preserved or maintained for any services rendered by the Health Department to their patients.
 8. Arrange for Health Department personnel to provide services at the center.
 9. Shall place non-Biohazard trash in designated trash bins for pickup and disposal.
 10. Shall dispose of medical waste as required by law.

*all services are subject to program enrollment and benefits that are available and/or provided by the Health Department.

Webb County Agrees:

1. Allow the City of Laredo Travel Health Care Team to regularly use the medical room at each community center:
 - La Presa Community Center at: 1983 Mangana Hein Rd. Laredo, Texas 78046.
 - Rio Bravo Community Center at: 1600 Orquidia Lane, Laredo, Texas 78046.

- EL Cenizo Community Center at: 3519 Cecilia Ln, El Cenizo, Texas 78046.
 - E.J. Salinas Community Center at: 917 North Main St. Mirando, Texas 78369.
2. To provide a medical room that is approximately 10.0 ft. X 10.5 ft. at each community center.
 3. To provide office space that is approximately 10.9 ft. X 10.5 ft. at each community center.
 4. To provide access to a computer, printer, and telephone line at the respective community center.
 5. To provide access to restrooms and breakrooms that are already at the community centers.
 6. To maintain close communications with City of Laredo Health Department personnel to coordinate engagement strategies and procedures that can enhance the possibilities of individuals to continue a healthy lifestyle.

II.

Terms

1. Term. The term of this Agreement shall begin January 11, 2022 and end October 1, 2022. This Agreement will automatically renew on the 1st of October every year thereafter. Either party may terminate this agreement without cause with 30 days written notice.
2. Consideration. The City of Laredo and Webb County Agree that Webb County shall provide the space to perform a public health services by the City of Laredo and it is agreed that such space made available by Webb County is valued at \$.25 a square foot per hour.
3. Insurance. In order to protect Webb County and the City of Laredo, each entity shall maintain a policy of liability insurance in an amount of two million dollars (\$2,000,000) and vehicle liability insurance in an amount of one million dollars (\$1,000,000).

*The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following-form. Each governmental entity may maintain a reasonable and customary deductible for such coverage.

4. Non Appropriations. Webb County cannot warrant that funds will be available to pay for the expenses that it will incur in keeping each community center open through the end of the current and/or any future fiscal period, but shall use the County's budgetary process to obtain funds to pay all expenses in and through the end of this year's term or any future term including any renewal term. If our appropriations request to our Commissioners Court for funds is unable to pay for expenses that are created by this Agreement or is denied then this agreement may terminate on the last day of the fiscal period for which funds are available and have already been appropriated.
5. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
6. Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
7. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
8. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.
9. Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

Notice shall be sent to the addresses below:

Webb County Attention: Webb County Judge Re: Webb County/City of Laredo MOU Health Department. 1000 Houston St. 3 rd Fl Laredo, Texas 78040	
---	--

10. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
11. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
12. Confidentiality. Any confidential information provided to or developed by the Health Department in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior written approval of the patient.
13. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
14. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

15. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
16. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
17. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.
18. Immunity. Both the City of Laredo and Webb County reserve their immunity or defenses on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and any performance of the functions and obligations described herein.
19. Legal Compliance. The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.
20. Force Majeure. Neither party shall be deemed in violation of this Agreement unless it is prevented by performing any of the obligations hereunder by reasons of strikes, boycotts, labor disputes, embargoes, epidemic, pandemic, act of God, acts of a public enemy, acts of superior governmental authority, riots, rebellions, sabotage, or other circumstances for which it's not responsible or which it's not within its control.

21. Discrimination. No one will, on the grounds of race, creed, color, national origin, disability, age, sexual orientation or gender be subject to discrimination in the performance of this agreement.

22. Medical Waste/Bio-Hazard Waste. Webb County shall not be responsible for the collection nor disposal of medical waste/bio-hazard waste that is generated or as a result of the services provided by the Health Department.

In witness whereof, this Agreement has been executed by the authorized representatives on the _____ day of _____, 2022.

[SIGNATURE PAGE FOLLOWS]

WEBB COUNTY

CITY OF LAREDO

Tano E. Tijerina
Webb County Judge

City Manager for the City of Laredo

ATTESTED:

ATTESTED:

Margie Ramirez-Ibarra
Webb County Clerk

City of Laredo Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jorge L. Treviño
Assistant General Counsel
Civil Legal Division
*The General Counsel, Civil Legal Division’s
Office may only advise or approve contracts or
legal documents on behalf of its clients. It may
not advise or approve a contract or legal
document on behalf of other parties. Our
review of this document was conducted solely
from the legal perspective of our client. Our
approval of this document was offered solely
for the benefit of our client. Other parties
should not rely on this approval, and should
seek review and approval of their own
respective attorney(s).*

City Attorney for the City of Laredo

Passed and approved by the Webb County
Commissioners Court
On _____, 202__; item _____

