

Memorandum of Agreement

This MOU is entered into by and between the CITY OF LAREDO, TEXAS, a municipal corporation, acting by and through its City Manager (hereinafter referred to as "City"), and the Webb County Commissioners Court through the County Judge (hereinafter referred to as "County"), pursuant to the City's authority to provide public health emergency response as outlined in the Mutual Aid Agreement of the Texas Emergency Medical Task Force (EMTF) and the Texas Department of State Health Services (DSHS) Public Health Preparedness Zika Virus response contract to assist with emergency and medical equipment and/or personnel in response to a public health emergency as approved by the City Council on April 17, 2017.

Section 1: SCOPE OF SERVICES

As per the state Zika contract the City of Laredo Health Department (CLHD) can provide limited prevention and vector control support during this heightened alert on Zika prevention as per contract 537-18-0346-00001 Public Health Preparedness and Response Cooperative Agreement (PHPR) and the Epidemiology and Laboratory Capacity for Infectious Disease program.

Section 2: PERFORMANCE STANDARDS

City of Laredo through the Health Department:

- A. Can provide support for planning and response to Zika.
- B. Based on funding approved can provide some support for mosquito control activities (supplies and equipment) and surveillance.
- C. The CLHD will conduct assessments and inspection of the areas under threat to provide guidance on activities to support prevention.
- D. All equipment and supplies that are not expendable (traps, spraying materials and vehicles for this actions if loaned) must be returned to CLHD to maintain the regional response to other alerts and emergencies.
- E. Will conduct surveillance, education, and training for human and vector control response.

County of Webb agrees to:

- A. Receive, store and upkeep the temporary use of any potential equipment and supplies
- B. Record keeping as necessary and submit mosquito specimens to DSHS or bring traps to CLHD weekly.
- C. Provide security for equipment and supplies.
- D. Accepts all responsibility for any damage while the unit is deployed to the County for the incident/emergency.
- E. Ensure Pesticide applicator is currently licensed.
- F. Advise the public of actions being taken in coordination with CLHD
- G. Conduct enhanced solid waste management and reduction actions to reduce mosquito breeding (get rid of standing water, clean yards, and cut grass, pick up tires).

Section 3: TERM

This MOU is for a term of one year (for the state of the emergency) and may be renewed an additional year pending funding availability.

Section 4: RIGHT OF TERMINATION

Both parties have the right to terminate this MOU with due cause, at any time, upon providing notice to each party

Section 5: NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

Tano Tijerina
Webb County Judge
1000 Houston Street
Laredo, TX 78040

Hector F. Gonzalez, M.D., M.P.H.
Director
City of Laredo Health Department
2600 Cedar Avenue
Laredo, TX 78040

SIGNED, accepted, and agreed to this 31 day of May, 2017, by the undersigned parties, executed in duplicate by authorized representatives.

CITY OF LAREDO

By: [Signature] 5/30/17
Date
Horacio de Leon
Acting City Manager

WEBB COUNTY

By: [Signature]
Date
Tano Tijerina
Webb County Judge

RECOMMENDED

By: [Signature] 5-25-17
Date
Hector F. Gonzalez, M.D., M.P.H.
Director of Health

APPROVED AS TO FORM

Kristina L. Hale
Acting City Attorney

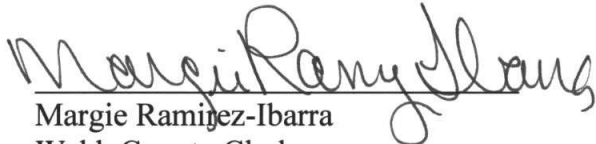
By: [Signature] 5/30/17
Date
Cristian Rosas-Grillet
Assistant City Attorney



ATTESTED

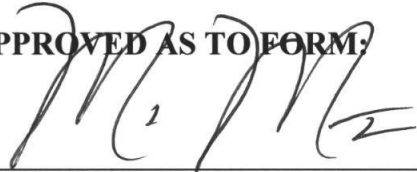
By: [Signature] 5/31/17
Date
For Heberto L. Ramirez
Acting City Secretary
Karinza Elizondo

ATTESTED:


Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:


Marco A. Montemayor
Webb County Attorney

*By law, the county attorney'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).

Passed and approved by the Webb County Commissioners Court
On June 26, 2017; item no. 47.