

STATE OF TEXAS

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COUNTY OF NUECES

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**MUTUAL AID/INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF NUECES, TEXAS
AND
NUECES COUNTY HOSPITAL DISTRICT**

THIS Agreement is made on and entered into effective as of the _____ day of November, 2021, by and between **COUNTY OF NUECES, TEXAS**, hereinafter referred to as ("County"), and **NUECES COUNTY HOSPITAL DISTRICT** hereinafter referred to as ("Hospital District"), collectively referred to as "Parties" and pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the Hospital District is a "special district" defined as a "Local Government" under the Interlocal Cooperation Act, and a political subdivision organized under the laws of the State of Texas, within the boundary of Nueces County; and

WHEREAS, the County and Hospital District and their respective constituents have been affected by the COVID- 19/Coronavirus public health emergency and the resulting Federal, State and Local disaster declarations and executive orders regarding the same; and

WHEREAS, a civil emergency continues to exist in Texas and Nueces County related to the COVID-19 pandemic; and

WHEREAS, the COVID-19 pandemic and the Emergency nature of the incident has caused the County to seek the aid of the Hospital District with COVID-19 related matters for the residents of Nueces County; and

WHEREAS, the County requested financial assistance and contribution from the Hospital District in entering into an agreement with Accenture, L.L.P and Texas Health Institute to provide data to identify, operationalize and monitor key measures for community health equity and COVID-19 resilience within Nueces County.

WHEREAS, the County will reimburse the Hospital District for all financial assistance and contribution made by the Hospital District to Accenture LLP and Texas Health Institute for their services in providing data at identify, operationalize and monitor key measures for community health equity and Covid-19 resilience within Nueces County.

WHEREAS, the County and the Hospital District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the Interlocal Cooperation Act; and

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

SECTION I PURPOSE OF AGREEMENT

The purpose of the Agreement is for the Hospital District to provide financial assistance to the County by contracting with Accenture LLP and Texas Health Institute for services to identify,

operationalize and monitor key measures for community health equity and COVID-19 resilience within Nueces County.

SECTION II DUTIES OF THE COUNTY

The County agrees to utilize the information derived by Accenture LLP and Texas Health Institute in its efforts to effectively address the COVID-19 pandemic, identify social determinants of health, and identify opportunities for health equity in the County.

The County agrees to promptly remit payment to Hospital District, upon receipt of an invoice(s) from Hospital District for funds remitted by Hospital District to Accenture LLP and Texas Health Institute for their services.

SECTION III DUTIES OF THE HOSPITAL DISTRICT

The Hospital District agrees to pay Accenture LLP \$385,000 and Texas Health Institute \$118, 127 not to exceed \$503,127 for services in providing data to identify, operationalize and monitor key measures for community health equity and COVID-19 resilience within Nueces County.

Upon payment by the Hospital District to Accenture LLP and Texas Health Institute, Hospital District will invoice County for the funds remitted to Accenture LLP and Texas Health Institute for their services.

SECTION IV. NO WAIVER OF GOVERNMENTAL IMMUNITY

The County and the Hospital District agree that nothing contained in this Agreement shall constitute a waiver of any sovereign governmental immunity available to either the County or the

Hospital District under Texas law, or the waiver of any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. Neither party shall incur any debts or obligations on the credit of the other party.

**SECTION V.
NO THIRD-PARTY BENEFICIARIES.**

No provision of this Agreement is intended or may be construed to confer upon or give to any person or entity other than the signatories to this Agreement any rights, remedies or other benefits under or by reason of this Agreement.

**SECTION VI.
VENUE**

Venue to enforce this Agreement shall lie exclusively in Nueces County, Texas.

**SECTION VII
NOTICE**

Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be personally delivered against a written receipt, or sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:

To County:
County of Nueces
Attn: County Judge
901 Leopard Street, Room 303
Corpus Christi, Texas 78401

To Hospital District:
Nueces County Hospital District
Attn: Administrator/CEO
555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401

SECTION VIII NONDISCRIMINATION

The parties to this Agreement shall not discriminate on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation.

SECTION IX COMPLIANCE

Hospital District agrees to comply with all applicable Federal, State, Local, and County laws, rules, regulations, executive orders, policies, procedures, requirements and directives during the performance of this Agreement including the Required Contract Provisions identified in Exhibit "A" hereto attached and hereby incorporated.

SECTION X ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the Hospital District hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by mutual agreement of County and Hospital District in writing and executed by both County and Hospital District, and not otherwise.

SECTION XI SEVERABILITY

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

**SECTION XII
DEFAULT/WAIVER/MITIGATION**

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

**SECTION XIII
APPROVAL**

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of Nueces and the Hospital District in the manner provided by law.

NUECES COUNTY

NUECES COUNTY HOSPITAL DISTRICT

By: _____

Name: Barbara Canales

Title: Nueces County Judge

Date: _____

By: _____

Name: Jonny F. Hipp

Title: Administrator/CEO

Date: _____

ATTEST:

By: _____

Kara Sands
Nueces County Clerk

Exhibit "A"
Required Contract Provisions

Hospital District agrees to comply with all applicable Federal, State, Local, and County laws, rules, regulations, executive orders, policies, procedures, requirements, and directives, including, but not limited to, the following Required Contract Provisions:

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the Agreement, Hospital District agrees as follows:

1. Hospital District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Hospital District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Hospital District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Hospital District will, in all solicitations or advertisements for employees placed by or on behalf of Hospital District, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Hospital District will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Hospital District's legal duty to furnish information.
4. Hospital District will send to each labor union or representative of workers with which Hospital District has a collective bargaining agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of Hospital District's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Hospital District will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. Hospital District will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Hospital District's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Hospital District may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Hospital District will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Hospital District will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Hospital District may request the United States to enter into such litigation to protect the interests of the United States.

DAVIS-BACON ACT

During the performance of this Agreement, Hospital District agrees as follows:

- a. All transactions regarding this Supplemental Agreement No 1 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Manager shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

COPELAND ANTI-KICKBACK ACT

During the performance of this Agreement , Hospital District agrees as follows:

1. Hospital District shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement .
2. Hospital District or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

During the performance of this Agreement, Hospital District agrees as follows:

1. No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. In the event of any violation of the clause set forth in paragraph (b)(1) of this section Hospital District and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Hospital District or subcontractor, if any, under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. Hospital District or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

During the performance of this Agreement , Hospital District agrees as follows:

1. Hospital District agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Hospital District agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Hospital District agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

During the performance of this Agreement, Hospital District agrees as follows:

1. Hospital District agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Hospital District agrees to report each violation to County and understands and agrees that Nueces County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Hospital District agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

During the performance of this Agreement, Hospital District agrees as follows:

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Hospital District is required to verify that none of Hospital District's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Hospital District must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by County. If it is later determined that Hospital District did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

BYRD ANTI-LOBBYING AMENDMENT (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended))

During the performance of this Agreement, Hospital District agrees as follows:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

During the performance of this Agreement, Hospital District agrees as follows:

1. In the performance of this Agreement, Hospital District shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquire-
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. Hospital District also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ACCESS TO RECORDS

1. Hospital District agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. Hospital District agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. Hospital District agrees to provide the FEMA Administrator or U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 23 of 25
www.fema.gov/procurement-disaster-assistance-team To Table of Contents his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

Hospital District shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement, Hospital District will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement .

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Hospital District acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.