

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF HIDALGO
AND THE SOUTH TEXAS CHAPTER OF
THE AMERICAN RED CROSS**

This Memorandum of Understanding is made on this the _____ day of _____, 2011 by and between **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as “HIDALGO COUNTY” and the **SOUTH TEXAS CHAPTER OF THE AMERICAN REDCROSS**, hereinafter referred to as the “Red Cross,” as follows:

WITNESSETH:

WHEREAS, HIDALGO COUNTY, a political subdivision located within the state of Texas and the Red Cross desire to create this Memorandum of Understanding (MOU) for the performance of emergency management functions and/or services required or authorized by the Department of Homeland Security, or the laws of the State of Texas, under the terms and conditions prescribed in this MOU; and

WHEREAS, the functions and/or services contemplated to be performed as set out herein, are functions and/or services which each of the parties hereto have independent authority to perform as set out herein, are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this MOU; and

WHEREAS, both HIDALGO COUNTY and the Red Cross named herein are desirous of entering into this MOU.

NOW, THEREFORE, HIDALGO COUNTY and the Red Cross, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. When requested by an authorized representative of HIDALGO COUNTY, The Red Cross will use its best efforts to provide the following services for disaster victims:
 - Activate and operate temporary shelters and register people using such shelters;
 - Activate and operate mass feeding facilities at a fixed site or sites;
 - Activate and operate a mobile feeding facility;
 - Provide replacement clothing
 - Provide crisis counseling; and
 - Provide assistance in home cleanup (Cleanup Kits)

2. **HIDALGO COUNTY** will use its best efforts to:

- When possible, provide advance warning to the Red Cross of the possible need for shelter and mass care operations so that the Red Cross may mobilize its resources;
- Provide security for shelter and mass care facilities;
- Provide fire inspections for shelter and mass care facilities;
- Provide traffic control in the vicinity of shelter and mass care facilities;
- Provide information to disaster victims through the media on what they should bring and should not bring to the shelter and mass care facilities;
- Coordinate with State and Federal Agencies to obtain supplementary food supplies, if required;
- To the extent possible, ensure utilities are operable at shelter and mass care facilities;
- Provide updated information on the emergency situation to shelter managers to be passed on to shelter occupants; and
- Invite volunteer and charitable organizations to participate in periodic emergency exercises to test plans, procedures, and coordination.

3. For purposes of this MOU, “disaster” shall mean the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in the Texas Gov’t Code, Section 418.004), acts of terrorism, and other public calamity requiring emergency action.

4. **Duration of MOU:** The term of this MOU is a minimum one (1) year from the date of the initial agreement, subsequent terms may be longer with the concurrence of all parties.

5. **Termination of MOU:** Any party may unilaterally withdraw at any time from this MOU by transmitting a signed statement to the effect to the other parties. This MOU and the partnership created thereby shall be considered terminated thirty (30) days from the date the non-withdrawing party actually receives the notice of withdrawal from the withdrawing party.

6. **Primary Contacts:** The parties intend that the services under this MOU shall be carried out in the most efficient manner possible. To that end, the parties intend to designate individuals that will serve as primary contacts between the parties. The parties intend that, to the maximum extent possible and unless otherwise approved by the other party, all significant communications between the parties shall be made through the primary contacts or their designees. The designated primary contacts for each party are:

FOR HIDALGO COUNTY

HIDALGO COUNTY
ATTN: Ramon Garcia, Judge
1615 S. Closner, Ste. J
Edinburg, TX 78539

AMERICAN RED CROSS

South Texas Chapter
Attn: Director of Emergency Services
P.O. Box 2202
Harlingen, TX 78551-2202

- 7. **Capacity to Enter into Agreement:** The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.
- 8. **Commitment of Current Revenues Only.** 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 upon ninety (90) days written notice to the other party. Each of the parties 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 hereto pursuant to the provisions of Tex.Loc.Govt.Code Ann.Sec. 271.903.

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

SOUTH TEXAS CHAPTER OF THE RED CROSS

Michael A. Huckabee Executive Director

ATTEST:

Sasha L. Cruz Director of Emergency Services

COUNTY OF HIDALGO

Ramon Garcia, Hidalgo County Judge

ATTEST:

Arturo Guajardo
Hidalgo County Clerk