

**MEMORANDUM OF UNDERSTANDING
BETWEEN HIDALGO COUNTY WIC PROGRAM AND HIDALGO COUNTY
FOR HOUSING OF THE HIDALGO COUNTY WIC PROGRAM
AT THE EDINBURG PUBLIC HEALTH CLINIC**

This MOU is hereby entered into by and between Hidalgo County, a political subdivision (hereinafter called the "County"), and the Hidalgo County WIC Program (hereinafter called "WIC").

WHEREAS, County owns that certain facility located at 3105 E. Richardson, Edinburg, Texas known as the Edinburg Public Health Clinic (the "Clinic");

WHEREAS, WIC has occupied approximately 3725 square feet of space of the Clinic (the "WIC space"); and

WHEREAS, WIC desires to utilize certain moneys, for improvement of the WIC space; and

WHEREAS, the State of Texas requires an acknowledgment by the County that WIC has not and will be charged rental for use of the WIC space.

NOW, THEREFORE, in consideration of the covenants, and conditions and provisions set forth herein, the parties hereto agree as follows:

1. County grants to WIC the use of the WIC space rent free for so long as WIC provides services in accordance with the laws and regulations governing the WIC Program.
2. **Amendment.** No amendment, modification or alteration of the of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.
3. **SEVERABILITY.** If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intent of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
4. **NON-DISCRIMINATION.** Any discrimination by either party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this Agreement is prohibited.

5. **NO PARTNERSHIP.** This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.
6. **NOTICES.** Notices to the parties hereto required or appropriate under this Agreement shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

To: County
Hidalgo County
1615 S. Closner
Suite J
Edinburg, Texas 78539

To: WIC
Health & WIC Clinic
3105 E. Richardson
Edinburg, Texas 78539

7. **TEXAS LAW TO APPLY. 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.**
8. **FORCE MAJEURE.** Neither party to this Agreement shall be required to perform any term, condition, or covenant in this Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this Agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. If by reason or force majeure, either party is prevented from full performance of its obligations under this Agreement, written notice shall be provided to the other party within three days.
9. **CAPTIONS.** The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.
10. **AUTHORITY.** The signatories to this Agreement hereby represent and warrant that they have authority to execute this Agreement on behalf of each of their respective entities.
11. **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, then any party may terminate this Agreement upon sixty (60) 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 hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

12. **IN WITNESS THEREOF**, the parties have duly approved this Memorandum Of Understanding in duplicate originals on this ____ day of _____, 2012.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

HIDALGO COUNTY CLERK

Arturo Guarjardo, Jr.

HIDALGO COUNTY HEALTH & WIC CLINIC

By: _____

Its: _____