

STATE OF TEXAS §

COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HIDALGO
AND
THE HIDALGO COUNTY HIDTA TASK FORCE**

This Agreement is entered into by the **HIDALGO COUNTY HIDTA TASK FORCE** (“**HIDTA**”) hereinafter referred to as “**HIDTA**” and the **COUNTY OF HIDALGO** (“**COUNTY**”) hereinafter referred to as “**COUNTY**” for the purpose of the reimbursement of electricity, water, sewer, and garbage services (“utility services”), incurred by **HIDTA**.

WHEREAS, HIDTA, located at 3100 South Closner, Foxtrot Building, Edinburg, Texas (the **Building**) and the **COUNTY** share the same physical location source, and **HIDTA** occupies four thousand three hundred and sixteen square feet (4,316 sq. ft.) out of the sixteen thousand nine hundred eight-two sq. ft. (16,982 sq. ft.) total powered area; and

WHEREAS, HIDTA occupies approximately twenty five percent (25%) of the physical location and utilizes approximately twenty five (25%) of the utility services and not be a financial burden on the **COUNTY**.

NOW, THEREFORE, HIDTA and the **COUNTY**, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **COUNTY** agrees to provide utility services to the **Building** as further described in this Agreement.
2. **HIDTA** will reimburse twenty-five percent (25%) of the monthly utility services incurred by the **COUNTY** (for the physical location **HIDTA** shares with County):
3. **HIDTA** agrees to be solely responsible to **COUNTY** twenty-five percent (25%) of the monthly utility services incurred by the **COUNTY** (for the physical location **HIDTA** shares with County):
4. **HIDTA** agrees to reimburse **COUNTY** within the thirty (30) days of receipt of the invoice from **COUNTY**.

5. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law), present or future law, ordinance or administrative, executive, or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement. The Agreement shall be modified only to the extent necessary to conform to the applicable law bringing them within the legal requirements and only during the time such conflicts exists.
6. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
7. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement, in writing, executed by **COUNTY** and **HIDTA**, and not otherwise.
8. **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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
9. **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 (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **HIDTA:** Jose V. Delgado, Commander
Hidalgo County HIDTA Task Force
P.O. Box 5719
McAllen, Texas 78502

If to **COUNTY:** County of Hidalgo
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

With copy to: Ricardo Rodriguez, Jr.

Hidalgo County Criminal District Attorney
100 N. Closner
Edinburg, Texas 78539

Each notice demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or if mailed, at such time as it is deposited in the United States mail.


10. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
11. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances, or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
12. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
13. **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 thirty (30) 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 provision of Tex. Loc. Govt. Code Ann. 271.903.
14. **Severability.** Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

WHEREAS, the life of this agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

COUNTY OF HIDALGO:

Ramon Garcia, Hidalgo County Judge, _____ Date

HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE:



Ricardo Rodriguez, Criminal District Attorney _____ Date
10/23/15

ATTEST:

Arturo Guajardo, Jr. Hidalgo County Clerk _____ Date

APPROVED AS TO FORM

Ricardo Rodriguez, Jr.
Hidalgo County Criminal District Attorney's Office

By:  _____ Date: 10/23/15
Victor M. Garza, Assistant District Attorney