

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF HIDALGO AND  
TEXAS A&M AGRILIFE EXTENSION SERVICE**

**STATE OF TEXAS** §

**COUNTY OF HIDALGO** §

This Memorandum of Understanding ("MOU") is entered into between Texas A&M AgriLife Extension Service ("AgriLife"), a member of The Texas A&M University System ("TAMU"), an agency of the State of Texas, and Hidalgo County ("County") by and through Precinct #3, a political subdivision of the State of Texas and is effective from the date of execution by both parties.

**WITNESSETH**

**WHEREAS**, the County and AgriLife have historically worked collaboratively to facilitate, provide outreach and resource development to the residents of Hidalgo County; and

**WHEREAS**, County is the owner/operator of a multi-purpose park, commonly known as Katrina Park (South), located in Penitas, Texas, which serves as a community resource to help improve the health and well-being of the residents of Hidalgo County; and

**WHEREAS**, AgriLife has implemented the Hidalgo County Working on Wellness ("Hidalgo WOW") project and now seeks to enter into this MOU with County to promote and implement environmental changes that will result in increased access to physical activity through the installation of amenities at Katrina Park (South); and

**WHEREAS**, AgriLife has identified Hidalgo County to have a public health concern regarding obesity and through the Hidalgo WOW project will work with the community to improve access to healthy foods and physical activity;

**NOW THEREFORE**, County and AgriLife in consideration of the promises and mutual obligations herein agree to the terms, conditions and covenants set forth as follows:

**OBJECTIVES AND GOALS**

AgriLife and County intend to enter into a cooperative collaboration in order to promote and implement changes that result in an increased access to physical activity through the installation of environmental improvements at Katrina Park (South).

**SECTION ONE  
AGRILIFE RESPONSIBILITIES**

- 1.1 AgriLife has or will coordinate with County and the community to determine what services and/or project proposals are mutually agreeable to both parties to further the goals and objectives of this collaborative agreement.

- 1.2 AgriLife, through its Hidalgo WOW project, will use reasonable efforts to provide equipment, materials, and supplies (collectively "Equipment") for improvement of the Katrina Park (South) as outlined in the attached Scope of Work. See Appendix "A".
- 1.3 In accordance with the Scope of Work and as further detailed therein, AgriLife will:
  - a. Be responsible for selecting all of the Equipment (with County input) in accordance with the budget specified in Appendix "A";
  - b. Order the Equipment through its State Extension Office and deliver the same to the County (at Katrina Park (South) or other agreed upon delivery point);
  - c. Provide technical assistance regarding the Equipment as described; and
  - d. Coordinate and cooperate with County as mutually agreed.
- 1.4 To the extent allowed by Hidalgo WOW, AgriLife will fund the cost and delivery of the Equipment up to \$24,100, in accordance with the budget specified in the attached Scope of Work. See Appendix "A".

## **SECTION TWO COUNTY'S RESPONSIBILITIES**

- 2.1 County agrees to make Katrina Park (South) available, subject to scheduling and compliance with the laws for the State of Texas.
- 2.2 In accordance with the Scope of Work and as further detailed therein, County will:
  - a. Receive delivery of the Equipment from AgriLife at Katrina Park (South) or other agreed upon delivery point;
  - b. Arrange for the installation of the Equipment as outlined in Appendix "A";
  - c. Participate in receiving technical assistance from AgriLife regarding the Equipment as described; and
  - d. Coordinate and cooperate with AgriLife as mutually agreed.
- 2.3 Upon delivery by AgriLife onto County property, Equipment will become property of the County subject to any and all applicable Federal and State laws, regulations and/or County policy and procedures regarding installation, maintenance, operation and supervision of Equipment.
- 2.4 County shall comply with all applicable Consumer Product Safety Commission safety guidelines in installing and maintaining the Equipment. Texas Health & Safety Code Sec. 756.061 requires substantial compliance with the CPSC guidelines for the purchase and installation of new playground equipment and surfacing beginning on September 1, 1997 if public funds are used.

## **SECTION THREE AGREEMENTS BETWEEN AGRILIFE AND COUNTY**

- 3.1 Nothing in this MOU is intended and AgriLife and County do not hereby waive, release or relinquish any right to assert any of the defenses AgriLife or County may enjoy by virtue of

the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to AgriLife or County as to any claim or action of any person, entity, or individual against AgriLife or County.

- 3.2 For the purposes of this MOU and all services to be provided hereunder, the parties shall be, and shall be deemed to be Independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.
- 3.3 All notices or communications to either party by the other will be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein:

FOR COUNTY OF HIDALGO:	FOR TEXAS A&M AGRILIFE EXTENSION SERVICE:
County of Hidalgo Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758	Texas A&M AgriLife Extension Attention: Stephen Schulze 2147 TAMU College Station, TX 77843-2147
<i>With copy to:</i> Hidalgo County Commissioner Pct.3 Attention: Joe Flores, Commissioner 724 Breyfogle Rd. Mission, Texas 78574	<i>With copy to:</i> Texas A&M AgriLife Extension Attention: Andrea Valdez 410 N. 13 <sup>th</sup> Ave. Edinburg, Texas 78541

- 3.4. The failure of either party at any time to require performance by the other party of any provision of this MOU will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. If any provision of this MOU is held to be invalid, illegal or unenforceable, then such provision will be severed and will not affect the remainder of this MOU.
- 3.5 This MOU shall be in effect for one (1) year after date of last signature ("Term"). At the conclusion of the Term, or the deadline to install Equipment, this MOU may be extended by mutual written agreement of the parties if the Scope of Work has not been completed.
- 3.6 **Conflict of Applicable Law.** Nothing in this MOU shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this MOU and any 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 MOU shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

- 3.7 **Entire Agreement.** This MOU contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with the subject of this MOU not specifically set forth herein. This MOU may be modified or amended only by agreement in writing executed by AgriLife and County, and not otherwise.
- 3.8 **TEXAS LAW TO APPLY.** THIS MOU SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.
- 3.9 **Successors.** This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this MOU.
- 3.10 **Assignment.** This MOU shall not be assignable by either party without the express written consent of the other party.
- 3.11 **Headings.** The headings and captions contained in this MOU are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- 3.12 **Gender and Number.** All pronouns used in this MOU shall include the other gender, whether used in the masculine, feminine or neutral gender, and singular shall include the plural whenever and often as may be appropriate.
- 3.13 **Authority to Execute.** The execution and performance of this MOU by AgriLife and County have been duly authorized by all necessary laws, resolutions or agency policy, and this MOU constitutes the valid and enforceable obligations of AgriLife and County in accordance with its terms.
- 3.14 **Governmental Purpose.** Each party hereto is entering into this MOU for the purpose of providing for governmental service or functions or services or functions consistent with a federal grant award and will pay for such services out of current revenues available to the paying party as herein provided. No funding will be provided by either party to the other under this MOU.
- 3.15 **Termination.** This MOU, may be terminated for convenience by either party upon thirty (30) days written notice to the other party. In the event that County terminates this Agreement after some or all of the Equipment has been purchased by AgriLife, then County agrees to receive delivery of the same should AgriLife require delivery.
- 3.16 **Non-Discrimination.** The parties agree that services and/or project proposals mutually agreed to shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable County or AgriLife policy, State or Federal law, including without limitation, race, color, national origin, religion, sex, age, veteran, status, or disability.

**WITNESS THE HANDS OF THE PARTIES**

**COUNTY OF HIDALGO**

**TEXAS A&M AGRILIFE EXTENSION SERVICE**

By: \_\_\_\_\_  
Ramon Garcia, County Judge                      Date

By: \_\_\_\_\_  
Stephen Schulze,                                      Date  
Asst. Vice Chancellor for Administration  
Texas A&M AgriLife

Attest: \_\_\_\_\_  
Arturo Guajardo Jr., County Clerk              Date

**APPROVED AS TO FORM:**

**Office of Criminal District Attorney,  
Ricardo Rodriguez, Jr.**

By: \_\_\_\_\_  
Josephine Ramirez Solis  
Assistant District  
Attorney Civil Litigation  
Division

**APPROVED BY COMMISSIONERS COURT: \_\_\_\_\_, 2018**

## APPENDIX A – SCOPE OF WORK

Based on the CDC timeline and spending approvals here are planned projects to improve increased access to physical activity opportunities at Katrina Park. All installation projects, safety reviews and corrections, if required, need to be completed by June 1, 2018.

### **Benches (\$5,000 budget including freight/delivery)**

- Grant will support purchase and freight/delivery cost for benches (with County input) and provide technical assistance thru AgriLife Extension Parks Operation Extension Assistant, Jay Daniel, in number of benches, selection of bench type and placement of benches throughout Katrina Park (utilizing best practices). Benches will be ordered in two rounds and will not exceed combined \$5,000 (including cost and freight) and all benches will be installed no later than June 1, 2018.
  - Round 1- Benches to be placed on interior of park (away from walking path) will be ordered by State Extension office based on AgriLife Extension Parks Operation Extension Assistant, Jay Daniel and County Pct. 3 designate agreement of Katrina Park Bench Plan.
  - Round 2- Benches to be placed near walking path will be ordered by State Extension Office upon completion of walking path by County (projected completion date is May 1, 2018) and AgriLife Extension Parks Operation Extension Assistant, Jay Daniel and County Pct. 3 designate agreed upon Katrina Park Bench plan.
  - Extension will coordinate delivery and installation with County Pct. 3 designate to minimize storage time and maximize use of county employee installation time.
- County will provide equipment and staff needed for installation and agrees to work with AgriLife Park Operations Extension Assistant, Jay Daniel. The County Pct. 3 designate will coordinate with Extension to store benches until installation; move benches to the park for installation; provide concrete needed for installation; provide all tools and machinery for installation, such as but not limited to: post hole diggers, power augers, level; and install and maintain the benches in Katrina Park.

### **Trees (\$5,000 budget including freight/delivery)**

- Grant will support purchase cost and freight/delivery fees for trees (with County input) and provide technical assistance thru AgriLife Extension Parks Operation Extension Assistant, Jay Daniel, in determining number of trees, selection of tree type and the placement of trees throughout Katrina Park (utilizing best practices and consultation with tree experts as needed). Trees will be ordered by State Extension Office and will not exceed \$5,000 (including cost and freight/delivery). All trees should be installed as soon as possible in order to provide the best opportunity to root but definitely no later than June 1, 2018.
- County will provide equipment and staff needed for installation and agrees to work with AgriLife Park Operations Extension Assistant, Jay Daniel, to time delivery and installation to maximize the health of the trees. County park utility will take responsibility for maintenance of trees and a water truck will be available for care/use to support tree watering needs.

### **Walking Path Signage (\$600.00 budget including freight/delivery)**

- Grant will support purchase and freight/delivery fees for mile markers, trail length/lap signage (with County input) and provide technical assistance thru AgriLife Extension Parks Operation Extension Assistant, Jay Daniel, in determining number, type and the placement of markers/signs (utilizing best practices). Signage will be ordered by State Extension Office and will not exceed \$600 (including cost and freight/delivery). Signage will include graffiti abatement coating and fence attachments or

## APPENDIX A – SCOPE OF WORK

ground posts (with county input), as well as wire clips to attach signs to fence (if/where needed). All signage will be installed no later than June 1, 2018.

- County will receive the shipment and store the signage; move the signage to the park for installation; provide concrete (if needed); provide the tools and machinery needed for installation such as, but not limited to: post hole diggers, shovels, etc.; and install and maintain the signage.

### **Swings (\$8,500 budget including freight/delivery for swings, fall surface border, and fall surface)**

- Grant will support purchase and freight/delivery cost for swings, fall surface border and fall surface materials (with County input) and provide technical assistance thru AgriLife Extension Parks Operation Extension Assistant, Jay Daniel, in determining number, type and the placement of swings, fall surface border and fall surface materials (utilizing best practices). Technical assistance will also include a best practices workshop on installation techniques and conducting a safety review post installation. Swings, fall surface border and fall surface material will be ordered by State Extension Office and will not exceed \$8,500 (including cost and freight/delivery); per CDC guidelines, the maximum amount for any **one** item (swings, fall surface border or fall surface material), including freight and delivery, cannot exceed \$5,000. All swings, fall surface border and fall surface will be installed no later than June 1, 2018.
- County will receive the shipment and store swings until installation; move the swings to the park for installation; key County staff will participate in a best practices installation workshop and install the swings based on best practices and safety recommendations; provide the concrete, tools and machinery needed for installation, such as but not limited to: post hole diggers, power augers, tape measure, level, etc.; and maintain swings, fall surface border, and fall surface according to Consumer Products Safety Commission safety guidelines. County will make any necessary corrections identified per post safety inspection installation review conducted thru AgriLife Extension Parks Operation Extension Assistant, Jay Daniel.

### **Soccer Surface Material (\$5,000 budget for soil and freight/delivery)**

- Grant will support purchase and freight/delivery cost for soccer field topsoil material (with county input) and provide technical assistance thru AgriLife Extension Parks Operation Extension Assistant, Jay Daniel, in determining amount, type and optimum spreading strategies of topsoil on the soccer field (utilizing best practices). Technical assistance will include providing a best practices workshop on field surface maintenance. Soccer field topsoil material will be ordered by State Extension Office and will not exceed \$5,000 (including cost and freight/delivery). All soccer field topsoil will be installed no later than June 1, 2018.
- County will work with AgriLife Park Operations Extension Assistant, Jay Daniel, to select the soccer field topsoil material and coordinate with key county staff and volunteers to participate in a best practices workshop on installation and maintenance of the soccer fields. County Pct. 3 designate will coordinate with Extension to receive topsoil shipments; provide any tools and machinery needed such as, but not limited to: rakes and compact loader, spreader for topsoil; and agrees to maintain the soccer field topsoil material.