

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF HIDALGO, TEXAS AND THE HIDALGO COUNTY LOCAL  
EMERGENCY PLANNING COMMITTEE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “Memorandum”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **HIDALGO COUNTY LOCAL EMERGENCY PLANNING COMMITTEE**, hereinafter referred to as “LEPC”, and the **COUNTY OF HIDALGO, TEXAS**, by and through its **Office of Emergency Management**, hereinafter referred to as “COUNTY”.

**WITNESSETH:**

**WHEREAS**, the LEPC is a not for profit organization established to carry out the responsibilities of a local emergency planning committee pursuant to Public Law 99-499, Superfund Amendments and Reauthorization Act of 1986 (SARA), Title III, and is a group of individuals approved by the Texas State Emergency Response Commission to meet the requirements of the federal Emergency Planning and Community Right-To-Know Act designated to represent Disaster District 21 in accordance with § 295.181 of Chapter 25 of the Texas Administrative Code; and

**WHEREAS**, the COUNTY is a Political Subdivision of the State of Texas, which by and through its Office of Emergency Management is committed to maintaining the safety and welfare of the County’s residents through preparation, planning, mitigation, and response; and

**WHEREAS**, the Hidalgo County Office of Emergency Management coordinates, among others, with local, state, and federal governments, public and private emergency response entities, and non-profits; and

**WHEREAS**, the COUNTY and LEPC share a common public purpose goal of ensuring and improving the safety, health and welfare of the citizens of Hidalgo County, including through providing education to the general public related to emergency preparedness; and

**WHEREAS**, the LEPC incurs expenses while undertaking public education regarding community right-to-know provisions of SARA Title III, benefiting the health, safety and welfare of the citizens of Hidalgo County and serving the public purpose goal of the COUNTY to educate its citizens;

**NOW, THEREFORE**, in consideration of the mutual promises, conditions and covenants passing between the parties hereto, it is understood and agreed by and between COUNTY and LEPC, the parties to this agreement, as follows:

1. COUNTY will provide a donation to the LEPC in the amount of \$1,300.00 .
2. LEPC agrees to use such a donation to further offset expenses used for the shared public purpose of the COUNTY and LEPC as detailed in this Memorandum.

**Entire Agreement.** This Memorandum 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 representations or agreements in connection with this Memorandum not specifically set forth herein. This Memorandum may be modified or amended only by agreement in writing, as discussed below, executed by COUNTY and LEPC, and not otherwise.

**Term.** This Agreement becomes effective as of the day and year first written above. Either party may cancel it by giving thirty (30) days' notice to the other party; otherwise it remains in effect for one (1) year and may be renewed for a one (1) time extension of one (1) year by written amendment signed by both parties. Any notice or communication required or permitted shall be given in writing.

**Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement 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 Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**Texas Law To Apply.** To the extent authorized by the Constitution and the laws of the State of Texas, LEPC shall indemnify and hold harmless Hidalgo County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Hidalgo County arising out of, resulting from, or connected with acts or omissions by LEPC, its agents or employees, under this Agreement.

**Immunities.** Neither County nor LEPC, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that County and LEPC have entered into this agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

**Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**Assignment.** This Agreement shall not be assignable.

**Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

**Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

**Authority to Execute.** The execution and performance of this Agreement by LEPC and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of LEPC and County in accordance with its terms.

**Performance of Governmental Functions.** 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.

**Commitment of Current Revenues.** 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 ninety (90) 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.

**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 COUNTY:           Hidalgo County, Texas  
                                  County Judge  
                                  Honorable Ramon Garcia  
                                  c/o Ricardo Saldana  
                                  Chief, Hidalgo County Office of Emergency Management  
                                  100 East Cano, 2nd Floor  
                                  Edinburg, Texas 78539

If to LEPC:               Hidalgo County Local Emergency Planning Committee  
                                  Chairperson  
                                  James Schultz  
                                  201 N. 21st  
                                  McAllen, Texas 78501

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.

**WITNESS THE HANDS OF THE PARTIES** effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018;

**HIDALGO COUNTY LOCAL EMERGENCY  
PLANNING COMMITTEE**

By: \_\_\_\_\_  
James Schultz, Chairperson

**COUNTY OF HIDALGO, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

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

By: \_\_\_\_\_  
Erin D. Thorn,  
Assistant District Attorney