

STATE OF TEXAS §
COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HIDALGO, TEXAS AND FOOD BANK, RGV**

This Memorandum of Understanding, hereinafter, “Agreement” is made on this _____ day of _____, 2019 by and between **THE COUNTY OF HIDALGO, TEXAS** by and through the **HIDALGO COUNTY WIC PROGRAM**, hereinafter referred to as “Hidalgo County WIC Program”, with administrative offices located at 3105 W University Dr., Edinburg, Texas, 78539, and **FOOD BANK, RGV**, hereinafter referred to as “Food Bank RGV”, referred to collectively as “the Parties”.

I. MEMORANDUM OF UNDERSTANDING PURPOSE AND PROTOCOL

The purpose of this agreement is to establish a partnership between the Hidalgo County WIC Program and the Food Bank RGV for the purpose of donating (WIC) returned formula, to the Food Bank RGV in order to comply with WIC State Policy FD 19.0 Managing Returned Formula.

Hidalgo County WIC Program will:

- In accordance with and under Texas State Law- Good Faith Donation Act (Civil Practice and Remedies Code Chapter 76), and WIC State Policy FD 19.0 Managing Returned Formula, Hidalgo County WIC Program will donate returned formula to the Food Bank RGV.
- Prior to donating formula to the Food Bank RGV, WIC staff will inspect formula for expired dates, dented or open cans.
- Develop a continual effort to maintain communication by phone contact correspondence and/or meeting when necessary and to coordinate drop off donated formula and completion of necessary forms
- Provide opportunities to review and renew this written plan of collaboration.

Food Bank RGV will provide:

- Appropriate referrals to Hidalgo County WIC Program for families to Hidalgo County.
- Appropriate referrals to Hidalgo County WIC Program for women who are pregnant, breastfeeding or in post-partum care and children from birth up to the age of 5 who are at nutrition risk.
- Donated formula to area food partners within Hidalgo County and surrounding counties.
- Opportunities to review and renew this written plan of collaboration.

II. TERM OF AGREEMENT

This Agreement shall continue until amended, replaced, or terminated.

III. COMPENSATION

The Parties agree that neither will receive compensation, financial or otherwise, from the other in exchange for performing its duties under this Agreement.

IV. CONFIDENTIALITY

The Parties understand and acknowledge that some of the information provided during the Agreement may be subject to statutory prohibitions to disclosure and as such, is not to be disclosed to any party not subject to this agreement. Both Parties agree to maintain the confidentiality of the information in the same manner as the original custodian of records is so required. Both Parties agree and acknowledge that they may be required to maintain confidentiality of the information under the laws of the State of Texas and the United States.

V. NOTICES

All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt requested, to the following address:

TO: FOOD BANK, RGV
Libby Salinas
Chief Program Officer
724 N. Cage Blvd.
Pharr, Texas 78577

**TO: HIDALGO COUNTY WIC
PROGRAM**
Clarissa Ramirez
Director r
3105 W. University
Edinburg, TX 78539

VI. TERMINATION

This Agreement may be terminated by either party by giving thirty (30) days written notice, to the other party hereto of the intention to terminate.

VII. LIABILITIES

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

VIII. INDEMNIFICATION

Food Bank, RGV shall indemnify and hold harmless 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 County arising out of, resulting from, or connected with the provision of the this Agreement. Said indemnity shall cover any act or failure to act by the Food Bank, RGV, its agents or employees.

IX. MISCELLANEOUS

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

Nature of Relationship: Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. The Parties shall maintain exclusive control, direction and management of their own employees, and the other shall have no rights with respect thereto.

Entire Agreement: This Agreement contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

Additional Documents: The Parties agree that they will use reasonable, good faith efforts to execute each 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, including, but not limited to collaboration in the creation of shared forms.

Modification: This Agreement shall constitute the entire understanding of the Parties and shall supersede any prior agreement. This Agreement may be modified at any time in writing only by the mutual consent of both parties. Changes shall be in the form of a modification and shall become effective upon signature by authorized individuals representing both Parties.

Non-Discrimination: The Agreement, all related activities and programs offered under this Agreement by the Parties shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or Hidalgo County policy, including and without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of that party under this Agreement, either party may terminate this Agreement upon thirty (30) days written notice to the other party. The parties agree, however, to use reasonable 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. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon thirty (30) days written notice to SERVICE PROVIDER, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this Agreement at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

Appendix II to CFR 200-Contract Provisions (if applicable): Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Applicable clauses are incorporated by reference in to this agreement should it be subject to Federal award.

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

FOOD BANK, RGV

HIDALGO COUNTY WIC PROGRAM

Libby Salinas, Chief Program Officer

Clarissa Ramirez, Director

Date

Date

Approved By Commissioners Court On: _____