

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**MEMORANDUM OF AGREEMENT BETWEEN  
THE COUNTY OF HIDALGO, TEXAS AND ALIS FIGHTING HUNGER**

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on **June \_\_\_\_\_, 2020** (the "Effective Date"), by and between **Alis Fighting Hunger** located at 404 E. Hall Acres Rd., San Juan, Texas 78589-000 (the "AFH"), and **County of Hidalgo, Texas** with administrative offices located at 100 N Closner Blvd, Edinburg, Texas 78539 (the "County"). AFH and the County may be referred to individually as the "Party", or collectively, the "Parties".

**WITNESSETH:**

**WHEREAS**, the Alis Fighting Hunger (AFH) is a private not for profit organization qualifying under 501(c)(3) that provides food distribution services and resources to the community as part of its program ("Services");

**WHEREAS**, County is a local government as defined by the Act, and county in the State of Texas;

**WHEREAS**, a national, state and local public safety emergency has been declared due to the COVID-19 health emergency;

**WHEREAS**, said declared public safety emergency has affected the health, safety and welfare of the constituents of Hidalgo County and has shown a critical need for the available capabilities that AFH possesses and is offering;

**WHEREAS**, the County, by and through its participating precincts, and AFH wish to collaborate to provide emergency aid and assistance to and for the benefit of the health, safety and welfare of the constituents of the County as described further herein;

**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 AFH to this agreement, as follows:

**1. MISSION and PURPOSE**

The partnership on which the Parties are intending to collaborate to utilize their joint resources during a national, state and local declared public safety emergency by providing healthy meals to all children under the age of 18 in an accessible and safe means to combat food insecurity in the communities served.

**2. SCOPE and OBJECTIVES**

The Parties shall endeavor to work together to ensure that eligible County residents are able to obtain nutritious meals, that meet current USDA guidelines, for every child that is enlisted. AFH shall coordinate Services directly with participating Precincts.

### 3. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason and the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the partnership.

AFH shall render and provide the following services that include, but are not limited to:

- A) Prepare and transport plated, cooked meals and drinks to approved designated sites
- B) Review and Adhere to all safety and hygiene protocol for meal preparation and delivery
- C) Provide adequate training and oversight for site attendants responsible for meal distribution
- D) Maintain necessary compliance and program reporting for any and all local, state and federal agencies.

The County, by and through its participating County Precincts, shall render and provide the following services that include, but are not limited to:

- A) Assign County personnel or volunteers to assist with public outreach including, but not limited to registration efforts, creation and dissemination of marketing information, content creation for social media platforms, and when necessary to serve as attendants for meal distribution at any site.
- B) Provide facilities that meet county safety standards and furniture or fixtures (i.e. tables, chairs, etc.) for serve as “Meals to Go” sites. (“Service Area”)
- C) Provide security and/or traffic control for sites, when necessary.

#### Limitations/Restrictions on Service Area.

a) AFH shall ensure that any use of the Service Area granted by this Agreement does not create any threat to the safety of any third party or of the County, and any agents, elected officials, invitees, guests, contractors, subcontractors, licensees, employees and vendors of the County or its successors and assigns.

b) AFH shall comply with, and shall not use the Service Area in any manner which is in violation of, any federal, state or local law, statute, rule and regulation or ordinance or permit issued by the County or any applicable governmental authority in connection with AFH’s use of the Service Area.

c) AFH shall not make any alterations, additions or improvements to the Service Area and shall not cause or allow to be caused any damage to any improvement(s) located within the Service Area. The County may limit access to the Service Area. The Service Area shall be used in its “as is” condition without any warranties or representation of any kind by the County.

#### 4. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for the time period of a declared emergency. Distribution periods will be coordinated between AFH and the participating Precinct and are subject to availability. Either party may terminate this agreement with or without cause upon written notice.

#### 5. CONFIDENTIALITY

The Parties will treat the terms of this MOU in the strictest of confidence and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

#### 6. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

AFH at all times will act as an independent contractor and not as a partner or agent of the other party. Neither County nor AFH will act or hold itself out to third parties as a partner, employee, joint venture, or agent of the other party in the provisions of services under this Agreement. Parties agree that no employee-employer relationship is established by the terms of this agreement.

Non-Discrimination. AFH, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, are incorporated herein and made part of this agreement for all purposes.

Federal Provision (if applicable). If applicable, the provisions of 2 CFR 200 and Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards; as well as any other relevant provisions including but not limited to contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) as incorporated by reference.

This agreement may be revised by mutual agreement set forth in writing and signed by both parties.

#### 7. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum. This agreement is not intended to extend the liability of the Parties beyond that

provided by law. Neither County nor AFH waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from third parties.

Insurance. AFH will have in place sufficient insurance to cover the general activities in which AFH shall be taking part pursuant to this agreement, and shall provide evidence of such insurance to County before execution of Services or upon request.

**Indemnification. AFH shall protect, defend and hold the County and its elected officials, servants, agents, contractors, subcontractors, licensees, invitees and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation and defense thereof (including, but not limited to attorney's fees, court costs and expert fees), of any nature whatsoever arising out of the use of any County Premises. The provisions of this Section shall survive the expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.**

Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Service Area to AFH or the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

#### 8. **NOTICE**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

#### 9. **GOVERNING LAW**

This Memorandum shall be governed by and construed in accordance with the laws of the State of Texas.

#### 10. **AUTHORIZATION AND EXECUTION**

The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating County and AFH in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED effective as of the day and year first above written.

**HIDALGO COUNTY:**

**By:** \_\_\_\_\_  
**Hon. Richard F. Cortez, County Judge**

**Alis Fighting Hunger**

**By:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**ATTEST:**

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