

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOWER GRANDE VALLEY DEVELOPMENT COUNCIL AND THE
COUNTY OF HIDALGO**

This Memorandum of Understanding (“MOU”) is entered into on the effective date by and between the Agreement Parties shown below.

AGREEMENT PARTIES:

The County of Hidalgo, Texas (“County”), a “local government” and a political subdivision of the State of Texas provides various services for the community of Hidalgo County, Texas

Lower Rio Grande Valley Development Council (“LRGVDC”), a voluntary association of local government of the State of Texas organized under Chapter 391 of the Loc. Gov’t. Code (formerly TRCS sec. 1011m). LRGVDC Valley Metro Transit Center currently operates a bus route, identified as Route 12, that passes through the community of San Carlos in Hidalgo County, Texas, on State Highway 107, and provides transportation between urbanized areas.

PURPOSE: The Parties have identified a need for a bus stop and bus passenger shelter on Route 12 in the San Carlos Community to serve the constituent’s of the County. (“bus shelter”). The purpose of this MOU is to stipulate the rights and responsibilities for each agreement party regarding the installation and maintenance of a bus passenger shelter on property owned by the County, however, the property abuts in the Right of Way of a Texas Department of Public Transportation (TxDOT) State Highway. This bus shelter will be used by passengers on the Valley Metro bus system operated by the LRGVDC. Both parties agree that the installation of this bus shelter will serve a public purpose and be beneficial by encouraging an increase in ridership of the bus system and improving mobility for passengers in the entire County in order to access social services, healthcare facilities, education services and private businesses.

RIGHTS AND RESPONSIBILITIES:

Each agreement party will have the following rights and responsibilities under this MOU.

1. The County is responsible for approving the bus stop location along Valley Metro Route #12 within the area of the San Carlos Community where the bus shelter will be placed. The County designates the following County of Hidalgo property as the bus stop location for the bus shelter: at 8633 E. State Highway 107, San Carlos, Texas 78542 (Lot 27 Block 9 San Carlos Map-Corner of State Highway 107 and 86th Street in San Carlos, Texas).
2. The County will secure any and all permits and clearance for placement of the bus shelter on TxDOT’s right of way, including entering into applicable agreements with TxDOT as needed.

3. The LRGVDC is responsible for providing, at LRGVDC's sole expense, a bus stop passenger shelter for placement at the designated bus stop on the foundation described below. The LRGVDC shall provide the recommended design and dimension specifications of the bus shelter to the County for approval prior to the County executing its obligations under this agreement. The County shall be responsible for the pick-up, delivery and assembly and installation of the bus shelter to the designated bus stop location.
4. The County is responsible for the construction of the bus shelter foundation and the installation of the bus shelter. This bus shelter will be placed on a cement pad approximately seven (7) feet by twelve (12) feet in the area. The width will be approximately six (6) inches. The bus shelter will stand approximately ten (10) feet tall. The County will follow all necessary guidelines, as needed, with the survey, metes and bounds.
5. The design and construction of the bus shelter and the bus shelter foundation will be of standard type and in compliance with applicable law, including, but not limited to the American's with Disabilities Act (ADA) guidelines.
3. The County will be responsible for maintaining the bus shelter in a clean, safe, and usable condition. The determination of "clean, safe, and usable" will be determined by the LRGVDC, following state and Federal guidelines.
4. The County will, within seven (7) calendar days of becoming aware, contact the LRGVDC if there is any visible damage, safety hazard or security concern of any kind to or at the bus shelter. The County will not in any way attempt to refurbish the bus shelter, remove or manipulate any informational posters, flyers, or other material from the bus shelter, or place anything on the bus shelter without prior written permission from the LRGVDC. The LRGVDC is responsible for placing any informational posters, flyers, or other material on the bus shelter as required by law.
5. The bus shelter may be moved at the end of its useful life or at another time through mutual agreement of the parties.
6. The County agrees to maintain sufficient insurance coverage on the bus shelter for any loss, damage, or legal claims at the statutorily required limits, pursuant to the Texas Tort Claims Act.
7. Ownership of the bus shelter will remain entirely with the LRGVDC and the Federal Transit Administration for a period of seven (7) years from the date of the execution of this agreement. Ownership of the bus shelter will transfer to the County at the expiration of this period.

TERM:

The term of this MOU begins on the effective date and will continue indefinitely. This agreement may be amended or terminated upon mutual agreement of both parties.

TERMINATION:

In the event of a material failure by an Agreement Party to perform its duties and obligation in accordance with the terms of this MOU the other party may terminate this Agreement upon thirty (30) days advance written notice of termination setting forth the nature of the material failure; provided that the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty (30) day period. Either Party may terminate this Agreement without cause upon sixty (60) days written notice to each other.

MISCELLANEOUS:

1. **Immunities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waive, 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.
2. **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.
3. **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.
4. **Entire Agreement.** This Agreement 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 this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the Parties and not otherwise.
5. **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.
6. **Invalidity:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
7. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability or any other category protected by law.

8. **Conflict with 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 any provision of this 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 provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.
9. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
10. **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 last known business address of each party.
11. **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.
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 (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 hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903
14. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
15. **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. **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.

17. **Authority to Execute.** 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 Parties in accordance with its terms.

Executed effective as of the Effective Date by the following duly authorized representatives of the Agreement Parties:

**County of Hidalgo County, Texas
Council**

Lower Rio Grande Valley Development

By: _____

By: _____

Name: Richard F. Cortez

Name: Ken Jones

Title: County Judge, Hidalgo County Texas

Title: Interim Executive Director

Date: _____

ATTEST:

By: _____

Arturo Guajardo, Jr.
Hidalgo County Clerk