

COUNTY OF HIDALGO §
STATE OF TEXAS §

**MEMORANDUM OF UNDERSTANDING
TO DESIGNATE PARKING SPACES FOR VETERANS**

This Memorandum of Understanding (“MOU”) is made on this ____ day of _____, 2021, by and among the **COUNTY OF HIDALGO, TEXAS** (the “County”), **CITY OF ALAMO, TEXAS, CITY OF ALTON, TEXAS, CITY OF DONNA, TEXAS, CITY OF EDCOUCH, TEXAS, CITY OF EDINBURG, TEXAS, CITY OF ELSA, TEXAS, CITY OF GRANJENO, TEXAS, CITY OF HIDALGO, TEXAS, CITY OF LA JOYA, TEXAS, CITY OF LA VILLA, TEXAS, CITY OF MCALLEN, TEXAS, CITY OF MERCEDES, TEXAS, CITY OF MISSION, TEXAS, CITY OF PALMHURST, TEXAS, CITY OF PALMVIEW, TEXAS, CITY OF PEÑITAS, TEXAS, CITY OF PHARR, TEXAS, CITY OF PROGRESO, TEXAS, CITY OF PROGRESO LAKES, TEXAS, CITY OF SAN JUAN, TEXAS, CITY OF SULLIVAN, TEXAS,** and **CITY OF WESLACO, TEXAS** (collectively, the “Municipality”).

WHEREAS, the County and the Municipality desire to recognize the service that U.S. military veterans (the “Veterans”) have made for their country and the personal sacrifices that many of them have endured in the process of that service; and

WHEREAS, the general welfare of the Veterans is a common objective of the County and the Municipality; and

WHEREAS, it is the objective of the County and the Municipality to collaborate with each other to ensure that the Veterans have convenient access to buildings owned by the County and the Municipality; and

WHEREAS, the County and the Municipality desire to provide the Veterans with specially-designated parking spaces located close to the entrances to the buildings of the County and the Municipality commonly accessed by citizens of the County and the Municipality; and

WHEREAS, the County has agreed to provide signage to the Municipality for the purpose of designated specific parking areas to be utilized by the Veterans; and

WHEREAS, the purpose of this MOU is to memorialize the understanding between the parties that the County will provide the Municipality with such signage on the condition that the Municipality agree to designate such parking areas; and

WHEREAS, the Municipality has agreed to designate parking areas to be utilized by the Veterans; and

WHEREAS, the County finds that this MOU serves a public purpose for the health, safety, and wellbeing of the residents of Hidalgo County.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants expressed between the parties, it is understood and agreed by and between the County and the Municipality as follows:

1. Responsibilities of the County. The County will provide the Municipality with signage to indicate that specific parking spaces with access to public buildings owned and

operated by the Municipality are set aside for the Veterans. If requested by the Municipality, the County will agree to install the signage at the designated parking spaces.

2. Responsibilities of the Municipality.

(a) The Municipality will designate parking spaces for the Veterans near the entrances to buildings of the Municipality that are regularly accessed by the public.

(b) The Municipality will notify the County, in writing, of the amount of signage that it needs for the designated parking spaces.

(c) At the time the Municipality requests the signage from the County, it will notify the County:

(i) That the Municipality desires for the County to install the signage;
or

(ii) That the Municipality will install the signage.

3. Effective Date. This MOU is effective upon the date that it is executed by both parties and ends on _____, 202__. The term of this MOU may be extended by a mutual written agreement of the parties. This MOU may be terminated by either party without cause upon thirty (30) days' prior written notice to the other party.

4. Confidentiality. In the event this collaborative effort requires the mutual sharing of information made confidential by state or federal law, such information will only be exchanged as allowed by applicable law.

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

6. Indemnification. THE PARTIES AGREE TO BE RESPONSIBLE FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS OR OTHER TORTIOUS CONDUCT IN THE COURSE OF THE PERFORMANCE OF THE AGREEMENT EVIDENCED BY THIS MOU WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER STATE OR FEDERAL LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.

7. Dispute Resolution. The parties agree to mandatory participation in mediation as an alternative dispute resolution process before any action, suit, litigation or other legal proceeding arising out of or in any way relating to this MOU may be commenced.

8. No Waiver. No waiver by the County of any breach of any provision of this MOU shall be deemed to be a waiver of any preceding or succeeding breach of the same or any provision hereof.

9. Amendment. This MOU may be amended or modified by the consent of both parties at any time during its term. Amendments to this MOU must be in writing and signed by

both parties. No change in, addition to, or waiver of any term or condition of this MOU shall be binding upon either party unless approved in writing by an authorized representative of each party.

10. Entire Agreement. This MOU contains the entire agreement 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 MOU not specifically set forth herein.

11. Texas Law to Apply. This MOU 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.

12. Assignment. Neither party shall assign any right, benefit, or duty under this MOU without the other party's prior written consent.

13. Counterparts. This MOU may be executed in any number of counterparts, including facsimile or scanned/mailed PDF documents. Each such counterpart, facsimile, or scanned/mailed PDF document shall be deemed an original instrument, all of which, together, shall constitute one and the same executed MOU.

14. This MOU shall be binding upon and inure to the benefit of the parties and their respective successors and assigns where permitted by this Agreement.

15. The parties to this MOU agree that all activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including without limitation, race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status.

16. The parties agree to comply with all applicable state or federal statutes, rules, regulations, grant or contract provision, subsequent federal guidance, or other similar restriction that imposes additional or greater requirements than those stated in this MOU that is directly applicable to the performance of either party under this MOU.

17. The headings and captions in this MOU are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. Immunity. This MOU is expressly made subject to the County's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code, and any applicable governmental immunity, and all applicable federal and state law. No provision of this MOU is in any way intended to constitute a waiver of immunities from suit or from liability that the County has by operation of law.

19. In case any one or more provisions of this MOU are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this MOU will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. The execution and performance of this MOU by the County and the Municipality have been duly authorized by all necessary laws, resolutions, or corporate action, and this MOU

constitutes the valid and enforceable obligations of the County and the Municipality in accordance with its terms.

[Signature page follows.]

EXECUTED TO BE EFFECTIVE as indicated above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By: _____
RICHARD F. CORTEZ, County Judge

ATTEST:

ARTURO GUAJARDO, JR., County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY:

JONES, GALLIGAN, KEY & LOZANO, L.L.P.

By: _____
EUGENE R. VAUGHAN, III, Partner

MUNICIPALITY:

CITY OF ALAMO, TEXAS

By: _____
ROBERT L. SALINAS, City Manager

CITY OF ALTON, TEXAS

By: _____
JEFF UNDERWOOD, City Manager

CITY OF DONNA, TEXAS

By: _____
CARLOS YERENA, City Manager

CITY OF EDCOUCH, TEXAS

By: _____
VICTOR H. DE LA CRUZ, City Manager

CITY OF EDINBURG, TEXAS

By: _____
RON GARZA, City Manager

CITY OF ELSA, TEXAS

By: _____
JUAN JOSE YBARRA, City Manager

CITY OF GRANJENO, TEXAS

By: _____
MARTIN VILLARREAL, City Manager

CITY OF HIDALGO, TEXAS

By: _____
JULIAN GONZALEZ, City Manager

CITY OF LA JOYA, TEXAS

By: _____
JACQUELINE BAZAN, City Administrator

CITY OF LA VILLA, TEXAS

By: _____
WILFREDO MATA, City Manager

CITY OF MCALLEN, TEXAS

By: _____
ROEL ROY RODRIGUEZ, City Manager

CITY OF MERCEDES, TEXAS

By: _____
ALBERTO PEREZ, City Manager

CITY OF MISSION, TEXAS

By: _____
RANDY PEREZ, City Manager

CITY OF PALMHURST, TEXAS

By: _____
ROBERT L. SALINAS, City Manager

CITY OF PALMVIEW, TEXAS

By: _____
MICHAEL LEO, City Manager

CITY OF PEÑITAS, TEXAS

By: _____
OMAR ROMERO, City Manager

CITY OF PHARR, TEXAS

By: _____
EDWARD M. WILEY, City Manager

CITY OF PROGRESO, TEXAS

By: _____
ALFREDO ESPINOSA, City Administrator

CITY OF PROGRESO LAKES, TEXAS

By: _____
O.D. EMERY, Mayor

CITY OF SAN JUAN, TEXAS

By: _____
BENJAMIN ARJONA, City Manager

CITY OF SULLIVAN, TEXAS

By: _____
ANA M. MERCADO, City Manager

CITY OF WESLACO, TEXAS

By: _____
MIKE R. PEREZ, City Manager