

STATE OF TEXAS                   §  
  §  
COUNTY OF HIDALGO           §

**MEMORANDUM OF AGREEMENT BETWEEN  
THE COUNTY OF HIDALGO, TEXAS AND INTERNATIONAL MUSEUM OF  
ART AND SCIENCE**

This Memorandum of Agreement (the "Agreement"), is entered into on **March**\_\_\_\_, **2022** (the "Effective Date"), by and between **International Museum of Art & Science** located at 1900 W Nolana Ave, McAllen, TX 78504-000 (the "**IMAS**"), and **County of Hidalgo, Texas** with administrative offices located at 100 N Closner Blvd, Edinburg, Texas 78539 (the "**County**"). IMAS and the County may be referred to individually as the "Party", or collectively, the "Parties".

**WITNESSETH:**

**WHEREAS**, the International Museum of Arts and Science (IMAS) is a private not for profit organization qualifying under 501(c)(3) that provides a unique opportunity for visitors to participate in hands-on science exhibits and learn about original works of art while encouraging creativity and innovation. The International Museum of Art & Science is a Smithsonian Affiliate and fully accredited by the American Alliance of Museums

**WHEREAS**, County is a local government, and a political subdivision of the State of Texas; and

**WHEREAS**, the County, by and through the County Judge's Office, and IMAS wish to collaborate to present an art exhibition that will educate the public through the "Unsinkable: Voices from the Storm" exhibit. Community leaders can draw from the experiences of a resilient community that was able to recover from a devastating hurricane and take that message out into our community as they get ready to begin Hurricane Preparedness events.

**WHEREAS**, the County, by and through the County Judge's Office, and IMAS collaboration shall serve the a public purpose related to the health and safety by assisting to prepare the residents and communities in Hidalgo County for this upcoming 2022 Hurricane Season while in the midst of a pandemic;

**NOW, THEREFORE**, in consideration of the mutual promises, conditions and covenants between the parties hereto, it is understood and agreed by and between County and IMAS 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 an informative and interactive experience for the public which will teach them about the aftermath of hurricanes and to help better prepare the citizens of Hidalgo County for the upcoming 2022 Hurricane Season while in the midst of a pandemic

## **2. SCOPE and OBJECTIVES**

Putting forth the exhibit will give the community an opportunity to reflect on individuals' experiences and bring forth a heightened awareness while visiting the International Museum of Arts and Sciences in McAllen (IMAS).

## **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.

IMAS shall render and provide the following Services and/or Service Area in the form of an In-Kind Contribution at a value of six thousand five hundred and sixty dollars and no cents (\$6,560.00) that may include, but is not limited to:

- A) An exhibition area that will feature "Unsinkable: Voices from the Storm"
- B) An appropriate area to be used for an opening ceremony for the "Unsinkable" exhibit
- C) An appropriate area to be used for a closing ceremony for the "Unsinkable" exhibit

The County, by and through it's the County Judge's Office, 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.

#### **4. TERM**

The term of this Agreement shall be from the effective date, herein referenced above, through June 1, 2022, or until such time as the Parties conclude the closing ceremony for the “Unsinkable” exhibit, including any reasonable period thereafter for the Parties to effectuate the closing of said exhibit. Either party may terminate this agreement with or without cause upon fifteen (15) days 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 Agreement in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Agreement 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 Agreement 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.

IMAS at all times will act as an independent contractor and not as a partner or agent of the other party. Neither County nor IMAS 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. IMAS, 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 IMAS 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. IMAS will have in place sufficient general liability insurance to cover the general activities in which IMAS shall be taking part pursuant to this agreement, and shall provide evidence of such insurance to the County before execution of Services or upon request.

**Indemnification. IMAS 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.**

## **8. NOTICE**

Any notice or communication required or permitted under this Agreement 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 Agreement 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 IMAS in accordance with its terms.

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

**HIDALGO COUNTY:**

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

**INTERNATIONAL MUSEUM OF ART & SCIENCE:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

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