

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING BETWEEN
HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY AND THE TEXAS VICTIM
SERVICES ASSOCIATION**

This Memorandum of Understanding is made on this _____ day of _____ 2023 by and between the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY**, hereinafter referred to as “HCDA” or “COUNTY”, with administrative offices located at 100 E. Cano, Edinburg, TX 78539, **and the TEXAS VICTIM SERVICES ASSOCIATION hereinafter** referred to as “TVSA”, a non-profit organization with its principal office located at 6800 West Gate Blvd., Suite 132, Box 376, Austin, TX 78745-9997.

The safety and general welfare of the citizens of HIDALGO COUNTY is a common objective of both parties. Further, it is the objective of both parties to collaborate with partners in the community in an effort to educate the constituents of HIDALGO COUNTY about resources available for victims of crime.

Therefore, the aim of this Understanding is to establish an agreement for COUNTY to participate in the TVSA’s upcoming “Biennial Training Conference” with a common goal of educating the community about access to victim services and other resources available to citizens of HIDALGO COUNTY. Specifically, TVSA and COUNTY agree to work cooperatively toward the aforementioned goal as described more fully below.

I. PROVISIONS OF SERVICES

Through this Agreement the parties shall develop a cooperative program to provide services as follows:

The participation of TVSA in this initiative shall consist of the following:

1. TVSA is hosting the Biennial Training Conference on May 9-12, 2023, which will provide training to criminal justice professionals in Hidalgo County on available resources for victim services.
2. TVSA will provide COUNTY an opportunity to participate in the aforementioned Conference so that COUNTY may provide educational information and resources to its constituents.
3. TVSA will allow COUNTY’s participation in the Conference by including members of a team which will include but is not limited to the following: Hidalgo County Criminal District Attorney’s Office – Victims Unit.

The participation of COUNTY/ HCDA in this initiative shall consist of the following:

1. COUNTY/ HCDA will provide personnel and/or resources to participate in the Conference for the purposes of providing educational information and access to victim services for constituents.

2. COUNTY/ HCDA will assist in the coordination of program-related activities and events for purposes of promoting the general safety and welfare of its constituents.
3. COUNTY/ HCDA will contribute (ONE THOUSAND FIVE HUNDRED DOLLARS AND NO 100/th) \$1,500.00 for program activities and participation in the Biennial Training Conference scheduled to take place on May 09 through May 12, 2023.

II. TERM OR AGREEMENT

The term of this agreement is for two years; it will begin on February 07, 2023 and end on February 06, 2025. This agreement shall supersede all prior agreements.

III. COMPENSATION

COUNTY/ HCDA will receive no reimbursement from TVSA for any services provided under the agreement. COUNTY/ HCDA will contribute \$1,500.00 to TVSA for its participation in the Conference and for services provided as described herein.

IV. NOTICES

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

TO TVSA:
Texas Victim Services Association
Attn: Natacha Pelaez-Wagner,
Executive Director
6800 West Gate Blvd-Suite 132
Austin, TX 78745-9997

TO COUNTY/ HCDA:
Office of Criminal District Attorney
Toribio "Terry" Palacios
Attn: Rosie Martinez, CA
100 E Cano
Edinburg, TX 78539

V. TERMINATION

This Agreement may be amended, modified or terminated by agreement of the parties. Further, the agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

VI. LAW GOVERNING VENUE

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.

VII. LIABILITIES

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waives, or shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

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

**TEXAS VICTIM SERVICES
ASSOCIATION**

Natacha Pelaez-Wagner, Executive Director

**OFFICE OF HIDALGO COUNTY
CRIMINAL DISTRICT ATTORNEY**

Toribio "Terry" Palacios, Hidalgo County
Criminal District Attorney

APPROVED AS TO FORM:
Office of Criminal District Attorney
Toribio "Terry" Palacios

By: Josephine Ramirez Solis
Assistant District Attorney