

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING AGREEMENT
BETWEEN COUNTY OF HIDALGO AND SENATOR MORGAN LAMANTIA**

This **MEMORANDUM OF UNDERSTANDING**, hereinafter referred to as (“Agreement”) is made on and entered into effective as of the _____ day of _____, 2023, by and between the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“County”), and **TEXAS SENATE MEMBER, HONORABLE MORGAN LAMANTIA**, hereinafter referred to as (“Senator”), collectively referred to as “Parties” as follows:

I. WITNESSETH:

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

WHEREAS, the Senator is a member of the Texas Senate, a “state agency”; and

WHEREAS, County and Senator desire to enter into this Agreement for the as needed use of space available at 1902 Joe Stephens Ave, Weslaco, TX 78596, hereinafter referred to as the (“Premises”) to accommodate a satellite office of the Senator; and

WHEREAS, County and Senator believe that this agreement would serve a public purpose for the benefit of the constituents of Hidalgo County as it will provide greater access to services that may be provided by their elected State Senator;

NOW, THEREFORE, and in consideration of the premises and the mutual covenants and agreements expressed hereinafter, County and Senator agree as follows:

- 1.1 The Senator may use a designated area of the Premises located at 1902 Joe Stephens Ave, Weslaco, TX 78596 for a satellite office and any lawful function, and may occupy the Premises on an as needed basis under the terms and conditions set forth herein.
- 1.2 Senator Employees and Visitors shall have the non-exclusive use of the parking areas adjacent to the Premises.
- 1.3 Senator will schedule with County the dates and times Senator will use and/or occupy the designated Premises; each Party shall develop a communication plan to keep the other party informed of any status changes at, or to, the use of the Premises.
- 1.4 It is understood that each Party will respectively bear all of its own costs incurred in carrying out its responsibilities as set forth in this Agreement.

II. CONSIDERATIONS

Rent

2.1 The Senator and the County have agreed that in an effort to be good stewards of public funds and for the benefit of the Citizens of Hidalgo County, there shall be no rent due under this Agreement.

Term, Termination and Modification

2.2 The term of this Agreement shall commence as of the effective date noted above, and shall remain in effect for one year, and shall automatically renew, unless cancelled sooner by either party in accordance with the terms described within this Agreement.

2.3 County and Senator may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.

2.4 This Agreement shall constitute the entire understanding of the parties with respect to the subject matter.

2.5 The Agreement may be modified at any time in writing and by mutual consent of both Parties. Changes shall be in the form of a modification and shall become effective upon signature by authorized individuals representing both Parties.

Nature of Relationship

2.6 The County and Senator agree that the nature of the relationship between them is one of landlord and tenant, and no other. Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that of partnership or joint venture or any association between the County and the Senator, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. No provision contained in this agreement, nor any acts of the Parties hereto shall be deemed to create any relationship between the County and the Senator other than the relationship of landlord and tenant. The County shall maintain exclusive control, direction and management of its own employees, and the Senator shall have no rights with respect thereto, except for the Senator's right to enforce covenants of the County as set forth in this agreement.

Immunities

2.7 It is expressly understood and agreed that, in the execution of this agreement, neither the County nor Senator waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

Insurance

2.8 Liability Insurance: Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act. Senator will maintain sufficient general liability coverage as to the Premises described herein, and shall provide proof thereof upon request. At no time shall the Premises be considered to be owned or under the control of Senator.

2.9 Property Insurance: Senator, may, at its option, maintain content coverage insurance on Senator's personal property located within the Premises. Senator covenants and agrees that County shall have no responsibility for damage or destruction of Senator's personal property located within the Premises.

Assignment

2.10 The Senator may not assign or sublet any portion of the Premises without the County's written consent.

Maintenance and Repairs

2.11 County shall maintain in good working order and make all such necessary maintenance and repairs to the Premises' landscaping, foundation, roof, structural integrity, plumbing systems, electrical and lighting systems, heating, ventilation and air conditioning systems ("HVAC"), fire protection and fire alert systems and other mechanical systems.

2.12 Senator shall be responsible for repairs or damage to the Premises caused solely by Senator's negligent use of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Senator, or the Senator's employees, agents, licenses or invitees. In addition, Senator shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Agreement to be removed from the Premises.

2.13 The County at its sole cost and expense, shall be responsible for providing and/or maintaining all other services to the Premises.

ADA Compliance

2.14 County shall be responsible for ensuring Premises comply with the Americans with Disabilities Act (ADA) as amended. Any contest by the County of any law, rule, order, ordinance, regulation or requirement of the ADA shall be done with due diligence through appropriate legal proceeding at no cost to Senator, and shall not subject the Senator to criminal/civil prosecutions or penalties or encumbrance the Premises in any way.

III. INDEMNIFICATION

3.1 Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

IV. MISCELANEOUS

4.1 **Governing Law:** This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Agreement as performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

4.2 **Conflicts 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 their 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 provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

4.3 **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement will be deemed to be a waiver of any proceeding or succeeding breach of the same or any other provision hereof.

4.4 **Notice:** Except as may be otherwise specifically provided in this Agreement, all notices, demands, request or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

**If to Senator: The Honorable Senator Morgan LaMantia
P.O. Box 12068
Capitol Station
Austin, TX 78711**

**If to County: Hidalgo County, Precinct. #1
Attention: Commissioner Precinct #1
1902 Joe Stephens Ave., Ste. 101
Weslaco, Texas 78596**

**With copy to: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd floor
Edinburg, TX 78539**

4.5 **Entire Agreement:** This document contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement,

will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

4.6 **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.

4.7 **Prior Agreements:** This Agreement supersedes and terminates all previous Interlocal Agreements between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.

4.8 **Additional Documents:** The Parties agree that they will use reasonable, good faith efforts to execute each 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.

4.9 **Successors:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

4.10 **Headings:** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

4.11 **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

4.12 **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 BGC policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

4.13 **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 participating County and Senator in accordance with its terms.

4.14 **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.

4.16 **Commitment of Current Revenues:** 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 ninety (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.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the day and year first above written.

SENATE MEMBER, MORGAN LAMANTIA

By: _____
Name, Title Date

COUNTY OF HIDALGO, TEXAS

By: _____
Name, Title Date

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

ATTEST:

Michelle Lopez, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk