

COUNTY OF HIDALGO     §  
STATE OF TEXAS         §

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made on this 8<sup>th</sup> day of January 2024, by and between the **COUNTY OF HIDALGO, TEXAS** (the "County") and **COSTEP, COUNCIL FOR SOUTH TEXAS ECONOMIC PROGRESS** ("COSTEP"), with its principal address located at 801 North Bryan Road, Office 167, Mission, Texas 78572.

WHEREAS, COSTEP is a not-for-profit organization dedicated to advancing regional prosperity through the addition of a strategic framework for economic development;

WHEREAS, the County desires to work with COSTEP to provide COSTEP with economic development leads received from the State of Texas involving companies that are considering locating all or a portion of their operations in the South Texas Region (Hidalgo, Cameron, Webb, Starr, Zapata, Willacy, and Jim Hogg)

WHEREAS, advancing the economic development of Hidalgo County (which will benefit the general welfare of the citizens of the County) is a common objective of the County and COSTEP;

WHEREAS, the County desires to provide COSTEP with requests for information ("RFI") that are forwarded to the County by the State of Texas;

WHEREAS, COSTEP desires to receive the RFIs from the County and work with the appropriate municipality located within the South Texas Region to obtain the requested information so that it can be submitted to the State of Texas by the County or municipality;

WHEREAS, the purpose of this MOU is to memorialize the understanding between the parties that the County will provide COSTEP with all RFIs the County receives and that COSTEP will obtain information for the County to submit to the State of Texas in response;

WHEREAS, the County finds that this MOU serves a public purpose for the economic development 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 COSTEP as follows:

1.     Responsibilities of the County. The County will provide RFIs that it receives from the State of Texas to COSTEP. Upon receipt of information that is responsive to the RFI from COSTEP, the County will submit such information to the State of Texas. The County shall not be obligated to compensate COSTEP for any services performed by COSTEP hereunder.

2.     Responsibilities of COSTEP. COSTEP will receive and review such RFIs and determine which municipality would best meet the needs described in the RFI. COSTEP will

then work with such municipality to obtain information that is responsive to the RFI, which it will then submit to the County (specifically to the economic development office in the office of the County Judge). COSTEP shall not be entitled to any compensation from the County for services performed by COSTEP hereunder.

3. Effective Date. This MOU is effective upon the date that it is executed by both parties and ends on November 30, 2025. 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. Notice. Except as may be otherwise provided in this MOU, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt; (ii) sent by electronic mail; (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below; or (iv) sent via facsimile to the parties at the numbers set forth below:

*If to the County:* County of Hidalgo  
Attention: County Judge  
100 East Cano, 2<sup>nd</sup> Floor  
(956) 318-2600

*If to COSTEP:* COSTEP, Council for South Texas Economic Progress  
Attention: Adam Gonzalez  
801 North Road, Office 167  
Mission, Texas 78572  
(956) 682-6371

Each notice, demand, request, or communication delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

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

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

15. 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.

16. 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. COSTEP and County shall comply with applicable law, including, but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

17. 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.

18. 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.

19. 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.

20. In case any one or more provisions of this MOU are for any reason hold 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.


21. The execution and performance of this MOU by the County and COSTEP 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 COSTEP in accordance with its terms.

**[Signature page follows.]**

EXECUTED TO BE EFFECTIVE as indicated above.

COSTEP:

**COSTEP, COUNCIL FOR SOUTH TEXAS ECONOMIC PROGRESS**

By:   
**ADAM GONZALEZ, Chief Executive Officer**

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**