



**County of Hidalgo**        §  
**State of Texas**            §

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE COUNTY OF HIDALGO, TEXAS AND  
 BOYS AND GIRLS CLUB OF WESLACO**

THIS MEMORANDUM OF UNDERSTANDING is made on the 10<sup>TH</sup> day of December, 2024, by and between the **County of Hidalgo, Texas** by and through its **Hidalgo County Precinct One** ("County"), and the **Boys and Girls Club of Weslaco** ("BGC") a Texas non-profit Corporation.

**WITNESSETH:**

**WHEREAS**, BGC is a 501(c)(3) non-profit corporation providing recreational, educational and support opportunities to the youth and residents of the County;

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

**WHEREAS**, the safety, health and general welfare of the citizens of Hidalgo County is a common objective of both parties.

**WHEREAS**, BGC collaborates with partners in the community to provide supervised recreational, educational and support opportunities to the youth and residents of the County through the Boys & Girls Club Weslaco Facility (“Facility”);

**WHEREAS**, the Facility is owned by the City of Weslaco (“City”) but reserved for the use of the BGC through a public service contract renewed each year.

**WHEREAS**, the Facility is no longer able to meet the needs of the community and has been forced to impose registration caps for its services;

**WHEREAS**, BGC and City have entered into a separate agreement for the expansion of the Facility, wherein BGC is to provide funding for the expansion project.

**WHEREAS**, BGC has secured nearly 70% of the estimated project cost, and is seeking to obtain the remaining 30% from grants, partners, and funding from local governmental entities.

**WHEREAS**, County desires to assist BGC by contributing towards its fundraising goal in an effort to further the public purpose of the Facility.

**NOW, THEREFORE**, in consideration of the mutual promises, terms, and conditions expressed between the parties hereto, it is understood and agreed by and between the County and BGC as follows:

1. All of the above statements are incorporated herein and fully restated.
2. BGC in coordination with City will be responsible for all aspects of the Facility Expansion Project.
3. County will contribute a one-time lump sum to BGC in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00) in furtherance of the public purpose as described above.
4. BGC agrees to establish and maintain all necessary records and reports that may be required by the County to show the amount of funds furnished by County have been used exclusively for the public purpose in accordance with this agreement.
5. BGC agrees to return to County any and all contributed funds, upon written notice from County, should it fail to maintain records or use the funds in accordance with this agreement.
6. BGC agrees that if the project is discontinued then all remaining monies shall revert back to County.
7. Upon completion of the Facility expansion project, the County shall be released of all duties imposed by this agreement and shall have no further obligation to BGC.
8. **Conflict of 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 this 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
9. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
10. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through

any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by BGC and County, and not otherwise.

11. **Insurance:** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
12. **Indemnification:** To the extent permitted under the Constitution and laws of the State of Texas, Parties agrees to indemnify, hold harmless, and defend each other, their agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by the other party, by reason of any and all claims, demands or causes of action asserted or that may be asserted, arising out of, or in any manner related to that parties obligations under this agreement.
13. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.
14. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests 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 BGC:           Boys and Girls Club  
                          Attention:

If to County:       Hidalgo County, Texas  
                          Attn: Hon. Richard F. Cortez, Hidalgo County Judge  
                          100 E. Cano St. – 2<sup>nd</sup> Floor  
                          Edinburg, Texas 78539

With copy to: Hon. David L Fuentes, Commissioner, Pct. No 1.  
1902 Joe Stephens Ave. Ste. 101  
Weslaco, Texas 78596

15. Each notice, demand, request or communication which shall be 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.
16. **Additional Documents:** The parties hereto covenant and agree that they will execute 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.
17. **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.
18. **Assignment:** This Agreement shall not be assignable.
19. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
20. **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 as often as may be appropriate.
21. **Authority to Execute:** The execution and performance of this Agreement by BGC and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the BGC and County in accordance with its terms.
22. **Governmental Purpose:** County is entering into the 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.
23. **Commitment or Current Revenues Only:** 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 hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

24. **Termination.** This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. The parties intend this provision to be a continuing right to terminate this Agreement.
25. **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 BGC and County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other protected category.
26. **No Waiver of Immunities/Defenses:** Nothing in this Agreement is intended to and the BGC and County do not hereby waive, release or relinquish any right to assert any of the defenses the BGC or County may enjoy by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to the BGC or County as to any claim or action of any person, entity, or individual against the BGC or County.

**(Signature Page to Follow)**

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

**APPROVED BY COMMISSIONERS' COURT ON DECEMBER 10, 2024.**  
**Agenda Item No. 97446 Executive Office: \_\_\_\_\_**

**BGC:**  
**BOYS AND GIRLS CLUB WESLACO**

*Mary Gallardo*  
**Mary T. Gallardo, Chief Executive Officer**

**COUNTY:**  
**COUNTY OF HIDALGO**

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

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

\_\_\_\_\_  
**Michelle Lopez, Assistant District Attorney**

**ATTEST:**

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

**ATTACHMENTS:**

**SUPPLEMENTAL SIGNATURES:**