

COUNTY OF HIDALGO §
STATE OF TEXAS §

**MEMORANDUM OF UNDERSTANDING
TO DESIGNATE PARKING SPACES FOR VETERANS**

This Memorandum of Understanding (“MOU”) is made on this 15th day of April, 2025, by and among the **COUNTY OF HIDALGO, TEXAS** (the “County”), and the University of Cosmetology Arts & Science McAllen (UCAS)/(educational institution), located within the County of Hidalgo.

WHEREAS, the County and the educational institution desire to recognize the service that U.S. military veterans (the “Veterans”) have made for their country and the personal sacrifices that many of them have endured in the process of that service; and

WHEREAS, the general welfare of the Veterans is a common objective of the County and the educational institutions; and

WHEREAS, it is the objective of the County and UCAS to collaborate with each other to ensure that the Veterans have convenient access to buildings owned by the County and the educational institutions; and

WHEREAS, the County and UCAS desire to provide the Veterans with specially designated parking spaces located close to the entrances to the buildings of the County and UCAS commonly accessed by citizens of the County and the educational institution; and

WHEREAS, the County has agreed to provide signage to the UCAS for the purpose of designated specific parking areas to be utilized by the Veterans; and

WHEREAS, the purpose of this MOU is to memorialize the understanding between the parties that the County will provide UCAS with such signage on the condition that the educational institution agrees to designate such parking areas; and

WHEREAS, the educational institution has agreed to designate parking areas to be utilized by the Veterans; and

WHEREAS, the County finds that this MOU serves a public purpose for the health, safety, and well-being of the residents 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 the educational institutions as follows:

1. Responsibilities of the County. The County will provide the educational institutions with signage to indicate that specific parking spaces with access to public buildings owned and operated by the educational institution are set aside for the Veterans. If requested by the educational institutions, the County will agree to install the signage at the designated parking spaces.

2. Responsibilities of the educational institutions.

(a) The educational institutions will designate parking spaces for the Veterans near the entrances to buildings of the educational institution that are regularly accessed by the public.

(b) The educational institutions will notify the County, in writing, of the amount of signage that it needs for the designated parking spaces.

(c) At the time the educational institutions requests the signage from the County, it will notify the County:

(i) That the educational institutions desires for the County to install the signage; or

(ii) That the educational institutions will install the signage.

3. Effective Date. This MOU is effective upon the date that it is executed by both parties and ends on _____, 202__. 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. Assignment. Neither party shall assign any right, benefit, or duty under this MOU without the other party's prior written consent.

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. In case any one or more provisions of this MOU are for any reason held 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.

20. The execution and performance of this MOU by the County and the educational institutions 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 the educational institutions in accordance with its terms.

[Signature page follows.]

EXECUTED TO BE EFFECTIVE as indicated above.

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

educational institution:

UCAS McAllen

By: _____
NINFA GARZA, Executive Director