

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO,  
TEXAS AND ALTACAIR FOUNDATION**

THIS Memorandum of Understanding (“MOU”) is made on and entered into, effective as of the **8th** day of **JULY, 2025**, by and between **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as (“County”), and **ALTACAIR FOUNDATION** hereinafter referred to as (“Organization”), collectively referred to as (“Parties”).

**WITNESSETH:**

**WHEREAS**, AltaCair Foundation is a 501(c) (3) organization that provides equitable access to essential human needs for the underserved and unserved in the RGV.

**WHEREAS**, the County is defined as a “Local Government” and a political subdivision organized under the laws of the State of Texas, and operates Community Resource Centers (CRC) within Hidalgo County for the purpose of serving the residents of the County of Hidalgo;

**WHEREAS** the PARTIES listed above have a common goal to promote the health, safety and welfare of the general public and are desirous of entering into this MOU to collaborate for the public purposes indicated herein.

**WHEREAS**, Organization desires to provide clothing and personal items at no charge to the County at local Community Resource Centers and County desires for the Organization to do the same.

**NOW THEREFORE**, County and Organization in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Organization shall provide to recipient CRC clothing and personal items as items become available to the Organization.
2. Organization and CRC shall coordinate dates and times to consult as to the type of products needed.
3. Organization will ensure that all clothing be cleaned before donation.

4. Clothing and products shall be kept at the recipient CRC and be made available to residents of the County on an as needed basis.
5. Parties agree to meet at coordinated times to discuss the needs and progress of the program.
6. Organization understands that other entities/organizations may donate clothing and personal items to the CRC.
7. **Term.** The initial term of this MOU shall be for a period of one (1) year unless sooner terminated and shall commence on the effective date as indicated above. This MOU shall automatically renew for successive one (1) year term(s) under the same terms and conditions unless sooner terminated.
8. **Termination.** Either party may terminate this MOU with or without cause with thirty (30) days written notice.
9. **Nature of Relationship.** 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 Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. Organization shall not represent that it or any of its agents or employees are agents or employees of the County.
10. **Conflict of Applicable Law.** Nothing in this MOU shall be construed to require the commission of any act contrary to law; and when any conflict between this MOU 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. In such event, the affected provision or provisions of this MOU shall be modified only to the extent necessary to bring them within the legal requirements, and only during the time such conflict exists.
11. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
12. **Indemnification.** To the extent authorized by the Constitution and the laws of the State of Texas, Organization shall indemnify and hold harmless Hidalgo County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Hidalgo

**County arising out of, resulting from, or connected with acts or omissions by Organization, its agents or employees, under this Agreement.**

13. **No Waiver.** No waiver by any party hereto of any breach of any provision of the MOU shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
14. **Entire Agreement.** This MOU contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any other representation or agreement in connection with this MOU, not specifically set forth herein. This MOU may be modified or amended only by agreement in writing, executed by Parties, and not otherwise.
15. **Notice.** Except as may be otherwise specifically provided in this MOU, 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 heretofore specified by written notice and delivered in accordance herewith:

**If to Organization:**

AltaCair Foundation  
Attention: Dr.Rashim Chandran, DPT, MBA, FACHE, President/CEO  
4925 South Jackson Road, Suite 5  
Edinburg, TX 78539

**If to County:**

Hidalgo County  
Attention: Richard F. Cortez, County Judge  
100 E. Cano, Second Floor  
Edinburg, TX 78539

**With copy to:**

Hidalgo County Precinct No. 4  
Attention: Ellie Torres, Commissioner  
1051 N. Doolittle Road  
Edinburg, TX 78541

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.

16. **Provisions.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
17. **Successors.** This MOU 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 MOU shall not be assignable.
19. **Headings.** The headings and captions contained in this MOU are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
20. **Gender and Number.** All pronouns used in this MOU 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. **Performance of Governmental Functions.** The County is entering into this MOU for the purpose of providing the services and functions outlined in this document and, if applicable, will pay for such services and any associated costs to execute this MOU out of current revenues available to the paying party as herein provided.
22. **Liabilities.** This MOU is not intended to extend the liability of the County beyond that provided by law.
23. **Immunities.** Nothing in this MOU is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.
24. **Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to execute any other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this MOU.
25. **Non-Discrimination.** The MOU 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 policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability or any other protected class under law.
26. **Commitment of Current Revenues Only (If Applicable).** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the

obligations of County under this Agreement, County may terminate this MOU upon ninety (90) days written notice to Organization. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this MOU. The parties intend this provision to be a continuing right to terminate this MOU at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903*: In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this MOU, County may terminate this MOU upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the MOU. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

**27. Required Contract Provision for Contracts Subject to Federal Award (if applicable):**

Pursuant to 2 CFR 200.327, if applicable, the provisions of Appendix II 2 CFR 200, as well as any contract clauses required by the Federal Emergency Management Agency (FEMA) are incorporated by reference into this agreement for all purposes should it be subject to Federal award.

**28. Authority to Execute.** The execution and performance of this MOU by Organization and County have been duly authorized by all necessary laws, resolutions or corporate action, and this MOU constitutes the valid and enforceable obligations of Organization and County in accordance with its terms.

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

**APPROVED BY COMMISSIONERS' COURT ON JULY 8<sup>TH</sup>, 2025.**

**Agenda Item No. 99888**

**Executive Office:** \_\_\_\_\_

**ORGANIZATION:**  
ALTACAIR FOUNDATION

**COUNTY:**  
COUNTY OF HIDALGO, Texas

\_\_\_\_\_  
Dr. Rashim Chandran, DPT, MBA, FACHE,  
President/CEO

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

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

**ATTEST:**

\_\_\_\_\_  
Michelle Lopez, ADA

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