

Memorandum of Understanding

This Memorandum of Understanding Agreement (MOU) is entered into by and between Hidalgo County Constable Precinct 4 and City of Edinburg, Texas, collectively referenced to as the "Parties".

The Parties hereto agree as follows:

City of Edinburg will allow Hidalgo County Constable Precinct 4 to use the Closed Runway/ Race Track property located at the South Texas International Airport at Edinburg for the purpose of training Deputies on the proper deployment of Stop Sticks to be used on a suspect fleeing vehicle. Training will be conducted on September 15, 2025, 8:00am to 5:00pm.

Other Provisions:

This MOU does not commit Hidalgo County Constable Precinct 4 to any current or future expenditures of funds in advance of, or more than, availability of appropriations, nor does this MOU obligate Hidalgo County Constable Precinct 4 to spend funds for any particular purpose, even if funds are available. No provision of this MOU is to be interpreted to require the obligation or expenditure of appropriated funds in violation of the Anti-deficiency Act.

This MOU is not intended to create, confer, grant, or authorize (and should not be construed as creating, conferring, granting, or authorizing) any right or benefit, privilege, or obligation, either substantive or procedural, enforceable at law or otherwise, by any person or entity, public or private, against the Parties, or the officers, employees, or agents or other associated personnel thereof. This MOU does not give rise to any rights or obligations binding under domestic or international law.

No Indemnification:

Neither Party to this MOU will indemnify or agree to assume any financial, legal, or other liabilities on behalf of the other Party.

If either Party receives notice of claim by a third party for any damage caused or related to the Parties or their agents, arising out of or in connection with the implementation of this MOU, the receiving Party will inform the other Party as soon as possible.

If either Party becomes aware of a breach of the terms of this MOU by one of the Parties' personnel or agent(s), the other Party shall be informed as soon as possible.

No Waiver of Governmental Immunity:

Neither Party to this MOU, by this agreement, waives governmental immunity from suit, or from liability, except as expressly set forth by the Texas Tort Claims Act or other Act of the Texas Legislature. The fact that the Parties have entered into this agreement shall not in any way constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both parties.

Entire Agreement:

This contract constitutes the entire agreement of the parties hereto and it may not be changed or altered except by agreement signed by the parties to this contract.

Governing Law:

THIS AGREEMENT 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.

Date: _____

Hidalgo County Constable Precinct 4

Myra L. Ayala, City Manager
City of Edinburg

APPROVED AS TO FORM:

Josephine Ramirez-Solis, City Attorney

Leigh Ann Tognetti,
Assistant District Attorney