



**TEXAS WORKFORCE COMMISSION
AND
HIDALGO COUNTY HEALTH AND HUMAN SERVICES
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is between the **Texas Workforce Commission** (TWC) and **Hidalgo County Health and Human Services** (Entity). TWC and Entity are jointly referred to herein as "the Parties" and individually as "the Party."

ARTICLE I – DEFINITIONS

TWC:

Address: 101 East 15th Street, Room 316T
City and Zip: Austin, Texas 78778-0001
Contact Person: Monica Guerrero
Title: Operations Coordinator
Telephone: 956-984-7210
E-mail Address: Monica.Guerrero@twc.texas.gov
Contract Manager: Breana Gibson
Telephone: 737-443-7468
E-mail Address: Breana.Gibson@twc.texas.gov

ENTITY:

Street Address: 300 E Hackberry Ave,
City and Zip: McAllen, TX 78501
Contact Person: Rigoberto Hinojosa
Title: Division Manager III
Telephone: 956-383-6221
E-Mail Address: rigoberto.hinojosa@hchd.org

MOU EFFECTIVE DATE: January 14, 2026, or the date of last signature by the Parties, whichever occurs last ("Effective Date").

MOU EXPIRATION DATE: December 31, 2026 ("Expiration Date").

OPTIONAL RENEWAL PERIOD(S): TWC has the option to renew for two (2) optional one (1) year renewal period(s).

ARTICLE II - SERVICES TO BE PERFORMED; DUTIES AND RESPONSIBILITIES

2.01. This MOU between the TWC and the Entity is for the purpose of providing TWC twenty-four (24) reserved parking spaces in the Hidalgo County Health and Human Services parking lot located at 300 E Hackberry Ave, McAllen, TX 78501 (the "Premises").

2.02. Entity shall comply with the following provisions.

A. Entity shall provide 24 assigned parking spaces.

2.03. TWC shall comply with the following provisions.

A. TWC shall provide TWC employees parking sticker that will be displayed on vehicles.

B. Ensure TWC staff only utilize the parking during business hours/days only defined as Monday – Friday between 6:00am – 6:00pm.

C. TWC staff are to back into the parking spaces.

D. The county is not responsible for any accidents involving TWC staff driving on the property.

E. The county will not be responsible for or cover damage to vehicles resulting from vandalism and/or incidents like flying debris or weather-related events.

ARTICLE III - TERM; AMENDMENT; RENEWAL; EXTENSION

3.01. Term.

The term of this MOU and the Parties performance of the MOU shall begin on the MOU EFFECTIVE DATE. The term of this MOU shall expire on the MOU EXPIRATION DATE, unless terminated sooner in accordance with the following Termination Provisions:

A. **Convenience of the Parties.** The Parties may terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days' advance written notice, if

either Party determines that such termination is in its best interest. In the event of such a termination, the Parties shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The RECEIVING AGENCY shall be liable for payments limited only to the portion of work authorized in writing and that has been completed, delivered, and accepted. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination. The Parties shall have no other liability including no liability for any costs associated with the termination.

- B. **Termination for Cause.** TWC may terminate this contract for cause or take other actions including requiring the other party to take specific corrective actions in order to remain in compliance with any contractual term, requesting repayment of reimbursement made to the other party based on findings of violations of contract requirements, and withholding of payment until the other party is in compliance with the terms of the Contract.
- C. **Change in Federal or State Requirements.** If Federal or State laws or regulations or other Federal or State requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under the Contract.
- D. **Survival of Terms.** Termination of this Contract for any reason shall not release the Parties from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

The Parties executing this MOU bind themselves to the faithful performance of this MOU. It is mutually understood that this MOU shall not become effective until signed by all parties involved.

3.02. Amendment. Any changes, deletions, extensions, or amendments to this MOU shall be in writing and signed by TWC and Entity.

3.03. Renewal. This Contract may be renewed in writing prior to the EXPIRATION DATE upon mutual agreement under the same terms and conditions for two (2) one (1) year renewal period(s) based on

RECEIVING AGENCY's determination of the PERFORMING AGENCY's current compliance with all terms of the Contract, PERFORMING AGENCY's satisfactory response to any past compliance issues, RECEIVING AGENCY's continuing need for the service, and available funding.

ARTICLE IV – TEMPORARY USE OF PARKING SPACES

- 4.01** The Parties are acting in accordance with 40 Texas Administrative Code § 800.9, Texas Labor Code § 301.021, and Texas Government Code § 551.073 and § 575.005, which allow TWC to accept services, money, or property that TWC determines furthers its lawful objectives.
- 4.02** To satisfy the requirements for TWC to accept the temporary use of the Entity's parking spaces under 40 Texas Administrative Code § 800.9, the Parties agree as follows:
- A. The Entity desires to provide TWC with the temporary use of the parking spaces. The Parties agree that the value of the parking spaces is \$45 per space per month. Accordingly, the aggregate value of the parking spaces for the initial term of this MOU is \$12,960, and the aggregate value including all optional renewal terms is \$38,880.
 - B. The Entity represents and warrants that, as of the Effective Date, it owns the parking spaces.
 - C. The Parties agree to the restrictions on the parking spaces set forth in this MOU.
 - D. TWC has determined that it may accept the temporary use of the parking spaces, which will further TWC's lawful objectives.
 - E. TWC advises the Entity to seek legal and/or tax advice from its own legal counsel.

ARTICLE V – TERMS AND CONDITIONS

- 5.01.** This MOU represents the entire agreement of the Parties and supersedes any and all prior or contemporaneous oral or written statements, agreements or negotiations.

ARTICLE VI - SIGNATURE AUTHORITY

The undersigned signatories represent and warrant that they have full authority to enter into this MOU on behalf of the respective Parties named below.

IN WITNESS WHEREOF, the Parties hereby execute this MOU to be effective on the Effective Date, or the date of last signature by the Parties, whichever occurs last ("Effective Date").

Texas Workforce Commission

Hidalgo County Health and Human Services

Signature

Signature

Print Name: Lowell Keig

Print Name: Richard F. Cortez

Title: Unemployment Insurance
Division Director

Title: Hidalgo County Judge

Date:

Date: