

**MEMORANDUM OF UNDERSTANDING
ON THE
MAINTENANCE, INSPECTION, AND FLUSHING OF FIRE HYDRANTS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this _____ day of _____, 2026, by and between the **County of Hidalgo, Texas (“County”)** acting by and through the **Hidalgo County Clerk’s Office** and **North Alamo Water Supply Corporation (“North Alamo”)** for the purpose of setting forth the parties’ understanding regarding the maintenance, inspection, and flushing of fire hydrants in the unincorporated areas of Hidalgo County.

Background

1. Pursuant to the Waterline Access Agreement (“WAA”) between County and North Alamo, which is incorporated by reference as if fully set forth herein, the County is responsible for the maintenance, inspection and flushing of the fire hydrants (the “Services”).
2. North Alamo has indicated that it is willing to provide the Services in accordance with the WAA.
3. In recognition of and in consideration of North Alamo’s willingness to perform the Services in accordance with the maintenance, inspection, and flushing requirements contained in the WAA, the County is in agreement to allow North Alamo to perform the Services.

Provision of Services

4. County and North Alamo hereby agree that this MOU is entered into in order to provide the Services to **Hidalgo County**. This MOU does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
5. During the term of this MOU, North Alamo promises to render and provide the Services in accordance with terms contained in the WAA.
6. **Term.** This MOU shall be for a period of **one (1) year(s)**, commencing on **Month 00, 2021** and expiring on **Month 00, 2022**, and may be extended at the sole discretion of the County for an additional **one (1) year** term(s) under the same rates, terms, and conditions unless this MOU is terminated pursuant to the provisions herein, whichever occurs first.
7. **Consideration.** As consideration for rendering the Service provided for in this MOU, County agrees to pay the North Alamo the amounts specified in **Exhibit “A”** attached hereto.
8. **Limits of Liability.** North Alamo’s liability is limited to such as is described in the WAA.
9. **Assignment.** This MOU shall not be assignable in whole or in part by either party without prior written consent of the other party.

10. Conflict with Applicable Law. Nothing in this MOU shall be construed so as to require the commission of any act contrary to law, and whatever 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 MOU, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

11. No Waiver. No waiver by County of any breach of any provisions of this MOU shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. Independent Contractor. It is expressly agreed that this MOU and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by North Alamo, and that North Alamo is an independent contractor under this MOU.

13. Notice. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to **County:** **The County of Hidalgo**
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

CC: **Hidalgo County Treasurer's Office**
Attn: Hidalgo County Treasurer
2810 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County Clerk's Office
Attn: Hidalgo County Clerk
P.O. Box 58
Edinburg, Texas 78540

If to **North Alamo:** **North Alamo Water Supply Corporation**
Attn: Steven P. Sanchez
420 S. Doolittle Road
Edinburg, Texas 78542

14. Provisions. In case any one or more of the provisions contained in this MOU 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 MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. Termination. This MOU may be terminated by either party without cause upon thirty (30) days written notice.

16. **Successors.** This MOU shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this MOU.
17. **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 North Alamo hereby consents to personal jurisdiction in Hidalgo County, Texas.
18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners 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 North Alamo. 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. 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 (90) days written notice to North Alamo, County agrees, however, to use best efforts attempt to obtain and appropriate funds for payment of the MOU.
19. **Headings.** The headings and captions contained 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.
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 the singular shall include the plural whenever and as often as may be appropriate.
21. **Authority to Execute.** The execution and performance of this MOU by County and North Alamo have been duly authorized by all necessary laws, resolutions or corporate action, and this MOU constitutes the valid and enforceable obligations of County and North Alamo in accordance with its terms.
22. **Entire Understanding.** This MOU contains the entire understanding between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any 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 the parties hereto, and not otherwise.
23. **Defenses and Immunities.** Notwithstanding anything contained in the WAA to the contrary, nothing in this MOU is intended to and the parties do not hereby waive, release or relinquish any right to assert any of the defenses either party enjoys by virtue of the state or federal constitution, laws, rules or regulations, and, where applicable, any sovereign, official or qualified immunity available to either party as to any claim or action of any person, entity, or individual against either party.

24. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this MOU.

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

COUNTY OF HIDALGO

ATTEST:

Richard F. Cortez, County Judge

Arturo Guajardo Jr., County Clerk

NORTH ALAMO WATER SUPPLY
CORPORATION

By: _____

Printed Name: _____

Title: _____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:
Office of the Criminal District Attorney

By: _____