THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO, TEXAS AND THE FOOD BANK OF THE RIO GRANDE VALLEY, INC.

This MEMORANDUM OF UNDERSTANDING is made is entered into this___day of _____ 2026, by and between the **COUNTY OF HIDALGO, TEXAS**, **BY AND THROUGH COMMISSIONERS PRECINCT 2** hereinafter referred to as the ("COUNTY"), a political subdivision of the State of Texas, and **FOOD BANK RIO GRANDE VALLEY, INC.,** hereinafter referred to as the ("FBRGV"), hereinafter referred to collectively as the ("Parties").

WHEREAS, COUNTY is a "local government" and a "political subdivision of the State of Texas;

WHEREAS, the FBRGV is a non-profit organization committed to improving lives of residents of the Rio Grande Valley area through food assistance, nutrition education, and access to community services; and

WHEREAS, COUNTY desires to enter into an agreement with FBRGV for collaborating on the mobile distribution efforts during the holiday season for the benefit of low-income and food insecure residents of the County who a struggling to put food on the table; and

WHEREAS, the Hidalgo County Commissioners Court finds that improving lives of residents of the Rio Grande Valley area through food assistance, nutrition education, and access to community services, including but not limited to mobile food distribution, serve a public purpose of improving lives by ensuring the health and safety, and general welfare of low-income and food insecure residents of the County of Hidalgo;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions expressed between the parties hereto, it is understood and agreed by and between the COUNTY and FBRGV as follows:

1. All of the above statements are incorporated herein and fully restated.

   The County agrees to provide FBRGV a lump sum in the amount of NINETY-NINE THOUSAND NINE HUNDRED AND NINETY-NINE DOLLARS AND NO CENTS ($99,999.00) to afford necessary expenses of expanding access to community services and food assistance through mobile distribution efforts during the holiday season for the benefit of low-income and food insecure residents of the County.

2. FBRGV agrees to conform to applicable purchasing laws, regulations, employment

policies and procedures with respect to any expenditures in relation to the funds provided under this agreement.

3. FBRGV shall deliver copies and/or records of all supporting expense documentation related to funds expenditures for services under this agreement to the County on a semi-annual basis until all funds are exhausted and/or when all funds are exhausted, or at any time upon request by the County during the required retention period.

4. FBRGV shall maintain supporting documentation for a minimum of three (3) years, and shall provide the County, County Auditor, and any of their duly authorized representatives, access to and the right to examine all books, accounts, records, files, and other paper, things or property belonging to or in use by FBRGV regarding the funds and services provided under this agreement.

5. Upon the exhaustion of funds provided to FBRGV by County under this agreement and the expiration of the required records retention period, the parties agree that the County and FBRGV will be mutually released of all duties imposed by this agreement.

6. County may suspend or terminate this agreement if FBRGV materially fails to comply with any term herein. Upon termination of this agreement, FBRGV shall transfer to County any unutilized funds provided under the terms of this agreement, if any, within thirty (30) business days.

7. **Conflict of Applicable Law:** Nothing in this agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between and provisions of their 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 contract, the latter shall prevail, but in such event the affected provisions or provision of the agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists.

8. **No Waiver:** No waiver by any party hereto of any breach of any provisions of the agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. **Entire Agreement:** This agreement 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 representation or agreement in connection with this agreement not specifically set forth herein. This agreement may be modified or amended only by agreement, in writing, executed by FBRGV and County, and not otherwise.

10. **TEXAS LAW TO APPLY:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. FBRGV hereby consents to personal jurisdiction in Hidalgo County, Texas.

11. **Notice.** Except as may be otherwise specifically provided in this agreement, 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 theretofore specified by written notice delivered in accordance herewith:

If to FBRGV:

FOOD BANK RIO GRANDE VALLEY
Attn. Libby Saenz, CEO
P.O. BOX 6251
McAllen, Texas 78502

If to County:

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

Each notice, demand, request, or communication, which shall be 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.

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

13. **Successors:** This agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns where permitted by this agreement.

14. **Assignments:** This Assignment shall not be assignable.

15. **Gender and Number:** All pronouns used in this agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and singular shall include the plural whenever and so often as may be appropriate.

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

17. **Governmental Purpose**: If applicable, each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.

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 agreement, County may terminate this agreement upon ninety (90) days written notice to FBRGV. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this agreement. The parties intend this provision to be a continuing right to terminate this agreement 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 agreement, County may terminate this agreement upon ninety (90) days written notice to FBRGV, County agrees, however, to use a best effort attempt to obtain and appropriate funds for payment of the agreement. 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).

19. **Term:** The effective date of this agreement shall be the date first written above. The term of the agreement shall extend until the exhaustion of funds provided to FBRGV by County under this agreement and the expiration of the required records retention period, and may be extended by mutual agreement of the parties.

20. **Termination:** Either Party may terminate this agreement with or without cause upon thirty (30) days written notice to each other.

21. **Liability Insurance:** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

22. **Immunities:** It is expressly understood and agreed that, in the execution of this agreement, neither FBRGV nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

23. **Non-Discrimination:** FBRGV and County, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. *See* Title VI of the Civil Rights Act of 1964, as amended.

24. **INDEMNIFICATION. FBRGV COVENANTS AND AGREES TO INDEMNIFY AND SAVE HARMLESS COUNTY, ITS EMPLOYEES, AGENTS, OFFICERS OR RGVS, FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS, AND CAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISING OR GROWING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.**

25. **Governing Provisions:** Parties shall comply with all applicable state and federal laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the revised 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

26. **Legal Construction/Severability:** In case any one or more of the provisions contained in this agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

27. **Headings:** The headings and captions contained in this agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of any paragraph hereof.

28. **Prior Agreements:** This agreement supersedes and terminates all previous agreement(s) between the parties hereto concerning the subject matter hereof, except for any agreement dated prior to this agreement to the extent work is being performed under said agreement at the time of executing this agreement. Once ongoing work under any such previous agreement(s) is completed and payment is remitted such previous agreement shall terminate at such time.

29. **Required Contract Provision for Contracts Subject to Federal Award (*if applicable*):** Pursuant to 2 CFR 200.327, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal

Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses can be found in the revised 2 CFR 200.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

BY: _____
Richard F. Cortez, County Judge

FOOD BANK RIO GRANDE VALLEY, INC.

BY: _____
Libby Saenz, Chief Executive Officer

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

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

By: _____
Victor M. Garza, Chief Administrative Attorney