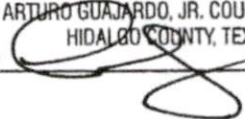


FILED
AT 4:30 O'CLOCK P.M.

SEP 07 2021

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY  DEPUTY

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HIDALGO, TEXAS AND THE HIDALGO COUNTY LOCAL
EMERGENCY PLANNING COMMITTEE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "Memorandum") is entered into on this _____ day of _____, 2021, by and between the **HIDALGO COUNTY LOCAL EMERGENCY PLANNING COMMITTEE**, hereinafter referred to as "LEPC", and the **COUNTY OF HIDALGO, TEXAS**, by and through its **Office of Emergency Management**, hereinafter referred to as "COUNTY", collectively referred to as the "Parties", as follows:

WITNESSETH:

WHEREAS, the LEPC is a not for profit organization established to carry out the responsibilities of a local emergency planning committee pursuant to Public Law 99-499, Superfund Amendments and Reauthorization Act of 1986 (SARA), Title III, and is a group of individuals approved by the Texas State Emergency Response Commission to meet the requirements of the federal Emergency Planning and Community Right-To-Know Act designated to represent Disaster District 21 in accordance with § 295.181 of Chapter 25 of the Texas Administrative Code; and

WHEREAS, the COUNTY is a Political Subdivision of the State of Texas, which by and through its Office of Emergency Management is committed to maintaining the safety and welfare of the County's residents through preparation, planning, mitigation, and response; and

WHEREAS, the COUNTY, by and through the Office of Emergency Management coordinates, among others, with local, state, and federal governments, public and private emergency response entities, and non-profits; and

WHEREAS, the COUNTY and LEPC share a common public purpose goal of ensuring and improving the safety, health and welfare of the citizens of Hidalgo County, including through providing education to the general public related to emergency preparedness and response; and

WHEREAS, the LEPC Has the desire to combine resources for the purpose of increasing the region's emergency preparedness and ability to respond to all emergencies and disasters, acts of terrorism, natural and man-made, through COUNTY; and

WHEREAS, the LEPC affirms that it obtained and currently maintains equipment through a Texas Commission on Environmental Quality (TCEQ) Local Emergency Planning Committee (LEPC) Grant Program; and

WHEREAS, the LEPC may transfer and/or loan Equipment to a political subdivision of the state pursuant to applicable Grant provisions, and this agreement.

WHEREAS, the equipment shall be used in support of the LEPC, by the COUNTY for requirement and needs, as described in the Hidalgo County Emergency Management Plan, including providing education to the general public related to emergency preparedness and response;

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants passing between the parties hereto, it is understood and agreed by and between COUNTY and LEPC, as follows:

1. In order to fulfill the goals of the LEPC's regional efforts for emergency preparedness and response, the Parties agree that the equipment described in Exhibit "A" attached hereto, will be made readily available, locally, region and state-wide for the purpose of educating the general public about emergency preparedness, and responding to acts of terrorism, manmade and natural disasters if requested under mutual aid.
2. The parties understand that the LEPC will retain ownership of the equipment listed in Exhibit "A" for the life of the equipment and/or until otherwise specified by the TCEQ, at which time County through the LEPC transfer and/or loan will obtain ownership of the equipment.
3. COUNTY agrees to meet eligibility status upon receiving equipment and must maintain eligibility status in accordance with the TCEQ eligibility requirements and/or upon the transfer of such equipment to COUNTY, verify that the recipient meets and maintains the same eligibility status in accordance with the TCEQ requirements.
4. COUNTY of Hidalgo agrees to, at a minimum, provide the equivalent insurance coverage for all such equipment listed in Exhibit "A" and/or upon the transfer of such equipment to COUNTY, secure and provide evidence to the LEPC of such coverage by the COUNTY and identify the LEPC as the Lien/Beneficiary and/or additional insure.
5. COUNTY agrees to maintain and repair the equipment listed in Exhibit "A" in good working condition for the life of the equipment and agrees to pay for any and all yearly maintenance agreements for equipment as applicable.
6. COUNTY agrees to notify the HCLEPC in writing within ten (10) days if should equipment be lost, stolen, or otherwise rendered unusable.
7. COUNTY agrees to provide an annual accounting, upon request, of the equipment to the HCLEPC for the purposes of any applicable grant reporting.

8. COUNTY agrees, within 60 days of receiving equipment, to tag equipment with appropriate identification labels in accordance with its Asset Accountability Procedures and state equipment inventory and tagging requirements.
9. COUNTY agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to any parts of supplies needed to maintain operability of equipment.

Entire Agreement. This Memorandum 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 representations or agreements in connection with this Memorandum not specifically set forth herein. This Memorandum may be modified or amended only by agreement in writing, as discussed below, executed by COUNTY and LEPC, and not otherwise.

Term. This Agreement becomes effective as of the day and year first written above. Either party may cancel it by giving thirty (30) days' notice to the other party; otherwise it remains in effect for one (1) year and may be renewed for three (3) time extension of one (1) year by written amendment signed by both parties. Any notice or communication required or permitted shall be given in writing.

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 any conflict between and provision 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 provision or provisions 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.

No Waiver. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Texas Law Applies. To the extent authorized by the Constitution and the laws of the State of Texas, LEPC shall indemnify and hold harmless 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 COUNTY arising out of, resulting from, or connected with acts or omissions by LEPC, its agents or employees, under this Agreement.

Immunities. Neither COUNTY nor LEPC, via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that COUNTY and LEPC 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.

Assignment. This Agreement shall not be assignable.

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

Performance of Governmental Functions. 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 to the paying party as herein provided.

Commitment of Current Revenues. 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 LEPC. 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 LEPC, COUNTY agrees, however, to use a best efforts 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.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications 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 COUNTY: Hidalgo County, Texas
County Judge
Honorable Ramon Garcia
c/o Ricardo Saldana
Chief, Hidalgo County Office of Emergency Management
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to LEPC: Hidalgo County Local Emergency Planning Committee
Chairperson
Robert Rene Alvarez, FSCEO
Assistant Fire Chief/EMC
Mission Fire Department
415 W. Tom Landry
Mission, Texas 78572

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.

Nondiscrimination. Company, 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. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

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 contract/agreement.

Required Contract Provision for Contracts Subject to Federal Award (if applicable). Pursuant to 2 CFR 200.326, a non-federal entity's contracts/agreements must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contract/Agreements under Federal Awards. Additionally, COUNTY Contracts/Agreements 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/agreements clauses were provided as applicable, and incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES effective as of the _____ day of _____, 2021;

**HIDALGO COUNTY LOCAL EMERGENCY
PLANNING COMMITTEE**

By: _____
Robert Rene Alvarez, Chairperson

COUNTY OF HIDALGO, TEXAS

By: Richard F. Cortez
Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr.

Arturo Guajardo, Jr., County Clerk



APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: VM Garza
Victor M. Garza, Assistant District Attorney

APPROVED BY
COMMISSIONERS COURT
ON: 9/7/21

EXHIBIT "A"

Memorandum of Understanding between the Hidalgo County Local Emergency Planning Committee (LEPC) and County of Hidalgo, by and through the Hidalgo County Office of Emergency Management: LEPC shall transfer/loan to COUNTY certain Equipment owned by LEPC for use by COUNTY, which is designated and identified as:

1. 2018 Ford T-350 VIN #1FTBW2XM6JKB04817 TX License Plates #
 KLK9967