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AT 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 AND THE FOOD BANK OF THE RIO GRANDE VALLEY,
INC.**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the **FOOD BANK OF THE RIO GRANDE VALLEY, INC.**, hereinafter referred to as "Food Bank RGV", and the **COUNTY OF HIDALGO, TEXAS**, by and through it's the **Hidalgo County Office of Emergency Management and Hidalgo County Health and Human Services**, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the COUNTY and Food Bank RGV have been working together for the safety, health and welfare of the citizens of Hidalgo County for over 20 years; and

WHEREAS, Under ESF-7, Logistics of the Hidalgo County Emergency Management Plan, the Office of Emergency Management, Hidalgo County Health and Human Services and the Food Bank RGV have worked hand in hand during times of emergency; and

WHEREAS, the Food Bank RGV has responded to emergencies by assisting with food distribution, health information dissemination, and has the capacity to assist with large-scale mobilization of emergency response material, food relief, donation management and general support; and

WHEREAS, the County, by and through the Office of Emergency Management and Hidalgo County Health and Human Services has shown a critical need for the available capabilities that the Food Bank RGV possesses; and

WHEREAS, the County Judge is authorized to accept donations offers of services, equipment, supplies, materials, or funds on behalf of the County for the purposes of emergency services or disaster recovery under Texas Government Code Chapter 418.074 of the Texas Government;

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 the Food Bank RGV to this agreement, as follows:

1. County and Food Bank RGV will collaborate to provide emergency aid and assistance to and for the benefit of the health, safety and welfare of the constituents.

2. Assistance will be provided by the Food Bank RGV, subject to availability of funding and resources, upon request by the Office of Emergency Management, and activated during periods of emergency situations and/or declares emergencies or disasters in accordance with this agreement and the Hidalgo County Emergency Management Plan ESF-7, Logistics
3. This agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor Food Bank RGV waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from third parties.
4. Food Bank RGV will have in place sufficient insurance to cover the general activities in which Food Bank RGV shall be taking part pursuant to this agreement, and shall provide evidence of such insurance to COUNTY upon request.
5. This agreement may be revised by mutual agreement set forth in writing and signed by both parties, or terminated by either party with at least ninety (90) days written notice to the other party.
6. This agreement will be governed by and construed in accordance with the laws of the State of Texas, and no statement shall be construed as being contrary to or in conflict with State or Federal law. Obligations and undertakings of each of the parties to this agreement shall be performable in Hidalgo County, Texas.

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

**FOOD BANK OF THE RIO GRANDE
VALLEY, INC.**

By: _____

Printed Name: _____

Title: _____

COUNTY OF HIDALGO, TEXAS

By: Richard F. Cortez
Richard F. Cortez, Hidalgo 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: Victor M. Garza
Victor M. Garza, Assistant District Attorney

APPROVED BY
COMMISSIONERS COURT
ON: 9/7/21 BMS