

STATE OF TEXAS :
 :
HIDALGO COUNTY :

MEMORANDUM OF UNDERSTANDING BETWEEN
HIDALGO COUNTY PRECINCT NO. 2
AND HIDALGO COUNTY PRECINCT NO. 4

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into between
HIDALGO COUNTY PRECINCT NO. 2 (Precinct No. 2) and HIDALGO COUNTY
PRECINCT NO. 4 ("Precinct No. 4") for the completion of the Citriana Village Storm Sewer
Drainage Project.

WHEREAS, County is a county in Texas;

WHEREAS, Precinct No. 2 is working on a drainage construction project known as
the "Citriana Village Storm Sewer Drainage Project" (the "Project");

WHEREAS, Precinct No. 4 has the available equipment and manpower to assist
Precinct No. 2 in completing the Project in a timely manner;

WHEREAS, Precinct No. 2 has requested equipment and labor assistance from
Precinct No. 4 for the timely completion of the Project and Precinct No. 4 has available the
equipment and labor to offer such assistance;

WHEREAS, Hidalgo Urban County Program ("UCP") shall provide funding to Precinct
No. 2 for the reimbursement to Precinct No. 4 for the labor and equipment used for the
Project;

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

- 1. Precinct No. 4 shall provide the labor and equipment necessary to complete the
Project as described herein in a timely manner.
2. Precinct No. 2 shall reimburse Precinct No. 4 for the labor and equipment used to
complete the Project within thirty (30) days of receipt of invoice from Precinct No. 4.
3. Precinct No. 4 shall use its best efforts to complete the work for the Project no later
than One Hundred and Eighty (180) days from the date of this MOU.
4. Termination. Either party shall have the right to cancel and terminate this entire
MOU, by giving the other party thirty (30) days written notice of such cancellation.

5. **Amendments.** This MOU shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.
6. **Texas Law to Apply.** The provisions of this MOU will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.
7. **Notice.** Except as may be otherwise specifically provided in this MOU, 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 Precinct No. 2: County Commissioner Precinct No. 2
Attention: Commissioner Palacios
301 East State
Pharr, TX 78577

If to Precinct No. 4: County Commissioner Precinct No. 4
Attention: Commissioner Garza
1102 N. Doolittle
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.

EXECUTED and effective on this _____ day of _____ 2009. ,

HIDALGO COUNTY

By: J.D. Salinas, III, County Judge

HIDALGO COUNTY PRECINCT NO. 2

Hector "Tito" Palacios, Commissioner

HIDALGO COUNTY PRECINCT NO. 4

Oscar Garza, Jr., Commissioner

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

By: Stephen Crain