



2. County will be responsible for the design, construction documents, and construction oversight for the park project excluding the donated lighted marquee sign and its installation.

3. Corporation will donate a forty foot (40') lighted marquee sign that will be stationed at the Linn-San Manuel Veterans Park. Along with the donated lighted marquee sign, the Corporation will obtain and donate the services and plans of a State of Texas licensed engineer. The services of an engineer are necessary to ensure the proper design of the sign that compliments the park development. Lastly, the Corporation will obtain and donate the services of certified/licensed professionals responsible for the installation of the lighted marquee sign according to specifications. The total amount of donated material and services are referenced in **Exhibit A** – Letter from Linn-San Manuel Community Improvement Corporation regarding donation of marquee sign & service(s) & schematics of marquee sign, all of which are incorporated into this MOU for all purposes.

4. Prior to commencement of sign construction activities, the Corporation in coordination with the County's procured engineer will designate the location of the sign at the expense of the Corporation.

5. County shall construct the park by County's own forces or by third party contractor(s) in accordance with plans and specifications prepared by an engineer with the exemption of the donated marquee sign and professional services.

6. Both parties acknowledge and agree to the shared access and use of the donated marquee sign located on the county grounds until such time that the Corporation's and County's engineers deem that it is successfully installed according to specifications. Once acceptance has been approved, the County will have sole access and use of the donated marquee sign.

7. County shall be responsible to unlock and lock gates to county grounds and the public shall have access to use of the Linn-San Manuel Veterans Park during regular park hours except during school hours as agreed upon with the County and E.C.I.S.D.

8. The term of this Agreement commences on the effective Date and shall continue thereafter until all the obligations of both Parties have been met pursuant to this Agreement. The Agreement may be terminated by written mutual agreement of both Parties, or by either Party upon thirty days (30) written notice.

9. Both Parties agree that the schedule for completion of construction for the donated sign shall be on or before August 2021.

10. This Agreement may not be assigned without prior written consent executed by both parties hereto.

11. Time shall be of the essence of this Agreement.

12. This Agreement and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

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

15. All notices, demands or requests required or permitted under this Agreement shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the as set forth below:

**If to County:**

Hidalgo County, Texas  
Attn: Richard Cortez, County Judge  
100 East Cano, 2<sup>nd</sup> Floor / P.O. Box 1356  
Edinburg, Texas 78540

**If to Corporation:**

Linn-San Manuel Community  
Improvement Corporation  
Attn: Carlos X. Guerra, Chairman  
PO Box 345  
Linn, Texas 78563

16. This Agreement contains the entire agreement between the parties and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

17. Should either party be in default under any of the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing and the defaulting party shall have a period of thirty (30) days from the receipt of such notice to cure the default.

18. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity or individual against County.

19. Nothing in this Agreement is intended to and CORPORATION does not hereby waive, release or relinquish any right to assert any of the defenses Corporation enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to CORPORATION as to any claim or action of any person, entity, or individual against CORPORATION.

20. CORPORATION and COUNTY agree to maintain liability insurance or a reserve account, covering its respective activities in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code.

21. To the extent allowable by law, in the event Corporation should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the County as a result of intentional conduct, negligence or otherwise, Corporation shall hold County harmless from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Corporation's intentional actions or negligence. This clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary. With this notation, it is understood that liability of the sign will be the responsibility of the Corporation until such time that the Corporation's procured engineer and the County's procured engineer find that delivery and

installation have been successful according to specifications. Once completed, the County will be responsible for liability and maintenance after all warranty products have expired.

22. To the extent allowable by law, in the event County should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the Corporation as a result of intentional conduct, negligence or otherwise, County shall hold Corporation harmless from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the County's intentional actions or negligence. This clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

23. To the extent allowable by law, the parties hereto agree to indemnify and hold harmless the other party from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the transactions contemplated herein.

24. This Agreement constitutes the entire Agreement between the County and the Corporation relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the County or the Corporation not set forth herein.

25. **THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**

26. The Parties, including their contractors, subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), color, national origin, sex, age, or disability 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.

27. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

28. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, 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 are attached as **Exhibit B** and are incorporated herein and made part of this agreement for all purposes.

29. 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.

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

**HIDALGO COUNTY**

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

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

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

By: \_\_\_\_\_  
Robert Vina III, Assistant District Attorney

**LINN-SAN MANUEL COMMUNITY  
IMPROVEMENT CORPORATION**

By: \_\_\_\_\_

Carlos X. Guerra

Title: Chairman, Linn-San Manuel Community  
Improvement Corporation

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Counsel for Linn-San Manuel Community Improvement Corporation

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**APPROVAL OF  
MEMORANDUM OF UNDERSTANDING**

In accordance with Texas Government Code §791.014, the County of Hidalgo, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding the certain design and development of the **Linn-San Manuel Veterans Park**, located within the boundaries of Linn-San Manuel; through a Memorandum of Understanding to be entered into between the Linn-San Manuel Community Improvement Corporation and the County of Hidalgo.

By vote on \_\_\_\_\_, the Hidalgo County Commissioners Court has approved the Project identified above.

\_\_\_\_\_  
By: Richard Cortez, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM:**

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

By: \_\_\_\_\_  
Robert Vina III, Assistant District Attorney