

THE STATE OF TEXAS       §  
  §  
COUNTY OF HIDALGO       §

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO AND THE LINN-SAN MANUEL COMMUNITY IMPROVEMENT CORPORATION**

**THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (“Agreement”)** is made and entered the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between **HIDALGO COUNTY, TEXAS**, (“County”) and **THE LINN-SAN MANUEL COMMUNITY IMPROVEMENT CORPORATION** (“Corporation”).

**WITNESSETH:**

**WHEREAS**, the Corporation is established as a Texas Non-Profit 501(c)(3) Charitable Corporation under the laws of the State of Texas for the purpose of community, neighborhood development, improvements (General) which assists and benefits the general community within the Corporation’s boundary; and

**WHEREAS**, County is a local government of the State of Texas; and

**WHEREAS**, on or about the 13<sup>th</sup> day of April, 2021, the Corporation and County entered into an Memorandum of Understanding (“MOU”) regarding the donation and installation of a lighted marquee sign within the boundaries of the Linn-San Manuel Veterans Park, which parties acknowledge serves a public purpose and is in the best interest of the County and Corporation and each will benefit from the development of the premises of the project design; and

**WHEREAS**, Corporation and County now desire to amend the MOU to add a stone base to the initial design of the marquee sign, and the Corporation has provided correspondence, schematic and invoice regarding the additional donation and installation attached hereto as **Exhibit 1**.

**NOW, THEREFORE**, for and in consideration of the terms and provisions set forth herein, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Corporation hereby agree to the following amendment to the MOU.

1. The correspondence, schematic and invoice referencing the Corporation’s additional donation of a stone base to the marquee sign and installation of the same is attached hereto as Exhibit 1 and incorporated herein for all purposes.
2. Exhibit A of the underlying MOU, consisting of the correspondence, schematic and invoice reflecting Corporation’s initial donation, is amended by the addition of the items attached hereto in Exhibit 1, and incorporated therein for all purposes.
3. The MOU is amended to include the Corporation’s additional donation of the stone base to the previously donated marquee sign as described in Exhibit 1. As well as, obtaining and donating the

services and plans of a State of Texas licensed engineer as necessary to ensure the proper design of the sign that compliments the park development, and obtaining and donating the services of certified/licensed professionals responsible for the installation of the stone base according to specifications.

4. Except as modified herein, all terms and conditions of the MOU, including Approval of Memorandum of Understanding, remain in full force and effect. County and Corporation ratify and confirm the terms and provisions of the Agreement as amended herein.

**EXECUTED** and effective as of the day and year first written above.

**THE COUNTY:  
COUNTY OF HIDALGO, TEXAS**

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

**THE LINN-SAN MANUEL COMMUNITY  
IMPROVEMENT CORPORATION:**

By: \_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_  
Title: President of Linn-San Manuel Community Investment Corporation

**ATTEST:**

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

Approved by Commissioners Court on: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Office of the Hidalgo County Criminal District Attorney  
Ricardo Rodriguez, Jr.

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