

County of Hidalgo §
State of Texas §

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
HIDALGO COUNTY COMMUNITY SERVICE AGENCY AND PANHANDLE
COMMUNITY SERVICE, INC., A COMMUNITY ACTION AGENCY**

PARTIES

This Memorandum of Understanding, hereinafter, “Agreement” is made on this _____ day of March, 2024 by and between **THE COUNTY OF HIDALGO, TEXAS** by and through its **COMMUNITY SERVICE AGENCY**, hereinafter referred to as “Hidalgo CSA”, with administrative offices located at 2524 N. Closner Blvd., Edinburg, Texas, 78541, and **PANHANDLE COMMUNITY SERVICE, INC**, a nonprofit organization, hereinafter referred to as “Panhandle CS”, located at 1309 SW 8th Ave., Amarillo, Texas, 79101, referred to collectively as “the Parties”.

PREAMBLE

WHEREAS, a series of wildfires broke out in the Texas Panhandle on February 26, 2024 and burned uncontrolled for almost three weeks, resulting in extensive damage to the region; and

WHEREAS, on February 27, 2024, Governor Greg Abbott declared a state of disaster in the affected counties and authorized the use of all available resources of political subdivisions that are reasonably necessary to cope with the disaster; and

WHEREAS, Hidalgo CSA has equipment that is not currently in use; and

WHEREAS, Panhandle CS is a community action agency serving the residents of the affected counties, including by providing emergency relief services to eligible households; and

WHEREAS, the equipment shall be used in support of Panhandle CS’s disaster recovery services;

NOW THEREFORE, pursuant to Texas Government Code section 418.109 and with approval of the Hidalgo County Commissioners Court, the Parties agree to the following:

TERMS CONDITIONS AND PROCEDURES

SECTION 1. Equipment Sharing:

- A. Hidalgo CSA will transfer as a loan to Panhandle CS certain equipment owned by Hidalgo CSA for use by Panhandle CS, which is designated and identified as:
 - i. Mobile Service Unit Trailer (identifying info?)
 - ii. Equipment associated with the Mobile Service Unit, including but not limited to: garage fans, office furnishings, computer cradle point, and AED Defibrillator.

SECTION 2. In Consideration of the Equipment Sharing:

- A. Panhandle CS agrees to the following:
 - i. Panhandle CS will accept the transferred loan equipment in “as-is” condition and acknowledges that Hidalgo CSA makes no warranty in any manner as to the working condition for any purpose; and
 - ii. Panhandle CS will be responsible for all equipment insurance, repairs, and maintenance for the duration of this Agreement.
- B. Hidalgo CSA will receive no compensation from Panhandle CS for any equipment shared and/or transferred pursuant to this Agreement.
- C. Panhandle CS shall return to Hidalgo CSA the transferred loaned equipment upon request, upon termination of this Agreement, and/or when it is no longer needed by Panhandle CS for its intended purpose.

SECTION 3. Term of Agreement

The Term of this Agreement will begin on September 25, 2017 and shall terminate on October 15, 2017. This Agreement may be extended upon written agreement of the parties.

SECTION 4. Notices

All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt requested, to the following address:

TO PANHANDLE COMMUNITY SERVICE:
Magi York
Executive Director
1309 SW 8th Ave.
Amarillo, Texas 79101

TO COUNTY OF HIDALO:
County Judge Richard F. Cortez
Hidalgo County Community Service Agency
Attn: Jaime Longoria
Executive Director
2524 N. Closner,
Edinburg, TX 78539

SECTION 4. Termination

This Agreement may be terminated by either party by giving 5 (5) days written notice, to the other party hereto of the intention to terminate.

SECTION 5. Modification

This Agreement shall constitute the entire understanding of the Parties and shall supersede any prior agreement. This Agreement may be modified at any time in writing only by the mutual

consent of both parties. Changes shall be in the form of a modification and shall become effective upon signature by authorized individuals representing both parties.

SECTION 6. Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the Parties to this Agreement shall be performable in Potter County, Texas.

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

PANHANDLE COMMUNITY SERVICE, INC.

Magi York
Executive Director, Panhandle Community Service,
Inc.

COUNTY OF HIDALGO

Richard F. Cortez, County Judge

**HIDALGO COUNTY COMMUNITY SERVICE
AGENCY**

Jaime Longoria
Executive Director, Hidalgo County Community
Service Agency