

STATE OF TEXAS

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COUNTY OF HIDALGO



**MEMORANDUM OF UNDERSTANDING
THE COUNTY OF HIDALGO, TEXAS AND THE
LINN SAN MANUEL VOLUNTEER FIRE DEPARTMENT
C-21-0443-04-20**

This Memorandum of Understanding (“MOU”) is made on this 20 day of April 2021 by and between the **COUNTY OF HIDALGO, TEXAS (“COUNTY”)**, and **LINN SAN MANUEL VOLUNTEER FIRE DEPARTMENT (“LSMVFD”)**, with its principal office located at P.O. Box 72 Linn, TX 78542, collectively referred to as (“Parties”). The purpose of this Agreement is for County to transfer surplus equipment as outlined in the attached Exhibit “A” to LSMVFD in accordance with Texas Local Government Code sec. 263. This Agreement shall be fully executed and enforceable on the date it is signed by both Parties.

WITNESSETH:

WHEREAS, the Linn San Manuel Volunteer Fire Department is a non-profit entity defined organized under the laws of the State of Texas;

WHEREAS, the County is defined as a “Local Government” under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas;

WHEREAS, the safety, health and general welfare of the citizens of Hidalgo County is a common objective of both parties. Further, it is the objective of both parties to collaborate with each other to ensure and provide for the same for the citizens of Hidalgo County, including but not limited to, the terms provided herein; and

WHEREAS, Local Government Code sec. 263.152 (a)(4) provides that the Hidalgo Commissioner’s Court may dispose of property by donating it to a civic or charitable organization located in the county if it determines that: (A) undertaking to sell the property would likely result in no bids or a bid price that is less than the county's expenses required for the bid process; (B) the donation serves a public purpose; and C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property; and

WHEREAS, the surplus equipment identified in the attached Exhibit “A” is no longer needed by County for any purpose;

WHEREAS, Hidalgo County Commissioners Court hereby declares that the equipment list attached as Exhibit “A” is surplus property;

WHEREAS, County will transfer the surplus equipment identified in the attached Exhibit “A” to the LSMVFD to serve a joint public purpose of maintaining the LSMVFD’s and the County’s, shared, current and future infrastructure;

WHEREAS, the surplus equipment will be utilized to maintain infrastructure, property, and roads for the benefit of the health and safety of the constituents of the San Manuel Volunteer Fire Department and the Citizens of Hidalgo County; and

WHEREAS, LSMVFD will accept the transfer of the surplus equipment identified in the attached Exhibit “A.”

NOW THEREFORE, County and LSMVFD in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County hereby declares that the items identified in the attached Exhibit “A” is surplus property as defined by and in accordance with Texas Local Gov’t. Code sec 263.
2. County hereby finds that the transfer of the surplus items as identified in the attached Exhibit “A” to LSMVFD serves a public purpose.
3. County hereby transfers the surplus items identified in the attached Exhibit “A” to LSMVFD.
4. LSMVFD hereby accepts the transfer of the surplus items identified in the attached Exhibit “A.”
5. In consideration for the transfer of the equipment identified in the attached Exhibit “A”, LSMVFD agrees that County shall have no further financial responsibility for any relocation, transportation, repair, maintenance, or upkeep expenses related to the equipment being transferred.
6. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor LSMVFD 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.
7. This Agreement represents the entire agreement between County and LSMVFD and this Agreement supersedes all prior negotiations, representations, or agreements, either written or oral between the Parties. This Agreement may be amended only by written instrument signed by the governing bodies of both County and LSMVFD or those authorized to sign on behalf of those governing bodies.
8. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas.
9. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties that the remaining portions of this Agreement shall remain valid and in full force and effect to the extent possible.

10. The undersigned officer or agent is the properly authorized official who has the necessary authority to execute this Agreement, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.
11. This Agreement may be terminated in whole or in part by County or LSMVFD upon thirty (30) days written notice to the other party. Notices shall be directed as follows:

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539

If to Fire Department: Linn San Manuel Volunteer Fire Department
Attn: Jaime R. Guzman, Fire Chief
P.O. Box 72
Linn, Texas, 78542

With Copy to: Hidalgo County Sheriff's Office
Attn: J.E. Eddie Guerra, Sheriff
711 El Cibolo Rd
Edinburg Tx. 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.

12. **Commitment of Current Revenues Only.** 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 the 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 hereto.
13. **Nondiscrimination.** The parties agree that services and/or project proposals mutually agreed to shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable County or District policy, State or Federal law, including without limitation, race, color, national origin, religion, sex, age, veteran, status, or disability.
14. 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.

**THE LINN SAN MANUEL VOLUNTEER
FIRE DEPARTMENT**



Jaime R. Guzman, Fire Chief

THE COUNTY OF HIDALGO



Richard F. Cortez, County Judge

ATTEST



Arturo Guajardo, Jr., County Clerk



Approved by Hidalgo County Commissioners Court on:

APPROVED BY
COMMISSIONERS COURT
ON: 11/20/21 

APPROVED AS TO FORM:

Office of Hidalgo County Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: 
Robert Villa, Assistant District Attorney

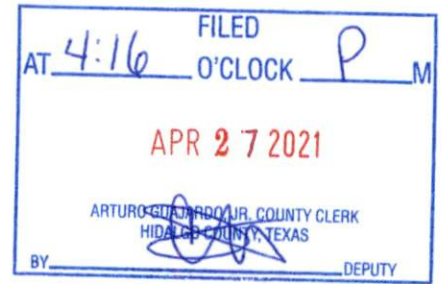
EXHIBIT “A”

SURPLUS PROPERTY

Description of Item
2008 Ford F-150

VIN
1FTRX12W18FB16701

Inventory Tag Number
Asset # 47747



**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN
HIDALGO COUNTY, TEXAS, AND THE LINN SAN MANUEL VOLUNTEER FIRE
DEPARTMENT**

In accordance with Texas Local Government Code sec. 263, the County of Hidalgo, Texas, acting by and through the Hidalgo County Commissioners Court, having declared the VEHICLE to be surplus property and then transferring the VEHICLE to the LINN SAN MANUEL VOLUNTEER FIRE DEPARTMENT, Texas, and whereby the LINN SAN MANUEL VOLUNTEER FIRE DEPARTMENT has accepted the transfer and agreed to bear the cost of all storage, transportation, and relocation related to the VEHICLE.

By vote on the date below, the Hidalgo County Commissioners Court has approved the Interlocal Cooperation Agreement, described above and authorized execution of this document by the County Judge of the County of Hidalgo, Texas.

Date: 4/26/21

By: Arturo Guadalupe Jr.

County Judge of Hidalgo

County Commissioners Court

APPROVED BY
COMMISSIONERS COURT
ON: 4/20/21