

**MEMORANDUM OF UNDERSTANDING  
BETWEEN TYLER COUNTY PRECINCT # 4  
AND SPURGER ESD # 2 FIRE DISTRICT  
DONATION OF THE USE OF EQUIPMENT AND MANPOWER**

This Memorandum of Understanding ("MOU") is made and entered into by and between the following parties: the **Spurger ESD # 2 Fire District** and **Tyler County Precinct # 4 ("County") Commissioner**.

**WHEREAS**, the **Tyler County Precinct # 4 Commissioner** consider aide of County equipment and manpower, and

**NOW, THEREFORE**, in consideration of the mutual agreements contained in this Memorandum of Understanding, the undersigned parties agree as follows:

**II. TERM**

This agreement, upon approval by Commissioners' Court and signature by both parties, is effective immediately for a term until the agreement is cancelled in writing by either party.

Either party may cancel, withdraw from, or terminate this MOU upon thirty (30) days prior written notice or until the current **Precinct # 4 Commissioner** vacates the office. The term of this MOU may be extended by written agreement of the parties thereafter.

**III. OBJECTIVE**

The purpose of this MOU is to document the parties' understanding and responsibilities in consideration of the donation of the use of equipment and manpower, for use in construction and improvement of said District property.

**IV. FINANCIAL PROVISIONS**

There will be no exchange of funds or other resources among the parties. The parties agree that nothing in this MOU shall compel or be interpreted to compel either party for payment of service rendered without a written amendment to this MOU.

**V. LIABILITY, IMMUNITY AND DEFENSES**

Nothing herein shall be deemed or construed to create a partnership or joint enterprise between the **Tyler County Precinct # 4 Commissioner** and **Spurger ESD # 2 Fire District**.

No party to this MOU shall be responsible for the acts of an employee of another party.

**VI. MISCELLANEOUS**

This MOU will not be construed to create any kind of partnership or other similar relationship between the parties, nor shall either party enter into obligations or commitments on behalf of the other party.

SPURGER ESD # 2  
PO BOX 645  
SPURGER, TEXAS 77660

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TYLER COUNTY COMMISSIONER PCT. # 4  
205 N. CHARLTON ST  
WOODVILLE, TEXAS 75979

Signature: \_\_\_\_\_

Print Name: CHARLES I "BUCK" HUDSON

Title: COUNTY COMMISSIONER PRECINCT # 4

Date: \_\_\_\_\_