

**MEMORANDUM OF UNDERSTANDING
BETWEEN TYLER COUNTY PRECINCT # 4
AND SPURGER INDEPENDENT SCHOOL DISTRICT
DONATION OF AIDE FOR USE OF EQUIPMENT AND MANPOWER**

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

WHEREAS, the Tyler County Precinct # 4 Commissioner may 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, to aide 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 Independent School 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 INDEPENDENT SCHOOL DISTRICT
PO BOX 38
SPURGER, TEXAS 77660

Signature _____

Print Name _____

Title: _____

Date: _____

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

Signature: _____

Print Name: CHARLES I "BUCK" HUDSON

Title: COUNTY COMMISSIONER PRECINCT # 4

Date: _____