

County of Hidalgo
State of Texas

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE
HIDALGO COUNTY SHERIFF’S OFFICE AND THE CITY OF SULLIVAN CITY,
TEXAS**

PARTIES

This agreement is entered into by and between the Hidalgo County Sheriff’s Office, hereinafter referred to as (“HCSO”) and the City of Sullivan City, Texas, hereinafter referred to as (“CITY”), collectively referred to as (“PARTIES”).

PREAMBLE

WHEREAS, HCSO has certain surplus equipment; and;

WHEREAS, PARTIES share a joint public purpose of maintaining current and future infrastructure and maintaining the health and safety of its constituents, and CITY has a need for equipment (hereinafter “Equipment”) to continue in their efforts;

WHEREAS, HCSO affirms that it maintains Equipment that was obtained by a seizure and forfeiture pursuant to Chapter 59 of the Code of Criminal Procedure; and

WHEREAS, HCSO may transfer or loan Equipment to any other Municipal agency, pursuant to Article 59.06(b) of Texas Code of Criminal Procedure.

WHEREAS, the Equipment shall be used by City in support of emergency services to the benefit of the constituents of City and the citizens of Hidalgo County.

NOW THEREFORE, for good and sufficient consideration, PARTIES hereby agree as follows:

TERMS CONDITIONS AND PROCEDURES

SECTION 1. Equipment Sharing:

- a) HCSO will transfer as a loan to CITY certain Equipment owned by HCSO for use by CITY, which is designated and identified as:
 - i. 2008 White Ford F450 Vin # 1FTXW43R58EB56788

SECTION 2. In Consideration of the Equipment Sharing:

- a) HCSO and CITY agree to the following:
 - i. CITY will accept transferred loan Equipment in “as-is” condition and acknowledges that HCSO makes no warranty in any manner as to the working condition for any purpose; and

- ii. CITY will be responsible for all Equipment insurance, repairs and maintenance as required under Article 59.06(b) of Texas Code of Criminal Procedure
- b) HCSO will receive no compensation from CITY for any Equipment shared and/or transferred pursuant to this agreement.
- c) City shall return to HCSO the transferred loaned Equipment upon request, and/or when no longer used for the intended purpose, for applicable disposition under Article 59.06(b) of Texas Code of Criminal Procedure.

SECTION 3. Effective Date:

- a) The effective date of this agreement is _____, 2023.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

APPROVED BY COMMISSIONERS' COURT ON _____, 2023.

Agenda Item No. _____

Executive Office: _____

CITY OF SULLIVAN CITY, TEXAS

By: _____
Name, Title

Date

HIDALGO COUNTY SHERIFF'S OFFICE

By: _____
J.E. "Eddie" Guerra, Sheriff

Date

APPROVED AS TO FORM:
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Michelle Lopez, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk