

County of Hidalgo
State of Texas

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE
HIDALGO COUNTY SHERIFF’S OFFICE AND THE SULLIVAN CITY POLICE
DEPARTMENT**

PARTIES

This agreement is entered into by and between the Hidalgo County Sheriff’s Office, hereinafter referred to as (“HCSO”) and the Sullivan City Police Department hereinafter referred to as (“AGENCY”), 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 AGENCY has a need for equipment (hereinafter “Equipment”) to continue in their efforts; and

WHEREAS, HCSO affirms that it maintains Equipment which was obtained by a previous Property Transfer Agreement between PARTIES on June 20, 2016; and

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

WHEREAS, HCSO may dispose of surplus property by donating it to a civic or charitable organization located in the county, pursuant to Tex. Loc. Gov’t Code § 263.152(B), if it serves a public purpose; and

WHEREAS, the Equipment shall be used by AGENCY in support of emergency services to the benefit of the public, specifically the constituents of the Agency 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 Transfer:

- a) HCSO will transfer to AGENCY certain Equipment owned by HCSO, which is designated and identified as:
 - i. 2016 Chevrolet Tahoe Vin # 1GNLCDEC8GR150983

SECTION 2. In Consideration of the Equipment Transfer:

- a) HCSO and AGENCY agree to the following:

- i. AGENCY will accept transferred 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. AGENCY will be responsible for obtaining Equipment title transfer, Equipment insurance, repairs and maintenance.
- b) HCSO will receive no compensation from AGENCY for any Equipment transferred pursuant to this agreement.

SECTION 3. Effective Date:

- a) The effective date of this agreement is **January 23, 2024**.

(Signature Page to Follow)

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 January 23, 2024

Agenda Item No. 93841

Executive Office: _____

SULLIVAN CITY POLICE DEPARTMENT

By: _____
Chief Cortez

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

EXHIBIT “A”

Surplus Property

Description of Items:

- i. 2016 Chevrolet Tahoe Vin # 1GNLCDEC8GR150983