

County of Hidalgo §  
State of Texas §

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
HIDALGO COUNTY CONSTABLE PRECINCT 3 THE CITY OF ALTON FIRE  
DEPARTMENT**

**PARTIES**

This agreement is entered into by and between Hidalgo County Constable Precinct 3 (“**COUNTY**”) and the City of Alton Fire Department, (“**CITY FD**”) hereinafter referred to as “the Parties.”

**PREAMBLE**

**WHEREAS**, COUNTY has certain surplus equipment; and;

**WHEREAS**, CITY FD has the duty to protect life and property, and CITY FD has a need for equipment (hereinafter “Equipment”) to continue assist in their efforts;

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

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

**WHEREAS**, the equipment shall be used in support of the CITY FD requirements and needs, for the benefits of the constituents of the County of Hidalgo, within the City of Alton’s jurisdiction, as well as unincorporated areas of the County services under the County and City Rural Emergency Service Agreement.

**NOW THEREFORE**, for good and sufficient consideration, CITY FD and COUNTY hereby agree as follows:

**TERMS CONDITIONS AND PROCEDURES**

**SECTION 1. Equipment Sharing:**

a) COUNTY will transfer as a loan to CITY FD certain Equipment owned by COUNTY for use by CITY FD, which is designated and identified as:

i. 2007 CHEVROLET H3 HUMMER Vin # 5GTDN13E778234043

**SECTION 2. In Consideration of the Equipment Sharing:**

a) COUNTY and CITY FD agree to the following:

i. CITY FD will accept transferred loan Equipment in “as-is” condition and acknowledges that COUNTY makes no warranty in any manner as to the working condition for any purpose; and

ii. CITY FD will be responsible for all Equipment insurance, repairs and maintenance as required under *Article 59.06(b)* of *Texas Code of Criminal Procedure*

b) COUNTY will receive no compensation from CITY FD for any Equipment shared and/or transferred pursuant to this agreement.

c) CITY FD shall return to COUNTY 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 shall be on the \_\_\_\_day of \_\_\_\_\_, 2024.

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.

**HIDALGO COUNTY CONSTABLE PRECINCT 3**

By: \_\_\_\_\_  
Lazaro Gallardo, Jr., Constable

Date

**CITY OF ALTON FIRE DEPARTMENT**

By: \_\_\_\_\_  
Gus Ramirez, Fire Chief

Date