

FILED
AT <u>2:30</u> O'CLOCK <u>P</u> M
FEB 24 2017
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS DEPUTY

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN THE  
HIDALGO COUNTY CONSTABLE PRECINCT #3  
AND SULLIVAN CITY POLICE DEPARTMENT FOR EQUIPMENT TRANSFER**

This Agreement is entered into, by and between the HIDALGO COUNTY CONSTABLES OFFICE PRECINCT 3 (“CONSTABLE”) and the SULLIVAN CITY POLICE DEPARTMENT (SULLIVAN PD), pursuant to the authority granted and in compliance with the provisions of the TEXAS INTERLOCAL COOPERATION ACT, (the “Act”) Chapter 791, Texas Government Code, as follows:

**WHEREAS**, the HIDALGO COUNTY CONSTABLE PRECINCT #3 has certain surplus equipment and SULLIVAN CITY POLICE DEPARTMENT has a need for such equipment which will be utilized in the service of crime prevention and for law enforcement purposes (hereinafter “Equipment”).

**WHEREAS**, the HIDALGO COUNTY CONSTABLE PRECINCT #3 and the SULLIVAN CITY POLICE DEPARTMENT are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

**WHEREAS**, HIDALGO COUNTY CONSTABLE PRECINCT #3 affirms that the Equipment was obtained by a seizure and forfeiture pursuant to Chapter 59 of the Code of Criminal Procedure and the transfer of Equipment is allowable under *Article 59.06 Texas Code of Criminal Procedure*.

**NOW THEREFORE**, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to crime prevention and law enforcement, HIDALGO COUNTY CONSTABLE PRECINCT #3 and SULLIVAN CITY POLICE DEPARTMENT hereby agree as follows:

- EQUIPMENT SHARING**: CONSTABLE will permanently transfer to the SULLIVAN PD certain surplus designated Equipment owned by the CONSTABLE and which is identified as:

Description	County_Asset No.	Serial Number
1) 2004 Ford F-150	56523	1FTPW12544KA99105

- IN CONSIDERATION OF THE EQUIPMENT SHARING**: SULLIVAN CITY PD agrees to the following:

- SULLIVAN CITY PD will accept permanently transferred Equipment in “as-is” condition and acknowledges that CONSTABLE makes no warranty in any manner as to the fitness of the equipment for any purpose.

- B. The Equipment shall become the property of the SULLIVAN CITY PD upon transfer.
- C. SULLIVAN CITY PD will be responsible for all Equipment repairs and maintenance.
- D. SULLIVAN CITY PD agrees that Equipment shall be solely used for law enforcement purposes.
- E. SULLIVAN CITY PD agrees to maintain all necessary liability insurance on the EQUIPMENT to meet the minimum limits established by law.

3. INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE SULLIVAN CITY POLICE DEPARTMENT, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE COUNTY OF HIDALGO, TEXAS, THE CONSTABLE PRECINCT #3, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE EQUIPMENT (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF EQUIPMENT PROVIDED UNDER THIS AGREEMENT.

4. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

5. MISCELLANEOUS: This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties.

THE CONSTABLE WILL RECEIVE NO COMPENSATION FROM SULLIVAN CITY PD FOR ANY EQUIPMENT SHARED AND/OR TRANSFERRED PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE.

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

COUNTY OF HIDALGO

BY: Ramon Garcia

Ramon Garcia, County Judge

Date: 2/21/17

APPROVED BY:  
COMMISSIONERS' COURT  
11/1/16

BY: Lazaro Gallardo Jr.

Lazaro Gallardo Jr., Constable Pct 3

Date: 9/29/16

Attest:

Arturo Guajardo

Arturo Guajardo, County Clerk



Date: 2/24/17

SULLIVAN CITY

BY: Rosendo Benevides

Rosendo Benevides, Mayor

Date: 9-28-16

BY: Richard Ozuna

Richard Ozuna, Chief of Police

Date: 9-28-2016

APPROVED AS TO FORM  
Hidalgo County District Attorney's Office

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Josephine Ramirez-Solis, Assistant DA