

**DONATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS  
AND THE CITY OF SANTA CLARA, TEXAS**

**WHEREAS**, the City of Schertz is a Home Rule municipality in the State of Texas, established pursuant to its City Charter and the Texas Constitution; and

**WHEREAS**, the City of Santa Clara is a neighboring city seeking to establish a police department; and

**WHEREAS**, the City of Schertz finds that the proposed donation of certain surplus personal property will provide a public benefit; and

**WHEREAS**, the City of Schertz desires to donate surplus personal property, specifically a police vehicle as described herein, to the City of Santa Clara; and

**WHEREAS**, the purpose of this agreement is to memorialize the understanding between the City of Schertz and the City of Santa Clara outline the parties rights and obligations relating to the donation;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

**1) Donation**

- a. *The Donation.* The City of Schertz agrees to donate and transfer, and the City of Santa Clara agrees to accept, pursuant to the terms of this agreement, all title, right and interest in a 2012 Chevrolet Tahoe, VIN No. 1GNLC2E0XCR188641 with associated equipment (the “Property”).
- b. *Representations.* The City of Schertz represents and warrants that it has the ownership interest in the Property being donated to the City of Santa Clara and that the representative of the City of Schertz is authorized to make the donation and enter into this agreement on behalf of the City of Santa Clara.

**2) Use.** The City of Santa Clara agrees to use the Property for public safety enforcement and protection purposes of the City of Santa Clara, and pursuant to any mutual aid agreements or needs which exist or may arise between the parties, for the lesser of the useful life of the Property or five years. After such time, the City of Santa Clara shall own the Property without limitation.

**3) Condition.** The City of Santa Clara accepts the Property “as is,” and the City of Schertz makes no representations or warrants as to the condition or usefulness of the Property. The City of Schertz shall have no liability and the City of Santa Clara shall hold harmless the City of Schertz and its officials, employees, agents, and representatives from and against

any and all liability, actions, claims, demands, or damages arising out of the donation and use of the Property.

- 4) **Reversion.** If the City of Santa Clara does not use the Property for public safety protection purposes for the time period described in item (2), possession, title, and ownership of the Property shall revert to the City.
- 5) **Amendment.** This Agreement may be amended by written agreement of the parties. This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 6) **Immunities.** It is not the intent of either the City of Schertz or the City of Santa Clara that this Agreement waive any governmental immunities that they may enjoy pursuant to the Texas Constitution or the statutes of this state.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed as of the day and year indicated below:

**CITY OF SCHERTZ**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SANTA CLARA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_