

STATE OF TEXAS §
 §
HIDALGO COUNTY §

**INTERLOCAL AGREEMENT BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE
AND THE HIDALGO COUNTY CONSTABLE’S OFFICE, PRECINCT 3**

WHEREAS, the HIDALGO COUNTY HIDTA TASK FORCE and the HIDALGO COUNTY CONSTABLE’S OFFICE, PRECINCT 3 are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the HIDALGO COUNTY HIDTA TASK FORCE and the HIDALGO COUNTY CONSTABLE’S OFFICE, PRECINCT 3 have heretofore entered into an agreement providing for the exchange of governmental services relating to the HIDALGO COUNTY HIDTA TASK FORCE; and

WHEREAS, the HIDALGO COUNTY HIDTA TASK FORCE has certain surplus equipment and the HIDALGO COUNTY CONSTABLE’S OFFICE, PRECINCT 3 has a need for such surplus equipment which can be utilized in providing the service of crime prevention and law enforcement in and for the HIDALGO COUNTY CONSTABLE’S OFFICE, PRECINCT 3 and in relationship to the HIDALGO COUNTY CONSTABLE’S OFFICE, PRECINCT 3 contribution to the HIDALGO COUNTY HIDTA TASK FORCE.

NOW, THEREFORE, in consideration of the foregoing and the transfer certain surplus equipment, the HIDALGO COUNTY HIDTA TASK FORCE and the HIDALGO COUNTY CONSTABLE’S OFFICE, PRECINCT 3 hereby agree as follows:

- 1. The HIDALGO COUNTY HIDTA TASK FORCE will permanently transfer to the HIDALGO COUNTY CONSTABLE’S OFFICE, PRECINCT 3 certain surplus equipment owned by the HIDALGO COUNTY HIDTA TASK FORCE which is designated as**

**ONE (1) 2002 GMC SIERRA PICKUP TRUCK, VIN#1GTEC14VX2Z228210
(COUNTY TAG. 47397)**

Such surplus equipment is being permanently transferred in "as-is" condition and the **HIDALGO COUNTY HIDTA TASK FORCE** makes no warranty in any manner as to the fitness of the equipment for any purpose.

2. Such equipment is to be delivered to the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** and shall be solely used for "law enforcement purposes" by the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPTER 59.**

3. The **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3** shall solely be responsible for all expenditures and requirements of said equipment as set forth under **THE STATE OF TEXAS CODE OF CRIMINAL PROCEDURE, CHAPETER 59.**

Executed effective the _____ day of _____, 2009

COUNTY OF HIDALGO

BY: _____
JUAN D. SALINAS, COUNTY JUDGE

BY: _____
RENE GUERRA, COUNTY DISTRICT ATTORNEY

HIDALGO COUNTY HIDTA TASK FORCE

BY: _____
DORA L. MUNOZ, COMMANDER

HIDALGO COUNTY CONTABLE PRCINCT 3

BY: _____
LAZARO "LARRY" GALLARDO, CONSTABLE

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: SEH
Date: 7-8-09