

8/6/10

LOCAL AGREEMENT

STATE OF TEXAS X
COUNTY OF HIDALGO X

This LOCAL AGREEMENT is made and entered into by and between the Hidalgo County HIDTA Task Force, located in Hidalgo County, Texas, hereinafter, called "LAW ENFORCEMENT AGENCY", and the Criminal District Attorney of Hidalgo County, hereinafter, called "STATE'S ATTORNEY". This local agreement supersedes all other local agreements and will apply to all pending forfeiture cases filed after October 18, 1989.

- I. Parties, hereinafter mentioned, desire to enter in an agreement to dispose of forfeited "contraband", pursuant to Chapter 59 of the Texas Code of Criminal Procedure;
- II. All property found to be "contraband", pursuant to Article 59.01 of the State of Texas, with the attorney representing the state as an agent for the state, shall be subject to this agreement;
- III. The Criminal District Attorney of Hidalgo County represents the State of Texas regarding forfeiture of "contraband" seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure and;
- IV. Article 59.06 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the attorney representing the State and the Law Enforcement Agency to effect the disposition of contraband forfeited to the state.

THEREFORE, this LOCAL AGREEMENT is hereby made and entered into by Hidalgo County HIDTA Task Force and the Criminal District Attorney of Hidalgo County for the mutual considerations stated herein:

In consideration for services associated with forfeitures of contraband, the Law Enforcement Agency agrees to pay from the seized contraband or proceeds therefrom, all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants and all other related costs in the forfeiture of:

- 1. Real Estate, upon the sale of said real estate all costs are to be paid from the final sum received with the remaining amount to be paid according to the percentages in category #2;
- 2. Personal Property, including, but not limited to, vehicles, weapons, cell phones, etc., all personal property is to be forfeited to the Law Enforcement Agency, said property is to be used pursuant to Article 59.06 (b) of Chapter 59 of the Texas Code of Criminal Procedure; if said personal property is sold, proceeds from the sale of said property are to be divided as follows: 100% to the Law Enforcement Agency and 0% to the Criminal District Attorney's Office, except for passenger

vehicles which include pick-up trucks, sport utility vehicles, vans, tractor trailers, etc, are to be used for law enforcement purposes. The Law Enforcement Agency shall obtain the title to said vehicles and will be solely responsible for its use and maintenance. The Criminal District Attorney will not retain an interest in said vehicles and will be completely absolved of any liability.

The parties further agree that all other seized vehicle, except those mentioned above and not used for law enforcement purposes, are to be sold and proceeds disposed of in accordance with Chapter 59 of the Texas Code of Criminal Procedure.

All property seized, except for currency, bank accounts, and negotiable instruments, shall be kept in the possession of the Law Enforcement Agency. The Law Enforcement Agency shall be responsible for the upkeep and maintenance of said property and the Criminal District Attorney will be completely absolved of any liability. The parties further agree that the Law Enforcement Agency will account for all seized property in their possession until the property is disposed of by court order. Currency, bank accounts and negotiable instruments, etc., shall be the responsibility of the Criminal District Attorney. However, the parties agree that the Criminal District Attorney may exercise its discretion and allow the Law Enforcement Agency to maintain physical possession of currency, bank accounts and negotiable instruments, etc., where feasible.

All other personal property, not suitable for, nor desired for use, pursuant to Article 59 (b) of the Texas Code of Criminal Procedure, shall be forfeited to the Criminal District Attorney, as an agent for the State of Texas, and shall be sold at public auction. The net proceeds of said sale of said property, after deduction of sales expenses, shall be divided as follows: 100% to the Law Enforcement Agency and 0% to the Criminal District Attorney's Office.

For purposes of definition, "Personal Property" includes, but is not limited to, vehicles of all types, cell phones, jewelry, gold and other precious metals and tangible objects of value. The Law Enforcement Agency and the Criminal District Attorney's Office reserve the right to negotiate unique individual agreements on a case by cases basis to satisfy special requirements; however, if an agreement cannot be reached, this local agreement shall be binding.

3. Currency, Bank Accounts and Negotiable Instruments, are to be divided as follows: 100% to the Hidalgo County HIDTA Task Force and 0% to the Criminal District Attorney's Office, after costs have been paid.

The State's Attorney agrees that remaining contraband, after retention of the above stated portion for the Criminal District Attorney's Office, shall be retained by the Law Enforcement Agency for law enforcement purposes only.

The Law Enforcement Agency and the State's Attorney agree that all costs in the forfeiture of the above mentioned currency and property shall be first and the remaining sum be divided according to the percentage in this agreement. The parties further agree that percentages will be determined prior to the payment of costs.

The Agreement shall apply to currency or property seized by the Law Enforcement Agency on or after October 18, 1989. Currency and property shall be considered forfeited to the State once a forfeiture judgment has become final, and no Motion for New Trial or Notice of Appeal has been taken. Proceeds from the sale of real, personal, tangible or intangible property shall be apportioned within thirty (30) days of said sale, or pursuant to any other agreements reached between the parties. Distribution to each party shall be made according to this Local Agreement and Article 59.06 9 (a) of Chapter 59 of the Texas Code of Criminal Procedure.

The term of this agreement shall be for a period of one (1) year from January 31, 1992. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior to written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeitures under this Agreement, filed prior to the termination date, however, shall not be affected by such notices.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be affected by personal delivery, in writing or by certified mail. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mail notices shall be deemed communicated as of three (3) days after mailing or upon certified mail receipt.

The Law Enforcement Agency agrees to return all currency, real, personal, tangible or intangible property or proceeds therefrom, if a bill of review is successfully taken against the State.

The Law Enforcement Agency further agrees to pay all costs incurred if the State is not successful in forfeiting the seized contraband.

Signed, this ____ day of August, 2010

Rene A. Ramirez,
Hidalgo County Judge

Rene Guerra,
Hidalgo County Criminal District Attorney

Dora L. Munoz,
HIDTA Task Force Commander