

STATE OF TEXAS                    )  
  )  
COUNTY OF HIDALGO            )       **MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding is entered into, by and between the **COUNTY OF HIDALGO, TEXAS by and through the HIDALGO COUNTY HIDTA TASK FORCE**, hereinafter called "HIDTA", and the **PALMER DRUG ABUSE PROGRAM**, hereinafter called "PDAP".

WITNESSETH:

**WHEREAS**, HIDTA has certain surplus equipment and PDAP, a private, nonprofit community organization has a need for such surplus equipment which will be utilized to support drug abuse treatment, drug and crime prevention and education (hereinafter "Equipment");

**WHEREAS**, HIDTA and PDAP have common drug and crime prevention goals and the PDAP has a need for such Equipment to continue their efforts;

**WHEREAS**, HIDTA purchased the Equipment with Federal Asset Forfeiture Program Funds (Equitable Sharing), and the transfer of Equipment is allowable under *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies*.

**NOW THEREFORE**, to enhance cooperation amongst agencies and express their mutual commitment to drug and crime prevention, HIDTA and PDAP hereby agree as follows:

- 1. **EQUIPMENT SHARING:** HIDTA will permanently transfer to the PDAP certain surplus designated Equipment owned by HIDTA which is identified as:
  - A. Two (2) Dell Precision 380 CPU Towers

<u>County Asset No.</u>	<u>Serial Number</u>
1. 44487 ✓	1C9XS81 ✓
2. 44488 ✓	7C9XS81 ✓

2. **INDEMNITY:** TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, PDAP, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE COUNTY OF HIDALGO, TEXAS, HIDTA, 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 SURPLUS 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.

- A. PDAP will accept permanently transferred Equipment in "as-is" condition and acknowledges that HIDTA makes no warranty in any manner as to the fitness of the equipment for any purpose.
- B. PDAP will be responsible for all Equipment repairs and maintenance.
- C. PDAP agrees that Equipment shall be solely used to support drug abuse treatment, drug and crime prevention and education.

**3. TERMINATION:** This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

**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.

County will receive no compensation from PDAP for any EQUIPMENT shared and/or transferred pursuant to this agreement. This agreement becomes effective on the Date it is signed by both parties.

**COUNTY OF HIDALGO**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Ramon Garcia, Hidalgo County Judge

By: Rene Guerra Date 5/7/12  
 Rene Guerra, Hidalgo County District Attorney

By: Dora Munoz Date 5/7/2012  
 Dora Munoz, Commander, Hidalgo County HIDTA Task Force

**PALMER DRUG ABUSE PROGRAM (PDAP)**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Cynthia Morales, Executive Director

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Dr. Bruce Reed, Board President

APPROVED AS TO FORM  
 Hidalgo County District Attorney's Office  
 Josephine Ramirez Solis, Assistant DA

By: Josephine Ramirez Solis Date: 5/11/12