

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into, by and between the **HIDALGO COUNTY HIDTA TASK FORCE**, hereinafter called "HIDTA", and the **HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINCT 3**, hereinafter called "CONSTABLE 3".

WITNESSETH:

WHEREAS, HIDTA has certain surplus equipment and CONSTABLE 3 has a need for such surplus equipment which will be utilized in crime prevention and law enforcement (hereinafter "Equipment");

WHEREAS, HIDTA and CONSTABLE 3 have common law enforcement and crime prevention goals and close government ties and the CONSTABLE 3 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 local law enforcement agencies and express their mutual commitment to crime prevention and law enforcement, HIDTA and CONSTABLE 3 hereby agree as follows:

1. **EQUIPMENT SHARING**: HIDTA will permanently transfer to the CONSTABLE 3 certain surplus designated Equipment owned by HIDTA which is identified as:

A. One (1) Dell Precision 380 CPU Tower

<u>County Asset No.</u>	<u>Serial Number</u>
44489	CC9XS81

B. One (1) Dell Precision T3400 Minitower

<u>County Asset No.</u>	<u>Serial Number</u>
48732	4P9CQH1

2. **IN CONSIDERATION OF THE EQUIPMENT SHARING**: Constable 3 agrees to the following:

- A. CONSTABLE 3 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. CONSTABLE 3 will be responsible for all Equipment repairs and maintenance.
- C. CONSTABLE 3 agrees that Equipment shall be solely used for law enforcement purposes.

HIDTA will receive no compensation from CONSTABLE 3 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 upon thirty (30) days written notice.

COUNTY OF HIDALGO HIDTA TASK FORCE

By: _____ Date _____
Ramon Garcia, Hidalgo County Judge

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

By: *Dora Munoz* Date 5/2/2012
Dora Munoz, Commander, Hidalgo County HIDTA Task Force

HIDALGO COUNTY CONSTABLE'S OFFICE, PRECINT 3

By: _____ Date _____
Lazaro Gallardo

APPROVED AS TO FORM
Hidalgo County District Attorney's Office
Josephine Ramirez Solis, Assistant DA
By: *Josephine Solis* Date: 5/11/12