

JOURNAL ENTRY

JE- 144300

PREPARED BY: Sandra E. Flores

DATE: 9/17/2014

DUPLICATE

APPROVED BY: 

DATE: 9/30/14

Account Name	Account Number	Debit	Credit
1 GEN FD-UNDIST RECPT-COUNTY TREASURER	4-1100-227-30-000-021-0-000	25,400.00	
1 DUE FROM/TO CONST PCT4 INVESTIG HB65	4-1100-130-01-000-231-0-000		25,400.00
1 DUE FROM/TO GENERAL FUND	4-1231-130-01-000-100-0-000	25,400.00	
1 CONST PCT4 INVESTIG HB65-OTHER SERVICES	new 4-1231-421-00-294-003-0-350	3,965.00	
1 CONST PCT4 CCP59-SALE OF CAPITAL ASSETS	4-1231-392-10-000-000-0-000		29,365.00
2 CONST PCT4 CCP59-SALE OF CAPITAL ASSETS	4-1231-392-10-000-000-0-000	12,700.00	
2 DUE FROM/TO DA CCP59	4-1231-130-01-000-223-0-000		12,700.00
2 DUE FROM/TO CONST PCT4 CCP59	4-1223-130-01-000-231-0-000	12,700.00	
2 DA CCP59-SALE OF CAPITAL ASSETS	4-1223-392-10-000-000-0-000		12,700.00
TOTALS:		\$ 80,165.00	\$ 80,165.00

COMMENTS:

- 1 Reclassify A174754 4/29/14-auction proceeds 04/09/14 for Fund 1231
- 2 Transfer 50% of the proceeds of assets auctioned according to Local Agreement between Constable Pct 4 & DA Office.

- 1 RCL A174754 4/9/14 AUCTN PROCEEDS F1231
- 2 RCL 50%/4/9/14 AUCTN PRCDs PER ILA 2F1223

9/14



OFFICIAL HIDALGO COUNTY RECEIPT
 OFFICE OF THE COUNTY TREASURER
 NORMA G. GARCIA

11443007

Receipt No: 174754

Received From: PURCHASING AUCTION PROCEEDS 04/29/14 Date 04/29/14

1	6443	04/2014 ONLINE & SIMULCAST AUCTION	4-1100-227-30-000-021-0-000	8,200.00
2	6435	04/2014 ONLINE & SIMULCAST AUCTION	4-1100-227-30-000-021-0-000	157,921.00

Total: 166,121.00

Check Total 166,121.00 0.*
 Cash Total .00
 Credit Total .00 95.00+ 0.*
 Other Total .00 95.00+

FUND 1231

Admin Fee

Portion

RRE Auction

3,965.00*

Total fees

95.00+	8,235.00+	
95.00+	2,735.00+	
95.00+	1,855.00+	
95.00+	2,295.00+	0.*
95.00+	865.00+	
95.00+	865.00+	7,400.00+
95.00+	1,525.00+	2,400.00+
95.00+	975.00+	1,600.00+
95.00+	1,855.00+	2,000.00+
95.00+	1,855.00+	700.00+
95.00+	645.00+	700.00+
95.00+	1,305.00+	1,300.00+
95.00+	1,195.00+	800.00+
1,425.00+ ✓	1,305.00+	1,600.00+
	1,855.00+	1,600.00+
740.00+ ✓	29,365.00+ Gross	500.00+
240.00+ ✓		1,100.00+
160.00+ ✓	3,965.00- Fees	1,000.00+
200.00+ ✓	25,400.00* Net	1,100.00+
70.00+		1,600.00+
70.00+		25,400.00* Net Proceed
130.00+ ✓		
80.00+ ✓		
160.00+ ✓		
160.00+ ✓		
50.00+ ✓		
110.00+ ✓		
100.00+ ✓		
110.00+ ✓		
160.00+ ✓		

Auction Report
April 09, 2014

Capital	TF	Asset	Asset	Description	Serial	From	Status	Fund	Hist	Gross	Prep	Net	Lot	Bid
Assets	#	No	No		No	Dpt	Code	No.	Cost	Proceeds	Cost	Proceeds	No	No
1	2014-002	C-2032-13-A	2004 Silver Cadillac Escalade	3GYEK144G209006 ✓	294	294	-	1231	-	\$ 7,400.00	\$ -	\$ 7,400.00	501	23
1	2014-002	C-2074-13-J	2000 Blue Cadillac Deville	1G6KD54Y8YU339865 ✓	294	294	-	1231	-	\$ 2,000.00	\$ -	\$ 2,000.00	504	21
1	2014-002	C-2074-13-J	2001 White Chevy Suburban	3GNEC16T81G287130 ✓	294	294	-	1231	-	\$ 1,600.00	\$ -	\$ 1,600.00	503	59
1	2014-059	C-3042-12-I	1998 Ford Expedition	1FMRU18W4WLC42853 ✓	294	294	-	1231	-	\$ 700.00	\$ -	\$ 700.00	506	83
1	2014-059	C-2952-12-B	1991 Chevy Truck	1GDCD14Z7MZ159638 ✓	294	294	-	1231	-	\$ 800.00	\$ -	\$ 800.00	509	37
1	2014-059	C-3209-12-G	1994 Chevy Truck	1GCHK39F3RE216320 ✓	294	294	-	1231	-	\$ 1,600.00	\$ -	\$ 1,600.00	512	61
1	2014-059	C-0728-13-B	2002 Chevy Truck	1GCGC13U82F227561 ✓	294	294	-	1231	-	\$ 1,600.00	\$ -	\$ 1,600.00	520	31
1	2014-059	C-3876-12-G	1997 Dodge 1500 Truck	1B7HF13Z8VJ625314 ✓	294	294	-	1231	-	\$ 1,300.00	\$ -	\$ 1,300.00	507	61
1	2014-059	C-3876-12-G	1997 GMC Truck	1GTEC19R3VE508929 ✓	294	294	-	1231	-	\$ 1,600.00	\$ -	\$ 1,600.00	511	61
1	2014-059	C-4091-12-B	2010 Home Made Trailer	DN#10830741141092009 ✓	294	294	-	1231	-	\$ 500.00	\$ -	\$ 500.00	515	23
1	2014-059	C-2792-12-H	1999 Ford E350 Van	1FBNE31L8XHC14154 ✓	294	294	-	1231	-	\$ 1,100.00	\$ -	\$ 1,100.00	518	11
1	2014-059	C-0742-13-E	1999 Chevy Silverado Truck	2GCEK19T9X1175123 ✓	294	294	-	1231	-	\$ 2,400.00	\$ -	\$ 2,400.00	502	22
1	2014-060	C-2454-13-G	1996 Chevy Dully Truck	1GCHC39J6TE179417 ✓	294	294	-	1231	-	\$ 1,100.00	\$ -	\$ 1,100.00	516	WEB
1	2014-060	C-1686-13-G	2000 Ford Focus Red	1FAFP3431YW293417 ✓	294	294	-	1231	-	\$ 700.00	\$ -	\$ 700.00	505	85
1	2014-060	C-2458-13-C	1998 Chevy C15 Truck	1GCEK19R6WE108934 ✓	294	294	-	1231	-	\$ 1,000.00	\$ -	\$ 1,000.00	517	43
15	0	Total	Constable Pct 4					1231	\$ -	\$ 25,400.00	\$ -	\$ 25,400.00		

Post Sale Agency Report - HIDALGO COUNTY PURCHASING DEPT
RRE MCALLEN 4/9/2014

VIN	Year	Make	Model	Lot	Winning Bid	Admin Fee	Collected	RRE %	RRE Auction Portion	Deductions	Total Remitted
N/A		GENERAL PROPERTY	CHAIRS	1	\$50	\$25	\$80	10%	\$5	\$0	\$50
N/A		GENERAL PROPERTY	OFFICE EQUIP	2	\$150	\$25	\$190	10%	\$15	\$0	\$150
N/A		GENERAL PROPERTY	OFFICE EQUIP	3	\$50	\$25	\$80	10%	\$5	\$0	\$50
N/A		GENERAL PROPERTY	OFFICE EQUIP	5	\$100	\$25	\$135	10%	\$10	\$0	\$100
N/A		GENERAL PROPERTY	OFFICE EQUIP	6	\$100	\$25	\$135	10%	\$10	\$0	\$100
3GYEK62N44G209006	2004	CADILLAC	ESCALADE EXT	501	\$7,400	\$95	\$8,235	10%	\$740	\$0	\$7,400
2GCEK19T9X1175123	1999	CHEVROLET	SILVERADO 1500	502	\$2,400	\$95	\$2,735	10%	\$240	\$0	\$2,400
3GNEC16T81G287130	2001	CHEVROLET	SUBURBAN	503	\$1,600	\$95	\$1,855	10%	\$160	\$0	\$1,600
1G6KDS4Y8YU339865	2000	CADILLAC	DEVILLE	504	\$2,000	\$95	\$2,295	10%	\$200	\$0	\$2,000
1FAFP3431YW293417	2000	FORD	FOCUS	505	\$700	\$95	\$865	10%	\$70	\$0	\$700
1FMRU18W4WLC42853	1998	FORD	EXPEDITION	506	\$700	\$95	\$865	10%	\$70	\$0	\$700
1B7HF13Z8VJ625314	1997	DODGE	RAM 1500	507	\$1,300	\$95	\$1,525	10%	\$130	\$0	\$1,300
1GDC14Z7MZ159638	1991	CHEVROLET	SILVERADO	509	\$800	\$95	\$975	10%	\$80	\$0	\$800
1GTEC19R3VE508929	1997	GMC	SIERRA 1500	511	\$1,600	\$95	\$1,855	10%	\$160	\$0	\$1,600
1GCHK39F3RE216320	1994	CHEVROLET	C 3500	512	\$1,600	\$95	\$1,855	10%	\$160	\$0	\$1,600
		HOMEMADE	TRAILER	515	\$500	\$95	\$645	10%	\$50	\$0	\$500
1GCHC39J6TE179417	1996	CHEVROLET	3500	516	\$1,100	\$95	\$1,305	10%	\$110	\$0	\$1,100
1GCEK19R6WE108934	1998	CHEVROLET	C-1500	517	\$1,000	\$95	\$1,195	10%	\$100	\$0	\$1,000
1FBNE31L8XHC14154	1999	FORD	E350	518	\$1,100	\$95	\$1,305	10%	\$110	\$0	\$1,100
1FAFP53U7YG148687	2000	FORD	TAURUS	519	\$700	\$95	\$865	10%	\$70	\$0	\$700
		2002 CHEVROLET	SILVERADO 1500	520	\$1,600	\$95	\$1,855	10%	\$160	\$0	\$1,600
1J8GN28K18W215454	2008	JEEP	LIBERTY	521	\$7,700	\$95	\$8,565	10%	\$770	\$0	\$7,700
		2006 JEEP	GRAND CHEROKEE	522	\$5,600	\$95	\$6,255	10%	\$560	\$0	\$5,600
2GCEC19K5P1107020	1993	CHEVROLET	SILVERADO	523	\$600	\$95	\$755	10%	\$60	\$0	\$600
1GKEK13R9VJ740295	1997	GMC	YUKON	524	\$1,100	\$95	\$1,305	10%	\$110	\$0	\$1,100
2GTCE19R1W1508317	1998	GMC	SIERRA	525	\$800	\$95	\$975	10%	\$80	\$0	\$800
1B3ES56C24D601344	2004	DODGE	NEON	526	\$1,600	\$95	\$1,855	10%	\$160	\$0	\$1,600
2FAFP71W3YX113655	2000	FORD	CROWN VICTORIA	527	\$200	\$95	\$315	10%	\$20	\$0	\$200
2GCEC19T3X1210221	1999	CHEVROLET	SILVERADO	528	\$2,200	\$95	\$2,515	10%	\$220	\$0	\$2,200
1B7HF13Y9VJ547276	1997	DODGE	RAM1500	529	\$500	\$95	\$645	10%	\$50	\$0	\$500
1FUJA6CK75LN39666	2005	FREIGHTLINER	COLUMBIA	531	\$16,900	\$95	\$18,685	10%	\$1,690	\$0	\$16,900
1TDLS03295B086556	1995	TIMPTE	TRAILER	532	\$5,000	\$95	\$5,595	10%	\$500	\$0	\$5,000
1DTV61524XA268176	1999	DORSEY	TRAILER	533	\$6,900	\$95	\$7,685	10%	\$690	\$170	\$6,730
1UYV52531XU836306	1999	UTILITY	REEFER	534	\$6,300	\$95	\$7,025	10%	\$630	\$340	\$5,960
1UYV52532RU053126	1994	UTILITY	REEFER	535	\$5,100	\$95	\$5,705	10%	\$510	\$340	\$4,760
104904		VIKING	VDF-12-BL-18	537	\$3,500	\$95	\$3,945	10%	\$350	\$0	\$3,500
381499T		JOHN DEERE	TRACTOR	538	\$5,100	\$95	\$5,705	10%	\$510	\$0	\$5,100
89C00466	1998	FIAT	HITACHI FG105AB	539	\$18,100	\$95	\$20,005	10%	\$1,810	\$0	\$18,100
32061		HYSTER	ROLLER	540	\$1,200	\$95	\$1,415	10%	\$120	\$0	\$1,200
DHKHEXD0L50030026	2007	TEREX	EXCAVATOR	541	\$31,000	\$95	\$34,195	10%	\$3,100	\$0	\$31,000
172RG1164	1984	CESSNA	172RG	542	\$21,200	\$95	\$23,415	10%	\$2,120	\$179	\$21,021
					\$167,150	\$3,545	\$187,410		\$16,715	\$1,029	\$166,121
					Winning Bids	Admin Fee	Collected		RRE Auction Portion	Deductions	Total Remitted
					\$167,150	\$3,545	\$187,410		\$16,715	\$1,029	\$166,121

187,410.00+
10,715.00-
1,545.00-
1,000.00-
-002
166,121.00*

RECEIVED
 JUN 26 2014
 4.04

April 09, 2014 Auction

By	Department/Fund Reference	Number of Assets Sold	Page No.	Fund No.	Hist Cost	Gross	Prep Costs	Auction Net Proceeds
	GENERAL FUNDS	31 ✓	1-46	1100	\$ 152,856.34	\$ 4,006.84	\$ -	\$ 4,006.84 ✓
	COMMISSIONER PRECINCT 1	1 ✓	47	1201	\$ 2,371.00	\$ 0.82	\$ -	\$ 0.82 ✓
	COMMISSIONER PRECINCT 2	3 ✓	48	1202	\$ 155,854.82	\$ 24,400.00	\$ -	\$ 24,400.00 ✓
	COMMISSIONER PRECINCT 4	1 ✓	49	1204	\$ 1,316.49	\$ 0.82	\$ -	\$ 0.82 ✓
	CONSTABLE PRECINCT 3	0 ✓	50	1230	\$ -	\$ 6,100.00	\$ -	\$ 6,100.00 ✓
	CONSTABLE PRECINCT 4	0 ✓	51	1231	\$ -	\$ 25,400.00	\$ -	\$ 25,400.00 ✓
	COUNTY CLERK	5 ✓	52	1238	\$ 14,466.60	\$ 8.08	\$ -	\$ 8.08 ✓
	INFORMATION TECHNOLOGY	1 ✓	53	1242	\$ 1,447.30	\$ 0.82	\$ -	\$ 0.82 ✓
	Tax Assessor & Collection	0 ✓	54	1246	\$ -	\$ 0.82	\$ -	\$ 0.82 ✓
	LAW LIBRARY	2 ✓	55	1247	\$ 2,485.00	\$ 1.64	\$ -	\$ 1.64 ✓
	HIDTA	0 ✓	56	1251	\$ -	\$ 106,306.25	\$ 1,029.00	\$ 105,277.25 ✓
	HIDTA	5 ✓	57	1253	\$ 5,321.57	\$ 893.75	\$ -	\$ 893.75 ✓
	HEALTH DEPARTMENT	0 ✓	58	1280	\$ -	\$ 0.57	\$ -	\$ 0.57 ✓
	PUBLIC DEFENDER	1 ✓	59	1282	\$ 1,819.63	\$ 0.82	\$ -	\$ 0.82 ✓
	CONSTABLE PRECINCT 3	1 ✓	60	1283	\$ 1,746.10	\$ 0.82	\$ -	\$ 0.82 ✓
	WIC	0 ✓	61	1292	\$ -	\$ 13.04	\$ -	\$ 13.04 ✓
	ADULT PROBATION	5 ✓	62	1297	\$ 37,326.55	\$ 4.06	\$ -	\$ 4.06 ✓
	ADULT PROBATION	0 ✓	62	1297	\$ -	\$ 7.57	\$ -	\$ 7.57 ✓
	COUNTY AUDITOR	1 ✓	63	1331	\$ 1,909.00	\$ 0.82	\$ -	\$ 0.82 ✓
	PURCHASING	1 ✓	64	1332	\$ 2,713.75	\$ 0.82	\$ -	\$ 0.82 ✓
	BUDGET AND MANAGEMENT	0 ✓	65	2201	\$ -	\$ 0.82	\$ -	\$ 0.82 ✓
	BUDGET AND MANAGEMENT	1 ✓	66	2202	\$ 1,250.00	\$ 0.82	\$ -	\$ 0.82 ✓
	Total Assets Sold	59						

SUMMARY BY FUND TOTALS
 \$ 382,884.15 \$ 167,150.00 \$ 1,029.00 \$ 166,121.00

Prepared By: Rogelio Garcia - Surplus Specialist II
Reviewed By: Juan M. Alvarado - Assistant Fixed Asset Manager
Reviewed By: Agueda "Aggie" Garcia - Fixed Asset Manager
Approved By: Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Date:



PURCHASING DEPARTMENT

RECEIVED
DALGO COUNTY
County Of Hidalgo

2014 APR 29 PM 2:06

Auction Proceeds Memorandum

Date: April 29, 2014
To: Honorable Norma Garcia, Hidalgo County Treasurer
From: Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
REF: April 9, 2014 Auction Check

ms

Attached please find Check # 6443 Check # 6435 from ROD ROBERTSON ENTERPRISES, INC. for the proceeds from the online & Simulcast auction held on April 9, 2014.

Total Amount: \$ 166,121.00

The proceeds from this auction are to be temporarily deposited in Account # 4-1100-227-30-000-021-0-000.

After review of the auction report, an update will be delivered for further distribution into the appropriate fund accounts.

Should additional information be required please call Ms Agueda "Aggie" Garcia Fixed Asset Manager at (956) 318-2626 ext 4873 or Rogelio Garcia, Surplus Specialist II at extension 4876.

Attachment

Cc: Mr. Raymundo Eufrazio, CPA, Hidalgo County Auditor,
Ms. Becky Luna, Director of Accounting, County Auditor's Office

LOCAL AGREEMENT

State of Texas
County of Hidalgo

THIS LOCAL AGREEMENT is made and entered into by and between the HIDALGO COUNTY CONSTABLE, PRECINT 4 located in Hidalgo County, Texas; hereinafter called "LAW ENFORCEMENT AGENCY", and the CRIMINAL DISTRICT ATTORNEY of Hidalgo County, Texas; hereinafter called "STATE'S ATTORNEY". This local agreement supersedes all other local agreements and shall apply to all pending forfeiture cases filed after October 18, 1989.

- I. Parties heretofore mentioned desire to enter into 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 Texas Code of Criminal Procedure, with the STATE'S ATTORNEY representing the state as agent for the state, shall be subject to this local agreement;
- III. The STATE'S ATTORNEY 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, Texas Code of Criminal Procedure, mandates that a local agreement may be reached between the STATE'S ATTORNEY 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 the LAW ENFORCEMENT AGENCY and the STATE'S ATTORNEY for the mutual considerations stated herein.

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In consideration for the services associated with forfeitures of contraband, the law enforcement agency agrees to pay all court costs, attorney ad-litem fees, depositions, title searches, title policies, confidential informants, and all cost in the forfeiture of:

1. REAL ESTATE, upon sale of real estate all costs are to be paid from the final sum received, with the remaining amount to be paid according to the percentage in category 3.

2. PERSONAL PROPERTY, including but not limited to vehicles, weapons, car phones, beepers etc., all personal property to be forfeited to the LAW ENFORCEMENT AGENCY and the STATE'S ATTORNEY pursuant to this LOCAL AGREEMENT. Said property may be used by the LAW ENFORCEMENT AGENCY for law enforcement purposes pursuant to Article 59.06(b), Texas Code of Criminal Procedure, but in the event the property is not so utilized, said personal property is to be sold and proceeds from the sale of said property are to be divided as follows:

50% to the LAW ENFORCEMENT AGENCY and 50% to the STATE'S ATTORNEY, except for vehicles to be used for law enforcement purposes. With respect to vehicles to be used for law enforcement purposes, the LAW ENFORCEMENT AGENCY shall obtain title to said vehicles and will be solely responsible for ^{their} use and upkeep. The STATE'S ATTORNEY will retain no interest in said vehicles used for law enforcement purposes and the LAW ENFORCEMENT AGENCY shall be solely responsible and liable for said vehicles.

The parties further agree that all seized vehicles not used for law enforcement purposes are to be sold and the proceeds disbursed as stated above.

Local Agreement

Page 3

All property seized, except for currency, bank accounts, negotiable instruments, and jewelry 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 STATE'S ATTORNEY is completely absolved from any and all liability.

The parties further agree that the LAW ENFORCEMENT AGENCY will account for all seized property in its possession until such time as there is a final disposition via court order.

Currency, bank accounts, negotiable instruments and jewelry shall be held and maintained by the STATE'S ATTORNEY pending final disposition via court order. However, the parties agree that the STATE'S ATTORNEY may exercise discretion and allow the LAW ENFORCEMENT AGENCY to maintain physical possession of currency, bank account, negotiable instruments and jewelry where feasible.

All other personal property, not suitable for nor desired for use pursuant to Article 59.06(b), Texas Code of Criminal Procedure, shall be forfeited to the STATE'S ATTORNEY, as agent for the State of Texas, and be sold at public auction. The net proceeds of said sale, after deduction of sales expense, shall be disbursed as follows:

50% to the LAW ENFORCEMENT AGENCY, and

50% to the STATE'S ATTORNEY.

For purposes of definition, "Personal Property" includes but is not limited to vehicles of all types, weapons, cellular phones, jewelry, beepers, gold and other precious metals and tangible objects of value. The LAW ENFORCEMENT AGENCY and the STATE'S ATTORNEY reserve the right to negotiate individual agreements on a case-by-case basis to satisfy

XH.H2

special requirements; however, if an agreement cannot be reached, this Local Agreement shall be binding.

3. CURRENCY, BANKING ACCOUNTS and NEGOTIALBLE INSTRUMENTS, upon being awarded to the State via court order, are to be disbursed and dived as follows, after the payment of costs;

<u>Amount</u>	<u>Law Enforcement Agency</u>	<u>State's Attorney</u>
Over \$100,000	65%	35%
Over \$50,000 to \$100,000	60%	40%
\$50,000 and less	50%	50%

JEWELRY, will be sold and its proceeds divided as follows:

50% to the LAW ENFORCEMENT AGENCY and 50% to the STATE'S ATTORNEY, after costs have been paid.

The STATE'S ATTORNEY agrees that remaining contraband, after retention of the above stated portion for the STATE'S ATTORNEY, shall be retained by the LAW ENFORCEMENT AGENCY for law enforcement purposes.

The LAW ENFORCEMENT AGENCY and the STATE'S ATTORNEY agree that all costs involved in the forfeiture of the above mentioned money and property shall be paid first and the remaining sum be divided and disbursed according to the provisions contained in this agreement. The parties further agree that percentages will be determined prior to payment of cost.

X4.13

Local Agreement

Page 5

~~The parties further agree that 10 percent (10%) of the net forfeited currency over \$3,000 shall be paid to Hidalgo County to be used for the prevention of drug abuse and for treatment of persons with drug related problems. The net forfeited amount is to be determined after all costs, including attorney ad litem fees, have been paid.~~

This agreement shall apply to money or property seized by the LAW ENFORCEMENT AGENCY on or after October 18, 1989. Money 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(a), Texas Code of Criminal Procedure.

All interest-accumulated from any seized contraband shall be paid to the STATE'S ATTORNEY to be used for the same purpose as it's share of principal pursuant to this Local Agreement. In consideration, the STATE'S ATTORNEY agrees to give the LAW ENFORCEMENT AGENCY any and all interest it has in seized vehicles that are to be used for law enforcement purposes.

The term of this Local Agreement shall be for a period of one (1) year from the date of signature. This Local Agreement shall automatically renew on a yearly basis after the initial one year term. This Local Agreement may be terminated by either party upon thirty (30) days prior written notice of thereof to the other of its intention to terminate upon date specified in such notice. Any pending forfeitures under this Local

X 4/14

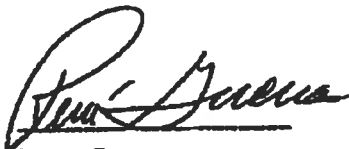
Agreement filed prior to the termination date shall not be affected by such notice.

Any notice, payment, statement or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. 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. Mailed notices shall be deemed communicated as of three (3) days after mailing.

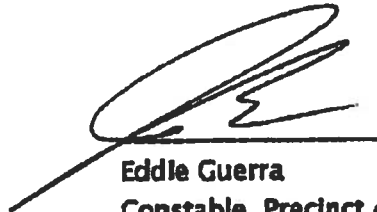
The LAW ENFORCEMENT AGENCY agrees to return all money, real, personal, tangible or intangible property or proceeds therefrom, if a bill of review is successfully taken against the State.

The LAW ENFORCEMENT AGENCY further agrees to pay all cost incurred if the forfeiture action does not result in the property being found to be contraband.

Signed this 27 day of August, 2010



Rene Guerra
Criminal District Attorney
Hidalgo County, Texas



Eddle Guerra
Constable, Precinct 4
Hidalgo County, Texas

X4.135