

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into, by and between the **HIDALGO COUNTY SHERIFF'S OFFICE**, hereinafter called "HCSO", and the **COUNTY OF HIDALGO PRECINCT 2 CONSTABLE'S OFFICE**, hereinafter called "CONSTABLE'S OFFICE".

WITNESSETH:

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

WHEREAS, HCSO and CONSTABLE'S OFFICE have common law enforcement and crime prevention goals and close government ties and the CONSTABLE'S OFFICE has a need for such Equipment to continue their efforts;

WHEREAS, HCSO and CONSTABLE'S OFFICE affirm that both parties are in compliance with the Agreement, Certification, and Audit provisions under *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies*;

WHEREAS, HCSO purchased the Equipment with 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, HCSO and CONSTABLE'S OFFICE hereby agree as follows:

1. **EQUIPMENT SHARING**: HCSO will permanently transfer to the CONSTABLE'S OFFICE certain surplus designated Equipment owned by HCSO which is identified below and described in detail in exhibit "A" and "B" attached hereto:

Description	County_Asset No.	Serial Number
1. 2008 Chevy Tahoe	61259	1GNEC03088R227265
2. 2010 Ford Crown Victoria	61270	2FABP7BVXAX133329

2. **IN CONSIDERATION OF THE EQUIPMENT SHARING**: CONSTABLE'S OFFICE agrees to the following:

- A. CONSTABLE'S OFFICE will accept permanently transferred Equipment in "as-is" condition and acknowledges that HCSO makes no warranty in any manner as to the fitness of the equipment for any purpose.

- B. CONSTABLE'S OFFICE will be responsible for all Equipment repairs and Maintenance, along with proper inventory reporting.
- C. CONSTABLE'S OFFICE agrees that Equipment shall be solely used for law enforcement purposes.
- D. CONSTABLE'S OFFICE agrees to follow *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies* as outlined in section VIII of The Guide regarding tangible property.

HCSO will receive no compensation from CONSTABLE'S OFFICE 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 COUNTY SHERIFF'S OFFICE

By: _____ Date _____
 Ramon Garcia, Hidalgo County Judge

By: _____ Date _____
 J.E. "Eddie" Guerra, Hidalgo County Sheriff

COUNTY OF HIDALGO PRECINCT 2 CONSTABLE'S OFFICE

By: _____ Date _____
 Martin Cantu, Hidalgo County Constable Pct. 2

APPROVED AS TO FORM
 Hidalgo County District Attorney's Office

By : _____ Date: _____
 Josephine Ramirez Solis, Assistant DA

