

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 U.S. Department of the Treasury’s *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Enforcement Agencies*;

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

NOW THEREFORE, to enhance cooperation amongst local law enforcement agencies and to express their mutual commitment to crime prevention and law enforcement, HCSO and Constable’s Office hereby agree as follows:

1. **EQUIPMENT SHARING**: HCSO will, without receiving compensation, 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”** 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 disclaims any and all warranties including but not limited to warranty of merchantability.

- b. Constable's Office will be responsible for all Equipment repairs and maintenance along with proper inventory reporting.
- c. Constable's Office agrees that the Equipment shall be solely used for law enforcement purposes.
- d. Constable's Office agrees to follow the *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Enforcement Agencies*.

3. EFFECTIVE DATE AND TERMINATION:

- a. This Agreement becomes effective on the date it is signed by all 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:
 Office of Criminal District Attorney Rene Guerra

By : _____
 Michael L. Garza, ADA

EXHIBIT “A”

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

| | | |
|--|---|------------------------------|
| TRANSFER TO: Hidalgo County Constable Pet No 2 | DEPARTMENT NAME: Hidalgo County Sheriff's Office | LOCATION: 292 |
| TRANSFER FROM: Hidalgo County Sheriff's Office | | TF#: _____ |
| CONTACT INFORMATION: | | |
| NAME (PRINT): Capt Richard Ozuna | PHONE: 956-393-6022 | FAX NO.: 956-393-6021 |
| E-MAIL: richard.ozuna@hidalgo.org | | |
| ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY (NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED) | | |

| DESCRIPTION OF ITEM | INVENTORY TAG NO. | SERIAL NO./ VIN | CURRENT CONDITION | FIXED ASSET DIVISION USE ONLY | | | | | |
|---|-------------------|-----------------|-------------------|-------------------------------|------------|----------|------|-----|-----|
| | | | | PALLET INFO. | ALIO LOC # | FUND NO. | COST | P/U | LOC |
| 1. Motorola APX 7500 Vehicle Radio | 58116 | 656CNZ0501 | G | | | | | | |
| 2. 2008 Chevy Tahoe | 61259 | IGNEC030B827265 | G | | | | | | |
| 3. Havis Premium Console Package | 61942 | None | G | | | | | | |
| 4. Havis Filler Plate | n/a | None | G | | | | | | |
| 5. 6 Whelen Vertex Super LED Lights | n/a | None | G | | | | | | |
| 6. 4 Whelen Tir 3 Linear Super LED Lighthead | n/a | None | G | | | | | | |
| 7. Whelen Compact Speaker | n/a | None | G | | | | | | |
| 8. Whelen Compact Speaker Mounting Bracket | n/a | None | G | | | | | | |
| 9. Federal Signal Headlight/ Tailight Flasher | n/a | None | G | | | | | | |
| 10. Havis Chargeguard- Select | n/a | None | G | | | | | | |
| 11. Pro-Gard Push Bumper | n/a | None | G | | | | | | |
| 12. Pro-Gard Window Armor (Steel Window Bars) | n/a | None | G | | | | | | |
| 13. Whelen Siren, 9 Switch Light Control | 61371 | N295580 | G | | | | | | |
| 14. Pro-Gard Security Partition | 61943 | None | G | | | | | | |
| 15. Whelen Edge Ultra Freedom FX Series Super LED | 61939 | 84214 | G | | | | | | |
| 16. Whelen Lightbar Strapkit | n/a | None | G | | | | | | |
| 17. Pro-Gard Lower Partition Plate | n/a | None | G | | | | | | |


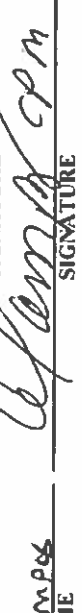

JUSTIFICATION FOR TRANSFER: _____

DEPT. FROM TO

AMOUNT \$ _____

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

The transfer is hereby approved by the Purchasing Agent

| | | |
|--------------------------------------|--|-----------------------|
| PRINT NAME: MARTHA L. SALAZAR | SIGNATURE:  | DATE: 10-27-14 |
| PRINT NAME: Richard Ozuna | SIGNATURE:  | DATE: 10-27-14 |
| PRINT NAME: ARMANDO CAMPOS | SIGNATURE:  | DATE: 10-27-14 |

TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE: _____ INITIAL: _____

EFFECTIVE DATE: 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

