

MEMORANDUM OF UNDERSTANDING

STATE OF TEXAS

COUNTY OF HIDALGO

This Interlocal Agreement is entered into by and between the HIDALGO COUNTY SHERIFF'S OFFICE, hereinafter referred to as SHERIFF'S OFFICE, the WESLACO POLICE DEPARTMENT, hereinafter referred to as LAW ENFORCEMENT AGENCY. The terms of this agreement are based on the current local agreement between the OFFICE OF CRIMINAL DISTRICT ATTORNEY OF HIDALGO COUNTY, TEXAS, hereinafter referred to as STATE'S ATTORNEY and the SHERIFF'S OFFICE, incorporated by reference and attached herein as Exhibit "A". The terms are as follows:

- I. Parties, hereinafter mentioned, desire to enter into an agreement to dispose of forfeited contraband pursuant to Chapter 59 of the Texas Code of Criminal Procedure in connection with CASE NO. C-3044-15-D.
- II. All property found to be contraband pursuant to Article 59.01 of the State of Texas, with the attorney representing the State as an agent for the State, shall be subject to this agreement.
- III. Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the attorney representing the State and the SHERIFF'S OFFICE to effect the disposition of contraband.
- IV. To the extent property forfeited to the STATE'S ATTORNEY in connection with CASE NO. C-3044-15-D, the parties agree to pay all costs related to the seizure and forfeiture as per the terms of the current local agreement between the STATE'S ATTORNEY and the SHERIFF'S OFFICE, incorporated by reference and attached herein as Exhibit "A".
 1. After distribution to the STATE'S ATTORNEY, proceeds from the forfeited property shall be distributed to the SHERIFF'S OFFICE in accordance with the current local agreement between the STATE'S ATTORNEY and the SHERIFF'S OFFICE.
 2. SHERIFF'S OFFICE shall thereafter distribute and/or divide the forfeited proceeds as follows:

DISTRIBUTION

50%

50%

PARTIES

Weslaco Police Department

Hidalgo County Sheriff's Office

HIDALGO COUNTY SHERIFF'S OFFICE and the LAW ENFORCEMENT AGENCY agree that all costs involved in the forfeiture of the above mentioned contraband shall be paid first, and that after distribution to the STATE'S ATTORNEY, the remaining sum to be divided

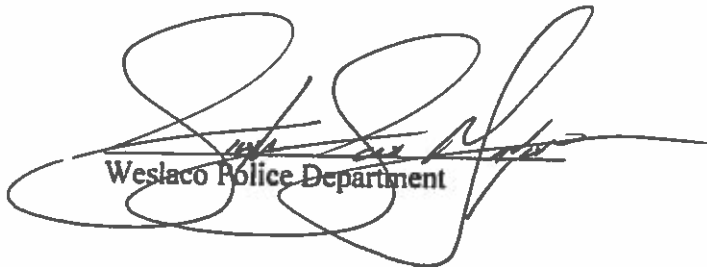
according to the percentages in this agreement. Both parties above mentioned further agree that percentages will be determined prior to payment of cost.

Contraband 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.

Interest accumulated from any contraband shall be distributed in the same manner and used for the same purpose as the principal pursuant to any applicable local agreements and Article 59.08 (b) of Chapter 59 of the Texas Code of Criminal Procedure.

The term of this agreement shall be applicable only to the seizure of July 03, 2015, CASE NO. C-3044-15-D. This agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon date specified in such notice. Any pending forfeitures under this agreement filed prior to the termination date, however, shall not be affected by such notices.

SIGNED, this day 05 day of JANUARY ~~2015~~ ^{DN} 2014


Weslaco Police Department

Hidalgo County Sheriff's Office

APPROVED AS TO FORM:

Hidalgo County District Attorney's Office

By: 
Victor M. Garza, Assistant DA

Date: 1/20/14