

STATE OF TEXAS

§
§

HIDALGO COUNTY §

**INTERLOCAL AGREEMENT
BETWEEN
HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S
HIGH INTENSITY DRUG TRAFFICKING AREA
(HIDTA) TASK FORCE
AND
HIDALGO COUNTY CONSTABLE PRECINCT 4**

WHEREAS, this agreement is entered into by and between the **HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY'S HIDTA TASK FORCE** and the **HIDALGO COUNTY CONSTABLE PRECINCT 4** hereinafter referred to as "**HIDTA**" and "**CONSTABLE 4.**"

WHEREAS, the **HIDTA** and the **CONSTABLE 4** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDTA** and the **CONSTABLE 4** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDTA** and

WHEREAS, the **CONSTABLE 4** has and will continue to assist the **HIDTA** during law-enforcement operations.

THEREFORE, the parties hereto agree as follows:

1. **CONSTABLE 4** shall assign a **DEPUTY CONSTABLE** with a marked unit to **HIDTA** and shall remain responsible for payment of assigned **DEPUTY CONSTABLE'S** ordinary salary, fringe benefits, and non-**HIDTA** overtime expenses, and any non-**HIDTA** related travel or per diem expenses. After initial assignment by **CONSTABLE 4**, any change in the assigned **DEPUTY CONSTABLE** must be agreed to in writing by the **HIDTA** commander and executed as an addendum to this Agreement.
2. **HIDTA** agrees to and shall pay the **OVERTIME** incurred by the assigned **DEPUTY CONSTABLE** while working **HIDTA** investigations and approved by **HIDTA** command staff.
 - a. Actual hourly overtime cost shall not exceed \$10,000.00 per fiscal year and shall be calculated in accordance with the overtime provisions of the Federal Fair Labor Standards Act.
3. **HIDTA** shall present to the **CONSTABLE PRECINCT 4** an annual sum of ten thousand dollars (\$10,000.00).
 - a. The amount of ten thousand dollars (\$10,000.) shall solely be used for law enforcement purposes by the **CONSTABLE PRECINCT 4** as set forth under the U.S. Department of Justice "*A Guide to Equitable Sharing of Federally Property for State and Local Law Enforcement Agencies*".

4. **HIDTA** may conduct investigations that may result in asset forfeitures, the proceeds of which may be distributed among participating agencies in shared cases.
- a. For investigations initiated by **HIDTA**, where the assigned **DEPUTY CONSTABLE** provided assistance, the sharing of proceeds will be based on a percentage of man-hours contributed by **DEPUTY CONSTABLE** in the investigation. The percentage of shared assets shall be determined from liquidated assets by **HIDTA** commander.
 - b. For investigations initiated by the **DEPUTY CONSTABLE** as part of his/her responsibilities with **HIDTA**, and where other task force members provided assistance in the investigation, the sharing of proceeds will be based on the percentage of task force man-hours contributed by the participating agency in the investigation. The percentage of shared assets in these cases shall be determined from liquidated assets by the **HIDTA** commander.
 - b. The terms apply only to the distribution of property and proceeds awarded in connection with the **DEPUTY CONSTABLE** participation in investigations conducted by **HIDTA**, and do not bind **HIDTA** or **CONSTABLE PRECINCT 4** to any other matters involving the sharing and distribution of proceeds of contraband forfeitures.

This agreement becomes effective on the Date it is signed by both parties. It remains in effect unless terminated, by either party. This agreement can be terminated upon thirty (30) days written notice.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date

By: _____
Ricardo Rodriguez, District Attorney

6/9/16

Date

By: _____
Atanacio "J.R." Gaitan, Constable Precinct 4

6-8-16

Date

By: _____
Charles E. Trevino, HIDTA Acting Commander

6/8/16

Date