

STATE OF TEXAS  
COUNTY OF HIDALGO

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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the HIDALGO COUNTY SHERIFF'S OFFICE, hereinafter referred to as SHERIFF'S OFFICE and the EDINBURG POLICE DEPARTMENT, hereinafter referred to as LAW ENFORCEMENT AGENCY. The terms of this document are based on the current Local Agreement between the OFFICE of the CRIMINAL DISTRICT ATTORNEY, 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-8351-14-B.
- 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-8351-14-B, 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

PARTIES

33%

Edinburg Police Department

67%

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.

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 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 seizure filed on November 14, 2014, Case No. C-8351-14-B. 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.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE UPON DATE OF FINAL EXECUTION BY PARTIES.

**HIDALGO COUNTY SHERIFF**

By: \_\_\_\_\_ Date \_\_\_\_\_  
J.E. "Eddie" Guerra, Sheriff

**CITY OF EDINBURG:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Richard M. Hinojosa, City Manager

APPROVED AS TO FORM  
Office of Criminal District Attorney, Hidalgo County, Texas

By : \_\_\_\_\_ Date: \_\_\_\_\_  
Josephine Ramirez Solis, Assistant DA

APPROVED AS TO FORM  
Palacios Garza & Thompson, P.C.

By : \_\_\_\_\_ Date: \_\_\_\_\_  
City of Edinburg Attorney

# EXHIBIT "A" TO THE MEMORANDUM OF UNDERSTANDING

STATE OF TEXAS )

) **LOCAL AGREEMENT**

COUNTY OF HIDALGO )

This **LOCAL AGREEMENT** is entered into, by and between the HIDALGO COUNTY SHERIFF'S OFFICE, located in Hidalgo County, Texas, hereinafter called "**LAW ENFORCEMENT AGENCY**", and the Office of Criminal District Attorney of Hidalgo, Texas, hereinafter called "**STATE'S ATTORNEY**". This agreement supersedes any and all other prior local agreements and will apply to all pending forfeiture cases filed on or after the date this agreement is signed.

- I. The Parties hereto desire to enter in an agreement to dispose of forfeited "contraband", pursuant to Chapter 59 of the Texas Code of Criminal Procedures;
- II. All property found to be "contraband" pursuant to Article 59.01, 59.02 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 Criminal District Attorney of Hidalgo County, Texas (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 of the Texas Code of Criminal Procedure mandates that a local agreement be reached between the State's Attorney, acting as an agent of the state, 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, and the following is understood and agreed to by the parties;

In consideration for 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, storage costs, and all other related costs in the forfeiture of vehicles and all other personal property, as outlined below. This clause does not pertain to the forfeiture of real estate, currency, banking accounts and negotiable instruments which is detailed more fully below as to the disposition of costs and which agency will pay same.

1. **PERSONAL PROPERTY**, including, but not limited to vehicles, laptops, computers, cell phones, weapons, etc., and all other personal property to be forfeited to the Law Enforcement Agency and the State's Attorney pursuant to this Agreement, then the forfeited property shall be divided as follows:
  - If personal property, including vehicles retained by the Law Enforcement Agency are to be sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to the Law Enforcement Agency and 25% to the State's Attorney.
  - If personal property, including passenger vehicles, pick-ups trucks, sport utility vehicles, vans, tractor trailers, etc., are to be used for law enforcement purposes pursuant to Article 59.06 (b) of the Texas Code of Criminal Procedures, the Law Enforcement Agency shall obtain the title of said vehicles and will be solely

responsible for their use and maintenance. The State's Attorney will not retain an interest in said vehicles and will be completely absolved of any liability.

- If personal property, including vehicles that are retained by the Law Enforcement Agency for law enforcement purposes are at any time decommissioned and then sold, net proceeds from the sale of said property, after deduction of costs above described, is to be divided as follows: 75% to the Law Enforcement Agency and 25% to the State's Attorney.

All property seized in accordance with this Agreement, with the exception of 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 will be completely absolved of any liability.

The parties further agree that the Law Enforcement Agency shall account for all seized property in their possession until the property is disposed of by court order. Disposition of all property shall comply with Article 59 of the Texas Code of Criminal Procedure.

All other personal property, not suitable for nor desired for use, pursuant to Article 59 of the Texas Code of Criminal Procedure, shall be forfeited to the State's Attorney, as an agent for the State of Texas, and shall be sold at public auction. The net proceeds of said sale of said property, after deduction of sale expenses, shall be divided as follows: 60% to the Law Enforcement Agency and 40% to the State's Attorney.

For the purposes of this Agreement, the definition of "Personal Property" includes, but is not limited to, vehicles of all types, weapons, laptops, computers, cell phones, jewelry, gold, and other precious metals and tangible objects of value. The Law Enforcement Agency and the State's Attorney reserve the right to negotiate unique individual agreements on a case by case basis to satisfy special requirements; however, if an agreement cannot be reached, this local agreement shall be binding.

2. **REAL ESTATE**, upon sale of real estate, all court costs, attorney ad litem fees, depositions, title searches, title policies, confidential informants, storage costs, and all other related costs shall be paid or credited to the Law Enforcement Agency if such cost have been previously paid by the Law Enforcement Agency, from the final sum received, with the remaining amounts disbursed to the Law Enforcement Agency and the State's Attorney as agreed upon for **CURRENCY, BANKING ACCOUNTS** and **NEGOTIABLE INSTRUMENTS** in Paragraph 3 below.
3. **CURRENCY, BANKING ACCOUNTS, and NEGOTIABLE INSTRUMENTS**, upon being awarded to the State via court order, are to be disbursed and divided up as follows, after the payment of costs:

<u>Amount</u>	<u>Law Enforcement Agency</u>	<u>State's Attorney</u>
Over \$50,000.00	70%	30%
Less than \$50,000.00	60%	40%

4. **JEWELRY** will be sold and its proceeds divided as follows:  
60% to the Law Enforcement Agency and 40% to the State's Attorney.



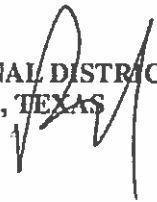
The Law Enforcement Agency agrees to return all real, personal, tangible or intangible property or proceeds therefrom, if a bill of review is successfully taken against the State.

**HIDALGO COUNTY SHERIFF'S OFFICE**

By:   
J.E. "Eddie" Guerra, Sheriff


6/19/15  
Date

**OFFICE OF CRIMINAL DISTRICT ATTORNEY,  
HIDALGO COUNTY, TEXAS**

By:   
Ricardo Rodriguez, Jr., Hidalgo County District Attorney

6/25/15  
Date

APPROVED AS TO FORM  
Hidalgo County District Attorney's Office

By:  Date: 6/25/15  
Josephine Ramirez Solis, Assistant DA

**AGENDA ITEM AND RECOMMENDATION SUMMARY**  
**CITY COUNCIL REGULAR MEETING**  
**APRIL 04, 2017**

Consider Authorizing the City Manager to Enter Into and Execute a Memorandum of Understanding Between the City of Edinburg Police Department and the Hidalgo County Sheriff's Office to Dispose of Forfeited Contraband, Pursuant to Chapter 59 of the Texas Code of Criminal Procedure, in Connection With Case No. C-8351-14-B. [David White, Chief of Police]

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**STAFF COMMENTS AND RECOMMENDATION:**

The terms of this document are based on the current Local Agreement between the Office of the Criminal District Attorney and the Sheriff's Office to effect the disposition of contraband under Article 59.06 of Chapter 59 of the Texas Code of Criminal Procedure.

An agreement was reached between the Hidalgo County Sheriff's Office and the Edinburg Police Department to share proceeds from a seizure case mutually worked on and filed with the Office of the Criminal District Attorney in November, 2014. The Office of the Criminal District Attorney distributed proceeds from Case No. C-8351-14-B to the Hidalgo County Sheriff's Office. The Hidalgo County Sheriff's Office requires a Memorandum of Understanding to distribute funds agreed upon to the Edinburg Police Department.

The term of this agreement shall be applicable only to seizure filed on November 14, 2014, Case No. C-8351-14-B.

**RECOMMENDATION:**

Approve Authorizing the City Manager to Enter Into and Execute a Memorandum of Understanding Between the City of Edinburg Police Department and the Hidalgo County Sheriff's Office to Dispose of Forfeited Contraband, Pursuant to Chapter 59 of the Texas Code of Criminal Procedure, in Connection With Case No. C-8351-14-B.

**REVIEWED BY:**

**PREPARED BY:**

Chad Dufner

/s/ Ricardo Palacios by CP  
Ricardo Palacios  
City Attorney

/s/Richard M. Hinojosa  
Richard M. Hinojosa  
City Manager

/s/Ascencion Alonzo  
Ascencion Alonzo  
Director of Finance

/s/David White  
David White  
Chief of Police

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**RECORD OF VOTE:**

APPROVED  
DISAPPROVED  
TABLED  
NO ACTION

✓  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

✓  
Richard Molina  
Councilmember

Absent  
J. R.  
Betancourt  
Mayor Pro-  
Tem

✓  
Richard H. Garcia  
Mayor

✓  
Homer Jasso, Jr.  
Councilmember

✓  
David Torres  
Councilmember