

STATE OF TEXAS

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HIDALGO COUNTY

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HIDALGO COUNTY HIGH INTENSITY DRUG  
TRAFFICKING AREA (HIDTA) TASK FORCE  
AND  
U.S. CUSTOMS AND BORDER PROTECTION**

**WHEREAS**, this agreement is entered into by and between the **HIDALGO COUNTY HIDTA TASK FORCE** and the **U.S. CUSTOMS AND BORDER PROTECTION** hereinafter referred to as “**HIDTA**” and “**USCBP.**”

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

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

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

**THEREFORE**, the parties hereto agree as follows:

- 1. USCBP** shall assign an **AGENT** to **HIDTA** and shall remain responsible for payment of assigned **AGENT**'s ordinary salary, fringe benefits, and non-**HIDTA** overtime expenses, and any non-**HIDTA** related travel or per diem expenses. After initial assignment by **USCBP**, any change in the assigned **AGENT** must be agreed to by the **HIDTA** commander.
- 2. HIDTA** agrees to and shall provide an **UNMARKED UNIT** and a **FUEL CARD** to the assigned **AGENT** while working **HIDTA** investigations as approved by **HIDTA** command staff.

3. **HIDTA** may expend funds in training and Prevention Programs of assigned **AGENT**. **HIDTA** commander may approve training request that contributes to improving the efficiency and effectiveness of the assigned **AGENT**'s ability to disrupt and dismantle drug trafficking organizations, reduce, and/or discourage substance abuse in Hidalgo County.
  
4. **HIDTA** commander may authorize the use of **HIDTA** funds to purchase equipment intended for use by assigned **AGENT**. The use of **HIDTA** purchased equipment will be consistent with **HIDTA**'s strategy, activities and will contribute to the effectiveness of this initiative. **USCBP** has the responsibility of ensuring that equipment purchased with **HIDTA** funds is used to the maximum benefit of the **HIDTA** program, and that its use and management complies with the *Hidalgo County Purchasing Department, Fixed Asset Division, A Guide to Equitable Sharing for State and Local Law Enforcement Agencies*" for U.S. Treasury and U.S. Justice funds or the "*Texas Code of Criminal Procedure Article 59. Forfeiture of Contraband,*" contingent on the applicable funding source.
  
5. **HIDTA** may conduct investigation that may result in asset forfeitures, the proceeds of which may be distributed among participating agencies in shared cases in compliance with *A Guide to Equitable Sharing for State and Local Law Enforcement Agencies*" for U.S. Treasury and U.S. Justice funds and/or the "*Texas Code of Criminal Procedure Article 59. Forfeiture of Contraband*".
  - a. For investigations initiated by **HIDTA**, where the assigned **AGENT** provided assistance, the sharing of proceeds will be based on a percentage of man-hours contributed by **AGENT** in the investigation. The percentage of shared assets shall be determined from liquidated assets by **HIDTA** commander.
  
  - b. For investigation initiated by the **AGENT** 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.
  
  - c. The terms apply only to the distribution of property and proceeds awarded in connection with the **AGENT** participation in investigation conducted by **HIDTA**, and do not bind **HIDTA** or **USCBP** 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: \_\_\_\_\_ Date \_\_\_\_\_  
Ramon Garcia, County Judge

**OFFICE OF CRIMINAL DISTRICT ATTORNEY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ricardo Rodriguez, District Attorney

**USCBP**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Manuel Padilla Jr., RGV Border Sector Chief

**HIDTA**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Juan P. Sifuentes, HIDTA Commander