

STATE OF TEXAS §
 §
HIDALGO COUNTY §

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HIDALGO COUNTY 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 HIDTA TASK FORCE** and the **HIDALGO COUNTY CONSTABLE PRECINCT 4** hereinafter referred to as “**HIDTA**” and “**CONSTABLE.**”

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

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

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

THEREFORE, the parties hereto agree as follows:

1. **CONSTABLE** 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**, any change in the assigned **DEPUTY CONSTABLE** must be agreed to by the **HIDTA** commander.
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 fifteen thousand dollars (\$15,000.) 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 “*Texas Code of Criminal Procedure Chapter 59. Forfeiture of Contraband*”.
4. **HIDTA** may expend funds in training and Prevention Programs of assigned **Deputy Constable**. **HIDTA** commander may approve training request that contributes to improving the efficiency and effectiveness of the assigned **Deputy Constable’s** ability to disrupt and dismantle drug trafficking organizations, reduce, and/or discourage substance abuse in Hidalgo County.
5. **HIDTA** commander may authorize the use of **HIDTA** funds to purchase equipment intended for use by assigned **Deputy Constable**. The use of **HIDTA** purchased equipment will be consistent with **HIDTA’s** strategy, activities and will contribute to the effectiveness of this initiative. **CONSTABLE PRECINCT 4** 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 “*Texas Code of Criminal Procedure Chapter 59. Forfeiture of Contraband*”.
6. **HIDTA** may conduct investigation 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 investigation 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 investigation 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: _____
Richard Cortez, County Judge

_____ Date

By: _____
Toribio "Terry" Palacios, District Attorney

_____ Date

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

_____ Date

By: _____
Juan P. Sifuentes, HIDTA Commander

_____ Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By : _____ Date: _____