

**DRUG ENFORCEMENT ADMINISTRATION
HARRIS COUNTY CONSTABLE PRECINCT 5
REIMBURSEMENT OF COSTS
MEMORANDUM OF UNDERSTANDING**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Drug Enforcement Administration (DEA) and the Harris County Constable Pct 5 ("the Parties"). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the DEA to enter into this agreement can be found at Title 28, United States Code (U.S.C.) § 530(c), Title 21 U.S.C. § 878, and Title 28, Code of Federal Regulations (C.F.R.) § 0.100.

PURPOSE

3. The purpose of this Agreement is to define the roles and responsibilities of the Parties concerning reimbursement for the Harris County Constable Pct 5 vehicle expenses incurred by reason of their participation in HSTF Investigations (formerly Strike Force investigations). Fiscal Year 2026 will be the final funding year for the vehicle lease program.
4. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of the other party.

BACKGROUND INFORMATION

5. Vehicle expenses were pre-approved for reimbursement in support of historical Strike Force Groups now operating as HSTFs. Approved annual vehicle expenses, not to exceed \$900.00 per month, are:

Harris County Constable Pct 5	Vehicle Lease	\$10,800.00
Harris County Constable Pct 5	Vehicle Lease	\$10,800.00

6. Costs that are not eligible for DEA reimbursement include, but are not limited to:
 - Fuel
 - Repairs/Damages to vehicle
 - Registration
 - Maintenance
 - Insurance
 - Fees and Taxes

7. When a leased vehicle is under a State and Local officer's control, the State and Local officer must park or store the vehicle in a manner that reasonably protects it from theft or damage and must lock it when unattended.

SPECIFIC RESPONSIBILITIES

8. Contingent on the availability of funds and in accordance with Department of Justice Policy, the DEA will provide funding on a reimbursable basis to the Harris County Constable Pct 5 for permissible vehicle expenses incurred by the Harris County Constable Pct 5 in supporting HSTF Investigations.
 - A. Reimbursements will be made each month from the DEA Houston Field Division upon receipt of an invoice from the Harris County Constable Pct 5 for vehicle expenses incurred in that month. Funds will only be provided for vehicle expenses already paid by the Harris County Constable Pct 5.
 - B. Reimbursement Requests must be submitted from the Harris County Constable Pct 5 to the Houston Field Division for vehicle expenses and equipment purchases during the month. The monthly Reimbursement Request must only contain vehicle expenses incurred during the corresponding month. Any deviation from monthly billing must be approved by the Houston Field Division. DEA is aware that during Fiscal Year 2026 that this agreement came late and after the first quarter. Prior approved vehicle expenses during that first quarter should be remedied with the Houston Field Division.

EFFECT OF THIS AGREEMENT

9. This MOU is not an obligation or a commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties of the matters described herein. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations and policies. The Parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.
10. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under an applicable law.
11. This MOU is not intended to be enforceable in any court or administrative forum. The Parties will seek to resolve any disputes regarding this agreement by mutual consultation.
12. The DEA and the Harris County Constable Pct 5 will assign points of contact (POCs) for this agreement. The POCs will address and resolve all issues related to this agreement. The Parties agree to coordinate safety issues, jurisdictional matters, and other issues through their designated POCs. If an issue cannot be resolved by the designated POCs, the Parties agree to elevate the issue(s) through their respective chains of command.

EFFECTIVE DATE, ADMINISTRATION, AND TERMINATION

- 13. All activities of the Parties under this MOU will be carried out in accordance with the terms and conditions of this Agreement.
- 14. Except as otherwise provided, this Agreement may be amended by the mutual written consent of the Parties' authorized representatives.
- 15. This Agreement will enter into effect upon signature of the Parties.
- 16. This agreement is the complete and exclusive statement of agreement between the Parties concerning reimbursement of permissible vehicle expenses.

SIGNATURES

**BRIAN
LEARDO**

Digitally signed by BRIAN
LEARDO
Date: 2026.04.09
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Brian C. Leardo
Special Agent in Charge
DEA Houston Field Division

Date

FOR THE PARTICIPATING AGENCY

Signed by:

Terry Allbritton

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Terry Allbritton
Constable
Harris County Constable Pct 5

4/6/2026

Date