

MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
SOUTH TEXAS REFUGE COMPLEX
LOWER RIO GRANDE VALLEY NATIONAL WILDLIFE REFUGE

AND

CONSTABLE PRECINCT 2
HIDALGO COUNTY, TEXAS

I. Purpose and Scope

This memorandum of Understanding (“MOU”) is made by and between the South Texas Refuge Complex (“STRC”) a management unit of the U.S. Fish and Wildlife Service, an agency of the Department of the Interior, and Constable Precinct 2, a law enforcement agency of Hidalgo County, Texas. Collectively the Hidalgo County Constable Precinct 2 and the South Texas Refuge Complex are referred to hereinafter as the “parties”.

This MOU is intended to facilitate cooperation between the parties, to provide consistent goals, principals and guidance and to define the parties’ respective roles and responsibilities regarding the maintenance of infrastructure and utilities of a joint law enforcement facility located within the boundaries of the STRC.

II. Background

The South Texas Refuge Complex has constructed a joint law enforcement operations facility to house the Hidalgo County Constable Precinct 2 and Refuge Law Enforcement. The joint operations facility is located at the Marinoff Tract of the Lower Rio Grande Valley National Wildlife Refuge, a refuge unit of the South Texas Refuge Complex (STRC), at a location adjacent to a camping area used to facilitate lodging needs for refuge volunteers. None of the Marinoff Tract is open to the general public.

The joint operations facility is to address law enforcement coverage as it applies to law enforcement issues at STRC. The joint operations facility will improve the effectiveness and efficiency of Refuge Law Enforcement and Hidalgo County Constable Precinct 2 Operations while providing for improved visitor enjoyment and safety, and protection of Refuge scenic, natural, and cultural resources.

III. Authorities

1. Partnerships for Fish and Wildlife Purposes (16 U.S.C. 661 et seq.): The Fish and Wildlife Coordination Act provides authority for the Secretary to enter into agreements with Federal and State agencies, as well as public and private organizations, to assist in the protection of fish and wildlife and their habitats. This broad authority includes provisions for the Secretary to receive donations of lands and funds, as well as to enter into grants and cooperative agreements for the benefit of fish and wildlife species and their habitat.
2. Cooperation with States for Law Enforcement (16 U.S.C. 7421): The Fish and Wildlife Improvement Act of 1978 authorizes the Secretary to establish, conduct and assist with national training programs for State fish and wildlife law enforcement personnel. The Act provides authority for the Secretary to enter law enforcement cooperative agreements with State or other federal agencies.

IV. Common Findings and Affirmations of the Parties

STRC recognizes that the Hidalgo County Constable Precinct 2 has a responsibility to conduct law enforcement operations on STRC within the jurisdictional boundaries of the Hidalgo County Constables Office Precinct 2.

Hidalgo County Constable Precinct 2 recognizes that STRC is obligated to manage lands within the STRC boundaries in accordance with their designated purpose.

The parties recognize that the repair and maintenance of the facility is a common area of interest as it affects the parties' ability to utilize the facility to greatly enhance the ability to carry out their legal and statutory responsibilities more effectively.

The parties therefore enter into this MOU in a cooperative spirit with the goal of working together to enable each party to meet its long-term statutory mission by insuring that there is an appropriate level of coordination and exchange regarding the repair and maintenance of the facility located at the Marinoff Tract.

V. Responsibilities and Terms

The parties hereby agree to the following terms and conditions:

- a. The STRC will assume all responsibilities for routine repair and maintenance of roads and related structures of the law enforcement facility.
- b. The STRC will assume responsibility for phone lines and computer connections in the law enforcement facility.
- c. The STRC will assume responsibility for the phone and internet service at the law enforcement facility.

- d. The expense of repair to excessive damage due to accident or negligence will be bore by the agency responsible for the damage at the law enforcement facility.
- e. The STRC will assume responsibility for the janitorial service of the common areas and refuse pickup at the law enforcement facility.
- f. Each party will be responsible for keeping their assigned office space clean at the law enforcement facility.
- g. Each party will be responsible for providing and maintaining their own technological infrastructure to include but not limited to computers, printers, fax machines etc.
- h. The STRC will assume responsibility for the physical security of the building that includes fencing, gates, lighting and alarm system at the law enforcement facility on the Marinoff Tract.

VI. Duration and Modification of the MOU

This MOU will take effect when signed by the parties hereto and shall remain in effect for a period of five years, unless terminated, in writing, by either party after 60 day notice. The parties agree that prior to termination they will explore all reasonable alternatives to ensure continuation of the MOU. Either party may terminate this agreement for any reason. This MOU may be modified at any time by written agreement of both parties. After a five year period the parties agree to review and reissue a subsequent MOU in accordance to all associated needs at that time.

VII. Interagency Communications

To provide for consistent, recurring, and effective communication between both parties, each party shall immediately designate representatives to serve as points of contact on all matters relating to this MOU. Each party will advise the other in writing or email. The names and telephone numbers of the representative designated within 10 days of the MOU's execution and will notify the other party of any changes to the designated representative.

VIII. Miscellaneous Provisions

- a. The provisions of any statutes and/or regulations cited in this MOU may contain legally binding requirements. The MOU itself does not alter, expand, or substitute for those provisions or regulations, nor is it a regulation itself. Thus, this MOU does not impose legally binding requirements on the parties, not does it create a legal right of action for the parties or any third party. This MOU is to be implemented consistent with the statutory provisions and other legal authorities pursuant to which the parties undertake their activities. Nothing in this MOU will be construed as affecting the authority or jurisdiction of either party in carrying out its responsibilities under applicable statutes or other legal authorities.
- b. Unless expressly provided by law, personnel or volunteers of one party shall not be considered to be agents or employees of the other party for any purpose, and no joint venture or principal-agent relationship shall be deemed to exist. The personnel and volunteers of one

party are not entitled to any of the benefits that the other party provides for its employees or volunteers.

- c. This MOU shall not make or be deemed to make any party to this MOU an agent for or the partner of any other party.
- d. On behalf of itself, its officers, directors, members, employees, agents, and representatives, each party agrees that it will be responsible for its own acts and omissions and the results thereof and that it shall not be responsible for the acts or omissions of any other party, nor the results thereof. Each party therefore agrees that it will assume the risk and liability to itself, its agents, employees, and volunteers for any injury to or death of persons or loss or destruction of property resulting in any manner from the conduct of the party's own operations and/or the operations of its agents, employees, and/or volunteers under this MOU. Each party further releases and waives all claims against every other party for compensation for any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of the performance of this MOU, including without limitation any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of the other party's negligence, provided, however, that any party may agree to voluntarily compensate another party for damage to equipment.
- e. If any action at law or in equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this MOU, then each party shall pay its own attorney's fees and costs. Each party shall be solely responsible for its own actions, and no party shall be liable in monetary damages to any other party for any breach of this MOU, any performance or failure to perform a mandatory or discretionary obligation imposed by this MOU, or any other cause of action arising from this MOU.
- f. This MOU is not a federal contract, rule, or regulation. This MOU shall not be construed as or interpreted to be final federal agency action.
- g. If any provision of this MOU is held invalid, the other provisions shall not be affected thereby.
- h. This MOU may be executed in counterparts, each of which when executed shall be deemed to be an original and all of which when taken together shall constitute one and the same MOU.
- i. No member of or delegate to Congress shall be entitled to any share or part of this MOU or to any benefit that may arise from it.
- j. This MOU is subject to all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352); and (b) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683 and 1685-1686).
- k. Nothing in this MOU may be construed to obligate the Parties to any current or future expenditure of resources either in the advance of appropriations from Congress or when

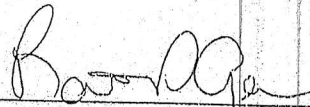
funds are available. Should the agencies mutually agree to an expenditure of resources, and Interagency MOU would be executed in accordance with applicable Federal statutes and regulations.

The MOU's sole intended function is to serve as an agreement between the parties as to the operation and maintenance of the law enforcement facility on the Marinoff Tract and nothing herein shall be construed to alter, modify, or affect either parties right, title, or interest in any real or personal property.

The parties will strive to both resolve conflicts at and delegate resolution authority to the lowest field operational level possible while applying the principals of this MOU. If a dispute cannot be resolved at the lowest field operational level, then the issue will be elevated to the next level of command or authority within the parties' respective organizations.

IN WITNESS WHEREOF, the parties hereto execute this MOU on the date(s) set forth below:

Date: Sept 23, 2013



Robert D. Jess, Project Leader
South Texas Refuge Complex

Date: _____