

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HIDALGO COUNTY HIDTA TASK FORCE
AND THE
TEXAS ALCOHOL & BEVERAGE COMMISSION

PARTIES

This agreement is entered into by and between the Texas Alcohol & Beverage Commission (“TABC”) and the Hidalgo County HIDTA Task Force (“HCHTF”), hereinafter referred to as “the Parties.

AUTHORITIES

Authorization of this MOU is pursuant to Chapter 791 of the Government Code (the Interlocal Cooperation Act).

PREAMBLE

WHEREAS, the Office of National Drug Control Policy provides grant funding to the Hidalgo County District Attorney’s Office for the support of the Hidalgo County High Intensity Drug Trafficking Area (“HIDTA”) Initiative, which operates as a component of the South Texas HIDTA, and includes a multi-agency law enforcement Detail; and

WHEREAS, the mission of the HIDTA Detail is to reduce drug trafficking in Hidalgo County and surrounding areas by instituting and coordinating law enforcement investigations to reduce the production, manufacturing, distribution, transportation and chronic use of illegal drugs, as well as the attendant money laundering of drug proceeds; and

WHEREAS, the TABC is a participating law enforcement agency in the HIDTA Detail; and

WHEREAS the HIDTA Detail engages in the seizure and forfeiture of contraband in an effort to reduce the profitability of illegal drug trafficking; and

WHEREAS, member agencies of the HIDTA Detail have unique opportunities to impact the quality of life and well-being of the citizens of Hidalgo County, the State of Texas, and the United States by combining efforts to achieve the goals; and

WHEREAS, it is in the best interest of the community that the parties work with each other through coordinated participation in the HIDTA Detail;

NOW THEREFORE, the parties hereby agree as follows:

TERMS CONDITIONS AND PROCEDURES

SECTION 1. Purpose and Authority

1. The purpose of this Memorandum of Understanding (“MOU” or “Agreement”) is to establish a cooperative relationship between the HCHTF and TABC, and to formalize policy and procedures involving TABC’s participation in the HIDTA Detail.
2. This MOU is established pursuant to the policies and procedures of the HIDTA program.

SECTION 2. Contract Period

1. This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

SECTION 3. Mission and Objectives

1. The HIDTA Detail consists of joint, collocated and/or commingled federal State and local law enforcement agencies. The mission of the Detail, including its member law enforcement agencies, is to measurably diminish drug trafficking by disrupting and dismantling regional, national and international drug trafficking and money laundering organizations. These operations support the South Texas HIDTA Threat Assessment Strategy.
2. To accomplish its mission, the HIDTA Detail and its member law enforcement agencies have adopted specific objectives that include to:
 - a.) Reduce drug trafficking and money laundering

activities;

b.) Reduce public corruption;

c.) Reduce crime rates and illegal drug activity; and

d.) Increase safety for investigative and support personnel.

3. Achievement towards these objectives will be furthered by the following activities: Promoting counter-drug intelligence exchanges within the HIDTA and its member agencies;

a.) Targeting drug trafficking and money laundering organizations operating or impacting the geographic region of the HIDTA;

b.) Identifying and prosecuting leaders of illicit drug trafficking and money laundering organizations;

c.) Developing additional target organizations through intelligence and enforcement efforts; and

d.) Initiating or adopting investigations that meet the criteria for acceptance as Organized Crime Drug Enforcement Task Force (OCDETF) cases.

SECTION 4. Conditions and Procedures

1. The TABC shall assign two (2) investigators to the HIDTA Detail and shall remain responsible for payment of the assigned investigator's ordinary salary, fringe benefits, and overtime expenses, and any non-HIDTA-related travel or per diem expenses. After initial assignment by TABC, any change in the assigned TABC investigator must be agreed to in writing by the Parties and executed as an addendum to this Agreement.
2. The assigned TABC investigator shall not be considered an employee of the County of Hidalgo or HCHTF by virtue of his participation in the HIDTA Detail, and shall remain subject to the policies and procedures of the TABC, including the TABC Peace Officer Policy and Procedure Manual.

3. The TABC agrees to and shall make a supervising law enforcement officer available to address administrative matters with respect to the TABC's participation in the HIDTA Detail. The TABC supervising officer will be responsible for coordinating the TABC investigator's efforts to cooperate with the HIDTA Detail, and shall exercise supervisory authority over the assigned TABC investigator at all times.
4. HCHTF will provide the TABC investigator with:
 - a.) Office space and office equipment;
 - b.) Database access, via HIDTA Intelligence Research Specialist;
 - d.) HIDTA radio; and
 - e.) Overtime reimbursement (up to a limit of \$10,000) for work on HIDTA cases.
5. The TABC investigator's use of equipment and facilities listed in Section 4.04 will comply with policies and procedures established by the HIDTA Detail and HCHTF as appropriate for "official use only" in the development and investigation of shared cases.
6. The Parties agree to communicate with regard to the TABC investigator's participation and work performance, and will in good faith attempt to resolve by mutual agreement any claims or disputes between the Parties that may arise.

SECTION 5. Overtime Reimbursement

1. HCHTF agrees to and shall pay to the TABC funds not to exceed \$10,000 per fiscal year for the purpose of reimbursing TABC for actual hourly overtime costs (calculated in accordance with the overtime provisions of the federal Fair Labor Standards Act) incurred by the TABC investigator assigned to the HIDTA Detail for working on HIDTA cases and as approved by HCHTF Command staff.
2. The reimbursement of overtime costs will be limited to cases investigated by the HIDTA Detail where the TABC investigator provided assistance.

3. HCHTF will reimburse TABC for overtime incurred at the actual rate received by the investigator assigned to the HIDTA Detail investigations.
4. To initiate reimbursement, TABC will submit an appropriate Reimbursement Request with appropriate documentation of actual overtime expenses to HCHTF within thirty (30) days of the close of the month in which the overtime was worked. HCHTF shall make payments for the reimbursement of overtime under this MOU from HIDTA Asset Forfeiture Account.
5. All proper Reimbursement Requests received by HCHTF will be paid within forty-five (45) days of receipt. Reimbursement Requests shall be submitted to:

Commander Dora L. Munoz
C/O Hidalgo County HIDTA Task Force
PO Box 5719
McAllen, TX 78502

SECTION 6. Sharing of Forfeited Assets/Proceeds

The Parties anticipate that investigations conducted by the HIDTA Detail may result in asset forfeitures, the proceeds of which may be distributed among participating agencies in shared cases.

1.

For cases initiated by HCHTF where the assigned TABC investigator provided assistance in the form of surveillance, database investigation, case preparation or other assistance, the sharing of proceeds will be based on a 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 HCHTF Detail Commander in accordance with this Section.

2.

For cases initiated by the TABC investigator as part of his responsibilities with the HIDTA Detail, and where other task force members provided assistance in the investigation, the sharing of proceeds will be based on a 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 HCHTF Detail Commander in accordance with this Section

3. The terms of this Section apply only to the distribution of property and proceeds awarded in connection with the TABC's participation in investigations conducted by the HIDTA Detail, and do not bind the parties with respect to any other matters involving the sharing and distribution of the proceeds of contraband forfeitures.

SECTION 7. Legal Responsibilities

1. It is expressly understood and agreed that in the execution of this MOU, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions. The Parties shall remain individually responsible for any civil liability that may arise in the performance of HIDTA investigations as a result of the acts or omissions of its own law enforcement officers.

SECTION 8. Notice

1. Any notice required or permitted to be given under this MOU shall be in writing and shall be given to the appropriate party by certified mail return receipt requested. Notices shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the receiving party as follows:

**Hidalgo County
HIDTA Task Force**

Dora L. Munoz

Commander

Hidalgo County HIDTA Task Force

P.O. Box 5719

**Texas Alcohol & Beverage
Commission:**

Dexter K. Jones

Field Operations

Division

McAllen, TX 78502

P.O. Box 13127

(956) 381-0444

Austin, TX 78711-3127

(512) 206-3302

SECTION 9. Applicable Law and Venue

1. This Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

SECTION 10. Amendment

1. This MOU may be amended only upon written agreement signed by the Parties.

SECTION 11. Termination

1. The Parties understand that participation in this MOU is voluntary and may be terminated by either party by giving thirty (30) days' written notice to the other party of its intention to terminate.

SECTION 12. Interpretation/Severability

1. This MOU is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this agreement.
2. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
3. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to


accomplish the purpose of the Agreement.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, Hidalgo County Judge

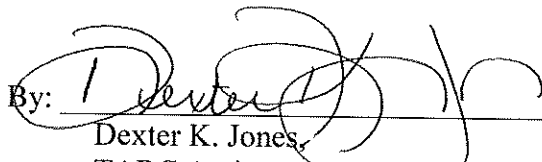
Date

By: 

Rene Guerra, Hidalgo County
Criminal District Attorney

11/07/13
Date

TEXAS ALCOHOL & BEVERAGE COMMISSION

By: 

Dexter K. Jones,
TABC Assistant Chief of Field Operations

11/07/2013
Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By: _____ Date: _____
Victor Garza, Assistant DA