

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TEXAS DEPARTMENT OF PUBLIC SAFETY  
THE HIDALGO COUNTY SHERIFF'S OFFICE AND  
THE MCALLEN POLICE DEPARTMENT FOR  
establishment and operations of the  
TEXAS TRANSNATIONAL INTELLIGENCE CENTER  
HB 11 and App Act Rider No. 52, 84<sup>th</sup> Regular Session**

This Memorandum of Understanding (MOU) is entered into under the Interlocal Cooperation Act, Chapter 791, Texas Gov't Code, between the Texas Department of Public Safety (TXDPS), the Hidalgo County Sheriff's Office (HCSO) and the City of McAllen, McAllen Police Department (MPD).

**Whereas**, the purpose of the MOU is to formalize the agreement between TXDPS, HCSO and MPD regarding HCSO's and MPD's establishment and operation of the Texas Transnational Intelligence Center (TTIC).

**Whereas**, under Section 362.005, Local Gov't Code, adopted by HB11, 84<sup>th</sup> Regular Session, HCSO and MPD are to jointly establish and operate the TTIC and TXDPS is to assist the HCSO and MPD in their establishment and operation.

**Whereas**, TXDPS, HCSO and MPD have entered into a separate interlocal agreement regarding the Texas Anti-Gang Center (TAG CENTER); however the TTIC will not be operated within that agreement or center.

**Whereas**, TXDPS was appropriated funds for the purpose of transferring those funds to the TTIC, House Bill 1, Strategy B.1.12. Networked Intelligence, 2016-2017 General Appropriations Act, Article V, Department of Public Safety and identified in Rider No. 52.

**Whereas**, TXDPS is organized pursuant to Chapter 411, Tex. Gov't Code, and is authorized to enter into this MOU under those provisions and Chapter 421, Tex. Gov't Code.

**Whereas**, MPD is a duly organized municipality and political subdivision of the State of Texas and authorized to enter into this MOU under its enabling legislation, Local Gov't Code, and Chapter 362, Local Gov't Code.

**Whereas**, HCSO is a duly organized county of the State of Texas and authorized to enter into this MOU under its enabling legislation, Local Gov't Code, and Chapter 362, Local Gov't Code.

**Whereas**, prior to entering into this MOU, HCSO has requested and obtained all requisite approvals of its governing body and otherwise complied with applicable law to enter into this MOU and establish and operate the TTIC.

**Whereas**, prior to entering into this MOU, MPD has requested and obtained all requisite approvals of its governing body and otherwise complied with applicable law to enter into this MOU and establish and operate the TTIC.

**Whereas**, TXDPS, HCSO and MPD agree as follows:

**A. Establishment and Operation of the TTIC and HCSO and MPD's duties:**

1. Through this MOU and otherwise in accordance with the applicable law for each, HCSO and MPD jointly establish and operate the TTIC as a central repository of real-time intelligence relating to (1) autopsies in which the person's death is likely connected to transnational criminal activity; (2) criminal activity in the counties along the Texas-Mexico border and certain other counties; and (3) other transnational criminal activity in Texas.
2. HCSO and MPD shall establish and operate the TTIC in accordance with this MOU, Section 362.005, Local Gov't Code, Rider 52, and other applicable law.
3. HCSO and MPD shall cooperate with TXDPS in accordance with this MOU, Section 362.005, Local Gov't Code, Rider 52, and other applicable law.
4. HCSO and MPD shall coordinate with each law enforcement agency in a county located along the Texas-Mexico border or in a county that contains a federal checkpoint to assist each such agency in its reporting to the TTIC – specifically, regarding criminal activity in the law enforcement agency's jurisdiction, including details on kidnappings, home invasions, and incidents of impersonation of law enforcement officers.
5. HCSO and MPD shall coordinate with the Texas Alcoholic Beverage Commission (TABC) and the Texas Parks and Wildlife Department (TPWD) to assist each agency in its reporting to the TTIC – specifically, regarding transnational criminal activity in the agency's jurisdiction.
6. HCSO and MPD shall ensure that the intelligence in the TTIC shall be made available to each law enforcement agency in Texas, the TABC and TPWD.
7. MPD shall use all transferred funds solely for the TTIC purposes described in this MOU. No later than thirty (30) calendar days after August 31, 2017, MPD shall report in writing to TXDPS regarding and complete an interagency transfer to TXDPS all unencumbered funds remaining, if any, for deposit by TXDPS in the appropriate fund.
8. No later than the fifth calendar day of the first month of each quarter MPD shall submit to TXDPS a detailed report on all expenditures during the prior quarter of the funds transferred by TXDPS under this MOU and any other information and documentation requested by TXDPS sufficient to meet TXDPS requirements and Texas and other reporting and auditing requirements related to these funds or TTIC operations. In each such quarterly report and also in each ad hoc report requested by TXDPS, MPD shall report all expenditures of TTIC funds detailed by LBB object code, with certification from MPD's Chief Financial Officer that all funds were expended in accordance with this MOU, Section 362.005, Local Gov't Code, Rider 52, and other applicable law.
9. HCSO and MPD shall operate the TTIC in compliance with Section 421.085, Tex. Gov't Code, and rules relating to that section.

**B. TXDPS's duties:**

1. TXDPS shall complete an interagency transfer of Rider 52 appropriated funds in the amount of \$2,430,812 to the MPD, for the sole purpose of MPD's and HCSO's use in the establishment and operation of the TTIC from the effective date of this MOU through August 31, 2017 or until such time that all funds are expended. HCSO and MPD shall provide appropriate oversight to ensure funds are used solely for this purpose as provided in this MOU.

**C. Effective Date and Term of MOU.**

This MOU is effective on the date it is fully executed and will remain in full force and effect until August 31, 2017 unless cancelled in writing by either Party after at least thirty (30) calendar days prior notice to the other Party. HCSO and MPD shall have thirty (30) calendar days after August 31, 2017 to allow for any final administrative issues to be resolved after the return of any funds and final accounting under this MOU.

**D. Miscellaneous Provisions.**

1. **Dispute Resolution.** The Parties shall use good-faith efforts to resolve any issues of any nature that may arise under or by this MOU.
2. **Funding Limitation.** Nothing in this MOU will be construed to create an obligation or liability by TXDPS in excess of the funds actually received by TXDPS. If such funds are not transferred, appropriated or otherwise become unavailable, this MOU may be terminated.
3. **Governing Law and Venue.** This MOU will be governed and construed in accordance with the laws of the State of Texas. Venue of any suit brought for breach of this MOU will be fixed in any court of competent jurisdiction in Travis County, Texas; provided, however, the foregoing will not be construed as a waiver of sovereign immunity by either Party.
4. **Severance.** Should any one or more provisions of this MOU be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) will be construed as severable from the remainder of this MOU and will not affect the validity of all other provisions of this MOU, which will remain of full force and effect.

**E. Audit Provisions.** Pursuant to Section 2262.154, Tex. Gov't Code:

1. The state auditor may conduct an audit or investigation of the funds transferred by TXDPS under this MOU or otherwise related to the TTIC;
2. Acceptance of funds directly or indirectly under this MOU or otherwise related to TTIC acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds;
3. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor shall provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit;
4. Acceptance of funds directly under this MOU or from TTIC acts as acceptance of the authority of TXDPS to conduct an audit or investigation in connection with those funds and shall provide timely access to any information TXDPS considers relevant to the investigation or audit.

**F. Records Retention.** The Parties shall maintain all documents and other records relating to this MOU for a period of seven (7) years after the end of this MOU, or until a resolution of all audit, investigation or litigation matters which may arise, whichever is later.

**G. Notices.** Any notices under this MOU will be provided by electronic mail, as follows:

MPD: vrodriguez@mcallenpd.net

HCSO: joel.rivera@hidalgoso.org

TXDPS: Dale.Avant@dps.texas.gov

**H. Entire Agreement.** This MOU constitutes the entire agreement of the Parties. No other agreement, statement, or promise that is not contained in this MOU will be binding except by a subsequent written amendment to this MOU signed by both Parties.

**Certifications.** THE UNDERSIGNED do hereby certify that: (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies, (3) this MOU is not prohibited by Section 771.003(b), Tex. Gov't Code, and (4) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder.

MPD further certifies that it has authority to enter into this MOU.

HCSO further certifies that it has authority to enter into this MOU.

TXDPS further certifies that it has authority to enter into this MOU.

**I.** This MOU may be altered, modified, or amended only by written agreement properly executed by the duly authorized representatives of all three parties.

**J.** This MOU may be executed in multiple counterparts, each of which shall be deemed an original. This MOU and modifications, waivers, or amendments thereto may be executed and delivered by electronic mail and such delivery shall constitute the final agreement of the parties.

**Texas Department of Public Safety**

\_\_\_\_\_  
Steven C. McCraw  
Director

Date: \_\_\_\_\_

**City of McAllen, McAllen Police Department**

\_\_\_\_\_  
Name:

Title:

Date: \_\_\_\_\_

**County of Hidalgo, Sheriff's Office**

\_\_\_\_\_  
Name:

Title:

Date: \_\_\_\_\_