

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CONSTITUENT AGENCIES
OF THE TEXAS ANTI-GANG (TAG) CENTER
RIO GRANDE VALLEY**

I. Introduction

Due to various factors, the region surrounding and including Hidalgo County, Texas has become a primary center for gangs and other organizations engaged in serious criminal activity. Multiple law enforcement agencies at the federal, state, and local level have responsibility for the investigation and prosecution of these criminal organizations. Cooperation among these different law enforcement agencies in addressing the threat posed by criminal organizations furthers the ability of these agencies to fulfill their mission, which, consequently, furthers the public good. To enhance this cooperation, the agencies listed herein have agreed to establish the Rio Grande Valley ("RGV") Texas Anti-Gang ("TAG") Center. The RGV TAG Center will be a state-of-the-art facility in which representatives from multiple law enforcement agencies will collocate in order to more efficiently and effectively cooperate and collaborate on intelligence, investigatory, and operational activities related to combating the shared threat of criminal organizations operating in and affecting the region.

II. Purpose

- A. The purpose of this agreement is to set forth the terms by which the parties agree to establish a joint physical presence at the RGV TAG Center.
- B. This agreement is not intended as, and should not be construed as, altering or superseding any existing agreement, memorandum, policy, or legal authority concerning any of the parties to this agreement.
- C. This agreement 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, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof. The participating agencies, their agents, representatives and employees reserve and do not waive, any immunity or similar right to which they are entitled, nor do they waive any provision of the Texas Tort Claims Act or the Federal Tort Claims Act, as applicable. No provision of this agreement that imposes an obligation or restriction on a party not permitted by applicable law shall be enforceable.
- D. As described herein, the RGV TAG Center is established as a common physical environment to facilitate the effective and efficient cooperation and collaboration

between multiple law enforcement agencies with respect to a common subject matter. The TAG Center is a shared project of the individual agencies maintaining a physical presence there, subject to the terms of this agreement, and is not a separate or distinct legal entity, whether agency, office, component, corporation, or otherwise.

III. Mission statement

The mission of the RGV TAG center is to enable the participating agencies to more efficiently and effectively cooperate and collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in our region, by providing a common physical environment equipped with the most advanced technology.

IV. Participation

A. Constituent Agencies. “Constituent Agencies” will be those participating agencies. Other agencies will not be eligible unless added to the list of Constituent Agencies as provided herein pursuant to Section XIV(A) The following agencies are hereby designated as Constituent Agencies:

1. McAllen Police Department (McPD).
2. Hidalgo County Sheriff’s Office (HCSO).
3. Texas Department of Public Safety, Region 3 (DPS).
4. Edinburg Police Department (EPD).
5. Mission Police Department (MDP).
6. Pharr Police Department (PPD).
7. San Juan Police Department (SJPD).
8. United States Border Patrol (USBP).
9. United States DOJ FBI – McAllen (FBI).
10. United States DOJ DEA – McAllen (DEA).
11. United States DHS ICE-ERO – San Antonio (ICE).
12. United States DHS ICE – HSI – McAllen (HSI).
13. United States DOJ – ATF – McAllen (ATF).
14. Weslaco Police Department (WPD).
15. Hidalgo County District Attorney’s Office – Edinburg (DA).

B. Executive Board Agencies. “Executive Board Agencies” will be Constituent Agencies as designated herein pursuant to Section IV.A.

C. Governing bodies. For purposes of this agreement, the term “governing bodies” includes those bodies specified in this section or subsequently created pursuant to the terms of this agreement that are vested with authority to take actions on behalf of the RGV TAG Center.

1. Executive Board. Ultimate governance of the RGV TAG Center is vested in an

Executive Board, comprised of the principal of each of the Executive Board Agencies, each having an equal vote on all matters before the board. The Executive Board shall designate a member to the Executive Board as the Presiding Principal for one (1) calendar year terms. The board has the authority to take any action with respect to the RGV TAG Center that is not inconsistent with this agreement and applicable law.

- a. Minutes. The Presiding Principal or the RGV TAG Center Administrator, as defined in IV. D. herein, is responsible for ensuring that the Executive Board meetings are recorded, and that the minutes are prepared and maintained. Once approved, meeting minutes and the recording of the meetings will be retained in the RGV TAG Center files as per state retention schedules.
 - b. Availability of Minutes. Approved minutes of the Executive Board meetings will be made available to all participating agencies. All other requests for copies will be submitted in writing to the Presiding Principal or RGV TAG Center Administrator, and approved by the Executive Board.
 - c. Executive Sessions. At times, executive sessions are necessary to discuss sensitive issues. The decision to adjourn into executive session, and participation therein, will be determined by motion and vote of the Executive Board. During executive sessions, no votes, minutes, or recordings will occur.
2. Management Committee. General management of the RGV TAG Center is vested in a Management Committee, which is subordinate to the Executive Board. Each constituent agency shall appoint a senior manager from their respective staff to serve on the committee. Each member of the committee has an equal vote on all matters before the committee. The committee has the authority to take any action with respect to the RGV TAG Center that is not inconsistent with this agreement, applicable law, and/or a decision of the Executive Board. All decisions of the committee are subject to discretionary review by the Executive Board.
 3. Supervisors Working Group. A Supervisors Working Group shall be comprised of the first and second-line supervisors of each participating agency. The purpose of this working group is to provide an established forum wherein issues related to the interaction of the participating agencies can be addressed on an informal basis. The Supervisors Working Group shall not be considered a governing body under this agreement, and shall not have authority to make a binding decision on behalf of the RGV TAG Center.
 4. Other informal working groups. To facilitate a productive and organized

working environment, the Executive Board may choose to form other informal working groups to discuss issues of common interest. No informal working group shall have authority to making a binding decision on behalf of the RGV TAG Center.

- D. Administrator. Subject to availability of funding, the RGV TAG Center shall have an Administrator. The Administrator shall be responsible for overseeing the day to day functions of the RGV TAG Center, including facilities, equipment, and security. The Administrator shall also oversee all reporting in connection with any grant awards and shall perform any other duties assigned to it by the Executive Board. The Administrator shall not direct or have any command authority over any of the participating agencies. The Executive Board shall select or approve the selection of the Administrator. The Executive Board shall also oversee the Administrator's performance.
- E. Participating agency personnel. Each participating agency shall be entitled to have employees or contractors from its respective staff working at the RGV TAG Center in such numbers as are approved by the Executive Board. Individuals working at the RGV TAG Center remain as employees of their respective participating agencies, and are subject to their participating agencies' exclusive control.

V. Commitments of the Participating Agencies

Each Constituent Agency commits to further the mission of the RGV TAG Center by acting with a general spirit of cooperation and collaboration with the other participating agencies on matters related to the RGV TAG Center, and specifically by:

- A. Identifying and pursuing opportunities to improve the sharing of information in its possession that is related to the mission of the RGV TAG Center with other participating agencies;
- B. Identifying and pursuing opportunities to collaborate with other participating agencies on the gathering, analyzing, and reporting of intelligence related to the criminal organizations operating in or affecting the region;
- C. Identifying and pursuing opportunities to coordinate with other participating agencies on the prioritization, planning, execution, and review of investigations and operational activities related to the mission of the RGV TAG Center, with the goal of maximizing the disruption of activities that pose a danger to the public, ensuring the successful prosecution of those committing criminal offenses, and increasing intelligence on criminal organizations operating in or affecting the region.

VI. Activities

Notwithstanding any coordination or cooperation that may occur between the Constituent Agencies, any activity related to the mission of the RGV TAG Center that is conducted by any

participating agency, including any individual working at the RGV TAG Center, is performed exclusively pursuant to the respective Constituent Agency's independent authorities (including any separate agreements for creation of joint task forces or similar multi-agency operational units). This agreement does not transfer or bestow any legal authorities to any individual or entity, provide for the deputization of any individual or entity, or establish any unified or shared chain of command. Nothing in this agreement authorizes any participating agency, or any group of participating agencies, to require any other participating agency to undertake any operational, investigatory, or intelligence related activity. Nothing in this agreement should be construed as precluding any participating agency from creating task forces or similar multi-agency operational units through separate agreement.

VII. Information management

- A. Further dissemination of information. Unless otherwise provided for by law or separate agreement, any information shared at or in connection with the RGV TAG Center by any of the participating agencies may not be further disseminated without the express consent of the Constituent Agency from which the information originated.
- B. Information requests. Each Constituent Agency remains individually responsible for processing any external requests for information related to the RGV TAG Center that is directed to it -- whether such request is pursuant to federal or state open records or freedom of information laws, discovery in the context of legal proceedings, or otherwise. To the extent such requests encompass information that originated from another participating agency, the participating agency processing the request shall consult with the participating agency from which the information originated prior to releasing the information. The Administrator shall be notified of all information requests related to the RGV TAG Center that are received by any participating agency.
- C. Media Communications. The Executive Board may designate one of the participating agencies or a specific individual to serve as the primary media point of contact for the RGV TAG Center. Such designations may be made on a case by case basis to correspond to specific activities. Any statements or releases of information to the media or responses to media inquiries on behalf of the RGV TAG Center shall be made exclusively by the board-designated point of contact. However, each participating agency may independently make a statement or release of information to the media or respond to media inquiries with respect to any activities of the respective agency that relate to the RGV TAG Center. The RGV TAG Center designated point of contact or Administrator will be advised when such release is to be made by any participating agency.

VIII. Facilities, Equipment, and Supplies

- A. Use and Control. The Executive Board may specify terms or conditions regarding the use and disposition of any facilities, equipment, or supplies that are provided for common use by the participating agencies at the RGV TAG Center, subject,

however, to any existing legal rights regarding the ownership or control of any such facilities, equipment, or supplies. Nothing in this agreement authorizes any participating agency to exercise any control over the property of another participating agency without consent solely because the property is located in the RGV TAG Center.

- B. Security of the RGV TAG facility. Due to the sensitive law enforcement work that is to be performed at the RGV TAG Center, dissemination by the participating agencies (including any employee or contractor thereof) of details regarding the RGV TAG Center that could compromise the security of law enforcement personnel or law enforcement activity, including dissemination of the RGV TAG Center's location, security features, and technological capabilities, should be limited to those individuals with a mission-related need to know. No participating agency may allow the physical presence of any arrestees, suspects, informants, witnesses, or victims at the RGV TAG Center. The Executive Board shall establish procedures for admitting guests to any common areas of the RGV TAG Center.

IX. Funding

- A. RGV TAG Center. Funding for the RGV TAG Center is to be provided through grants, initially by the Office of the Governor's Criminal Justice Division Texas Anti-Gang grant program. Except as otherwise provided in this agreement, no Constituent Agency is obligated to provide funding in support of the RGV TAG Center.
- B. Personnel, Activities, and Basic equipment. Individuals working at the RGV TAG Center remain as employees or contractors of each Constituent Agency, and, as such, the sending agency retains full responsibility for providing any compensation and benefits owed to its personnel for work performed in connection with the RGV TAG Center. Each participating agency shall bear its own costs in performing any activity related to the RGV TAG Center and will not seek reimbursement from any other participating agency. Each participating agency remains responsible for providing at its own cost any basic equipment or supplies to its personnel working at the RGV TAG Center that are necessary for those individuals to perform their duties, to the extent such equipment or supplies are not otherwise provided.
- C. Enhanced Security or Special Equipment. To the extent any Constituent Agency requires its allotted physical space at the RGV TAG Center to be enhanced with additional security features or requires any special equipment or supplies beyond that which is provided to all participating agencies, such enhancements or additional materials shall be provided at the sole cost of the participating agency requiring it.
- D. Compliance with Funding Terms. To the extent any rules or conditions applicable to an award of funds that are used to fund the RGV TAG Center prohibit a governing body from acting directly on any matter, any such action may be performed on

behalf of that governing body by the participating agency that is the recipient of the funding award upon approval of the Executive Board pursuant to the terms of this agreement. Nothing in this paragraph, however, should be construed as prohibiting a participating agency that is the recipient of a funding award from performing any action that is required pursuant to the rules or conditions applicable to that award, even in the absence of approval from the Executive Board.

X. Liability and Indemnification

Each Constituent Agency is responsible for its own actions that are performed in connection with the RGV TAG Center, including that of its personnel. Any liability arising solely from the actions of a Constituent Agency or subgroup of Constituent Agencies shall be borne solely by the Constituent Agency or agencies that performed the action creating the liability.

Any individual requesting indemnification for activity performed in connection with the RGV TAG Center may seek such indemnification only from the Constituent Agency for which that individual is an employee or contractor, pursuant to that agency's policies and procedures, as well as applicable law and regulations.

XI. Lead Organization

Any actions that must be performed on behalf of the RGV TAG Center that are not clearly the responsibility of any individual participating agency and/or cannot be performed by the Administrator shall be, unless otherwise provided by the Executive Board, the responsibility of the McAllen Police Department, as the initial grant recipient.

XII. Effective Date

This agreement shall take effect upon execution by all Constituent Agencies. This agreement may be executed in multiple counterparts and by facsimile transmission or in portable document format ("PDF").

XIII. Amendments and Termination

Any amendments to this agreement must be in writing and signed by all Constituent Agencies. This agreement shall remain in effect until terminated in accordance with Section XV of this agreement.

XIV. Addition to and Withdrawal from the RGV TAG Center

- A. Additions. Additional agencies may be invited to become Constituent Agencies of the RGV TAG Center with the unanimous approval of the Executive Board. Any additions to the list of Constituent Agencies provided herein may occur by written addendum to this agreement signed by all Constituent Agencies then existing and the joining agency, rather than through amendment to this agreement. In the event any

additional agency agrees to be a participating agency of the RGV TAG Center, the joining agency shall be considered a participating agency for purposes of this agreement, any reference to participating agency in this agreement shall be construed as including the joining agency, and any policies or procedures previously adopted and applicable to all participating agencies shall be equally applicable to the joining agency.

- B. Withdrawal. Any of the Constituent Agencies may withdraw from the RGV TAG Center upon thirty (30) days written notice to the Executive Board. Upon the effective date of the withdrawal, the withdrawing agency shall no longer be considered a Constituent Agency for purposes of this agreement, and any reference to participating agency in this agreement shall be construed as not including the withdrawn agency. Any withdrawing agency also shall return or surrender to the RGV TAG Center any RGV TAG Center-provided equipment or supplies upon the effective date of the withdrawal.

XV. Duration of the RGV TAG Center

The RGV TAG Center shall continue in effect until dissolved by any of the following actions:

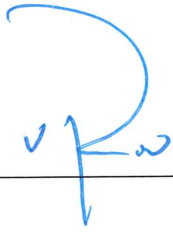
- A. Written agreement signed by all Constituent Agencies;
- B. Operation of law; or
- C. The passage of three (3) years' time following the effective date of this agreement, unless the Constituent Agencies extend the duration of the RGV TAG Center, which may occur by a written addendum to this agreement signed by all Constituent Agencies.

* * *

EXECUTED this 19th day of January 2018,

McAllen Police Department.

BY:



Signature

Victor Rodriguez
Printed Name

Chief of Police
Title

EXECUTED this _____ day of _____, 2018,

Texas Department of Public Safety, Region 3.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

Hidalgo County Sheriff's Office.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

Edinburg Police Department.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

Mission Police Department.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

Pharr Police Department.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

San Juan Police Department.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

US DOJ FBI – McAllen, Texas.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

United States Border Patrol.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

US DOJ DEA – McAllen, Texas.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

US DHS ICE-HSI – McAllen, Texas.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

US DOJ ATF – McAllen, Texas.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

Weslaco Police Department, Weslaco, Texas.

BY:

Signature

Printed Name

Title

EXECUTED this _____ day of _____, 2018,

Hidalgo County District Attorney, Edinburg, Texas.

BY:

Signature

Printed Name

Title