

Memorandum of Understanding
Between
United States International Boundary and Water Commission
and
Hidalgo County Constables Office, Precinct Four

Article 1. PARTIES & BACKGROUND

1.1 Parties

This Memorandum of Understanding (MOU) is entered into between the United States International Boundary and Water Commission (USIBWC or Agency), the Hidalgo County, Texas by and through the Hidalgo County Constables Office Precinct Four (Constables Office), collectively referred to as “the Parties.”

1.2 Background

The USIBWC is a United States federal government agency charged with implementing the provisions of certain U.S.-Mexico treaties, including *The Utilization of Waters of the Colorado and Tijuana rivers and of the Rio Grande treaty Between the United States of America and Mexico*, U. S. –Mex., Feb. 3, 1944, T. S. 994 (“1944 Treaty”). In 1935 (49 Stat. 660) construction of the Lower Rio Grande Flood Control Project (LRGFCP) was authorized. The 1944 Treaty provided further authorization for the USIBWC to plan, construct, maintain, and operate the LRGFCP for flood control purposes and to divide Rio Grande and flood waters between the United States and Mexico.

The LRGFCP is an engineered river system that consists of a normal flow channel, a flood plain, and levees. These structures extend approximately 187 river miles along the Rio Grande from Peñitas, Texas to the Gulf of Mexico. The LRGFCP also includes interior floodways that extend approximately 190 miles. The LRGFCP is depicted on the map in **Attachment 1**. The USIBWC acquired the easements and/or fee title to land necessary for the LRGFCP; constructed the river and interior levee system; and maintains the levees, levee roads, and floodways for flood control and water delivery purposes.

One primary purpose of the LRGFCP floodways and levees is to carry excess floodwaters of a certain flow amount and velocity. The levee roads are gravel surfaced to facilitate USIBWC and/or emergency vehicles and personnel access during flood emergencies. The levees are engineered structures constructed with specific materials designed to withstand flood flows. The USIBWC continues to perform regular maintenance on the floodways, the levees, and the levee roads, to ensure the integrity of the LRGFCP.

Access to the levees, levee roads, and floodways is limited to USIBWC personnel, authorized farmers and their employees, drainage and irrigation district personnel, Federal, State, County and local law enforcement personnel. The USIBWC has notified the general public that access and use of the levee roads are limited to the general public by placing signs at locations where the levees intersect with public roadways that state in English and Spanish: No Dumping, No Unauthorized Vehicular or Pedestrian Traffic, No Firearms, No Hunting, No Fishing/Swimming and states that Violators will be prosecuted under Federal and State Laws. In addition another sign is placed alongside that states in English and Spanish: STOP, Federal Property, Authorized Personnel Only, Trespassing by Unauthorized Personnel is Prohibited.

The USIBWC has limited law enforcement authority and, therefore, has identified the need for law enforcement in the LRGFCP to control the unauthorized access to the levees. The USIBWC personnel and residents along the levees have noted an increase in illegal and unauthorized use of the USIBWC levees, levee roads and floodways including full-size and all-terrain vehicle (ATV) use on the levees, levee roads, and in the floodways and trash dumping of household trash, construction debris, and tires. Vehicular activity on the levee slopes, the levee roads and the floodway degrade the LRGFCP's effectiveness as a flood-control structure.

The purpose of this MOU is to acknowledge the jurisdiction of the Texas state, local, and county law enforcement authorities to enter USIBWC-controlled lands in Hidalgo County to enforce the laws under their authority. The USIBWC recognizes the needs for emergency vehicles such as fire protection, ambulance, and law enforcement, to enter the USIBWC-controlled land for protection of the general welfare, and hereby authorizes such entry for emergency vehicles.

Article 2. ROLES & RESPONSIBILITIES

Pursuant to this MOU, the Parties agree to undertake the following actions:

2.1 USIBWC

- a) Post and maintain signage in English and Spanish indicating that the levees are Federal property for use by authorized personnel only and that trespassing by unauthorized personnel is prohibited. The signs also indicate that there should be no dumping, no unauthorized vehicular or pedestrian traffic, no hunting, no firearms, and no fishing. USIBWC sign locations will be at the entrance to the levees from main roads.
- b) Assist the Constables Office in prosecuting violators who have trespassed, destroyed USIBWC property, or otherwise conducted themselves in an unlawful manner on USIBWC property. Such assistance will include written or oral testimony, or any other manner of assistance requested by the Constables Office.

2.2 Constables Office

- a) The scope of the Constables Office support shall be limited to law enforcement, search and rescue, medical response, and other emergency activities provided by the Constables Office to other landowners in Hidalgo County.
- b) The Constables Office shall enforce state laws under its authority on USIBWC-controlled land.

- c) The Constables Office will report to the USIBWC Regional Security Officer and the Lower Rio Grande Flood Control Project Area Operations Manager regarding any arrests, citations or warning issued made on USIBWC-controlled land. The Regional Security Officer will in turn report any incidents to the Chief, Special Services Division and to USIBWC Legal.

Article 3. DURATION & COST

3.1 Duration & Termination

This MOU shall be in effect from the date of execution for a period of 5 years, or until either party provides written notice to the other of its intention to terminate the agreement. Nothing in this agreement shall prevent the parties from renegotiating its terms to provide for a reallocation of duties between the Parties; however, until such renegotiation has been agreed to, pursuant to the terms of Article 4 herein, this agreement will remain in full force and effect.

3.2 Cost

This MOU is neither a fiscal nor funds obligation document. This MOU defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation to serve as a basis for expenditures. Expenditures of human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each Party to the extent that their participation is required and resources are available.

This MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

Any activities proposed that would involve reimbursement or contribution of funds between the Parties of this MOU will be handled in accordance with applicable laws, regulation, and procedures including the Economy Act (31U.S.C. § 1535). Such activities will be documented in separate agreements, with specific projects between the parties spelled out. The separate agreements will reference this MOU. This MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement

This MOU does not obligate the Parties to enter into any agreements, contracts, or other obligations.

Nothing in this MOU may be construed to financially obligate the Parties, the USIBWC or the United States to any current or future expenditures of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the Parties, the USIBWC or the United States to spend funds on any particular project or purpose even if funds are available.

ARTICLE 4. MODIFICATIONS

This MOU may be modified at any time by written agreement of both Parties. Either party may request a review of the contents of this MOU, at any time, to provide recommendations for amendments.

