

**MEMORANDUM OF UNDERSTANDING
BETWEEN HIDALGO COUNTY CRIME STOPPERS AND
HIDALGO COUNTY SHERIFF’S OFFICE**

I. PURPOSE

This Memorandum of agreement is made on this the _____ day of _____ 2021, by and between the Hidalgo County Crime Stoppers Program and the Hidalgo County Sheriff’s Office, collectively referred to as the “Parties”.

II. BACKGROUND

Hidalgo County Crime Stoppers is a non-profit and tax-exempt charitable organization, governed by a Board of Directors, who are comprised of volunteers interested in supporting and assisting in ongoing efforts to protect the public, and currently having a business address of P.O. Box 5965, McAllen, Texas 78502.

Hidalgo County Crime Stoppers is a separate entity from the Hidalgo County Sheriff’s Office, having its address at 711 El Cibolo Road, Edinburg, Texas. The Hidalgo County Sheriff’s Office recognizes the Board of Directors of Hidalgo County Crime Stoppers to be the administrating and governing body of the Crime Stoppers Organization.

Hidalgo County Sheriff’s Office is a subsidiary of the County of Hidalgo, Texas, a political subdivision of the State of Texas.

III. RESPONSIBILITIES

Hidalgo County Crime Stoppers

1. Hidalgo County Crime Stoppers recognizes that by entering into a partnership with the Hidalgo County Sheriff’s Office, it must operate in a manner that is above reproach and acceptable to the general public.
2. Hidalgo County Crime Stoppers will provide the Hidalgo County Sheriff’s Office:
 - A copy of the Certificate of Formation and By-Laws of the organization, as well as copies of any amendments as they occur.
 - A copy of the annual financial statements.
 - A current list of Officers and Directors of the Crime Stoppers organization, which will be updated as any changes occur.
3. Hidalgo County Crime Stoppers assumes responsibility for raising funds and paying tipsters any rewards deemed appropriate by the Board of Directors.
4. Hidalgo County Crime Stoppers will not be responsible for the offering or payment of any non-Hidalgo County Crime Stoppers rewards, nor for determining who, if anyone may be entitled to rewards not offered or approved by Hidalgo County Crime Stoppers.

5. Hidalgo County Crime Stoppers will pay for one assigned coordinator's annual registration, travel, per diem, and lodging expenses to complete training required by the Texas Crime Stoppers Council, so that Hidalgo County Crime Stoppers remains in compliance with certification requirements for Hidalgo County Crime Stoppers to receive statutorily or court-ordered funds.

Hidalgo County Sheriff's Office

1. The Hidalgo County Sheriff's Office agrees to receive tips for the Hidalgo County Crime Stoppers and conduct investigations on any and all communications, reports of or tips regarding unsolved crimes.
2. Provide at least one (1) qualified person from the agency to:
 - Serve as a coordinator and work as a liaison between the Hidalgo County Sheriff's Office and Hidalgo County Crime Stoppers and the media,
 - Upon availability, be assigned to assist Hidalgo County Crime Stoppers with promoting the program at public events,
 - Utilize social media (Face Book, Twitter), newspaper and television to educate the public and promote the program,
 - Attend regular meetings of Hidalgo County Crime Stoppers and make recommendations as to appropriate rewards in cases solved by the Hidalgo County Sheriff's Office with Hidalgo County Crime Stoppers tip line information,
 - Prepare periodic reports of the success of the program including monthly tip information, and
 - Maintain the training requirements of the Texas Crime Stoppers Council, so that Hidalgo County Crime Stoppers remains in compliance with certification requirements for Hidalgo County Crime Stoppers to receive statutorily or court ordered funds.

IV. ALL PARTIES AGREE

The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.

All tip information is the property of Hidalgo County Crime Stoppers, and subject to the protection afforded such information and communications under Chapter 414 of the Texas Government Code.

V. DURATION OF AGREEMENT

This agreement remains in force subject to annual review and confirmation by all parties and will be terminated at any time upon (30) days written notification by one party to the other.

VI. LAW GOVERNING VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

VII. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Agreement in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures under the law.

VIII. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise, be assumed, or waived between the Parties as a result of the terms of this Agreement. This agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither the Hidalgo County Sheriff's Office nor the Hidalgo County Crime Stoppers waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from third parties.

Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than the collaboration under this agreement between the Hidalgo County Sheriff's Office and Hidalgo County Crime Stoppers. It is expressly agreed that this Agreement and the performance by the Parties hereunder does not create any agency relationship or master-servant relationship that Hidalgo County Sheriff's Office has no supervision of the performance of the services provided by the Hidalgo County Crime Stoppers, and that the Hidalgo County Crime Stoppers is an independent contractor under this Agreement.

Insurance. Hidalgo County Crime Stoppers will have in place sufficient insurance to cover the general activities in which the Hidalgo County Crime Stoppers shall be taking part pursuant to this agreement, and shall provide evidence of such insurance to County upon request.

Indemnification. The Hidalgo County Crime Stoppers shall protect, defend and hold the County, Hidalgo County Sheriff's Office and its elected officials, servants, agents, contractors, subcontractors, licensees, invitees and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation and defense thereof (including, but not limited to attorney's fees, court costs and expert fees), of any nature whatsoever arising out of the use of any County and/or Hidalgo County Sheriff's Office premises.

IX. NONDISCRIMINATION

Hidalgo County Crime Stoppers, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when

providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above:

For Hidalgo County Crime Stoppers:

For Hidalgo County Sheriff's Office:

Name and Title

Name and Title

Date

Date

