



TEXAS MILITARY DEPARTMENT
JOINT COUNTERDRUG TASK FORCE
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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TEXAS JOINT COUNTERDRUG TASK FORCE
AND
HIDALGO COUNTY SHERIFF'S OFFICE
[AGREEMENT 25-070]

SUBJECT: Memorandum of Understanding (MOU) for Operational Support from the Texas Joint Counterdrug Task Force (JCDTF)

1. REFERENCES:

a. Title 32, United States Code §502(f), National Guard Training or Other Duty in Addition to Drill and Annual Training, 2006

b. Title 32, United States Code §112, National Guard Drug Interdiction and Counter-Drug Activities, 03 January 2012

c. Chief National Guard Bureau Instruction (CNGBI) 3100.01B, National Guard Counterdrug Support, 06 March 2020

d. Department of Defense Instruction (DoDI) 4000.19, Support Agreements, 16 December 2020

e. Chief of the National Guard Bureau Manual (CNGBM) 3100.01, National Guard Counterdrug Support, 30 July 2021

f. Memorandum for Chief National Guard Bureau, Subject: National Guard Counterdrug Program (CDP) Guidance, 04 April 2024

2. PURPOSE: This MOU is a new agreement between the Hidalgo County Sheriff's Office (hereinafter referred to as "Law Enforcement Agency" or "LEA") and the JCDTF. This MOU sets forth the agreed terms and conditions of support to the LEA by the JCDTF at the direction of the Counterdrug Coordinator (CDC). In general, the JCDTF will provide Counterdrug support to federal, state, local, and tribal law enforcement agencies when requested in writing, subject to funding, and when a drug nexus is apparent. This MOU is not intended, and should not be construed, to create any right or benefit,

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substantive or procedural, enforceable by law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. It is understood among the parties to this agreement that requests for Counterdrug support may include federal, state, local, and tribal cooperative law enforcement efforts.

3. AUTHORITY: This MOU is entered into by the JCDF pursuant to the authority contained in Title 32, Sections 112 and 502(f) of the United States Code and using guidance contained in the National Guard Bureau Counterdrug Fiscal Year Implementation Guidance.

4. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5. EXPIRATION DATE: This MOU expires on the 30th of September 2027.

6. DRUG NEXUS: By executing this MOU, the supported LEA certifies that JCDF personnel will only engage in support to investigations that have a drug nexus.

7. PLANNED DEPLOYMENT OF PERSONNEL AND EQUIPMENT:

a. Personnel: The JCDF is not a LEA and JCDF personnel are not law enforcement officers.

(1) Request for Support: Any involvement of the JCDF in support of a LEA must be in response to a request for support.

(2) Support Role: It is understood by both parties to this agreement that JCDF personnel are not sworn police officers and JCDF personnel assigned to the LEA serve in a support role.

(3) Transfers of JCDF Personnel: While the JCDF will attempt to provide continuity by leaving JCDF personnel in place at their assigned LEA, movement of JCDF personnel is at the sole discretion of the CDC. However, the CDC will provide the LEA with at least a 14-day notice of such movement, if feasible.

b. Equipment:

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(1) The loaning of JCDF equipment to the LEA will be in accordance with applicable laws and regulations and is at the discretion of the CDC. Likewise, LEA equipment loaned to the JCDF is at the discretion of the LEA.

(2) All loans of equipment will be documented in writing with at least the following information: full description of the item(s); condition at the time of the loan; length of time of the loan; location to which the item is to be returned.

(3) Both parties to this agreement will contact the other party as soon as possible to report any damage caused or loss to loaned equipment.

(4) Unless contrary to law or regulation, each party agrees to be financially responsible for any damage to, or loss of equipment loaned from the other party, caused by the borrowing party's personnel through negligent conduct or willful misconduct.

8. REPORTING PROCEDURES:

a. JCDF personnel will input statistical results of support to LEAs into the Full Time Support Management Control System (FTSMCS) Case Management (CM) for inclusion in required reports and records.

b. The JCDF will maintain compliance with Non-DoW Affiliated Persons (NDAP) Information Protection and Operational Security procedures on all reporting in accordance with all Department of War (DoW) regulations and guidance.

c. Information provided to the JCDF by the LEA will not be released outside of the LEA unless in accordance with supported duties in the task force and approved by the LEA.

9. COMMAND AND CONTROL:

a. JCDF is under the command and control of the CDC. The supported LEA will notify the CDC immediately if any JCDF personnel are injured or suspected of misconduct. Personnel may be recalled at any time from their LEA due to emergencies or other operational necessities. The CDC has the sole discretion to approve or deny modifications to a LEA support request.

b. JCDF personnel are under the direct supervision of the supported agency for all assigned duties. JCDF personnel will also maintain a military chain of command. The military chain of command always takes precedence.

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- c. The JCDF will handle all personnel management processes.

10. SCOPE OF OPERATIONS: JCDF personnel will operate in accordance with a LEA support request as approved by the CDC, subject to the operational constraints found in law, in NDAP regulations, in DoW policy, in the CNGBM 3100.01, and in periodic guidance from the Deputy Assistant Secretary of War for Counternarcotics and Stabilization Policy (DASWAR CNSP). JCDF personnel will not participate in direct law enforcement action, nor will they participate in the collection of information on U.S. persons.

11. RULES FOR THE USE OF FORCE:

- a. Prior to the beginning of an operation, the supported LEA will provide the JCDF with all known information regarding potential or actual threats and hazards to personnel and equipment. JCDF personnel will operate under and comply with the Rules for the Use of Force (RUF) orders established by The Adjutant General for the State of Texas. Only specifically authorized JCDF personnel shall carry issued weapons. The JCDF CDC authorizes these individuals in an armed status with the concurrence of the supported LEA. Each LEA will follow their own policy concerning firearms discharge and use of deadly force.

- b. JCDF personnel have the right to use force only, if necessary, to defend themselves or in the defense of others. The member can only use the amount of force necessary to achieve self-protection or preservation. Members are only to use deadly force if all lesser means of force have been exhausted or are unavailable and will only use the minimum force immediately necessary to defend against the unlawful use of deadly force and only if the risk of injury to innocent persons or bystanders are not increased by using deadly force.

12. PUBLIC AFFAIRS:

- a. Information released to the media concerning JCDF support to LEAs is coordinated between the LEA and JCDF public affairs/information officers. Participating JCDF personnel or specific units will not be identified by name, address or photograph unless cleared through the CDC, who is responsible for obtaining a release through applicable National Guard channels.

- b. The lead party for the dissemination of information is the LEA, and therefore, members of the JCDF will refer all questions from the media to the LEA for reply. The

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JCDF public affairs office may provide guidance on issues specific to the National Guard as appropriate.

13. SAFETY: The safety of JCDF personnel is the primary concern of the CDC and is emphasized in planning and execution of operations. The accomplishment of all LEA supported missions with minimum risk is paramount. JCDF personnel will always adhere to the CDC's safety policy. JCDF personnel should not knowingly be sent to, or directed to enter a hostile environment where there is a high probability of encountering life threatening situations or direct contact with suspects. The JCDF develops risk assessments and implements control measures to mitigate risk based on the authorized activities they conduct at the request of the LEA, and the threats they may encounter in their operational environments.

14. WARRANTS/LEGAL REQUIREMENTS: The supported LEA is responsible for obtaining the legal authorizations and warrants required to permit information handling. The supported LEA recognizes that JCDF personnel may not engage in any activity that law enforcement officers are prohibited from conducting. JCDF personnel will not be utilized for or participate in unauthorized surveillance activities. Information or data obtained by the JCDF, because of work done in support of the LEA, is passed on immediately, as obtained, to the LEA, and is not stored or maintained by JCDF personnel or in National Guard facilities. Procedures utilized for reporting such information are established by the LEA in accordance with internal practices and procedures. The LEA is responsible for follow-up on any such information. Information gathered by members of the JCDF will be given adequate classification consideration.

15. ARREST, SEARCHES, SEIZURES AND EVIDENCE:

a. JCDF personnel will not directly participate in law enforcement activities such as arresting or conducting searches of individuals or private property. Additionally, JCDF personnel do not enter the chain of custody of evidence but may provide LEA officials with technical support for digital evidence extraction, preservation, and analysis.

b. All activities performed by JCDF personnel shall be strictly limited to support of LEA counter-drug operations. JCDF personnel shall not collect, retain, or disseminate information on United States persons or store LEA sensitive products on JCDF databases. JCDF personnel may support digital forensic efforts after the information has been lawfully obtained by the LEA.

c. JCDF personnel will not be deputized or cross designated with Title 21 investigative authority.

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16. SUBPOENAS OR OTHER ORDERS TO APPEAR: The supported LEA will immediately notify JCDF personnel in the event they are subpoenaed, or otherwise ordered to appear in any court. JCDF personnel will report such order to appear in court to their respective military command and Judge Advocate. If JCDF personnel are ordered to appear in court, the supported LEA will assist the JCDF personnel to obtain pre-trial counsel and preparation from the prosecuting attorney responsible for the case.

17. DUTY HOURS, UNIFORM WEAR & WORK SCHEDULES: Duty hours and work schedules shall be in accordance with the LEA support request. All JCDF personnel maintain additional military duties as part of their regular National Guard unit. As such, JCDF personnel will be required to attend Inactive Duty Training (monthly drills as required) and Annual Training (not to exceed 30 days). In addition, all JCDF personnel are authorized 30 days of leave per year, as approved by the CDC. Personnel will wear appropriate military uniforms on duty unless this requirement has been explicitly waived by the CDC or their designated representative.

18. WORKSPACE REQUIREMENTS: The supported LEA will provide parking, appropriate workspace, and use of communication equipment (including desk phone, personal computer, and internet/email capabilities) for JCDF personnel.

19. LEA FUNDING: This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Even where one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another party. All obligations of, and expenditures by the parties are subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

20. SALARIES & BENEFITS: All JCDF personnel serve in military status on full time National Guard duty. As such, the JCDF will pay all related salaries, allowances, and benefits for JCDF personnel. The supported LEA shall not pay any monetary bonus or other monetary award to any JCDF personnel without the advanced approval of the CDC.

21. EQUITABLE SHARING PROGRAM: The JCDF may participate in equitable sharing (asset forfeiture) as permitted by law and policy. The JCDF will apply for a respective share, based upon the level of participation, in an investigation resulting in the

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seizure and subsequent forfeiture of assets. All forfeiture sharing shall be in accordance with applicable laws governing the disposition of forfeited assets.

22. LIABILITIES:

a. The LEA acknowledges that the United States of America is liable for the negligent, wrongful acts or omissions of its agents and employees while acting within the scope of their employment to the extent permitted by the Federal Tort Claims Act, codified in Title 28, Section 1346 of the United States Code.

b. No hold harmless agreements are required in agreement between the JCDF and other federal agencies. The Federal Government may not hold harmless a state or other jurisdiction.

23. RENEGOTIATION/MODIFICATION: This MOU may be altered or otherwise modified, if done in writing through mutual written consent from the JCDF and the LEA. Changes to the scope of work or functions of JCDF must be approved by the CDC. Agreements must be renegotiated when laws, regulations, and/or support requirements change in such a manner that the agreement cannot be executed.

24. TERMINATION: This MOU will remain in effect until otherwise rescinded or revoked by either party, or otherwise upon expiration date. Either the JCDF or LEA may terminate this MOU at any time by written or verbal notification to the other party. If notification of termination is delivered verbally, written confirmation shall follow within five business days. The LEA recognizes that JCDF personnel may be mobilized and called to active federal military duty as part of their normal military unit. In addition, the LEA understands that JCDF operations are subject to and dependent upon annual appropriated funding.

25. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the LEA, 711 El Cibolo Road, Edinburg, TX 785410 and, if to the JCDF, to ATTN: Joint Counterdrug Task Force J3, 2200 W. 35th St. Austin, TX 78703, or as may from time to time otherwise be directed by the parties.

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26. POINTS OF CONTACT:

JCDF:

MAJ Steven Crouch, J3
(512) 782-5001 x5633
Steven.j.crouch.mil@army.mil

1SG David Middleton, J3
(512) 782-5001 x5513
David.w.middleton.mil@army.mil

LEA:

SHERIFF J.E. "Eddie" Guerra
(956) 383-8114 x7602
Sheriff.guerra@hidalgo.org

27. ANNUAL REVIEW DUE DATES: The CDC will conduct an annual review of this MOU to ensure all support requirements are met.

Fiscal Year 2026 Review date: _____ Reviewed by: _____

Fiscal Year 2027 Review date: _____ Reviewed by: _____

By affixing their signature to this MOU, each party affirmatively represents that they are authorized to enter this MOU on behalf of their respective agency.

 Digitally signed by ANSPAUGH.ROBERT.JOHN.106
4537969
Date: 2025.11.19 14:34:44 -06'00'

ROBERT J. ANSPAUGH
LTC, FA, TXARNG
Coordinator
11/19/25

(Date)

J.E. "EDDIE" GUERRA
SHERIFF
Hidalgo County Texas

(Date)

TANYA R. TROUT
Brigadier General, TXARNG
Director of Joint Staff

(Date)