

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CONSTITUENT AGENCIES OF THE
RIO GRANDE VALLEY TEXAS ANTI-GANG (RGV TAG)
PROJECT - 2025**

I. Introduction

- A. The region surrounding and including Hidalgo County, Texas has become a primary center for gangs and other organizations engaged in serious criminal activity.
- B. The participating law enforcement agencies, hereinafter referred to as the parties, at the federal, state, and local level have responsibility for the investigation and prosecution of these criminal organizations.
- C. 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.
- D. To enhance this cooperation, the parties that are signatories hereto agree to establish and/or continue the operation of the Rio Grande Valley Texas Anti-Gang (RGV TAG) Project.
- E. The RGV TAG Project will be established at the RGV TAG Center.
- F. The RGV TAG Center will be a facility at McAllen, Texas wherein the parties agree to co-locate human assets and establish a joint physical presence 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 and/or continue the operation of the Rio Grande Valley Texas Anti-Gang (RGV TAG) Project.
- B. This agreement is not intended, 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 by 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.

- D. The parties, 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.
- E. No provision of this agreement imposes an obligation or restriction not permitted by applicable law shall be enforceable.
- F. The RGV TAG Center is established as a common physical facility to facilitate effective and efficient cooperation and collaboration between the parties with respect to combating the shared threat of criminal organizations operating in and affecting the region.
- G. The RGV TAG is a shared project of the Constituent Agencies that maintains a physical presence at the RGV TAG Center, 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 project is to enable the Constituent Agencies to more efficiently and effectively cooperate and collaborate on investigations, and operational activities related to combating the shared threat of criminal organizations operating in or affecting the region.

IV. Participation

- A. Fiduciary Agency: The Constituent Agency that is the recipient grantee of a funding award for purposes of implementing the RGV TAG project. Nothing in this agreement should be construed as prohibiting a fiduciary agency from performing any action required by the rules or conditions of any funding award.
- B. Constituent Agencies: Participating agencies that are signatory agencies to this MOU AND have assigned Constituent Agency Personnel to the RGV TAG Center. Failure to assign constituent agency personnel as provided herein shall constitute withdrawal from the RGV TAG Project. Agencies that are not Constituent Agencies will not be eligible to establish agency personnel at the RGV TAG Center.
- C. Governing Bodies. For purposes of this agreement, the term “governing bodies” includes Boards and/or Committees specified in this section.
 - 1. Executive Board. The Executive Board is comprised of the principal of each of the Constituent Agencies. The Executive Board, at an Executive Board meeting, may vote to take action with respect to the RGV TAG that is not inconsistent with this agreement or applicable law. Voting at an Executive Board meeting is limited to the principal of each of the Constituent Agencies. The Executive Board

shall designate a member to the Executive Board as the Presiding Principal.

- a. Minutes. The Presiding Principal is responsible for ensuring that the minutes of Executive Board meetings are prepared and maintained.
 - b. Availability of Minutes. Approved minutes of the Executive Board meetings will be made available to all participating agencies.
 - 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 that enables the Constituent Agencies to more efficiently and effectively cooperate and collaborate on investigations, and operational activities related to combating the shared threat of criminal organizations operating in or affecting the region is vested in a Management Committee. Each Constituent Agency shall designate a senior manager from their respective staff to serve on the committee. Each management committee member is subordinate to the member's constituent agency.
 3. Supervisors Working Group. A Supervisors Working Group shall be comprised of the first or second-line supervisors as designated by a Constituent Agency. The purpose of this working group is to provide an established forum for interaction between participating agencies and to assist in providing the fiduciary agency performance data that are conditions applicable to an award of funds that are used to fund the RGV TAG Center. The Supervisors Working Group shall not be considered a governing body and shall not have authority to make any decision on behalf of the RGV TAG Center.
- D. Administrator. This position is subject to funding in an award for purposes of implementing the RGV TAG project. All employees subject to funding in an award shall be employees of the Fiduciary Agency. 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 Fiduciary Agency. The Administrator shall not direct or have any command authority over any of the Constituent Agencies.
 - E. Constituent Agency Personnel. Each Constituent Agency may designate its Constituent Agency Personnel in such numbers as are approved by the Executive Board. Constituent Agency Personnel shall perform not less than 50% of his/her regularly assigned duties at the RGV TAG Center. Individuals working at the RGV TAG Center remain as employees of their respective Constituent Agency and are subject to their Agencies' oversight, management and supervision.

V. Commitments of the Constituent Agencies

Each Constituent Agency commits to further the mission of the RGV TAG Project by acting with a general spirit of cooperation and collaboration with the other Constituent Agencies on matters related to the RGV TAG Project, including 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 Project with other Constituent Agencies.
- B. Identifying and pursuing opportunities to collaborate with other Constituent Agencies on the gathering, analyzing, and reporting of intelligence related to the criminal organizations operating in or affecting the region; and
- C. Identifying and pursuing opportunities to coordinate with other Constituent Agencies on the prioritization, planning, execution, and review of investigations and operational activities related to the mission of the RGV TAG Project, 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 Project that is conducted by any Constituent Agency, including any individual designated as Constituent Agency Personnel, 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, provides for the deputization of any individual or entity, or establish any unified or shared chain of command. Nothing in this agreement authorizes any Constituent Agency, or any group of Constituent Agencies, to require any other Constituent Agency to undertake any operational, investigatory, or intelligence related activity. Nothing in this agreement should be construed as precluding any Constituent Agency from creating task forces or similar multi-agency operational units through separate agreements.

VII. Information Management

- A. Dissemination of Information. Unless otherwise provided for by law or separate agreement, any information shared at or in connection with the RGV TAG Project by any of the Constituent Agencies may not be further disseminated without the expressed 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 Project 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 Constituent Agency, the Constituent Agency processing the request shall consult with the Constituent Agency from which the information originated prior to releasing the information.

- C. Media Communications. The Executive Board may designate one of the Constituent Agencies or a specific individual to serve as the primary media point of contact for the RGV TAG Project. Such designations may be made on a case-by-case basis to correspond to specific activities. Any statement or releases of information to the media or responses to media inquiries on behalf of the RGV TAG Project shall be made exclusively by the board-designated point of contact.

VIII. Facilities

- A. Use and Control. Subject to the rights of ownership or control of any RGV TAG facilities, equipment, or supplies, the Executive Board may specify terms or conditions regarding use of facilities, equipment, or supplies that are provided for common use by the Constituent Agencies at the RGV TAG Center. Nothing in this agreement authorizes any Constituent Agency to exercise any control over the property of another Constituent Agency without consent.
- B. Security of the RGV TAG Center. Due to the sensitive law enforcement work that is to be performed at the RGV TAG Center, dissemination by Constituent 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 Constituent Agency may allow the physical presence of any arrestees, suspects, informants, witnesses, victims or unauthorized persons at the RGV TAG Center. The Executive Board may establish procedures for admitting guests to any common areas of the RGV TAG Center.

IX. Use of Equipment

The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Constituent Agencies in regard to use of equipment purchased with State and/or Federal grant funds agree that:

- A. To the fullest extent permitted by applicable law, in no event shall the City of McAllen be liable to Texas Anti-Gang (TAG) Center Rio Grande Valley or any Constituent Agency for any loss, cost, claim, injury, liability, or expense, reasonable attorney's fees, and for any indirect, special, consequential, or punitive damages relating to or arising from any act or omission pertaining to this MOU. The Constituent Agencies intend that the limitations imposed by the City of McAllen on remedies and the measure of damages be without regard to the cause or causes related on any theory of liability arising out of this MOU, including but not limited

to, negligence, breach of contract, breach of warranty, breach of representation, tort, or strict liability, whether such negligence or breach be sole, joint or concurrent, active or passive. The Constituent Agencies waive, release and agree not to make any claim, litigate, or seek liability against City of McAllen for any such damages.

- B. To the fullest extent permitted by applicable law, each Constituent Agency agrees to indemnify, defend, and hold harmless City of McAllen, their elected officials, officers, directors, and employees from and against the full amount of any and all claims, demands, actions, damages, losses, costs, expenses, or liability whatsoever (including without limitation the costs of litigation, including reasonable attorneys' fees), for property (real and personal) damage, personal injury or death, fines, or penalties arising in whole or in part out of the use of equipment.
- C. The City of McAllen disclaims any and all representations and warranties in the equipment, whether express, implied or statutory, including any and all representations and warranties regarding merchantability, or fitness for a particular purpose. Without limiting the generality of the foregoing, each Constituent Agency acknowledges that all equipment is provided on an "as is" basis with all faults, and each Constituent Agency assumes all risks in connection with its use of the equipment; and
- D. Any disputes arising hereunder along with all questions concerning the construction, validity, enforcement, liability, and interpretation of the MOU, addendums, and equipment transfers shall be interpreted, governed, construed, and enforced in all respects in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of Texas. The Constituent Agencies each expressly and irrevocably consent and submit to service, venue, and the exclusive jurisdiction of the state courts sitting in Hidalgo County, Texas for the adjudication of any dispute, action, proceeding, hearing, mediation, arbitration, or litigation arising directly or indirectly out of the Agreement.

X. Transfer and Receipt of Equipment

The City of McAllen, State or Federal Funds Recipient and Fiduciary and the Constituent Agencies with regard to any transfer of equipment purchased with State and/or Federal grant funds and authorized for transfer by the same State and/or Federal grant funds agree that:

- A. Transfer and Receipt of equipment purchased with State and/or Federal grant funds shall become effective upon signature by the authorized officials of each Constituent Agency and may be modified, and/or terminated, upon mutual consent of authorized officials of each Constituent Agency.

- B. The City of McAllen, State or Federal Funds Recipient and Fiduciary, certifies that the equipment being transferred was acquired by the expenditure of grant funds awarded to the recipient.
- C. The Receiving Jurisdiction/Agency shall certify that they have knowledge of the Grantee Conditions and Responsibilities and are in compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements.
- D. The Receiving Jurisdiction/Agency shall further certify that they have knowledge of the Sub-Recipient's Grant Award and agree to be bound by all the grant covenants and exhibits to the Sub-Recipient's award and any modifications or amendments to that award.
- E. The Receiving Jurisdiction/Agency further certifies that it is duly authorized and empowered by their governing body to enter into this agreement.
- F. Equipment transferred pursuant to this MOU shall require the following:
 - 1. Item Description.
 - 2. Model Number.
 - 3. Serial Number/VIN.
 - 4. Acquisition Date.
 - 5. Grant Year/Program.
 - 6. eGrants Number.
 - 7. Date of Transfer.
- G. The City of McAllen, as State or Federal Funds Recipient and Fiduciary, agrees to notify receiving jurisdiction/agency of any known modifications to applicable award requirements within thirty (30) business days of receipt; and
- H. The Receiving Jurisdiction/Agency agrees to:
 - 1. Maintain compliance with the requirements of federal and state granting agencies;
 - 2. Maintain all aspects of the asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements;
 - 3. Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request;

4. Ensure that the Sub-recipient is notified via written communication when pass-through equipment is disposed of by the receiving entity in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section 32 (e) Disposition;
 5. Ensure the equipment is maintained in good working order;
 6. Ensure the equipment is used only as allowable under the grant;
 7. Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response: and
 8. Have the responsibility, at its sole cost and expense, for the maintenance, repair, and security of the equipment and shall keep the same in good repair and condition.
- I. This constitutes the sole, entire, and only agreement between the Constituent Agencies concerning the Transfer and Receipt of Equipment and supersedes any prior agreements and understandings, whether written or oral. All prior agreements, discussions, representations, warranties, and covenants are merged and no course of prior dealings, no usage of trade, and no course of performance will be used to modify, supplement, or explain any terms or conditions used in this MOU. There are no warranties, representations, covenants, or agreements, express or implied, between the Constituent Agencies except those expressly set forth in the MOU and addendum. The MOU may not be amended or changed except by written instrument signed by each Constituent Agency. The invalidity of any portion of this MOU shall not have any effect on the balance thereof.
 - J. It is understood and agreed that each Constituent Agency has reviewed and negotiated the terms and provisions of this MOU and has had the opportunity to contribute to its revision. Accordingly, the rule of construction that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this MOU. Rather, the terms of this MOU shall be interpreted to its fair meaning and not strictly in favor or against either party.

XI. Funding

- A. RGV TAG Center. Funding for operating the RGV TAG Center is subject to grants, including grants by the Office of the Governor's Criminal Justice Division Texas Anti-Gang (TAG) grant program. Except as otherwise provided in this agreement, no Constituent Agency is obligated to provide funding in support of the operation of the RGV TAG Center.
- B. Personnel, Activities, and Basic equipment. Individuals working at the RGV TAG Center remain employees or contractors of each Constituent Agency, and, as such,

each Constituent Agency retains full responsibility for providing any compensation, training and benefits owed to its personnel for work performed in connection with the RGV TAG Center. Each Constituent Agency shall bear its own costs when performing any activity related to the RGV TAG Project and will not seek reimbursement from any other Constituent Agency. Each Constituent Agency remains responsible for providing, at its own cost, any basic equipment or supplies necessary for that Agency's personnel to perform their duties at the RGV TAG Center, to the extent such equipment or supplies are not otherwise provided.

- C. Each Constituent Agency shall be responsible for training expenses that enable Constituent Agencies and/or Constituent Agency Personnel including personnel assigned and/or designated a member of the Executive Board, Management Committee, Supervisors Working Group, or Constituent Agency Personnel to cooperate and collaborate on intelligence, investigations, and criminal activities that enhance combating the shared threat of gangs and other criminal organizations operating in and affecting our region.
- D. The Fiduciary Agency and/or the RGV TAG will not apply for and therefore will not administer funding for reimbursement of training expenses for personnel assigned and/or designated a member of the Executive Board, Management Committee, Supervisors Working Group, or Constituent Agency Personnel of the Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley.
- E. 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 Constituent Agencies, such enhancements or additional materials shall be provided at the sole cost of the participating agency requiring it.
- F. 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 Fiduciary Agency. Nothing in this paragraph, however, should be construed as prohibiting a Fiduciary 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.

XII. Liability and Indemnification

Each Constituent Agency is responsible for its own actions that are performed in connection with the RGV TAG Project, 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 Project 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.

XIII. Lead Organization

Any actions that must be performed on behalf of the RGV TAG Center that are not clearly the responsibility of any individual Constituent Agency shall be the responsibility of the Fiduciary Agency.

XIV. Effective Date

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

XV. 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.

XVI. Addition and Withdrawal of Constituent Agencies

- A. Addition of Constituent Agencies. An Agency may be invited to become a Constituent Agency of the RGV TAG Project with the unanimous vote of the Executive Board at an Executive Board meeting. Upon approval of an invitation and upon becoming a signatory to this MOU and upon assigning Constituent Agency Personnel to the RGV TAG Center, the joining agency shall be considered a Constituent Agency. All provisions of this MOU shall be equally applicable to the joining agency.
- B. Withdrawal of Constituent Agencies. An Agency may be withdrawn as a Constituent Agency of the RGV TAG Project by the Executive Board at an Executive Board meeting. A Constituent Agency may withdraw from the RGV TAG Project upon notice to the RGV TAG Executive Board. Notice of withdrawal may also occur through Constituent Agency failure to designate and assign Constituent Agency Personnel to the RGV TAG Center. The Constituent Agency shall be considered withdrawn on the date of the withdrawal notice and/or date of the Executive Board meeting immediately following the date of withdrawal notice. Upon the effective date of the withdrawal, the withdrawing agency shall no longer be considered a Constituent Agency for purposes of this agreement and shall return to the RGV TAG Center all RGV TAG Project equipment or supplies.

XVII. Duration of the RGV TAG Project

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

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

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SIGNATORIES TO MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CONSTITUENT AGENCIES OF THE RIO GRANDE VALLEY TEXAS ANTI-GANG (RGV TAG) PROJECT - 2025

Agency: McAllen Police Department

BY:

Signature

__Victor Rodriguez_____
Printed Name

__Chief of Police_____
Title

Date

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BETWEEN THE CONSTITUENT AGENCIES OF THE
RIO GRANDE VALLEY TEXAS ANTI-GANG (RGV TAG)
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Agency:

BY:

Signature

Printed Name

Title

Date