

MEMORANDUM OF UNDERSTANDING
AMONG THE CONSTITUENT
ORGANIZATIONS OF THE
LAREDO
TEXAS ANTI-GANG CENTER

I. Background and Purpose

Due to various factors, the region surrounding and including Laredo, Texas is a primary center for gangs and other organizations engaged in serious criminal activity. Multiple law enforcement agencies at the federal, state, and local level are responsible 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. The agencies listed in this MOU previously agreed to establish the Laredo, Texas Anti-Gang Center (TAG Center). The TAG Center is a state-of-the-art facility in which representatives from these law enforcement agencies co-locate to cooperate and collaborate more efficiently and effectively on intelligence, investigatory, and operational activities related to combating the shared threat of criminal organizations operating in and affecting the region.

II. Mission Statement

The mission of the TAG Center is to further the ability of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations operating in or affecting Laredo, Texas and the surrounding region.

III. Structure

A. Constituent Organizations

- (1) City of Laredo Police Department (LPD);
- (2) Webb County Sheriff's Office (WCSO);
- (3) Webb & Zapata County District Attorney's Office (WZCDAO);
- (4) Department of Public Safety of the State of Texas, South Texas Region (DPS);
- (5) U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF), Houston Field Division;
- (6) U.S. Department of Justice, Drug Enforcement Administration, Laredo Division (DEA);
- (7) U.S. Department of Justice, Federal Bureau of Investigation, San Antonio Division (FBI);
- (8) U.S. Department of Homeland Security, Immigration and Customs Enforcement, Homeland Security Investigations, San Antonio Field Office (HSI);

- (9) U.S. Department of Homeland Security, Customs and Border Protection, Office of Field Operations, Laredo Division (OFO);
- (10) U.S. Department of Justice, United States Attorney's Office, Southern District of Texas (USAO);
- (11) U.S. Department of Homeland Security, Customs and Border Protection, Border Patrol, Laredo Sector (USBP);
- (12) U.S. Department of Justice, U.S. Marshals Service, Southern District of Texas (USM) (non-voting member);
- (13) Laredo Independent School District, Police Department (LISD) (non-voting member).

B. TAG Components

- (1) Executive Board. The TAG Center is governed by an executive board (Board) made up of a representative of each of the Constituent Organizations, each having an equal vote on all matters before the Board. Only the Board has authority to take any action with respect to the TAG Center as long as the action complies with this MOU and applicable law. The Board meets quarterly, or as needed. Quorum is three-fourths of all Constituent Organizations. When possible, the Board prefers to approve decisions through unanimous consent, but may approve matters before it by a two-thirds vote of members present. An individual member of the Board may participate in meetings by designating a specific individual to serve as a proxy for that member. The proxy has the same authority as the member to act on behalf of the Constituent Organization.
 - (2) Supervisors' Working Group. A Supervisors' Working Group is made up of the first and second-line supervisors for each Constituent Organization working at the TAG Center. The purpose of the Supervisors' Working Group is to provide an established forum to address issues related to the interaction of the Constituent Organizations on an informal basis. The Supervisors' Working Group does not have authority to make a binding decision on behalf of the TAG Center, but may make recommendations to the Board. The Supervisors' Working Group meets at least monthly.
 - (3) Informal Working Groups. To facilitate a productive and organized working environment, the Constituent Organizations may choose to form other informal working groups to discuss issues of common interest. Informal working groups may be formed without the approval of the Board. Informal working groups do not have authority to make a binding decision on behalf of the TAG Center. Informal working groups may make recommendations to the Board.
- C. Administrator.** Subject to the availability of funding, the TAG Center will have an administrator. The Administrator is responsible for ensuring the day-to-day functioning of the TAG Center, including overseeing facilities, equipment, and security. The Administrator will oversee all reporting in connection with grant awards and have administrative authority to coordinate meetings and satisfy grant requirements. The Administrator will perform any other duties assigned by the Board. The Administrator will not have any operational or command authority over any of the Constituent Organizations or any employee or contractor. The Board will recommend the selection of the Administrator. LPD, who holds the fiduciary responsibility of the TAG grant, in conjunction with the Board, will oversee the Administrator's performance. LPD, as the fiduciary, will have final authority on all parties regarding the performance and selection of the Administrator.

- D. Agency Personnel. Each Constituent Organization will be entitled to have its employees or contractors working at the TAG Center as long as they are approved by the Board. Individuals working at the TAG Center remain as employees, task force officers, or contractors of the Constituent Organization, and are subject to the Constituent Organization's exclusive control. Any Constituent Organization may include individuals who are employees or contractors of another governmental entity that is not a Constituent Organization only if those individuals are detailed to that Constituent Organization or subject to the control of that Constituent Organization as part of a joint task force or Multi- agency operational unit and if permitted under a separate agreement for purposes related to the mission of the TAG Center. In such cases, that Constituent Organization will be responsible for those individuals to the same extent as the Constituent Organization's employees.

IV. Commitments of the Constituent Organizations

Each Constituent Organization commits to further the mission of the TAG Center by acting with a general spirit of cooperation and collaboration with the other Constituent Organizations on matters related to the 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 TAG Center with other Constituent Organizations;
- B. Identifying and pursuing opportunities to collaborate with other Constituent Organizations on the gathering, analysis and reporting of intelligence related to criminal organizations operating in or affecting the region; and
- C. Identifying and pursuing opportunities to coordinate with other Constituent Organizations on the prioritization, planning, execution, and review of investigations and operational activities related to the mission of the TAG Center. The goal is to maximize the disruption of activities that pose a danger to the public, ensure the successful prosecution of those committing criminal offenses, and increase intelligence sharing on criminal organizations operating in or affecting the region.

V. Activities

Constituent Organizations' conduct and activity related to the mission of the TAG Center is performed exclusively under the respective Constituent Organizations' independent authorities. This MOU does not transfer or bestow any legal authority 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 MOU authorizes any Constituent Organization, or any group of Constituent Organizations, to require any other Constituent Organization to undertake any operational, investigatory, or intelligence-related activity.

VI. Information Management

- A. Further Dissemination of Information. Unless otherwise provided for by law or separate agreement, Constituent Organizations may not disseminate any information shared at or in connection with the TAG Center by any of the Constituent Organizations without the written consent of the Constituent Organization from which the information originated.
- B. Information Requests. Each Constituent Organization remains individually responsible for processing any external requests for information related to the TAG Center that is directed to it whether such request is

regarding the legal release of federal or state public information, discovery in the context of legal proceedings, or otherwise. To the extent that such requests encompass information that originated from another Constituent Organization, the Constituent Organization processing that request will consult with the Constituent Organization from which the information originated prior to releasing the information, Constituent Organizations must notify the Administration of all information requests it receives related to the TAG Center.

- C. Media Communications. The Board may designate one of the Constituent Organizations or a specific individual to serve as the primary media point-of-contact for the TAG Center. The Board may make a designation on a case-by-case basis to correspond with specific activities. Any statements or releases of information to the media or responses to media inquiries on behalf of the TAG Center will be made exclusively by the Board's designated point-of-contact, or, if none, by LPD. Each Constituent Organization, however, may independently make a statement or release of information to the media to respond to media inquiries with respect to any activities of the respective organization that relate to the TAG Center.

VII. Facilities, Equipment, and Supplies

- A. Use and Control. The Board will specify terms or conditions regarding the use and disposition of any facilities, equipment or supplies that are provided for common use by the Constituent Organizations at the TAG Center, subject, however, to any existing legal rights regarding the ownership or control of any such facilities, equipment, or supplies. Nothing in this MOU authorizes any Constituent Organization to exercise any control over the property of another Constituent Organization without consent merely because such property is located at the TAG Center.
- B. Security of the TAG Facility. Dissemination of any sensitive confidential information by the Constituent Organizations of details regarding the TAG Center that could compromise the security of law enforcement personnel or law enforcement activity, including dissemination of the TAG Center's location, security features, and technological capabilities, should be limited to those individuals with a mission-related need-to-know basis. No Constituent Organization may receive any mail, parcels, or packages at the TAG Center. No Constituent Organization may allow the physical presence of any arrestees, suspects, informants, witnesses, or victims at the TAG Center. The Board will specify procedures for admitting guests to the common areas of the TAG Center.

VIII. Funding

- A. TAG Center. Grant funds awarded to LPD, as the fiscal agent, from the Texas Office of the Governor's Criminal Justice Division (CJD) is the source of the funding for the TAG Center. Except as otherwise provided in this MOU, no Constituent Organization is obligated to provide funding in support of the TAG Center.
- B. Personnel, Activities and Basic Equipment. Individuals working at the TAG Center remain as employees or contractors of their respective Constituent Organization. The Constituent Organization retains full responsibility for providing any compensation and benefits owed to its personnel for work performed in connection with the TAG Center. Each Constituent Organization will bear its own costs in performing any activity related to the TAG Center, and will not seek reimbursement from any other Constituent Organization, unless it is travel that has been previously approved by LPD. Each Constituent Organization remains responsible for providing, at its own expense, any basic equipment or supplies to its personnel

working at the 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 Specialized Equipment. To the extent any Constituent Organization requires its allotted physical space at the TAG Center to be enhanced with additional security features or requires any specialized equipment or supplies beyond that which is provided to all Constituent Organizations, the Constituent Organization requiring such enhancements or additional materials will be solely responsible for all costs.

- D. Compliance with Funding Terms. The funds for the TAG Center are to be utilized under the applicable rules of the grant award, to which rules are specifically stated under the CJD's Guide to Grants produced by the Governor's Office. Therefore, the Board may not directly utilize TAG funding unless the Board goes through the existing rules that are applicable to the Constituent Organization holding fiduciary responsibility, currently LPD.

IX. Liability and Indemnification

Each Constituent Organization is responsible for its own actions, including that of its personnel or contractors that are performed in connection with the TAG Center. Any liability arising from the actions of the Constituent Organization will be borne solely by the Constituent Organization that performed the action creating the liability.

X. Lead Organization

Any actions that must be performed on behalf of the TAG Center and that are not clearly the responsibility of any individual Constituent Organization and cannot be performed by the Administrator will be, unless otherwise provided by the Board, the responsibility of LPD as the fiscal agent.

XI. Effective Date and Termination

This MOU replaces the existing TAG Center MOU including Addendums and takes effect upon full execution. This MOU terminates four years after the date of execution.

XII. Amendments

All Constituent Organizations must mutually agree to any amendments in writing.

XIII. Addition to and Withdrawal from the TAG Center

- A. Additions. Additional agencies may be invited or request to have a physical presence at the TAG Center with the majority approval (two-thirds) of Constituent Organizations. If that additional agency requesting a physical presence is also invited to serve on the Board and become a Constituent Organization, unanimous Board approval is required. Any additions to the list of Constituent Organizations provided in this MOU may occur by a written amendment signed by all Constituent Organizations then existing and the joining organization. In the event any additional agencies agree and are approved to become a Constituent Organization of the TAG Center, the joining organization will be considered a Constituent Organization for purposes of this MOU, any reference to "Constituent Organizations" in this MOU will be construed as including the joining organization, and any policies or procedures previously adopted and applicable to all Constituent Organizations will be equally applicable to the joining organization. Should the joining Constituent Organization offer any additional resources, assets, or personnel belonging to the

joining Constituent Organization, the joining Constituent Organization will check with the TAG Administrator for space availability and infrastructure support availability.

- B. Withdrawal. Any of the Constituent Organizations may withdraw from the TAG Center upon 30 days' written notice to the Board. Upon the effective date of the withdrawal, the TAG Center will no longer consider the withdrawing organization a Constituent Organization for purposes of this MOU. Any reference to "Constituent Organizations" in this MOU will be construed as not including the withdrawn organization. Any withdrawing organization must return or surrender to the TAG Center any TAG Center provided equipment or supplies upon the effective date of the withdrawal.

XIV. Duration of the TAG Center

The TAG Center continues in effect until dissolved by any of the following actions:

- A. Written agreement signed by all Constituent Organizations;
- B. Operation of law; or
- C. Loss of funding for the TAG Center.

City of Laredo Police Department (LPD)

BY: _____
Signature

Printed Name / City Manager

Date

BY: _____
Signature

Printed Name / Chief of Police

Attested:

BY: _____
Signature

Printed Name / City Secretary

Approved as to form:

BY: _____
Signature

Printed Name / City Attorney

Webb County Sheriff's Office (WCSO)

BY: _____
Signature

Printed Name / Title

Webb and Zapata County District Attorney's Office (WZCDAO)

BY: _____
Signature

Printed Name / Title

Department of Public Safety of the State of Texas, South Texas Region (DPS)

BY: _____
Signature

Printed Name / Title

**U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives, Houston Field Division
(ATF)**

BY: _____
Signature

Printed Name / Title

U.S. Department of Justice, Drug Enforcement Administration, Laredo Division (DEA)

BY: _____
Signature

Printed Name / Title

U.S. Department of Justice, Federal Bureau of Investigation, San Antonio Field Division (FBI)

BY: _____
Signature

Printed Name / Title

U.S. Department of Homeland Security, Immigration and Customs Enforcement, Homeland Security Investigations San Antonio Field Office (HSI)

BY: _____
Signature

Printed Name / Title

**U.S. Department of Homeland Security, Customs and Border Protection, Office of Field Operations,
Laredo Division (OFO)**

BY: _____
Signature

Printed Name / Title

U.S. Department of Justice, United States Attorney's Office, Southern District of Texas (USAO)

BY: _____
Signature

Printed Name / Title

U.S. Department of Homeland Security, Customs and Border Protection, Border Patrol, Laredo Sector (USBP)

BY: _____
Signature

Printed Name / Title

U.S. Department of Justice, U.S. Marshals Service, Southern District of Texas (USM)

BY: _____
Signature

Printed Name / Title

Laredo Independent School District Police Department (LISD Police)

BY: _____
Signature

Printed Name / Title