



SHERIFF ED GONZALEZ

SHERIFF'S OFFICE 1200 Baker Street, Houston, Texas 77002 ★ (346) 286-1600 ★ www.sheriff.hctx.net

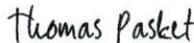
April 9, 2024

To: Ed Gonzalez, Sheriff  
Harris County Sheriff's Office 

Mike Lee, Chief Deputy  
Executive Command 

Tony Huynh, Assistant Chief  
Administrative Operations Command 

Thru: Jennifer Herndon, Major  
Professional Development & Standards Bureau 

From: Thomas Pasket, Lieutenant  
Crime Analysis & Intelligence Division 

Re: U.S Customs and Border Protection Office of Field Operations – Houston Seaport  
– Memorandum of Understanding

Please find the attached Memorandum of Understanding (MOU) establishing partnerships between U.S Customs and Border Protection (CBP), Office of Field Operations (OFO), Houston Seaport and the Harris County Sheriff's Office (HCSO). The objective of this MOU is to establish a "whole of government" type collaborative effort between CBP, OFO, Houston Seaport, and HCSO that allows for an easier/faster tactical sharing of information, and to advance significant criminal investigations of interest in a more legally efficient and comprehensive manner.

The agreement is for your review and signature.



**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
HARRIS COUNTY SHERIFF'S OFFICE  
AND THE  
U.S. CUSTOMS AND BORDER PROTECTION  
OFFICE OF FIELD OPERATIONS - HOUSTON SEAPORT**

## **1. PARTIES**

The Parties to this Memorandum of Agreement (MOA) are the U.S. Customs and Border Protection (CBP), Office of Field Operations (OFO), Houston Seaport and the Harris County Sheriff's Office (HCSO). (Collectively referred to as "the Parties").

## **2. AUTHORITY**

This MOA is authorized pursuant to the Homeland Security Act of 2002, codified at 6 U.S.C. § 101, P.L. 107-296 (Nov 25, 2002); 5 U.S.C § 552a - Records maintained on individuals (b)(7) and (c), 18 U.S. § 1905 - Disclosure of confidential information generally, 19 C.F.R. § 103.21 - Purpose and definitions. (e), (f) and (g), 28 C.F.R. § 23.1 Purpose, § 23.2 Background, § 23.3 Applicability, § 23.20 Operating principles (a), (b), (c), (d), (e) and (g); and U.S. Code Titles 8, 18, 19, 21, & 31 to identify and effectively neutralize significant international, and national criminal organizations affecting "the parties" combined area of operation. The parties agreed to a tactical level collaboration to combine intelligence/enforcement efforts, where possible, to present a whole of Government approach to the enforcement of these significant criminal organizations.

## **3. DEFINITIONS**

**3.1. Tactical Law Enforcement Intelligence:** Tactical intelligence is used in the development of a criminal case that usually is a continuing criminal enterprise, a major multijurisdictional crime, or other form of complex criminal investigation, such as terrorism. Tactical intelligence seeks to gather and manage diverse information to facilitate a successful prosecution of the intelligence target. Tactical intelligence is also used for specific decision making or problem solving to deal with an immediate situation or crisis.

**3.2. The Law Enforcement Intelligence cycle:** Is the fundamental cycle of intelligence processing information as a closed path consisting of repeating nodes, including the issuance of requirements, collection, processing, analysis, and publication. The circuit is completed when feedback and revised requirements are provided. The intelligence cycle is an effective way of processing information and turning it into relevant and actionable intelligence.

## **4. PURPOSE**

Many significant criminal organizations leverage intelligence gaps between US Federal Agencies and law enforcement sister units to continue illicit operations with relative impunity. The objective of this MOA is to establish a "whole of government" type collaborative effort between "the parties", that allows for an easier/faster tactical sharing of information between "the parties" to advance significant criminal investigations of interest to "the parties" in a more legally efficient and comprehensive manner.

## **5. RESPONSIBILITIES**

### **5.1. CBP Agrees:**

**5.1.1.** To conduct law enforcement tactical intelligence research of targets of investigations of interest to "the parties".

**5.1.2.** To participate and assist in interviews and debriefings of subjects to leverage certain CBP specific expertise involving the importation and exportation of illicit goods, commercial and another specific knowledge.

**5.1.3.** To assist in a limited case by case law enforcement capacity upon request from HCSO or its member agencies such as surveillance or searches, seizures or arrest upon request and only acting under the authority of the requesting office.

**5.1.3.** To assist in and include HCSO or its members in any applicable trainings, briefings, or intelligence for targets of interest or briefs put forth by CBP.

### **5.2. HCSO Agrees:**

**5.2.1.** To timely share findings of the criminal investigation, or enforcement actions on cases being supported by CBP, to close the intelligence cycle. This facilitates identification of additional targets or leads and avoid duplicity of work.

**5.2.2.** To provide timely enforcement action results of the investigations being supported, for CBP to maintain metrics of the unit's impact on this assignment.

## **6. INFORMATION DISSEMINATION PROCESS**

**6.1.** Due to complexity and the significance of the criminal organizations being investigated, the criminal investigation has a need for immediate tactical information, and the fact that the CBP personnel will be directly involved in these cases will facilitate this need. Information will be shared freely between the parties and will be shared with HCSO according to the System of Records Notices (SORN) and when authorized by law.

**6.1.1.** In response to a written request for CBP records, CBP will promptly notify the appropriate CBP, Associate Chief Counsel Office (OCC) and follow all existing information release procedures set forth by CBP, which includes use of DHS Form 191. Notification to CBP OCC is to ensure that the appropriate redactions are made to the records to prevent the unauthorized disclosure of sensitive security information (SSI) and/or protected personal identification (PPI) in a court proceeding absent a court order.

**6.1.2.** The Parties agree not to use the information for any other use that is inconsistent with the original request. The parties should not release the information provided to any third party without express written authorization from CBP.

**6.1.3.** When the CBP information will be needed for a trial, discovery, or other reasons, not related to the tactical need of the criminal investigation, agents will notify the CBP/OFO-FIOU, and generate the formal request via DHS FM 191, so they can assist in submitting for approval to the CBP OCC Associate or Assistant Chief Counsel.

## **7. GENERAL PROVISIONS**

**7.1.** For purposes of this MOA, DHS and each of its components are not considered "third parties," and, therefore, transfers of information to DHS and any of its components are not considered third party disclosures.

**7.2.** Nothing in this MOA is intended to serve as the authority or means to acquire or procure goods or services, exchange funds or property, or transfer or assign personnel. Additional contracts, documents, or agreements may be necessary to execute the activities contemplated under the MOA.

**7.3.** This MOA is not an obligation or commitment of funds, nor a basis for the transfer of funds. Unless otherwise agreed to in writing, each Party shall bear its own costs in relation to this MOA. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

**7.4.** Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by Treasury Executive Office for Asset Forfeiture (TEOAF), Department of Justice (DOJ), and DHS.

## **8. CONTACT INFORMATION FOR LIAISON OFFICES**

**8.1.** The following officials will act as liaisons between the Parties for the purpose of coordinating the implementation, or modification(s), if any, of this MOA:

**8.1.1.** Contact for Harris County Sheriff's Office:

Thomas Pasket, Lieutenant  
713-274-6228  
Thomas.pasket@sheriff.hctx.net

**8.1.2.** Contact for CBP/OFO Houston Seaport:

Mario Garcia, SCBPO  
832-418-6683  
mario.a.garcia2@cbp.dhs.gov

**8.1.3.** In the event a Party to this MOA changes its liaison, that Party will provide notice as soon as practicable of the new liaison and his/her contact information.

## **9. EMERGENCY SITUATIONS**

**9.1.** Either Party reserves the right to suspend, interrupt, or modify, as necessary, any information sharing operations that are the result of this MOA during times of national emergency, including as indicated by changes in the National Terrorism Advisory System (NTAS), or any successor system.

## **10. ADMINISTRATION**

**10.1.** Nothing in this MOA is intended to conflict with statutes, regulations, or policies applicable to the Parties. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

10.2. The terms of this MOA may be modified upon the mutual written consent of the signatories or their statutory successors.

**11. DATE EFFECTIVE**

11.1 This MOA shall become effective upon signature by the Parties and is intended to be in force until terminated by either Party. Any amendment or modification is effective upon mutual written consent of both Parties, unless otherwise indicated herein.

**12. TERMINATION**

12.1 Either Party may terminate this MOA upon one hundred twenty (120) days with prior written notice to the other Party. If this MOA is terminated, each Party shall continue to apply the terms of this MOA regarding any data received pursuant to this MOA.

**13. NO PRIVATE RIGHT OF ACTION CREATED**

This MOA is an internal government agreement and does not explicitly or implicitly create, confer, grant or authorize any rights, privileges, benefits or obligations, substantive or procedural, enforceable at law or otherwise, by either Party against the other, or by any third party against the Parties, their parent agencies, the United States, or the officers, employees' agents or other associated personnel thereof, and is not intended, nor should be construed, as creating any such right, privilege, benefit or obligation. The undersigned approve the terms and conditions of this MOA and represent that they have the requisite authority to enter it.

\_\_\_\_\_  
Lina Hidalgo  
County Judge  
Harris County

\_\_\_\_\_  
Date



4/10/2024

\_\_\_\_\_  
Ed Gonzalez  
Sheriff  
Harris County Sheriff's Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Roderick Hudson  
Port Director  
CBP Houston Seaport  
Office of Field Operations  
United States Customs and Border Protection

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
Christian D. Menefee, County Attorney

By: Haley New  
Haley New, Assistant County Attorney  
C.A. File No.: 23GEN2804

3/28/2024

\_\_\_\_\_  
Date

**Legal References:**

[OLRC Home \(house.gov\)](http://house.gov)

**U.S. Code Titles 8, 18, 19, 21, & 31**

TITLE 8 - ALIENS AND NATIONALITY

TITLE 18 - CRIMES AND CRIMINAL PROCEDURE

TITLE 19 - CUSTOMS DUTIES

TITLE 21 - FOOD AND DRUGS

TITLE 31 - MONEY AND FINANCE

**U.S. Code of Federal Regulations**

<https://www.ecfr.gov/>

[U.S. C.F.R. Title 28-Judicial Administration/Ch1 Dept. of Justice/Part 23](#)

[6 U.S.C. § 101, P.L. 107-296 \(Nov 25, 2002\)](#)

5 U.S.C. § 552a - Records maintained on individuals (b) (7) and (c)

18 U.S.C. § 1905 – Disclosure of confidential information generally

19 C.F.R. § 103.21 - Purpose and definitions. (e), (f) and (g)

U.S. Code Titles 8, 18, 19, 21, & 31

**5 U.S.C. § 552a - Records maintained on individuals**

(b) Conditions of Disclosure.—No agency shall disclose any record which is contained in a system of records by any means of communication to any person, or to another agency, except pursuant to a written request by, or with the prior written consent of, the individual to whom the record pertains, unless disclosure of the record would be—

(7) to another agency or to an instrumentality of any governmental jurisdiction within or under the control of the United States for a civil or criminal law enforcement activity if the activity is authorized by law, and if the head of the agency or instrumentality has made a written request to the agency which maintains the record specifying the particular portion desired and the law enforcement activity for which the record is sought;

(c) Accounting of Certain Disclosures.—Each agency, with respect to each system of records under its control, shall—

(1) except for disclosures made under subsections (b)(1) or (b)(2) of this section, keep an accurate accounting of—

(A) the date, nature, and purpose of each disclosure of a record to any person or to another agency made under subsection (b) of this section; and

(B) the name and address of the person or agency to whom the disclosure is made;

(2) retain the accounting made under paragraph (1) of this subsection for at least five years or the life of the record, whichever is longer, after the disclosure for which the accounting is made;

(3) except for disclosures made under subsection (b)(7) of this section, make the accounting made under paragraph (1) of this subsection available to the individual named in the record at his request; and

(4) inform any person or other agency about any correction or notation of dispute made by the agency in accordance with subsection (d) of this section of any record that has been disclosed to the person or agency if an accounting of the disclosure was made.

#### **18 U.S.C. § 1905 - Disclosure of confidential information generally**

Whoever, being an officer or employee of the United States or of any department or agency thereof, any person acting on behalf of the Federal Housing Finance Agency, or agent of the Department of Justice as defined in the Antitrust Civil Process Act (15 U.S.C. 1311–1314), or being an employee of a private sector organization who is or was assigned to an agency under chapter 37 of title 5, publishes, divulges, discloses, or makes known in any manner or to any extent not authorized by law any information coming to him in the course of his employment or official duties or by reason of any examination or investigation made by, or return, report or record made to or filed with, such department or agency or officer or employee thereof, which information concerns or relates to the trade secrets, processes, operations, style of work, or apparatus, or to the identity, confidential statistical data, amount or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation, or association; or permits any income return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person except as provided by law; shall be fined under this title, or imprisoned not more than one year, or both; and shall be removed from office or employment.

#### **19 C.F.R. § 103.21 - Purpose and definitions.**

(e) **Disclosure to government law enforcement or regulatory agencies.** Nothing in this subpart is intended to impede the appropriate disclosure of information by CBP to federal, state, local, and foreign law enforcement or regulatory agencies, in accordance with the confidentiality requirements of the Privacy Act (5 U.S.C. 552a), the Trade Secrets Act (18 U.S.C. 1905), and other applicable statutes.

(f) **Disclosure to federal attorneys and the Court of International Trade.** Nothing in this subpart is intended to restrict the disclosure of CBP information requested by the Court of International Trade, U.S. Attorneys, or attorneys of the Department of Justice, for use in cases which arise under the laws administered or enforced by, or concerning, CBP and which are referred by the Department of Homeland Security to the Department of Justice for prosecution or defense.

(g) **Disclosure of non-CBP information.** Nothing in the subpart is intended to impede the appropriate disclosure of non-CBP information by CBP employees in any proceeding in which they are a party or witness solely in their personal capacities.

**ORDER OF COMMISSIONERS COURT**

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted.

**ORDER AUTHORIZING A MEMORANDUM OF AGREEMENT BETWEEN HARRIS COUNTY AND THE U.S. CUSTOMS AND BORDER PROTECTION OFFICE OF FIELD OPERATIONS - HOUSTON SEAPORT**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Memorandum of Agreement between Harris County and U.S. Customs and Border Protection Office of Field Operations - Houston Seaport for the purpose of establishing a "whole of government" type collaborative effort that allows for a more efficient tactical sharing of information in criminal investigations. The MOU is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.