

## **THE MID-CITIES DRUG TASK FORCE INTERLOCAL AGREEMENT**

**WHEREAS** the sale and distribution of illegal drugs, and the violence that often accompanies such illegal enterprises, is an important health and safety concern; and,

**WHEREAS** those that engage in such illegal enterprise do so without regard to governmental jurisdictions or boundaries; and,

**WHEREAS** the detection, apprehension, and prosecution of individuals who engage in such illegal activities is often hindered because the area in which the criminal offender operates is often greater than the jurisdiction of the individual peace officers called upon to investigate such crimes; and,

**WHEREAS** past experience has indicated that a cooperative effort between law enforcement agencies has been effective in detecting and deterring the activities of targeted criminal groups to the mutual benefit of all neighboring municipalities; and,

**WHEREAS** pursuant to Chapter 362 of the Texas Local Government Code and the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the Participating Jurisdictions hereby agree to participate in, and be a part of the cooperative investigative, enforcement, and prevention efforts which are known and designated as the Mid-Cities Drug Task Force.

### **NOW, THEREFORE, BE IT KNOWN BY THESE PRESENTS:**

That the Participating Jurisdictions that have executed this Agreement, acting by and through their duly authorized chief administrative officer, do hereby covenant and agree as follows:

#### **Article I**

##### **TASK FORCE PERSONNEL**

1. The activities of the Mid-Cities Drug Task Force ("Task Force") will be supervised by a Board of Governors. This Board will consist of an executive of each Participating Jurisdiction. The Board of Governors shall have the responsibility for policy, direction, and control of the Task Force. The Board will have direct responsibility for the selection of a Task Force Commander ("Commander"). The Board will monitor the activities of all stated objectives of the Task Force.
2. There will be one unit comprised of at least 5 Investigators. Each Participating Jurisdiction

agrees to assign a minimum of one Investigator for a minimum three (3) year rotation. The unit may form sub-groups or teams as appropriate. The activities and investigations of these sub-groups or teams shall be led by a Team Leader at the direction of the Commander. These sub-groups or teams will have the duties assigned to them by their Team Leader with the approval of the Commander. The positions of Investigator, Team Leader and Commander will be collectively referred to as "Investigators" herein, unless otherwise specified.

## **Article II**

### **INVESTIGATIONS AND ENFORCEMENT ACTIVITIES**

1. The investigation of offenses concerning illegal or controlled substances and dangerous drugs may be coordinated through the Task Force. All relevant or related intelligence received by a Participating Jurisdiction's law enforcement agency may be referred to the Task Force for investigation. The Task Force will conduct covert operations, training, investigations, arrests, searches, and provide assistance to other agencies in an effort to combat these and related offenses. Prior coordination of covert and surveillance operations will be made with any affected jurisdiction. Additionally, the use of tactical assets (e.g., NETCAST) will be coordinated with, and approved by, the affected jurisdiction.

2. Standard Operating Procedures ("SOPs") have been created to provide a general operational guideline for the Task Force. All Task Force participants shall remain under the General Orders and Standard Operating Procedures of his/her employing agency, unless specified in this SOP.

## **Article III ASSET**

### **SEIZURE**

1. There is hereby created a certain fund to be known as the Mid-Cities Drug Task Force

2. Asset Forfeiture Fund (hereinafter called "Fund"). Such Fund shall be created by the Euless Police Department in compliance with State law. The purpose of the Fund shall be to augment Task Force operations, consistent with applicable state laws. The funds awarded and deposited therein shall be distributed in accordance with this Agreement.

3. Asset seizures developed by the Task Force under Chapter 59, Code of Criminal Procedure, will be prosecuted by the District Attorney's Office for the County in which the asset was seized. The decision to try, dismiss or settle asset seizure cases will be made by the appropriate District Attorney. The Task Force will abide by that decision.

**Article IV**  
**FORFEITURE POLICY**

1. Cash, cash equivalents, or any similar instrument seized for forfeiture shall be placed with the District Attorney's Office for the County in which the asset was seized as indicated by Chapter 59.08, Texas Code of Criminal Procedure, until a final award is made.
2. Upon final disposition, the property awarded to the appropriate District Attorney, as the Attorney Representing the State, will be administered in accordance with Chapter 59, Texas Code of Criminal Procedure. If awarded property is sold, it will be sold in any commercially reasonable manner. Any proceeds from the sale of the awarded property will be divided as set out in this Agreement.
3. Upon final disposition of the forfeiture action, and after all costs and fees incurred have been paid from the forfeited monies made the subject of that forfeiture proceeding, including but not limited to outstanding liens on property, maintenance costs, and litigation costs, any and all remaining monies, cash, cash equivalents and interest accrued and all awarded property shall be distributed in accordance with Chapter 59, Texas Code of Criminal Procedure and this Agreement.
4. Upon entry of a judgment in a judicial proceeding awarding monies, cash, cash equivalents, other similar instruments or other proceeds to the Mid-Cities Drug Task Force, all said monies, cash, cash equivalents, other similar instruments or proceeds will be, within a reasonable time, deposited in the Fund. The monies and proceeds in this Fund must be used to further the purpose of the Task Force or distributed in accordance with Chapter 59, Texas Code of Criminal Procedure and the terms of this Agreement.
5. All forfeiture funds and any other generated program income shall be subject to audit by the City of Euless Finance Department and the Texas Office of the Attorney General.
6. Any awarded property, other than money seized by a Task Force officer that is the subject of a final forfeiture judgment, shall be forfeited to the state and transferred to the Task Force to be used to further the purpose of the Task Force. Awarded personal property may be sold at auction, or any other commercially reasonable manner in accordance with law and Task Force policy, and the proceeds deposited in the Fund or distributed in accordance with Chapter 59, Texas Code of Criminal Procedure and the terms of this Agreement.

**Article V**  
**DIVISION OF AWARDED PROPERTY**

1. Property other than money, seized by investigators assigned to the Task Force which is forfeited and awarded to the State will be transferred to the Task Force and thereafter, will be governed by this Agreement and Chapter 59, Texas Code of Criminal Procedure.

a. Monies shall be divided in the following manner:

1. 40% to be deposited in a special fund in the County treasury for the benefit of the office of the Criminal District Attorney obtaining the forfeiture award.;
2. 60% will be awarded to the Participating Jurisdiction's law enforcement agencies and deposited in the Fund. Any further distribution and accounting will be the responsibility of the Task Force. Distributions from the Fund will be disbursed periodically to the Participating Jurisdictions equally.

2. In the event the Task Force is dissolved all remaining forfeited assets seized under Chapter 59, Code of Criminal Procedure shall be transferred to the appropriate District Attorney for disposal in accordance with law. All Participating Jurisdictions agree that equipment purchased with funds made available for the specific use of the Task Force shall be under the care, custody, and control of the Task Force. If and when this Agreement is terminated, equipment may be subject to equitable sharing of the Participating Jurisdictions upon written request and subsequent approval of the Board of Governors in a manner prescribed by law; provided however, the requirements of a superseding agreement or contract concerning the disposal of equipment or monies shall be honored.

**Article VI**  
**STATUS OF PEACE OFFICERS**

1. Any peace officer assigned to the Task Force by a Participating Jurisdiction shall be empowered to enforce all laws and ordinances applicable in a Participating Jurisdiction, including the power to make arrests, execute search warrants, and investigate relevant offenses inside and outside of the geographical jurisdiction from which he or she is assigned.

2. A peace officer who is assigned, designated, or ordered by the home agency to perform law enforcement duties as a member of the Task Force, shall receive the same wage, salary, pension and all other compensation and all other rights for such service, including injury or death

benefits and workers' compensation benefits, as though the service had been rendered within the limits of the home agency from which he or she was assigned. Recognizing the benefits to a Participating Jurisdiction, it is agreed that all wage and disability payments, including workers' compensation benefits, pension payments, damage to equipment and clothing, medical expense and expense of travel, food and lodging or any benefits or payment to which a peace officer is entitled shall be paid by that peace officer's home agency.

3. A peace officer assigned to the Task Force will not work overtime without prior approval from their home agency supervisor. They will be permitted to flex their work hours as necessary to accomplish Task Force objectives and assignments. Except in accordance with the terms of a superseding contract or agreement, each Participating Jurisdiction, when providing services of personnel, expressly waives the right to receive reimbursement for services performed or equipment utilized under this Agreement even though a request for such reimbursement may be made pursuant to Chapter 362, Texas Local Government Code.

4. It is further agreed that, in the event any peace officer assigned to the Task Force is cited as a party defendant to any civil lawsuit, state or federal, arising out of his or her official acts while functioning as a peace officer assigned to the Task Force, said peace officer shall be entitled to the same benefits that such officer would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member and in the jurisdiction of the law enforcement agency from which he or she was assigned. Further, no Participating Jurisdiction shall be responsible for the acts of a peace officer of another Participating Jurisdiction assigned to the Task Force.

## **Article VII**

### **BUDGETARY MATTERS**

1. Individuals assigned to the Task Force will have a physical workspace at their employing agency. Task Force Investigators will require access to each Participating Jurisdiction.

2. Participation in the Task Force will require the following from each Participating Jurisdiction:

- a. A minimum of one (1) Investigator for a minimum 3-year rotation;
- b. A vehicle, cellular telephone, and necessary investigative equipment;
- c. Use of available surveillance and covert technical equipment;

- d. Use of available investigative and intelligence resources;
- e. All property and evidence seized during an investigation will be processed and held by the assigned investigator's agency;
- f. Any property or cash seized and subject to forfeiture during an investigation will be secured and processed by the assigned investigator's agency;
- g. Laboratory testing of evidence will be processed by the assigned Investigator's agency; and
- h. All Participating Jurisdictions will provide \$5,000 for the establishment of operational funds. On the first anniversary of this Agreement, and annually thereafter, those Participating Jurisdictions who wish to continue their participation in the Task Force shall pay \$5,000 in additional operational funds.

## **Article VIII**

### **CONFIDENTIAL FUNDS**

1. A confidential fund for the Task Force ("Confidential Fund") will be established by the Euless Police Department. This Confidential Fund will be utilized for the management of confidential informants, to include the purchase of information and the purchase of evidence in accordance with the attached Task Force policy. This Confidential Fund will be audited by the City of Euless Finance Department on a quarterly basis each calendar year. City of Euless Finance audits will be made available to Participating Jurisdictions bi-annually for review and acceptance.

## **Article IX**

### **TERMINATION**

1. Any Participating Jurisdiction may terminate its participation or rights and obligations as a Participating Jurisdiction by providing (30) days written notice to the Board of Governors of the Mid-Cities Drug Task Force. Such termination shall have no effect upon the rights and obligations of the Participating Jurisdictions under this Agreement.

## **Article X**

### **GENERAL PROVISIONS**

1. In providing investigative services pursuant to this Agreement, each Participating Jurisdiction shall be legally responsible for the conduct of their respective peace officers, regardless of whether such peace officers are performing duties at the request of or under the authority, direction, suggestion or order of the Task Force. This assignment of civil liability is

specifically permitted by section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the liability otherwise assigned under section 791.006(a) of the Code. Each Participating Jurisdiction expressly waives all claims against every other Participating Jurisdiction for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

2. Third party claims against peace officers assigned to the Task Force or against a Participating Jurisdiction shall be governed by the Texas Tort Claims Act or other appropriate statutes and laws of the State of Texas and the United States.

3. It is expressly understood and agreed that, in the execution of this Agreement, no Participating Jurisdiction waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

4. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

5. Each Participating Jurisdiction agrees that if legal action is brought under this Agreement, the venue shall lie in Tarrant County. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. This Agreement shall become effective as to a Participating Jurisdiction on the day of the execution of the Agreement by the Participating Jurisdiction. This Agreement may be amended or modified by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement. This instrument contains the complete agreement of the parties hereto and any oral modifications, or written amendments not incorporated to the Agreement, shall be of no force or effect to alter any term or condition herein.

7. To minimize the administrative difficulty of signature between the many parties, each Participating Jurisdiction will sign an identical counterpart of this Agreement. Each Participating Jurisdiction signing an identical counterpart is immediately bound one to all other Participating

Jurisdictions during the time said Agreement is in force as to said Participating Jurisdiction, even though the Participating Jurisdiction's signatures appear on different copies of the identical counterpart. Any Participating Jurisdiction being added after the Agreement is in effect need only sign this Agreement to be fully a Participating Jurisdiction bound to all other Participating Jurisdictions, and such signature shall, as of the date of the signing, have the same force and effect as between the joining and already- bound Participating Jurisdictions as if a single document was signed simultaneously by all then- Participating Jurisdictions. All current Participating Jurisdictions are identified in Exhibit A.

8. The Task Force established by this Agreement is subject to the conditions herein contained, and on such conditions lawfully added by amendment or by law, and not for any purpose or period beyond that permitted by such amendment or law.

9. This instrument contains all commitments and agreements of the parties, and no oral or written commitments have any force or effect to alter any term or condition of this agreement, unless the same are done in proper form and in a manner constituting a bona fide amendment hereto.

SIGNED ON THE DATES BELOW SHOWN.

**CHIEF OF POLICE, EULESS POLICE DEPARTMENT**

|                 |       |
|-----------------|-------|
| _____           | _____ |
| GARY L. LANDERS | Date  |

**CHIEF OF POLICE, HURST POLICE DEPARTMENT**

|              |       |
|--------------|-------|
| _____        | _____ |
| BILLY KEADLE | Date  |

**CHIEF OF POLICE, BEDFORD POLICE DEPARTMENT**

|               |       |
|---------------|-------|
| _____         | _____ |
| BOBBY LAPENNA | Date  |

**CHIEF OF POLICE, GRAPEVINE POLICE DEPARTMENT**

|             |       |
|-------------|-------|
| _____       | _____ |
| MIKE HAMLIN | Date  |

**CHIEF OF POLICE, NORTH RICHLAND HILLS POLICE DEPARTMENT**

|             |       |
|-------------|-------|
| _____       | _____ |
| JEFF GARNER | Date  |

EXHIBIT A: MID-CITIES DRUG TASK FORCE PARTICIPANT LIST

**MID-CITIES DRUG TASK FORCE**

**Board of Governors – July 10, 2026**

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Bobby LaPenna  
Interim Chief of Police- Bedford Police Department  
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