

MEMORANDUM OF AGREEMENT
Between the City of North Richland Hills and the City of Fort Worth
For Reimbursement of Overtime Salary Costs
Associated with the
North Texas Anti-Gang Center Task Force

I. PURPOSE

This Memorandum of Agreement, hereinafter referred to as "MOA," is made this 1st day of September, 2017 between the City of North Richland Hills, hereinafter referred to as "NRH," and the City of Fort Worth, hereinafter referred to as "Fort Worth" for the purpose of reimbursement of overtime salary costs directly related to work performed by the Fort Worth officer(s) in providing resources to assist the North Texas Anti-Gang Center Task Force, hereinafter referred to as "TAG."

II. CONDITIONS AND PROCEDURES

- A. Fort Worth will be responsible for making payments of overtime to its officer(s) during the period of assignment to TAG. Subject to availability of funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse Fort Worth for overtime payments made by Fort Worth to its officer(s) assigned to TAG investigations/assignments, up to a maximum sum equivalent to 25 percent of the salary of a GS-12, Step 1-RUS Employee or any maximum amount less than this as approved by the TAG Board of Directors. Overtime costs will not include benefits such as paid annual leave, compensatory leave, sick leave, holiday leave or retirement. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the TAG Administrator.
- B. Fort Worth will submit all requests for reimbursable payments, together with the appropriate documentation as to time and activity reports, to the TAG Administrator by the 10th day of each subsequent month that the agency is seeking reimbursement. Fort Worth will submit the request for reimbursement via email to TAGAdmin@texomahidta.org or mail to the following address: North Texas TAG, Attn: Todd Reichert 8404 Esters Blvd. Suite 100, Irving, Texas 75063.
- C. Fort Worth agrees that an authorized official will execute and return to NRH the attached Vendor Information Form, W-9 and ACH Request to facilitate reimbursable payments. Circumstances of this MOA deem Fort Worth to be a single source provider of the services for their employees covered under this agreement.

III. DURATION

The term of this MOA shall be effective from the date in paragraph one and will remain in effect until August 31, 2018. This MOA may be modified or terminated by either one of the parties by mutual consent. Billing for all outstanding obligations must be received by NRH within 60 days of the date of termination of this agreement. NRH will be responsible only for obligations incurred by Fort Worth during the term of this MOA.

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IN WITNESS WHEREOF, the following authorized representatives execute this agreement:

City of North Richland Hills

BY: _____
Mark Hindman, City Manager

Date: _____

Attest:

Alicia Richardson, City Secretary

Approved as to Form:

Maleshia McGinnis, City Attorney

Date: _____



City of Fort Worth

BY: _____
Jay Chapa
Assistant City Manager

Date: 5-17-18

Joel F. Fitzgerald, Sr., Ph.D
Chief of Police
Fort Worth Police Department

Date: 5/8/18

APPROVED AS TO FORM AND LEGALITY

Matthew A. Murray, Assistant City Attorney

Date: _____

ATTESTED BY:

for Mary J. Kayser, City Secretary

CONTRACT COMPLIANCE MANAGER:

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Kristina Ashton



**LOCAL ADMINISTRATIVE AGREEMENT
BETWEEN THE CONSTITUENT AGENCIES
OF THE**

TEXAS ANTI-GANG CENTER – NORTH TEXAS

I. Introduction

Due to various factors, the region surrounding and including Dallas-Fort Worth (DFW), Texas and surrounding region has become a primary center for gangs and other organizations engaged in serious criminal activity. Multiple law enforcement agencies at the federal, state, and local level have responsibility 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. To enhance this cooperation, the agencies listed herein have agreed to establish the Texas Anti-Gang Center (“TAG CENTER”). The TAG CENTER will be a state-of-the-art facility in which representatives from multiple law enforcement agencies will collocate in order 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. General Purpose. The purpose of this local administrative agreement (“Agreement”) is to set forth the terms by which the agencies that are parties hereto agree to establish a joint physical presence at the TAG CENTER.
- B. Existing Provisions Continue. This Agreement is not intended as, 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. No Creation of Legal Rights. This Agreement is an accord among the parties hereto and is not intended as, and should not be construed as, creating or conferring on any person or entity any right or benefit, substantive or procedural, enforceable at law or equity, against any agency that has a physical presence at the TAG CENTER or that otherwise is interacting with such agencies, or the officers, directors, employees, representatives, agents, detailees, contractors, successors, or assigns thereof.
- D. No New Legal Entity. As described herein, the TAG CENTER is established as a common physical environment to facilitate the effective and efficient cooperation and collaboration between multiple law enforcement agencies with respect to a common subject matter. The TAG CENTER is a shared project of the individual agencies maintaining a physical presence there, 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 TAG CENTER is to further the ability of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations operating in or affecting Dallas-Ft. Worth, Texas and the surrounding region by providing a common physical environment equipped with the most advanced technology in which multiple law enforcement agencies will be able to more efficiently and effectively cooperate and collaborate on intelligence, investigatory, and operational activities related to combating this shared threat.

IV. Structure

- A. Included Agencies. Eligibility to establish a physical presence at the TAG CENTER and to participate in its administration is restricted to those agencies that are designated a “Constituent Organization” pursuant to the terms of this Agreement. The following agencies are hereby designated Constituent Organizations:

- (1) Arlington Police Department;
- (2) U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives, Dallas Field Division (“ATF”);
- (3) Dallas County District Attorney’s Office (“DCDAO”);
- (4) Dallas Police Department (“DPD”);
- (5) U.S. Department of Justice, Drug Enforcement Administration, Dallas Division (“DEA”);
- (6) U.S. Department of Justice, Federal Bureau of Investigation, Dallas Division (“FBI”);
- (7) Fort Worth Police Department (FWPD);
- (8) U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations, Dallas Field Office (“HSI”);
- (9) Irving Police Department (IPD);
- (10) North Richland Hills Police Department (NRHPD);
- (11) Tarrant County Criminal District Attorney’s Office (TCDAO)
- (12) Texas Department of Public Safety, Region 1 (“DPS”)

Nothing in this Agreement, however, should be construed as limiting the authority of the Constituent Organizations, either individually or collectively, to work cooperatively with any entity that is not a Constituent Organization.

- B. Governing Bodies. For purposes of this Agreement, the term “Governing Bodies” includes those bodies specified in this section or subsequently created pursuant to the terms of this Agreement that are vested with authority to take actions on behalf of the TAG CENTER.
- (1) Executive Board. Ultimate governance of the TAG CENTER is vested in an Executive Board (“Board”) comprised of the principal of each of the Constituent Organizations, each having an equal vote on all matters before the Board. The Board has authority to take any action with respect to the TAG CENTER that is not inconsistent with this Agreement and applicable law.
 - (2) Management Committee. General management of the TAG CENTER is vested in a Management Committee (“Committee”), which is subordinate to the Board. Each Constituent Organization shall appoint a senior manager from its respective staff to serve on the Committee. Each member of the Committee has an equal vote on all matters before the Committee. The Committee has authority to take any action with respect to the TAG CENTER that is not inconsistent with this Agreement, applicable law, and a decision of the Board. All decisions of the Committee are subject to discretionary review by the Board.
 - (3) Informal Working Groups. To facilitate a productive and organized working environment, the Constituent Organizations may choose to form informal working groups to discuss issues of common interest. Informal working groups do not require the approval of a Governing Body to be formed, and shall not be considered a “Governing Body” for purposes of this Agreement. No informal working group, however, shall have authority to make a binding decision on behalf of the TAG CENTER. Informal working groups may make recommendations to a Governing Body, but any such recommendations will be considered only if the working group included representatives from each of the Constituent Organizations.
 - (4) General Provisions. All Governing Bodies shall meet at least once every one (1) month, or if determined, as needed with the exception of the Board, which shall meet as needed. The minimum quorum for all Governing Bodies shall be three-fourths (3/4) of all members. All Governing Bodies shall strive in all cases to make any decisions through unanimous consensus, but may approve matters before it by a vote of two-thirds (2/3) of members present. An individual cannot vote by proxy through another agency, but may do so by designating a specific individual from their own agency to serve as a proxy for that member, so long as the designated proxy will have the same authority to act on behalf of the Constituent Organization as would the member.

- C. Administrator. Subject to the availability of funding, the TAG CENTER shall have an Administrator. The Administrator shall be responsible for ensuring the day-to-day functioning of the TAG CENTER, including overseeing facilities, equipment, and security. The Administrator also shall oversee all reporting in connection with grant awards. The Administrator shall perform any other duties assigned to it by the Board or the Committee. The Administrator shall not have any operational or command authority over any of the Constituent Organizations or any employee or contractor thereof. The Committee shall select or approve the selection of the Administrator and shall oversee the Administrator's performance.
- D. Agency Personnel. Each Constituent Organization shall be entitled to have employees or contractors from its respective staff working at the TAG CENTER in such numbers as are approved by the Committee. Individuals working at the TAG CENTER remain as employees or contractors of the sending organization, and subject to the sending organization's exclusive control. Any Constituent Organization may include among its allotment of personnel individuals who are employees or contractors of another governmental entity that is not a Constituent Organization if such individuals are, pursuant to a separate agreement and for purposes related to the mission of the TAG CENTER, detailed to the sending Constituent Organization or subject to the control of the sending Constituent Organization as part of a joint task force or multi-agency operational unit. In such cases, the sending Constituent Organization shall be responsible for any such individuals to the same extent as personnel of the sending Constituent Organization that are working at the TAG CENTER.

V. 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—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 Organizations, any activity related to the mission of the TAG CENTER that is conducted by any of the Constituent Organizations, including any individuals working at the TAG CENTER, is performed exclusively pursuant to the respective Constituent Organization'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, provide for the deputization of any individual or entity, or establish any unified or shared chain-of-command. Nothing in this Agreement 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. Nothing in this Agreement, however, should be construed as precluding any Constituent Organization from creating task forces or similar multi-agency operational units through separate agreement.

VII. Information Management

- A. Further Dissemination of Information. Unless otherwise provided for by law or separate agreement, any information shared at or in connection with the TAG CENTER by any of the Constituent Organizations may not be further disseminated without the express 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 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 Organization, the Constituent Organization processing that request shall consult with the Constituent Organization from which the information originated prior to releasing the information. The Administrator shall be notified of all information requests related to the TAG CENTER that are received by any Constituent Organization.
- C. Media Communications. The Committee may designate one of the Constituent Organizations or a specific individual to serve as the primary media point-of-contact for the TAG CENTER. Such designations may be made 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 shall be made exclusively by the Committee's designated point-of-contact, or, if none, by the NRHPD. Each Constituent Organization, however, independently may make a statement or release of information to the media or respond to media inquiries with respect to any activities of the respective organization that relate to the TAG CENTER.

VIII. Facilities, Equipment, and Supplies

- A. Use and Control. The Committee may 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 Agreement 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. Due to the sensitive law enforcement work that is to be performed at the TAG CENTER, dissemination by the Constituent Organizations (including any employee or contractor thereof) 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. No Constituent Organization may allow the physical presence of any arrestees, suspects, informants, witnesses, or victims at the TAG CENTER. Procedures for guests etc. visiting the TAG Center will adhere to the same policies and procedures in effect for the Texoma High Intensity Drug Trafficking Area (HIDTA) office space.

IX. Funding

- A. TAG CENTER. Initial funding for the TAG CENTER is to be provided by grant funds awarded to the NRHPD. Except as otherwise provided in this Agreement, 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 the sending organization, and, as such, the sending 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 shall bear its own costs in performing any activity related to the TAG CENTER, and will not seek reimbursement from any other Constituent Organization. Each Constituent Organization remains responsible for providing at its own cost 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, such enhancements or additional materials shall be provided at the sole cost of the organization requiring it.

- D. Compliance with Funding Terms. To the extent any rules or conditions applicable to an award of funds that are used to fund the 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 Constituent Organization that is the recipient of the funding award upon approval of the action by the Governing Body pursuant to the terms of this Agreement. Nothing in this paragraph, however, should be construed as prohibiting a Constituent Organization 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, even in the absence of approval by a Governing Body.

X. Liability and Indemnification

Each Constituent Organization is responsible for its own actions, including that of its personnel, that are performed in connection with the TAG CENTER. Any liability arising from the actions of a Constituent Organization shall be borne solely by the organization that performed the action creating the liability. Any individual requesting indemnification for activity performed in connection with the TAG CENTER may seek such indemnification only from the Constituent Organization for whom that individual is an employee or contractor, pursuant to that organization's policies and procedures.

XI. 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 shall be, unless otherwise provided by the Committee, the responsibility of the NRHPD as the initial grant recipient.

XII. Effective Date

This Agreement shall take effect upon execution by each of the Constituent Organizations. This Agreement may be executed in multiple counterparts and by facsimile transmission.

XIII. Amendments and Termination

Any amendments to this Agreement must be in writing and signed by all Constituent Organizations. This Agreement shall continue in effect in perpetuity unless terminated in writing signed by all Constituent Organizations or upon dissolution of the TAG CENTER.

XIV. Addition to and Withdrawal from the TAG CENTER

- A. Additions. Additional agencies may be invited to become a Constituent Organization of the TAG CENTER. Any additions to the list of Constituent Organizations provided herein may occur by a written addendum to this Agreement signed by all

existing Constituent Organizations and the joining organization, rather than through amendment to this Agreement. In the event any additional agencies agree to become a Constituent Organization of the TAG CENTER, the joining organization shall be considered a Constituent Organization for purposes of this Agreement, any reference to "Constituent Organizations" in this Agreement shall be construed as including the joining organization, and any policies or procedures previously adopted and applicable to all Constituent Organizations shall be equally applicable to the joining organization.

- B. Withdrawal. Any of the Constituent Organizations may withdraw from the TAG CENTER upon thirty (30) days written notice to the Board. Upon the effective date of the withdrawal, the withdrawing organization shall no longer be considered a Constituent Organization for purposes of this Agreement, and any reference to "Constituent Organizations" in this Agreement shall be construed as not including the withdrawn organization. Any withdrawing organization also shall return or surrender to the TAG CENTER any TAG CENTER-provided equipment or supplies upon the effective date of the withdrawal.

XV. Duration of the TAG CENTER

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

- A. Written agreement signed by all Constituent Organizations;
- B. Operation of law; or
- C. The passage of three (3) years' time following the effective date of this Agreement, unless the Constituent Organizations extend the duration of the TAG CENTER, which may occur by a written addendum to this Agreement signed by all Constituent Organizations then existing.

EXECUTED this _____ day of _____, 2016

AGREED:

CITY OF FORT WORTH:

By: 
Valarie Washington
Assistant City Manager

Date: 5/11/16

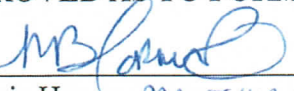
By: 
Joel F. Fitzgerald
Chief of Police

Date: 5/10/16

ATTEST:

By: _____
Mary Kayser
City Secretary

APPROVED AS TO FORM AND LEGALITY:

By: 
Victoria Honey MALESNIA B. FARMER
Sr. Assistant City Attorney

CONTRACT AUTHORIZATION:

M&C: NON REQUIRED
Date Approved: _____

AGREED:

NAME OF CONSULTANT:

By: _____
Special Agent in Charge

Date: _____

ATTEST:

By: _____