

RESOLUTION NO. 11-1355

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF EULESS AND TARRANT COUNTY OUTLINING THE FOUNDATION FOR THE NORTH CENTRAL TEXAS MAJOR CASE INVESTIGATIVE TEAM (MCIT).

WHEREAS, pursuant to Chapter 362 of the Texas Local Government Code, Tarrant County may enter into an agreement with neighboring municipalities, joint airports, and contiguous counties to form a mutual aid law enforcement task force to cooperate in criminal investigations and law enforcement; and

WHEREAS, on December 7, 2010, the Tarrant County Commissioners authorized the Tarrant County Criminal District Attorney's office and the Tarrant County Sheriff's office to participate in the MCIT; and

WHEREAS, the primary purpose of the MCIT is to provide a pool of specially trained investigators and support staff that allows for the concentration of investigative resources beyond the capabilities of any individual agency;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EULESS, TEXAS:

SECTION I

THAT the City Council of the City of Euless, Texas, authorizes the Mayor to execute the Memorandum of Agreement (**Exhibit "A"**) that provides the foundation for the organization, administration, and operation of the North Central Texas Major Case Investigative Team between the City of Euless and Tarrant County.

SECTION II

EFFECTIVE DATE. This resolution shall become effective immediately from and after its passage as provided by the Euless City Charter and the laws of the State of Texas.

ADOPTED AND APPROVED at the regular meeting of the Euless City Council on the 11th day of January 2011, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

ATTEST:

Mary Lib Saleh, Mayor

Susan Crim, TRMC, City Secretary

NORTH CENTRAL TEXAS MAJOR CASE INVESTIGATIVE TEAM
Memorandum of Agreement

1. Purpose:

The below subscribed law enforcement agencies have joined together in a multi-jurisdictional effort to concentrate investigative resources in the event of a major crime. This initiative will be named the North Central Texas Major Case Investigative Team. The purpose of this agreement is to provide the foundation for the organization, administration, and operation of the North Central Texas Major Case Investigative Team (MCIT).

2. Definitions:

The terms listed in this section shall have the following meanings when used in this agreement:

"Participating Agency" means any law enforcement agency that is a party to this agreement.

"Coordinating Agency" means the participating agency designated to maintain the administrative and financial records related to the MCIT. Additionally, the Coordinating Agency facilitates training and the acquisition of needed equipment for the MCIT.

"Chief Executive" means the highest ranking member of an agency participating in the MCIT. This would include the Tarrant County Criminal District Attorney, Sheriffs of a County, the Chief of Police or Director of Public Safety of a municipality, and the Major of Company B, Texas Rangers.

"Member or Participant" means any law enforcement officer or support person employed by a participating agency and designated by the agency's Chief Executive, or his designee, to participate in the MCIT.

"Requesting Agency" means a participating agency who requests the assistance of the MCIT in responding to a serious incident in its jurisdiction.

"Response Team" means the MCIT participants designated to respond to a MCIT activation.

"MCIT Coordinator" means the person appointed to carry out the MCIT Board's directives relating to the oversight, coordination, and support of MCIT operations. The MCIT Coordinator's duties are generally administrative in nature. The MCIT Coordinator may assume supervision of operational duties as requested by the Board of Directors.

"MCIT Incident Commander" means the person designated to manage the operational activities of a MCIT activation. This person may be designated on a case-by-case basis.

"Requesting Agency Liaison" means the person assigned to represent the requesting agency by that agency's Chief Executive, or his/her designee. This person will work closely

with the MCIT Coordinator and Incident Commander to ensure that the Requesting Agency is informed and involved in every aspect of the MCIT operation.

3. Authority:

The statutory authority for this mutual aid agreement is contained in Chapter 791 of the Texas Government Code and Chapter 362 of the Texas Local Government Code. Nothing within this agreement is intended to change that authority.

4. Administration:

The North Central Texas Major Case Investigative Team will be administered by a Board of Directors made up of the Chief Executives of agencies providing personnel to the MCIT. The Tarrant County Criminal District Attorney's Office will act as the MCIT Coordinating Agency.

The makeup of the Board will be:

- > The Tarrant County Criminal District Attorney- Chief Executive of the Coordinating Agency
- > The Sheriffs of Denton County, Ellis County, Johnson County, Parker County, Tarrant County and Wise County
- > The Major of Company B, Texas Rangers
- > Tarrant County Police Chiefs from cities with population over 100,000 (2 members)
- > Tarrant County Police Chiefs from cities with population under 100,000 and over 20,000 (3 members)
- > Tarrant County Police Chiefs from cities with population under 20,000 (3 members)

The Board of Directors will meet annually, or as required. Correspondence concerning the MCIT should be addressed to:

North Central Texas Major Case Investigative Team
Tim Curry Criminal Justice Center
401 West Belknap Street
Fort Worth, Texas 76196-0201
Attn: Board of Directors

5. Primary Goal and Statement of Cooperation to be Rendered:

The primary goal and purpose of the MCIT is to provide a pool of specially trained investigators and support staff that allows for the concentration of investigative resources beyond the capabilities of any individual agency. A large number of trained investigators focusing on a single investigation allow participating agency administrators to organize rapid and more comprehensive responses to events of great concern to local communities.

To provide for voluntary cooperation, each of the participating agencies hereby approves and enters into this agreement whereby each of the agencies may request and render law enforcement assistance to the MCIT participating agencies, in dealing with violations occurring in their jurisdictions.

Each MCIT member agency agrees to dedicate at least one investigator for training) organizational and preparedness meetings, and response to a call for assistance from MCIT staff.

6. Standard Operating Procedures:

The MCIT Coordinator shall be responsible for drafting and maintaining written Standard Operating Procedures (SOP) governing important matters of the MCIT, to include qualifications, activations, protocols and notifications. The MCIT Board of Directors will be responsible for the adoption and any revisions of the SOP.

7. Initial Deployment:

The deployment of a response team will follow a request from a participating agency's chief executive, or a designated representative, made to the MCIT Coordinator or a member of the MCIT Board of Directors. The requesting agency will designate an agency liaison to work with the MCIT Incident Commander to oversee the investigation. The requesting agency will remain actively involved in the investigation working closely with the MCIT Coordinator and MCIT Incident Commander through the Requesting Agency Liaison.

The parties to this agreement stipulate that in the event that a significant investigative or jurisdictional dispute should arise, the issue will immediately be forwarded to the MCIT Board of Directors by the requesting agency chief executive or his/her designee, if the issue cannot be resolved immediately by the MCIT Incident Commander and/or the MCIT Coordinator.

The MCIT Coordinator will be responsible for contacting the members of the response team and giving them the initial deployment location, after consultation with the designated MCIT Incident Commander and Requesting Agency Liaison.

The parties to this agreement stipulate that they will allow their MCIT participant to respond to the MCIT deployment for a minimum of five (5) working days or the conclusion of the deployment whichever is less. Should the deployment require a commitment for longer than the five (5) working days, the MCIT Coordinator shall make an extension request to the Board of Directors and the MCIT Investigator's home agency will be notified of the extension.

8. Withdrawal from Response:

The Chief Executive, or his/her designee, may discontinue the participation of his/her employee in any activity initiated pursuant to this agreement.

9. Equipment:

The parties to this agreement stipulate that they will provide a vehicle for their investigator(s) along with their regular work and safety equipment assigned to them.

The agency requesting assistance from the MCIT shall provide a suitable place for the team to meet and do their work. Telephone, computers, and network connections shall be made available to the team.

All participating agencies agree that equipment purchased with funds made available for the specific use of the MCIT shall be under the care, custody, and control of the MCIT Coordinating Agency. If and when the North Central Texas Major Case Investigative Team initiative is terminated, equipment may be subject to equitable sharing to the participating agencies upon written request and subsequent approval of the MCIT Board of Directors.

10. Qualification of Office and Oath:

The qualifications of office of participating agencies members shall constitute his or her qualifications for office within the territorial limits of the requesting agency and no additional oath, bond, or compensation shall be required.

11. Right to Reimbursement:

Each party to this agreement, when providing services of personnel as a responding member, 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 of the Texas Local Government Code.

12. Officer Benefits:

Any member of a participating agency assigned to the assistance of another participating agency pursuant to this agreement shall receive the same wage, salary, pension, and all other compensation in all other rights of employment in providing such service, including injury, death benefits and worker compensation benefits as well as any available insurance, indemnity or litigation defense benefits. Said benefits shall be the same as though the member in question had been rendering service within the territorial limits of the agency where he or she is regularly employed. All wage and disability payments, including worker compensation benefits, pension payments, damage to equipment, medical expenses, travel, food and lodging shall be paid by the agency which regularly employs the member providing service pursuant to this agreement in the same manner as though such service had been rendered within the limits of the agency where such person is regularly employed. Each responding participating agency shall remain responsible for the payment of salary and benefits as well as for legal defense of the responding agency's personnel when acting pursuant to this agreement.

13. Liability:

In the event that any person performing law enforcement services pursuant to this agreement shall be named or cited as a party to any civil claim or lawsuit arising from the performance of their services, said person shall be entitled to the same benefits from their regular employer as they would be entitled to receive if such similar action or claim had arisen out of the performance of their duties as a member of the agency where they are regularly employed and within the jurisdiction of the agency by whom they are regularly employed. The participating agencies hereby agree and covenant that each agency shall remain solely responsible for the legal defense and any legal liability due to the actions of an officer or other personnel regularly employed by said agency. Nothing herein shall be construed to expand or enlarge the legal liability of a participating agency for any alleged acts or omissions of any employee beyond that which might exist in the absence of this agreement. Nothing herein shall be construed as a waiver of any legal defense of any nature whatsoever to any claim against a participating agency or against an officer or employee of a participating agency.

14. Waiver of Claims:

Each party to this agreement and its participating members respectively waives all claims against each and every other party or member for compensation from any loss, damage, personal injury or death occurring as a consequence of the performance of this agreement even though such alleged damage may have or is alleged to have occurred as a result of alleged negligent or other tortuous conduct of any party to this agreement.

15. Immunity Not Waived:

The parties hereto expressly do not waive any immunity or other defenses to any civil claims with the execution of this agreement. It is understood and agreed that, by executing this agreement, no party or member hereto waives, nor shall be deemed hereby to waive, any immunity or defense which otherwise is available in claims arising which are in connection with any activity conducted pursuant to this agreement.

16. Venue:

Each party to this agreement agrees that if legal action is brought under this agreement, the venue shall lie in the county in which the defendant member is located, and if located in more than one county, then it shall lie in the county in which the principal offices of said defendant member are located. The Parties hereby stipulate and agree that this agreement is to be construed and applied under Texas law.

17. Arrest Authority Outside Primary Jurisdiction:

It is expressly agreed and understood that a law enforcement officer employed by a participating agency who performs activities pursuant to this agreement may make arrests outside the jurisdiction in which said officer is regularly employed, but within the area covered by this agreement; provided, however, that the law enforcement agency of the requesting jurisdiction and/or the jurisdiction in which the arrest is made shall be notified of such arrest without unreasonable delay. The peace officers employed by the parties to this agreement shall have such investigative or other law enforcement authority in the jurisdictional area encompassed by the participating agencies, collectively, to this agreement as is reasonable and proper to accomplish the purposes for which a request for mutual aid assistance is made pursuant to this agreement.

18. Clauses Severable:

The provisions of this agreement are to be deemed severable such that should any one or more of the provisions or terms contained in this agreement be, for any reason, held to be invalid, illegal, void, or unenforceable; such holding shall not affect the validity of any other provision or term herein and the agreement shall be construed as if such invalid, unenforceable, illegal or void provision or term did not exist.

19. Media Releases:

The responsibility for media releases rests with the agency where the offense occurred. The designated Public Information Officer by that jurisdiction shall work closely with the supervisors of the MCIT and information will not be released to the media without the supervisors from the MCIT approving the content in regards to its potential consequences on the successful outcome of the case. Final authority for all media releases is retained by the requesting agency's chief executive.

20. Property and Evidence:

All property and evidence, including currency, seized in connection with state violations pursuant to this agreement will be processed and maintained by the requesting agency or as otherwise agreed.

21. Equitable Sharing:

Any property seized as a direct or indirect result of a MCIT activation that is considered contraband subject to forfeiture proceedings pursuant to Chapter 59 of the Texas Code of Criminal Procedure (CCP) will be handled in accordance with any prior Chapter 59 Forfeiture Agreements entered into by the Tarrant County Criminal District Attorney and each of the participating agencies. If no such agreement exists, then the parties to this agreement agree to handle said property in accordance with Chapter 59 of the CCP.

22. Procedures for Review and Revision of this Agreement:

Review of this agreement shall be made by the Board of Directors as required. The Board of Directors shall meet annually, or as otherwise needed, to evaluate the results and merits of this multi-jurisdictional effort. Any revisions or decisions regarding the operation of the MCIT shall be by a majority of votes cast by the Board of Directors in attendance at the called meeting.

23. Termination of Agreement:

Any party to this agreement may terminate its participation or rights and obligations as a party by providing thirty (30) days written notice to the Board of Directors at the address listed in Section 4 of this agreement. Such termination or withdrawal shall have no effect upon the rights and obligations of the remaining parties under this agreement.

24. Effective Date:

This agreement becomes effective immediately upon execution by the parties hereto and continues to remain in effect until terminated pursuant to Section 23 above. This agreement may be duplicated for dissemination to all parties, and such duplicates shall be of the same force and effect as the original.

25. Modification:

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.

26. Execution of Agreement:

This agreement shall be executed by the duly authorized official of the respective parties pursuant to approving resolutions of the governing body of the respective units of local government. Copies of said approving resolutions shall be attached hereto and made a part hereof. This agreement may be executed in multiple original copies by the respective Parties.

27. Compliance with Law:

The Parties shall observe and comply with all applicable Federal, State and Local laws, rules, ordinances and regulations that affect the provision of services provided herein.

28. Coordinating Agency:

The parties hereby agree that the Tarrant County Criminal District Attorney's Office shall serve as the Coordinating Agency of this agreement. The Tarrant County Criminal District Attorney's Office shall maintain on file executed originals and any future modifications to this agreement.

Executed and entered into this the 7th day of December 2010 by:

TARRANT COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

/s/Joe Shannon Jr.
Tarrant County Criminal District Attorney

TARRANT COUNTY, TEXAS

/s/B. Glen Whitley
Tarrant County Judge

APPROVED AS TO FORM*:

/s/Assistant District Attorney

***By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).**

APPROVAL OF MCIT MEMORANDUM OF AGREEMENT:

TARRANT COUNTY SHERIFF'S OFFICE

/s/ Dee Anderson
Tarrant County Sheriff

11/16/10

APPROVAL OF MCIT MEMORANDUM OF AGREEMENT:

CITY OF EULESS, TEXAS, TARRANT COUNTY

Mary Lib Saleh
Mayor, City of Euless

Date