

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF FORT WORTH  
AND  
TARRANT COUNTY

The City of Fort Worth (City), on behalf of the Fort Worth Police Department (FWPD), acting by and through Jesus J. Chapa, its duly authorized Deputy City Manager, and Tarrant County, Texas (County) acting by and through Tarrant County Judge B. Glen Whitley and Tarrant County Sheriff Bill E. Waybourn, each individually referred to as "Party" and collectively referred to as the "Parties" enter into this Memorandum of Understanding (MOU). All references herein to "participating agency" refer to the Tarrant County Sheriffs Office. I.

**MISSION**

The Fort Worth Police Department has initiated a center known as the Fort Worth Intelligence Exchange (INTEX) for the purpose of increasing the sharing capabilities of information and intelligence related to criminal and terrorism activities throughout the western portion of the North Texas region. The Fusion Liaison Officer Program (FLO) establishes personnel from multiple jurisdictions as liaisons to the Fort Worth INTEX to enhance the communication process between Federal, state, and local law enforcement agencies throughout the region.

The mission of the Fort Worth INTEX is to provide a centralized, comprehensive, multiagency criminal information and intelligence sharing network to enhance the operational effectiveness and efficiency of the law enforcement agencies involved in order to better protect the public. INTEX will provide real-time actionable criminal intelligence by utilizing technology to identify trends and patterns in criminal activity. INTEX will facilitate the collection, integration, evaluation, analysis, and dissemination of criminal information and intelligence through established procedures for law enforcement and homeland security.

**II. AUTHORITY**

Authority for entering into this MOU is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

**III. PURPOSE**

This MOU establishes and outlines the intent of the Fusion Liaison Officer Program for those officers assigned by the Participating Agency as a Fusion Liaison Officer for the Fort Worth INTEX. The Intent of the Fort Worth INTEX is to be an all-crimes information analysis center that uses a collaborative approach to identify, prevent, disrupt, and respond to criminal threats to the safety and security of the Fort Worth and surrounding areas.

This MOU establishes the procedures and responsibilities of both the City and the Participating Agency.

**IV. GOVERNANCE AND OVERSIGHT**

Primary responsibility for the operation of the Fort Worth INTEX is assigned to the FWPD. The Fort Worth INTEX's governance shall be consistent with the Fort Worth INTEX Privacy Policy and shall include an advisory board, center director, and privacy officer.

**V. COMPLIANCE WITH LAWS REGARDING PRIVACY, CIVIL RIGHTS, AND CIVIL LIBERTIES**

Information sharing between the parties and all Fort Worth INTEX activities will be in accordance with the Fort Worth INTEX Privacy Policy (Privacy Policy), the Fort Worth Police Department Integrated Information Sharing Policy (FWPD IIS), the Texas Public Information Act, the “Criminal Intelligence System Operating Policies” 28 CFR Part 23 and all other applicable law and regulations.

**VI. DUTIES AND PERFORMANCE BY THE FORT WORTH INTEX**

- A. The Fort Worth INTEX will provide adequate work space for FLO’s assigned by the Participating Agency to work in the Fort Worth INTEX facility.
- B. The Fort Worth INTEX will provide facility access for FLO’s assigned by the Participating Agency to work in the Fort Worth INTEX facility.
- C. The Fort Worth INTEX will provide internal network access for FLO’s assigned by the Participating Agency to work in the Fort Worth INTEX facility.

**VII. DUTIES AND PERFORMANCE OF ALL PARTNER AGENCIES**

- A. Specific control over an agency’s resources and the continued dedication of these resources to the Fort Worth INTEX shall be retained by the Participating Agencies, which will be kept fully apprised of all analytical developments by its respective subordinates, as appropriate security clearances permit.
- B. Each Participating Agency will be subject to the personnel rules, regulations, laws, and policies applicable to their respective agencies. All Participating Agencies will abide by appropriate security agreements concerning the handling of classified and sensitive material.
- C. Any expense related to the inclusion of data from a Participating Agency into the Fort Worth INTEX searchable platform, or any expense necessary related to the activation of an FLO’s user license for a searchable platform or database, whether a one-time expense or a recurring expense, will remain the responsibility of the Participating Agency.
- D. Participating Agencies will adopt this MOU and corresponding policies set forth and described in Article V of this MOU, and such MOU and policies will have the same force and effect as the participating agencies’ internal policies and procedures.
- E. Participating Agencies will assign a number of Fusion Liaison Officers consistent with the needs of the INTEX and the Participating Agency. A Fusion Liaison Officer is considered assigned after (i) completion of FLO training provided by the Fort Worth INTEX; (ii) after completion of a Non-Disclosure Agreement in which the individual agrees to adhere to the privacy policy; and (iii) after such employee is designated as a FLO by an authorized supervisor of the Participating Agency.
- F. Individual users of the Fort Worth INTEX information and intelligence remain responsible for the lawful and appropriate use of the information and intelligence provided by the Fort Worth INTEX. Failure to abide by the restrictions and use limitations for the Fort Worth INTEX data may result in the suspension or termination of individual user privileges, disciplinary sanctions imposed by the user’s employing agency, or criminal prosecution. Each individual user and Participating Agency utilizing the Fort Worth INTEX is required to abide by the INTEX Privacy Policy in providing information and intelligence to the Fort Worth INTEX and in the access, use, security, and disclosure of information and intelligence obtained by and through the center.
- G. Participating Agencies will adopt and comply with internal policies and procedures requiring the agency, its personnel, contractors, and users to:
  - 1. Have and enforce policies for discovering and responding to violations of agency policies and this MOU, including taking appropriate action when violations are found;

2. Make available to the public the Participating Agency's internal policies and procedures regarding privacy, civil rights, and civil liberties;
  3. Cooperate with periodic, random audits by representatives of the Fort Worth INTEX and/or other designated individuals related to Participating Agency's specific participation with Fusion; and
  4. Designate an individual within the Participating Agency to receive reports of alleged errors in the information that originated from the Participating Agency.
- H. If a Participating Agency fails to comply with either the provisions of this agreement or internal policies, or fails to enforce provisions in its local policies and procedures regarding proper collection, use, retention, destruction, sharing, disclosure, or classification of information, as determined by the Fort Worth INTEX Advisory Board (Board), the Board may:
1. Suspend or discontinue the offending agency's access to the Fort Worth INTEX; or
  2. Offer to provide an independent review, evaluation, or technical assistant to the Participating Agency to establish compliance.

## VIII. PERSONNEL

### A. Personnel Rules and Discipline

1. A complaint made against any Participating Agency individual assigned to the Fort Worth INTEX, while acting within the scope of their INTEX assignment, shall be reported to the Center Director. The Director will immediately report such complaint to the respective agency's direct supervisor of the individual. Such complaints shall be investigated immediately by the Director and reported to the Advisory Board for review and possible removal from INTEX.
2. A complaint made against any personnel assigned to the Fort Worth INTEX outside the scope of their INTEX assignment will be the sole responsibility of the agency employing the member to conduct an investigation. Disciplinary action, if any, is the responsibility of the employing agency. The Participating Agency shall immediately notify the Center Director of any disciplinary action taken to the extent possible by law or contract.
3. The Director reserves the right to remove any personnel from INTEX during the course of an investigation into a complaint of personnel misconduct.
4. Each Participating Agency will be subject to the personnel rules, regulations, laws, and policies applicable to their respective agencies. All Participating Agencies will abide by appropriate security agreements concerning the handling of classified and sensitive material.
5. Any salary, compensation, overtime, other expense, worker's compensation benefits, or any other benefit of an FLO in the performance of their duties as liaison officers to the Fort Worth INTEX remain the responsibility of the Participating Agency where the FLO is employed whether the FLO is located at the Fort Worth INTEX facility or at the Participating Agency. Overtime authorization remains with the Participating Agency through the normal procedure of that Participating Agency.

### B. Training

Each Participating Agency will require training for certain individuals as required and outlined by the Fort Worth INTEX.

### C. Supervisory Personnel

A supervisory position will be assigned to oversee the Fusion Unit of the Fort Worth INTEX. There will only be one supervisory position available for assignment. This section is only applicable to the jurisdiction that assigns a full-time supervisor to the INTEX facility to supervise the Fusion Unit.

The Fusion Unit is one of four units that comprise the Fort Worth Intelligence Exchange Section of the Fort Worth Police Department. This supervisor position may be filled from within the Fort Worth Police Department or from a Participating Agency, on a full-time basis, and must hold the rank of Police Sergeant, or equivalent. This supervisor is to provide daily guidance and support to the Fusion Unit and is responsible for the management, supervision, and coordination of the Fusion Liaison Officer Program, the Private Sector Outreach Program, and all operational activities for the fusion unit with full supervisory authority equal to that of a supervisor rank within the Fort Worth Police Department.

For matters pertaining to the operation of the Fort Worth INTEX and/or the supervision of the Fusion Unit, this supervisory position will report directly to Fort Worth Intelligence Exchange Section Lieutenant. For matters pertaining to administrative issues listed in this MOU (Section VIII, A., 5), this supervisory position will refer to the Participating Agency where the individual is employed.

#### **IX. DIRECTION OF FORT WORTH INTEX AND RESOURCE CONTROL**

Specific control over an agency's INTEX resources and the continued dedication of these resources to the INTEX shall be retained by the Participating Agencies. Participating Agencies shall be kept fully apprised of all analytical developments by their respective INTEX-based subordinates, as appropriate security clearances permit. INTEX analysts will provide requesting Participating Agencies with link analysis, database searches and coordination of information between local, state, tribal, and federal agencies. The INTEX will also provide tactical intelligence support to partners using a tiered approach based on the severity of the crime or incident and its relative impact to the Fort Worth and surrounding area.

While nothing in this MOU is to be construed as an obligation of City funds, City and Participating Agencies agree that each party paying for the performance of governmental functions or services shall make those payments from current revenues available to the paying party. City and Participating Agencies further agree that any contractual payments made pursuant to this MOU shall be in an amount that fairly compensates the performing party for the services or functions performed.

#### **X. AUDITING**

The INTEX advisory board may conduct audits at any time consistent with the Privacy Policy to determine efficiency with the INTEX operation, compliance with this MOU and other agreements or contracts, or adherence to the privacy policy.

#### **XI. RELATIONSHIP OF PARTIES AND LIABILITY**

Nothing in this MOU shall be deemed to create an employment relationship between any of the Participating Agencies. The Participating Agencies do not waive and intend to assert any available defenses and/or limitations on liability. No Participating Agency shall be considered to be an agent of any other Participating Agency. The Participating Agencies acknowledge that neither party has waived its sovereign immunity or any defenses available to it in statute or the common law by entering into this MOU.

#### **XII. AMENDMENTS**

This MOU may be modified only by a writing properly executed by each of the Participating Agencies. No representation or promise made after the execution of this MOU, nor any modifications or amendments of this MOU, shall be binding on the Participating Agencies unless made in writing and properly executed by each of the Participating Agencies.

#### **XIII. TERM OF AGREEMENT**

**A. Effective Date.**

This MOU shall commence on the date of the execution by the final signature of all parties.

**B. Renewal Term(s).**

This MOU shall renew annually automatically, unless terminated as provided herein.

**C. Termination.**

A party to this MOU may terminate its involvement in this MOU upon 60 days written notice to the other parties.

**XIV. COMPLETE AGREEMENT**

This MOU constitutes the entire agreement and understanding between the parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This MOU may not be amended in whole or in part except in a written amendment executed by both parties to the MOU.

**XV. SEVERABILITY**

If a court of competent jurisdiction determines that a term or provision of this agreement is void or unenforceable, the remainder of this MOU remains effective to the extent permitted by law.

**XVI. SURVIVAL OF OBLIGATIONS**

All provisions of this MOU that impose continuing obligations on the parties, including but not limited to warranty, indemnification, limitation of liability, and confidentiality, shall survive the expiration of termination of this MOU.

**XVII. MISCELLANEOUS**

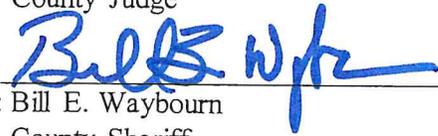
- A. This MOU is subject to the provisions of any agreement made between the parties to this MOU and the United States Government relative to the expenditure of federal funds for the development and maintenance of the INTEX.
- B. Each individual signing this MOU on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

**XVIII. NOTICE**

- A. All notices sent pursuant to this MOU shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.
- B. When notices sent are had delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.
- C. Either party may change its address for notice under this MOU by providing a notice of the change in compliance with this paragraph to all other parties.

ACCEPTED AND AGREED:

<p><b>CITY OF FORT WORTH</b></p> <p>By: _____ Name: Jesus J. Chapa Title: Deputy City Manager</p> <p>APPROVAL RECOMMENDED:</p> <p>By: _____ Name: Neill Noakes Title: Chief of Police</p> <p>ATTEST:</p> <p>By: _____ Name: Mary J. Kayser Title: City Secretary</p>	<p><b>CONTRACT COMPLIANCE MANAGER:</b> 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.</p> <p>By: _____ Name: Sasha Kane Title: Sr. Contract Compliance Specialist</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: _____ Name: Lynn Winter Title: Senior Assistant City Attorney</p> <p><b>CONTRACT AUTHORIZATION:</b> M&amp;C: N/A Date Approved: Form 1295 Certification No.: _____</p>
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<p><b>TARRANT COUNTY</b></p> <p>By: _____ Name: B. Glen Whitley Title: County Judge</p> <p>By:  Name: Bill E. Waybourn Title: County Sheriff</p>
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ATTACHMENT #1

APPROVED AS TO FORM\*

3-7-22



Criminal District Attorney's Office\*

\* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.