

**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 is considered 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 established the Texas Anti-Gang Center ("TAG CENTER"). The TAG CENTER is a state-of-the-art facility in which representatives from multiple law enforcement agencies 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 participate and maintain a joint physical presence at the TAG CENTER.
- B. 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.
- C. 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. Voting Constituent Organization. Eligibility to establish a physical presence at the TAG

CENTER and to participate in its administration is restricted to those agencies that are designated as a "Constituent Organization" pursuant to the terms of this Agreement. The following agencies are hereby designated Constituent Organizations:

- (1) City of Arlington by and through its Police Department ("APD");
- (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) City of Dallas by and through its 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) City of Fort Worth by and through its Police Department ("FWPD");
- (8) U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations, Dallas Field Office ("HSI");
- (9) City of Irving by and through its Police Department ("IPD");
- (10) City of North Richland Hills by and through its Police Department ("NRHPD");
- (11) Tarrant County Criminal District Attorney's Office ("TCDAO")
- (12) Texas Department of Public Safety, Region 1 ("DPS")
- (13) Texas Alcoholic Beverage Commission ("TABC")
- (14) Tarrant County Sheriff's Office ("TCSO")
- (15) City of Denton by and through its Police Department ("Denton PD")
- (16) City of Plano by and through its Police Department ("PPD")
- (17) Kaufman County District Attorney's Office ("KCDAO")
- (18) City of Forney by and through its Police Department ("FPD")

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. **Non-Voting Constituent Organization.** A designated agency that meets the requirements below may participate in this Agreement as a Non-Voting Constituent Organization upon majority vote

and formal approval of the Executive Board. Such Non-Voting Constituent Organization shall not be authorized to establish a physical presence at the TAG CENTER, shall not be entitled to a place on the Executive Board, and shall not be entitled to vote on any matters that are administered under this Agreement, but shall be authorized to provide input to the Board on all matters that come before the Board as such agency deems necessary. Following approval by the Executive Board, such Non-Voting Constituent Organization shall execute this Agreement agreeing to abide by its applicable terms and conditions, and shall be eligible to benefit from the expenditure of TAG funds pursuant to this Agreement.

Requirements for a Non-Voting Constituent Organization:

- (1) Agency requests assistance from the TAG Center in addressing matters related to gang activity within its jurisdiction;
 - (2) If the Non-Voting Constituent Organization is a city, the population of the city shall not exceed 250,000;
 - (3) The annual expenditure for purchases on behalf of such agency from TAG Grant Funds under this Agreement shall not exceed \$20,000.
- C. Fiduciary Agency. Resolution No. 2016-14 of the City Council of North Richland Hills designated the City of North Richland Hills, through the North Richland Hills Police Department, as the fiduciary and sponsoring agency for the TAG CENTER.
- D. 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 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.
- E. 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.
- F. 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, contractually bound to the sending Constituent Organization or subject to the control of the sending Constituent Organization as part of a joint task force, multi-agency operational Unit, or separate agreement with another agency. 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. Constituent Organizations shall not add any personnel to office or perform duties at the TAG CENTER which would cause that Organization to exceed its allotted number of personnel physically occupying the TAG CENTER, unless otherwise approved by the Board.

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. Funding for the TAG CENTER and for the administration of this Agreement is to be provided by grant funds awarded to the NRHPD by the Office of the Governor of Texas Public Safety Office, Criminal Justice Division and Homeland Security Grants Division ("OOG"), or such other designated entity ("Grant Funds"). 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 at the TAG Center. 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. Compensation of Constituent Organization Employees. If authorized by the OOG, a Constituent Organization may use Grant Funds for the purpose of hiring or compensating its personnel who provide services related to this Agreement. If the TAG Grant Funds are used

to hire new personnel on or after the Effective Date of this Agreement, the respective Constituent Organization shall, upon approval of the Board, complete and execute the "Funding Agency Addendum" in the form of Addendum "A" to this Agreement, which shall be executed separately from this Agreement, be incorporated into this Agreement, and shall not require formal action by the remaining Constituent Organizations.

- D. 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.
- E. 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.
- F. Expenditure of Grant Funds. NRHPD, in consultation with its Finance Department, shall determine the procedures for expenditure of all Grant Funds under this Agreement, adhering to the Governmental Accounting Standards Board policies and procedures for local government financial activities and the policies and procedures set forth by the Office of the Governor of Texas Public Safety Office, Criminal Justice Division and Homeland Security Grants Division for expenditure of Grant Funds. Receipt of Grant Funds shall be verified in writing by the Constituent Organization or the Non-Voting Constituent Organization upon receipt.
- G. Purchases on behalf of a Constituent Organization or Non-Voting Constituent Organization. NRHPD is authorized to purchase products, equipment or property (collectively "Asset(s)") on behalf of the other Constituent Organizations or Non-Voting Constituent Organizations when such funds are authorized by the OOG. In the event NRH purchases an Asset for the benefit of all TAG Constituent Organizations and Non-Voting Constituent Organizations, ownership of the Asset shall remain with NRH for the benefit of all parties. If NRH purchases an Asset that will be used exclusively by a designated Constituent Organization or Non-Voting Constituent Organization, such Asset shall be transferred to the respective Constituent Organization or Non-Voting Constituent Organization within thirty (30) days of receipt of the Asset(s) by NRHPD. Ownership of such Asset(s) shall be transferred to the Constituent Organization or Non-Voting Constituent Organization by completion and execution of the "Regional Asset Transfer Agreement" in the form attached hereto as Addendum "B," which shall be executed separately from this Agreement, be incorporated into this Agreement, and shall not require formal action by the remaining Constituent Organizations.

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 or omitted to perform the action when such omission is the basis of alleged 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. There is no common pecuniary interest among the constituent members, but only a desire to collaborate and cooperate in non-pecuniary law enforcement activities to prevent and solve crime.

XI. Lead Organization

Any administrative 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, and any amendment or addendum hereto, may be executed in multiple counterparts and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures. .

XIII. Amendments and Termination

Except as specifically provided herein, any amendments to this Agreement must be in writing and signed by all Constituent Organizations. The Administrator shall have the duty and responsibility to provide a copy of any executed amendment or addendum to each Constituent Organization and each Non-Voting Constituent Organization for their records within fifteen (15) days of execution of the same. This Agreement shall continue in effect until its expiration as set forth in Section XV, unless terminated in writing signed by all Constituent Organizations, 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 or a Non-Voting Constituent Organization of the TAG CENTER. Any additions to the list of Constituent Organizations or Non-Voting Constituent Organizations provided herein may occur upon approval by formal action and majority vote of the Board and by a written addendum to this Agreement in the form of "Addendum C" attached hereto, signed by the joining organization. Such addendum shall be attached hereto, and automatically made a part of this Agreement, with the first additional joining agency addendum to be executed and titled "Addendum C-1," with each additional joining agency addendum to be titled "Addendum C-2," "Addendum C-3," and so forth. In the event any additional agencies agree to become a Constituent Organization or Non-Voting Constituent Organization of the TAG CENTER, the joining organization shall be considered a Constituent Organization or a Non-Voting Constituent Organization for purposes of this Agreement, any reference to "Constituent Organizations" or "Non-Voting Constituent Organization" in this Agreement shall be construed as including the joining organization, and any policies or procedures previously adopted and applicable to all Constituent Organizations or all Non-Voting Constituent Organizations shall be equally applicable to the joining organization.

- B. Withdrawal. Any Constituent Organizations or Non-Voting Constituent Organization 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 or Non-Voting Constituent Organization respectively, for purposes of this Agreement, and any reference to "Constituent Organizations" or "Non-Voting 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 September 30, 2023, unless extended by written agreement of the Constituent Organizations through a separate renewal. **THE DEADLINE FOR EXPENDITURE OF ALL GRANT FUNDS IS AUGUST 31, 2023.**

THIS AGREEMENT SHALL TAKE EFFECT UPON EXECUTION OF EACH PARTY.

EXECUTED this ____ day of _____, 2023.

NORTH RICHLAND HILLS POLICE DEPARTMENT ATTEST:

By _____
Signature

By _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Printed Name

Date _____

Title

Date _____

APPROVED AS TO FORM AND LEGALITY:

By _____
Maleshia McGinnis, City Attorney

Date _____

EXECUTED this ____ day of _____, 2023.

ARLINGTON POLICE DEPARTMENT

By _____
Signature

Printed Name

Title

Date _____

EXECUTED this ____ day of _____, 2023.

U.S. DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND
EXPLOSIVES, DALLAS FIELD DIVISION

By _____
Signature

Printed Name

Title

Date _____

EXECUTED this ____ day of _____, 2023.

DALLAS COUNTY DISTRICT ATTORNEY'S OFFICE

By _____
Signature

Printed Name

Title

Date _____

EXECUTED this ____ day of _____, 2023.

DALLAS POLICE DEPARTMENT

By _____
Signature

Printed Name

Title

Date _____

EXECUTED this ____ day of _____, 2023.

U.S. DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION, DALLAS
DIVISION

By _____
Signature

Printed Name

Title

Date _____

EXECUTED this ____ day of _____, 2023.

U.S. DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION, DALLAS DIVISION

By _____
Signature

Printed Name

Title

Date _____

EXECUTED this ____ day of _____, 2023.

FORT WORTH POLICE DEPARTMENT

By _____
Signature

Printed Name

Title

Date _____

EXECUTED this ____ day of _____, 2023.

U.S. DEPARTMENT OF HOMELAND SECURITY, U.S. IMMIGRATION AND CUSTOMS
ENFORCEMENT, HOMELAND SECURITY INVESTIGATIONS, DALLAS FIELD OFFICE

By _____
Signature

Printed Name

Title

Date _____

EXECUTED this ____ day of _____, 2023.

IRVING POLICE DEPARTMENT

By _____
Signature


Printed Name

Title

Date _____

EXECUTED this ____ day of _____, 2023.

TARRANT COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE

By 
Signature

Phil Sorrells
Printed Name

Criminal District Attorney
Title

Date 6/12/2023

EXECUTED this ____ day of _____, 2023.

TEXAS DEPARTMENT OF PUBLIC SAFETY, REGION 1

By _____
Signature

Printed Name

Title

Date _____

EXECUTED this ____ day of _____, 2023.

TEXAS ALCOHOLIC BEVERAGE COMMISSION

By _____
Signature

Printed Name

Title

Date _____

EXECUTED this ____ day of _____, 2023.

TARRANT COUNTY SHERIFF'S OFFICE

By _____
Signature

Printed Name

Title

Date _____

EXECUTED this ____ day of _____, 2023.

DENTON POLICE DEPARTMENT

By _____
Signature

Printed Name

Title

Date _____

EXECUTED this ____ day of _____, 2023.

PLANO POLICE DEPARTMENT

By _____
Signature

Printed Name

Title

Date _____

EXECUTED this ____ day of _____, 2023.

KAUFMAN COUNTY DISTRICT ATTORNEY'S OFFICE

By _____
Signature

Printed Name

Title

Date _____

EXECUTED this ____ day of _____, 2023.

FORNEY POLICE DEPARTMENT

By _____
Signature

Printed Name

Title

Date _____

FUNDING AGENCY ADDENDUM A ____
TO LOCAL ADMINISTRATIVE AGREEMENT
BETWEEN THE CONSTITUENT AGENCIES OF THE
TEXAS ANTI-GANG CENTER – NORTH TEXAS

The agencies designated as Constituent Organizations to the Local Administrative Agreement Between the Constituent Agencies of the Texas Anti-Gang Center – North Texas ("Agreement"), are:

City of Arlington by and through its Police Department
U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives,
Dallas Field Division
Dallas County District Attorney's Office
City of Dallas by and through its Police Department
U.S. Department of Justice, Drug Enforcement Administration, Dallas Division
U.S. Department of Justice, Federal Bureau of Investigation, Dallas Division
City of Fort Worth by and through its Police Department
U.S. Department of Homeland Security, U.S. Immigration and Customs
Enforcement, Homeland Security Investigations, Dallas Field Office
City of Irving by and through its Police Department
City of North Richland Hills by and through Police Department
Tarrant County Criminal District Attorney's Office
Texas Department of Public Safety, Region 1
Texas Alcoholic Beverage Commission
Tarrant County Sheriff's Office
City of Denton by and through its Police Department
City of Plano by and through its Police Department
Kaufman County District Attorney's Office
City of Forney by and through its Police Department

For convenience, the Constituent Organizations may be referred to collectively as "parties" and individually as a "party," and the Texas Anti-Gang Center – North Texas as "TAG Center."

RECITALS:

WHEREAS, the parties hereto in 2022 entered into an Agreement to maintain the TAG Center ("Agreement"); and

WHEREAS, ultimate governance of the TAG Center is vested in an Executive Board ("Board") comprised of the principal of each of the parties, each having an equal vote on all matters coming before the Board; and

WHEREAS, the Agreement expires on September 30, 2023 ("Term"); and

WHEREAS, the Board has authority to take any action with respect to the TAG Center that is not inconsistent with the Agreement and applicable law; and

WHEREAS, this Addendum is intended to supplement the Agreement by approving the use of Texas Anti- Gang Center Grant No. 2848908 Funds awarded by the Office of the Governor of Texas Public Safety Office, Criminal Justice Division and Homeland Security Grants Division (the

“TAG Grant Funds”) for the purpose of hiring Agency personnel to provide services related to the Agreement; and

WHEREAS, for purposes of this Addendum, the Constituent Organization benefitting from the use of TAG Grant Funds per this Addendum will be referred to as the “Funding Agency.”

NOW THEREFORE, the Funding Agency listed below hereby agrees and accepts the terms set forth below herein in this Addendum:

1.

By majority vote of the Board at a duly called Board meeting, the Funding Agency listed below is hereby authorized to utilize TAG Grant Funds for the purpose of hiring Agency personnel to provide services related to the Agreement:

Name of Funding Agency:

Agency Principal Address:

Personnel Positions to be Filled and Amount of Funding Authorized:

(1) Position – Not to exceed \$XX,XXX.00

(1) Position – Not to exceed \$XX,XXX.00

(1) Position – Not to exceed \$XX,XXX.00

Number of personnel positions to be filled:

Anticipated Start Date of Agency Personnel:

Authorized Agency Contact:

Agency Contact Email Address:

Agency Contact Phone Number:

Grant Funding Period: September 1, 2022-August 31, 2023

2.

Any personnel whose salary or compensation is wholly or partially funded by the TAG Grant Funds shall be an employee of the Funding Agency and shall perform all work and services as an employee of the Funding Agency. The Funding Agency shall have full and sole responsibility and liability for the acts and omissions of any such employee(s), payment of any and all licensing fees or employment taxes, and any required training. No joint employer status shall exist between any of the Constituent Organizations and the Funding Agency.

3.

As TAG Grant fiduciary, all TAG Grant Funds will be disbursed to the Funding Agency by the City of North Richland Hills (“NRH”). The Funding Agency will submit to NRH on a quarterly basis an invoice with actual salary/compensation costs incurred by the Funding Agency personnel funded by the grant. The Funding Agency shall maintain on a current basis complete and accurate records of accounts of all obligations and expenditures of funds in accordance with generally acceptable accounting principles and Governmental Accounting Standards Board policies and procedures for local government financial activities.

4.

By execution of this Funding Agreement, and acceptance of the TAG Grant Funds, the Funding Agency agrees that in the event of loss or misuse of the TAG Grant Funds, the Funding Agency will ensure that the funds will be repaid as required by and within the time frame designated by NRPD, the Department of Justice and/or the Texas Governor's Office, respectively.

5.

Except as herein amended, the terms and conditions of the Agreement shall continue in full force and effect.

6.

THIS ADDENDUM SHALL BE INCORPORATED INTO THE LOCAL ADMINISTRATIVE AGREEMENT BETWEEN THE CONSTITUENT AGENCIES OF THE TEXAS ANTI-GANG CENTER – NORTH TEXAS AGREEMENT, AND SHALL TAKE EFFECT UPON APPROVAL OF MAJORITY VOTE OF THE BOARD AND EXECUTION OF THE FUNDING AGENCY.

ACCEPTED AND AGREED.

EXECUTED this _____ day of _____, 20____.

FUNDING AGENCY:

AGENCY NAME

By: _____

Authorized Signature

Printed Name

Title

ACKNOWLEDGED this _____ day of _____, 20____.

FIDUCIARY:

CITY OF NORTH RICHLAND HILLS, THROUGH ITS POLICE DEPARTMENT

By: _____

Authorized Signature

Printed Name

Title

APPROVED AS TO FORM:

By: _____
Maleshia B. McGinnis, City Attorney

Date: _____

ATTEST:

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

Date: _____

REGIONAL ASSET TRANSFER ADDENDUM B ____

**TO LOCAL ADMINISTRATIVE AGREEMENT
BETWEEN THE CONSTITUENT AGENCIES OF THE
TEXAS ANTI-GANG CENTER – NORTH TEXAS**

The agencies designated as Constituent Organizations to the Local Administrative Agreement Between the Constituent Agencies of the Texas Anti-Gang Center – North Texas are:

City of Arlington by and through its Police Department
U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives, Dallas Field Division
Dallas County District Attorney's Office
City of Dallas by and through its Police Department
U.S. Department of Justice, Drug Enforcement Administration, Dallas Division
U.S. Department of Justice, Federal Bureau of Investigation, Dallas Division
City of Fort Worth by and through its Police Department
U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations, Dallas Field Office
City of Irving by and through its Police Department
City of North Richland Hills by and through Police Department
Tarrant County Criminal District Attorney's Office
Texas Department of Public Safety, Region 1
Texas Alcoholic Beverage Commission
Tarrant County Sheriff's Office
City of Denton by and through its Police Department
City of Plano by and through its Police Department
Kaufman County District Attorney's Office
City of Forney by and through its Police Department

For convenience, the Constituent Organizations may be referred to collectively as "parties" and individually as a "party," and the Texas Anti-Gang Center – North Texas as "TAG Center."

RECITALS:

WHEREAS, the parties hereto in 2016 entered into a Local Administrative Agreement Between the Constituent Agencies of the Texas Anti-Gang Center – North Texas ("LAA"); and

WHEREAS, ultimate governance of the TAG Center is vested in an Executive Board ("Board") comprised of the principal of each of the parties, each having an equal vote on all matters coming before the Board; and

WHEREAS, the LAA expires on September 30, 2023 ("Term"); and

WHEREAS, the Board has authority to take any action with respect to the TAG Center that is not inconsistent with the LAA and applicable law; and

WHEREAS, this Regional Asset Transfer Addendum (“Addendum”) is intended to amend and supplement the LAA by approving the use of Texas Anti-Gang Center Grant No. 2848908 Funds awarded by the Office of the Governor of Texas Public Safety Office, Criminal Justice Division and Homeland Security Grants Division (the “TAG Grant Funds”) for the purpose of purchasing products, equipment or property (collectively the “Asset(s)”) on behalf of Constituent Organizations; and

WHEREAS, the City of North Richland Hills by and through its Police Department (“Recipient”), pursuant to the LLA, is the recipient of the TAG Grant Funds, acts as fiduciary for all parties in making purchases using TAG Grant Funds on behalf of the Constituent Organizations; and

WHEREAS, for purposes of this Addendum, the Constituent Organization benefitting from the expenditure of TAG Grant Funds per this Addendum will be referred to as the “Receiving Jurisdiction/Agency;” and

WHEREAS, this Addendum sets forth the terms, conditions and understanding between the Recipient and the Receiving Jurisdiction/Agency with respect to receiving and transferring ownership and responsibility of Asset(s) purchased with State and/or Federal Grant Funds as defined in the LAA;

NOW THEREFORE, the Receiving Jurisdiction/Agency listed below hereby agrees and accepts the terms set forth below herein in this Addendum:

1.

By majority vote of the Board at a duly called Board meeting held on _____, the Receiving Jurisdiction/Agency listed below is authorized to request that the Recipient utilize TAG Grant Funds to purchase Asset(s) on behalf of the Receiving Jurisdiction/Agency for the purpose of carrying out the mission of the TAG Center:

Name of Receiving Jurisdiction/Agency:

Jurisdiction/Agency Principal Address:

Brief description of the Asset(s):

Amount of Expenditure:

Authorized Jurisdiction/Agency Contact:

Jurisdiction/Agency Contact Email Address:

Jurisdiction/Agency Contact Phone Number:

Grant Funding Period: September 1, 2022-August 31, 2023. Any Asset(s) purchased after this date shall not be eligible for transfer to Receiving Jurisdiction/Agency.

2.

Following the purchase and receipt of the Asset(s) by Recipient, ownership of the Asset(s) shall be transferred to the Receiving Jurisdiction/Agency via execution of this Addendum.

3.

By execution of this Addendum, the Recipient certifies that the Asset being transferred was acquired through the expenditure of Grant Funds, TAG Grant #2848908, awarded to the Recipient.

4.

The Receiving Jurisdiction/Agency certifies that it has received a copy of the Grantee Conditions and Responsibilities Memo (Attachment A) has knowledge of, and is in compliance with the laws, rules and regulations of the Grant, including compliance with all state and federal grant eligibility requirements.

The Receiving Jurisdiction/Agency further certifies that it has received a copy of the Recipient's Grant Award (Attachment B) and agrees to be bound by all the contract covenants and exhibits to the Recipient's award and any modifications or amendments to that award.

5.

Recipient certifies that all Grant Award documents and amendments are included in Attachment C.

6.

Recipient and Receiving Jurisdiction/Agency further certify that they have been duly authorized and empowered by their governing body to enter into this Addendum. Both parties acknowledge that all rights, title, interest, ownership, and responsibility for the Asset(s) shall vest in the Receiving Jurisdiction/Agency upon completion of transfer of the Asset(s) and execution of this Addendum.

7.

The Asset(s) being transferred must include all of the following information as set forth in Attachment D:

1. Grant Year/Program
2. CFDA Number
3. eGrants Grant Number
4. Source
5. Description
6. Serial Number or Identification Number
7. Who Holds the Title to the Property
8. Acquisition Date
9. Cost
10. % of Federal Participation
11. Location
12. Use
13. Condition
14. Disposition Data
15. _____ Special Property Provision (i.e., for purchase of a K-9 animal or other special

purchases):

Complete this section if the Asset(s) is not considered equipment or products. Please include description of the property being transferred, and any special requirements for maintenance or care of the property.

8.

Responsibilities of Recipient: The Recipient agrees to notify Receiving Jurisdiction/Agency of any known modifications to applicable award requirements within 15 business days of receipt.

9.

Responsibilities of Receiving Jurisdiction/Agency: The Receiving Jurisdiction/Agency agrees to:

- Take full possession, ownership and responsibility for the Asset upon completion of the transfer
- Maintain compliance with the requirements of federal and state granting agencies
- Maintain all aspects of the Asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements referring to the Equipment Inventory Requirements (Attachment C)
- Maintain appropriate levels of property insurance as needed to protect the Asset
- Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request
- Ensure the Recipient is notified in writing when equipment is disposed of by the receiving entity in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section 32 (e) Disposition
- Ensure the equipment is maintained in good working order
- Ensure a physical inventory is conducted for the Asset(s) every 2 years
- Ensure the Asset is used only as allowable under the Grant
- Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response
- Ensure proper disposition of the Asset in accordance with applicable state and federal laws once it has reached its useful life and/or is declared surplus or deemed no longer in use.
- Provide care for any special property purchases in accordance with requirements set forth in this Addendum

10.

By execution of this Addendum, and acceptance of Assets purchased with TAG Grant Funds, the Receiving Jurisdiction/Agency agrees that purchase of Asset(s) using false or misleading information

provided by the Receiving Jurisdiction/Agency shall constitute misuse of the TAG Grant Funds and the Receiving Jurisdiction/Agency will be responsible for repayment of the TAG Grant Funds used to purchase the Asset(s) as required by and within the time frame designated by the Recipient, the Department of Justice and/or the Texas Governor’s Office, respectively.

11.

This Regional Asset Transfer Addendum shall become effective upon signature by an authorized official, or person with signatory authority, from each party to this Addendum, and may be modified, or terminated upon mutual written consent of both authorized officials.

12.

Except as herein amended, the terms and conditions of the LAA shall continue in full force and effect.

13.

THIS ADDENDUM, AND ANY AND ALL ATTACHMENTS HERETO, SHALL CONSTITUTE THIS ENTIRE ADDENDUM, SHALL BE INCORPORATED INTO THE LOCAL ADMINISTRATIVE AGREEMENT BETWEEN THE CONSTITUENT AGENCIES OF THE TEXAS ANTI-GANG CENTER – NORTH TEXAS AGREEMENT, AND SHALL TAKE EFFECT UPON APPROVAL OF THE GOVERNING BODY OF EACH PARTY TO THIS ADDENDUM AND EXECUTION BY EACH AUTHORIZED REPRESENTATIVE. IN THE EVENT OF ANY CONFLICT BETWEEN THIS ADDENDUM AND THE LAA, THIS ADDENDUM SHALL CONTROL.

CERTIFIED AND AGREED BY:

**CITY OF NORTH RICHLAND HILLS:
RECIPIENT**

4301 City Point Drive
North Richland Hills, Texas 76180

ATTEST:

By: _____
Mark Hindman, City Manager

By: _____
Alicia Richardson, City Secretary
Chief Governance Officer

Date: _____

Date: _____

APPROVED TO FORM AND LEGALITY:

By: _____
Maleshia B. McGinnis, City Attorney

CERTIFIED AND AGREED BY:
NAME OF RECEIVING JURISDICTION/AGENCY:

Street Address, City, State, Zip

By: _____
Signature

Printed Name and Title

Date _____

JOINING ORGANIZATION – ADDENDUM C _____
TO LOCAL ADMINISTRATIVE AGREEMENT
BETWEEN THE CONSTITUENT AGENCIES OF THE
TEXAS ANTI-GANG CENTER – NORTH TEXAS

The agencies designated as Constituent Organizations to the Local Administrative Agreement Between the Constituent Agencies of the Texas Anti-Gang Center – North Texas ("Agreement"), are:

City of Arlington by and through its Police Department
U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives, Dallas Field Division
Dallas County District Attorney's Office
City of Dallas by and through its Police Department
U.S. Department of Justice, Drug Enforcement Administration, Dallas Division
U.S. Department of Justice, Federal Bureau of Investigation, Dallas Division
City of Fort Worth by and through its Police Department
U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations, Dallas Field Office
City of Irving by and through its Police Department
City of North Richland Hills by and through Police Department
Tarrant County Criminal District Attorney's Office
Texas Department of Public Safety, Region 1
Texas Alcoholic Beverage Commission
Tarrant County Sheriff's Office
City of Denton by and through its Police Department
City of Plano by and through its Police Department
Kaufman County District Attorney's Office
City of Forney by and through its Police Department

For convenience, the Constituent Organizations may be referred to collectively as "parties" and individually as a "party," and the Texas Anti-Gang Center – North Texas as "TAG Center."

RECITALS:

WHEREAS, the parties hereto in 2022 entered into an Agreement to maintain the TAG Center ("Agreement"); and

WHEREAS, ultimate governance of the TAG Center is vested in an Executive Board ("Board") comprised of the principal of each of the parties, each having an equal vote on all matters before the Board; and

WHEREAS, the Board has authority to take any action with respect to the TAG Center that is not inconsistent with the Agreement and applicable law; and

WHEREAS, the Agreement authorizes the addition of Constituent Organizations and Non-Voting Constituent Organizations (referred to herein as a "Joining Organization" respectively) upon approval by formal action and majority vote of the Board; and

WHEREAS, following approval by the Board, the Joining Organization shall be added as an authorized agency under the Agreement without further formal action from the Constituent Organizations;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement shall be amended as follows:

1.

[NAME OF JOINING ORGANIZATION], hereby joins the parties to the Local Administrative Agreement Between the Constituent Agencies of the Texas Anti-Gang Center – North Texas, as a

☐

Constituent Organization.

☐

Non-Voting Constituent Organization.

2.

As required by the Agreement, the Executive Board approved the addition of Joining Organization to the TAG Center by formal action and majority vote of the Board at its meeting on _____ [enter date].

3.

Joining Organization agrees to be bound and abide by the applicable terms and conditions of the Agreement, which are hereby acknowledged and accepted. The Agreement is on file with the City Secretary of the City of North Richland Hills, which serves as the fiduciary for the parties.

4.

Joining Organization hereby assumes and shall have all duties, rights and responsibilities as a Constituent Organization or a Non-Voting Constituent Organization, respectively, and shall abide by such obligations as required and set forth in the Agreement.

5.

If Joining Organization is a Non-Voting Constituent Organization, it acknowledges and confirms that it meets the requirements of a Non-Voting Constituent Organization as set forth in Section IV, B of the Agreement. Joining Organization further acknowledges that if it is a Non-Voting Organization, it shall not be entitled to establish a physical presence at the TAG CENTER, shall not be entitled to a place on the Executive Board, and shall not be entitled to vote on any matters that are administered under this Agreement; however, such Joining Organization shall be authorized to provide input to the Board on all matters that come before the Board as such agency deems necessary.

6.

Except as herein amended, the terms and conditions of the Agreement shall continue in full force and effect.

7.

THIS ADDENDUM C-_____ SHALL BE INCORPORATED INTO THE LOCAL ADMINISTRATIVE AGREEMENT BETWEEN THE CONSTIUEENT AGENCIES OF THE TEXAS ANTI-GANG CENTER – NORTH TEXAS AGREEMENT, AND SHALL TAKE EFFECT UPON APPROVAL OF MAJORITY VOTE OF THE BOARD AND EXECUTION BY THE JOINING ORGANIZATION.

ACCEPTED AND AGREED.

EXECUTED this _____ day of _____, 20____.

JOINING ORGANIZATION:

AGENCY NAME

APPROVED AS TO FORM:

By: _____
Authorized Signature

By: _____
Name
City Attorney

Printed Name

Date: _____

Title

ACKNOWLEDGED this _____ day of _____, 20____.

FIDUCIARY:

CITY OF NORTH RICHLAND HILLS, THROUGH ITS POLICE DEPARTMENT

By: _____
Authorized Signature

Printed Name

Title

APPROVED AS TO FORM:

By: _____
Maleshia B. McGinnis, City Attorney

Date: _____

ATTEST:

North Texas Anti-Gang Center
Joining Organization – Addendum C-_____
Name of Joining Organization
Page 3 of 4

CA-CONTRACT NO. PD0014_20221102

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer


Date: _____

SIGNED AND EXECUTED this _____ day of _____, 2023.

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge

APPROVED AS TO FORM:

6-12-23


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.