

MEMORANDUM OF UNDERSTANDING

COPY

I. PURPOSE

The purpose of this Memorandum of Understanding (“MOU” or “Agreement”) is to create a task force, hereinafter called the Joint Intelligence and Operational Interagency Task Force (“JIOITF”), that will more effectively and efficiently investigate criminal activity in the North Texas area by gathering and analyzing intelligence from various law enforcement entities and by using the unique proficiencies of the partner agencies to conduct Federal, State and local investigations in a task force environment.

II. PARTIES

This Agreement is entered into by Immigration and Customs Enforcement, Homeland Security Investigations, Special Agent in Charge – Dallas (“HSI SAC Dallas” or “HSI”); the North Central Texas Fusion Center (“NCTFC”); Collin County Sheriff’s Office (“CCSO”); and Immigration and Customs Enforcement, Enforcement Removal Operations - Dallas (“ERO”).

[Other parties may be added at the discretion of HSI SAC Dallas. -Or- Other parties may be added based upon the consent of all parties.]

III. AUTHORITY

This Agreement is established pursuant to the provisions of the Homeland Security Act of 2002, codified in Title 6, United States Code. HSI is authorized to enter into this agreement pursuant to 6 U.S.C. § 112(b)(2).

Nothing in this MOU is intended to conflict with current law, regulation, or policy. Further, nothing in this MOU is intended to restrict the authority of any party to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction. If any term of this Agreement is inconsistent with law, regulation, or other authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

IV. RESPONSIBILITIES

a. HSI

- i. HSI Special Agent(s) assigned to the task force or assisting with task force activities will conduct administrative and criminal investigations in the North Texas area pursuant to their law enforcement authorities.
- ii. HSI Special Agents will collect and share intelligence and investigative information to the extent allowed by law and policy.
- iii. HSI may, pursuant to Title 19 of the United States Code, cross-designate certain officers of participating agencies as "Customs Officers" designated to perform certain functions of HSI agents. All Title 19 cross-designations will require two days of initial training followed by eight hours of recertification training every two years. Cross designated JIOITF officers shall adhere to all governing HSI policies and procedures, except where such HSI policies and procedures are in direct conflict with the state/local agency's policies and procedures. Failure to comply with any of these regulations will be grounds for disciplinary review by the employing agency concerned. Further requirements will be more fully explained at the training prior to cross-designation.
- iv. HSI agrees to provide access to Treasury Enforcement Communications Systems (TECS) to personnel of participating task force parties in accordance with all applicable rules and regulations.

b. ERO

- i. ERO officer(s) assigned to the JIOITF will assist in providing immigration enforcement within their authorities and will share intelligence from various immigration databases in accordance with governing law and regulations.

c. CCSO

- i. CCSO officers assigned to the JIOITF will conduct administrative and criminal investigations within their authorities and will share intelligence with the JIOITF in accordance with governing law and regulations.

d. NCTFC

- i. All analysts employed at the NCTFC will be authorized to participate in JIOITF activities.
- ii. NCTFC will aggregate and compile intelligence, and will provide timely intelligence support to all agencies involved in this endeavor within applicable laws and regulations.
- iii. NCTFC agrees to establish a 24 hour Intelligence capability watch center when resources allow.

iv. NCTFC is in a support role to the Task Force and is in no way a Law Enforcement entity.

e. All partners agree that this MOU does not limit each agency's current authority.

V. SUPERVISION

Overall supervision of the personnel on the JIOITF shall be the shared responsibility of the participants.

Each employee who is part of the JIOITF will remain subject to the personnel rules, regulations, laws, and policies applicable to his or her respective agency. While employees operate in the JIOITF, they remain under the legal, administrative and disciplinary purview of their agency and agency supervision. Each JIOITF member will continue to abide by and adhere to all policies and procedures regarding employee conduct promulgated by his or her respective parent agency. The parties agree that they shall be responsible for any liability arising from their own employees' conduct and retain all immunities and defenses available pursuant to federal and/or state law. Neither party agrees to insure, defend, or indemnify the other party.

VI. ASSET SHARING

During the course of its enforcement and investigative activity, the JIOITF will attempt to identify and seize assets that may be forfeited under state and federal civil and criminal statutes. To the extent permissible by law, regulation, and policy, assets will be distributed to each JIOITF partner based on their contribution to the investigation or seizure by the JIOITF.

VII. DOCUMENTATION OF INVESTIGATIONS AND ACTIVITY

To ensure de-confliction, provide a uniformed reporting procedure, and ensure accurate and detailed monitoring of statistics, the JIOITF shall utilize the Treasury Enforcement Communications System (TECS) to capture and report details of investigations, subject, vehicle and business records, enforcement activity and other pertinent information or intelligence. Where appropriate and required, duplicate reports will be completed by assigned task force members in their home agency systems to ensure necessary requirements are met.

JIOITF will utilize the North Texas HIDTA as its primary local de-confliction mechanism. Supervisors at the Taskforce are responsible to ensure these procedures are strictly adhered to.

VIII. SLOT FUNDING

All participating agencies will remain responsible for establishing the salary and benefits, including overtime, of their officers assigned to the JIOITF and for making payments due them. Some reimbursement may be available via State and Local Overtime and Authorized Expense Program (SLOT) funding. Payment of SLOT monies is contingent upon the availability of such funding, as each HSI SAC office is allotted limited SLOT allocations each year. As such, HSI makes no promise of SLOT funding to JIOITF officers. However, HSI will make every effort to request SLOT through appropriate HSI channels.

IX. POINTS OF CONTACT

The point of contact for this MOU is HSI Assistant Special Agent in Charge Jon Kundak at (972) 444-7302 or Jon.A.Kundak@ice.dhs.gov

*list other POCs for other agencies??

X. MEDIA RELEASES

All media releases and statements will be mutually agreed upon and jointly handled according to participating agency guidelines.

XI. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by all participating parties. It remains in force until terminated, in writing, by the parties. A party may withdraw from this MOU and task force with a 60 day advance written notice.

XII. REVISIONS AND ADDENDUMS

The terms of this Agreement may be amended upon the written approval of all parties. The revision becomes effective on the date of approval.

Other parties may be added to this Agreement via an addendum initialed or signed by Agency heads involved in this matter.

XIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between HSI SAC Dallas, NCTFC, CCSO, or other agencies that become a party to this agreement and is not intended to confer any right or benefit to any private person or party.

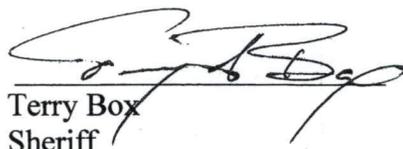
Signatures:

David M. Marwell
Special Agent in Charge
HSI SAC Dallas

Date: _____

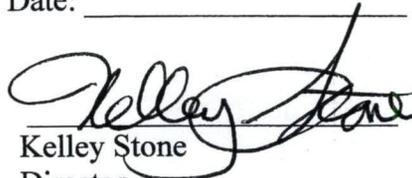
Thomas Giles
Acting Field Office Director
ICE/ERO Dallas

Date: _____



Terry Box
Sheriff
Collin County Sheriff's Department

Date: _____



Kelley Stone
Director
North Central Texas Fusion Center

Date: 11/11/14