

**Memorandum of Understanding
Regarding Federal Equitable Sharing under the
Mutual-Aid Agreement for Cooperation on Law-Enforcement
Efforts between the Sheriff's Offices of Various Texas Counties**

1. **NTXCIU Background.** Counties in northeast Texas have entered a Mutual-Aid Agreement for Cooperation on Law-Enforcement Efforts between the Sheriff's Offices of Various Counties on various dates between October 30, 2017 and the present. These counties have set up a mutual-aid task force—the North Texas Sheriffs' Criminal Interdiction Unit—to facilitate their cooperation in investigations and law enforcement, including traffic stops, in the geographic area covered by the member counties. See Local Gov't Code, Chapter 362; HB 1789 (2019) (codified at Section 362.002(b), Local Gov't Code). Amendment No. 1 to this agreement, dated November 3, 2017, amended the last sentence of Section 6 of the Agreement to read, "By separate policy provisions, the Sheriffs will set the standards for a deputy's task-force uniform." This document refers to the agreement and Amendment No. 1 collectively as "the Agreement."

2. **Purpose.** The NTXCIU has made a number of stops, arrests, and seizures, and it has started several forfeiture proceedings with either state or federal prosecutors. Section 7 of the Agreement addresses the sharing of the proceeds from any forfeiture proceeding under state or federal law between task-force members. After considering the question for over 12 months and in light of the task force's experience, the sheriffs now sign this MOU to memorialize their agreement about the interpretation of section 7 of the Agreement on the sharing of forfeiture proceeds, particularly within the context of federal equitable sharing.

3. **Federal Equitable Sharing.** The Sheriffs recognize the value of participating in the federal Equitable Sharing Program (Program). The Sheriffs understand that the Attorney General and the Secretary of Treasury have discretion to share federally forfeited property with local law-enforcement agencies but that sharing is never required. Also, federal authorities may share only from remaining net proceeds after recovery of government expenses and payment of victim compensation. The sharing for each asset will bear a reasonable relationship to a member's direct participation and other factors set out in federal policy.

4. **Conditions.** To receive funds, a Sheriff's Office must be a member of the Program and must be in compliance with all applicable laws, regulations, and federal policies related to equitable sharing. Each Sheriff's Office's Agency Head and Governing Body Head must annually sign the Office's Equitable Sharing Agreement and Certification (ESAC) report. Each Sheriff's Office agrees to abide by all policies in the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (July 2018)* and all updates and related federal documents (the *Guide*).

5. **Sharing Requests: Cooperation and Submissions.** The Sheriff's Offices will cooperate in preparing and submitting sharing requests, including providing information and draft requests to a coordinating deputy sheriff far enough in advance of a submission deadline so that the coordinating deputy can review them to ensure that the requests collectively accurately reflect the NTXCIU's efforts and meet the *Guide* and federal standards. Afterwards, the Sheriff's Offices will adjust their individual requests so that they collectively meet these standards. After adjustments, each Sheriff's

Office may submit a sharing request, under its own agency NCIC code and with a copy of this MOU, at any time following a seizure but no later than 45 days after forfeiture. A "sharing request" means any form of request for equitable sharing, including a DAG-71 or Treasury TD F 92-22.46 form (TD F).

6. Financial Management. A federal agency awards equitable-sharing funds to a Sheriff's Office to be used at its discretion in accordance with federal law and the *Guide*. Each Sheriff's Office will (a) maintain its shared funds in separate revenue accounts or accounting codes according to its county rules and policy, and (b) treat the funds just as it does appropriated funds, including following all rules and policies for procurement or purchasing, approval, accounting, and audits.

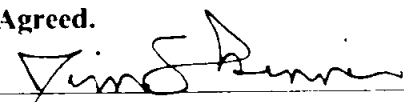
7. Sharing Percentages.

Collin County:	12.5%	Rockwall County:	12.5%
Grayson County:	12.5%	Smith County:	12.5%
Hunt County:	12.5%	Tarrant County:	12.5%
Parker County:	12.5%	Wise County:	12.5%

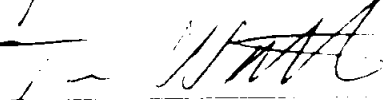
According to the *Guide*, "The decision maker will generally honor the pre-determined sharing percentages provided the agency is a Program participant and the percentages accurately reflect the degrees of participation by the task force members . . ." *Guide*, at 5. These percentages represent an equitable share under the statutes and the *Guide*, such as 21 U.S.C. § 881(c)(3), and are based on each Sheriff's Office's contribution to the NTXCIU, including deputy hours, vehicles and equipment, and financial contributions. The Sheriff's Offices may deviate from these percentages on a case-by-case basis with concurrence of all Sheriffs. Deviations generally would occur only in rare and unique circumstances under which a deviation is equitable. This section represents the Sheriffs' interpretation of Section 7 of the Agreement.

8. Reasonable Efforts and Cooperation. The Sheriff's Offices agree to take all reasonable efforts to comply with this MOU and the *Guide*, including keeping time and narrative records, and to reasonably cooperate with one another in requesting equitable sharing and complying with all federal law and the *Guide*. "Sheriff's Office" includes the relevant County, officials, and employees.

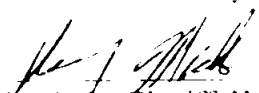
Agreed.


Jim Skinner, Sheriff, Collin County

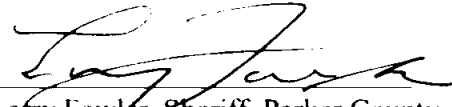
10/11/19
Date


Tom Watt, Sheriff, Grayson County


10-16-19
Date


Randy Meeks, Sheriff, Hunt County

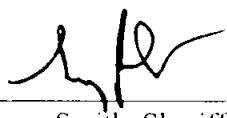
10-15-19
Date


Larry Fowler, Sheriff, Parker County

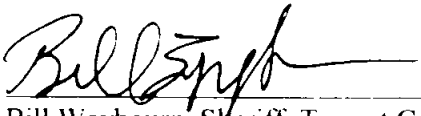
10-14-19
Date


Harold Eavenson, Sheriff, Rockwall County

10-25-2019
Date


Larry Smith, Sheriff, Smith County

10-25-2019
Date


Bill Waybourn, Sheriff, Tarrant County

12-02-2019
Date

Lane Akin, Sheriff, Wise County

Date

Larry Fowler, Sheriff, Parker County

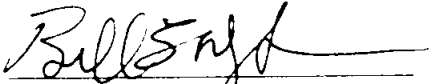
Date

Harold Eavenson, Sheriff, Rockwall County

Date

Larry Smith, Sheriff, Smith County

Date



Bill Waybourn, Sheriff, Tarrant County

12-2-2019

Date

11 Jan (AW) APPROVED BY [Signature]

Lane Akin, Sheriff, Wise County

10-29-2019

Date

Larry Fowler, Sheriff, Parker County

Date

Harold Eavenson, Sheriff, Rockwall County

Date

Larry Smith, Sheriff, Smith County

Date

Bill Waybourn, Sheriff, Tarrant County

Date



Lane Akin, Sheriff, Wise County

Date
10/28/12

J.D. Clark
Wise County Judge

Federal Equitable Sharing

The task force recognizes an ancillary benefit of asset forfeiture is the potential to share federal forfeiture proceeds with cooperating state and local law enforcement agencies through equitable sharing. The Equitable Sharing Program (Program) enhances cooperation between federal, state, local, and tribal law enforcement by providing valuable additional resources to each task force member agency. Equitable sharing funds are designed to supplement and enhance, not supplant, appropriated agency resources.

The task force understands that Federal law authorizes the Attorney General and the Secretary of the Treasury to share federally forfeited property with participating state and local law enforcement agencies. The task force understands that the exercise of this authority is discretionary and limited by statute and sharing is not required in any case. In addition, the task force understands that sharing is only available from remaining net proceeds after recovery of government expenses and payment of victim compensation. The sharing amount for each asset will bear a reasonable relationship to the degree of direct participation of each member agency and will consider the sharing recommendations outlined in this section based on qualitative factors such as unique contributions and financial obligations of the task force.

The task force understands that in order for its member law enforcement agencies to receive shared funds, the member agency must be compliant with Program guidelines and reporting requirements. Each member agency's Agency Head and Governing Body Head must annually sign the member agency's Equitable Sharing Agreement and Certification (ESAC) report. By signing and submitting the ESAC report, each member agency and its jurisdiction agree to abide by all policies set forth in the current *Guide to Equitable Sharing for State and Local Law Enforcement Agencies* and all subsequent updates.

Sharing Request Submissions: Sharing requests may be submitted at any time following the seizure, but no later than 45 days after forfeiture.

Financial Management Requirements: Equitable sharing funds are awarded to each member agency to be spent at the discretion of the recipient agency. All federally shared funds received by each member agency will be maintained in separate revenue accounts/accounting codes by each member agency's jurisdiction. These funds will be treated in the same manner as appropriated funds, including procedures for all procurement and approval processes and inclusion in all single audit requirements by the jurisdiction.

Funds may be expended in support of task force operations, such as paying leases and renting undercover vehicles and cell phones. The task force member agencies will not expend funds at the direction of or for the sole use of federal agencies.

Sharing Percentages:

Agency A: _____ %

Agency D: _____ %

Agency B: _____ %

Agency E: _____ %

Agency C: _____ %

Agency F: _____ %

The sharing percentages listed represent an equitable share in accordance with the statute and are based on each task force member agency's contribution to the task force. Contribution includes manpower, tangible contributions such as equipment and facilities, and financial contributions for revolving expenses. If one task force member agency provides a greater financial responsibility to the task force, such agency should receive a higher share reflective of the financial contribution.

The task force may deviate from the above percentages on a case-by-case basis as needed upon concurrence of all task force member agencies. Deviations from the agreed upon percentages generally would only occur in rare and unique situations involving cases where a larger than usual sharing may occur.

Change in Participation: This portion of the Agreement/Memorandum of Understanding will be updated each time a change in task force member or manpower contribution occurs and/or if a change in financial/administrative responsibilities occurs.

Dissolution: Should the task force disband or when a member agency withdraws from the task force, all funds currently in that member agency's possession remain with that member agency.