



Houston Area Police Chiefs' Association

c/o Chief Ron Wroblewski, Secretary
Nassau Bay Police Department
P.O. Box 58448
Nassau Bay, Texas 77258
281-331-4211

April 15, 2008

Dear Law Enforcement colleague,

It is with great pleasure that we invite you to one of the most important events in the history of the Houston Area Police Chiefs' Association. On Friday, May 2nd, 2008 at 10:00am, we will officially sign Memorandums of Understanding regarding inter-jurisdictional pursuits and the newly formed Southeast Texas Child Abduction Response Team (CART). Many of you have worked very hard to see these important initiatives come to fruition and now, more than ever, we need the support of the entire region as we move forward with a public signing of these agreements. In a show of unity and an acknowledgement of the incredible importance of this event to our respective communities, we ask that each of you and/or your esteemed representatives make plans to be in attendance at Houston Transtar located at 6922 Old Katy Road.

This historic moment will be covered by the local media and a catered lunch will be provided upon the conclusion of the MOU signing. Afterwards, you are invited to stay for a tour of the Houston Transtar facility and a presentation on the incredible resources that they have to offer the regional public safety community on a daily and emergent basis.

For your convenience, copies of the aforementioned Memorandums and a map to Houston Transtar have been included with this mailing. Please RSVP with Nassau Bay Police Chief Ronald Wroblewski, HAPCA Secretary, at (281) 333-4200 or email at ron.wroblewski@nassaubay.com by Monday, April 28th, in order to confirm your attendance.

The Houston Area Police Chiefs' Association appreciates your continued support and we look forward to seeing you on May 2nd.

Sincerely,

Chief John R. Chancellor
Shenandoah Police Department
President, HAPCA

Chief John Chancellor, President
Shenandoah Police Department
Chief JJ Freeze, Vice-president
Kerman Police Department
Chief Mike Baker, Treasurer
Meadows Place Police Department
Chief Ron Wroblewski, Secretary
Nassau Bay Police Department

**MEMORANDUM OF UNDERSTANDING
BETWEEN SIGNATORY LAW ENFORCEMENT AGENCIES
OF THE
HOUSTON REGIONAL LAW ENFORCEMENT AGENCIES**

Introduction

The purpose of this Memorandum of Understanding (MOU) is to provide a framework for cooperation and coordination with respect to law enforcement's response to the emergency conditions caused by vehicular pursuits and to provide a common understanding of the policies and procedures that each signatory will follow when responding to inter-jurisdictional vehicle pursuits. Numerous factors such as population density, traffic patterns, available police equipment, and training all necessitate that individual law enforcement agencies develop and implement individual policies regulating vehicle pursuits. The signatories acknowledge that there is not one pursuit policy that fits every law enforcement agency. Individual agencies must develop pursuit policy based on that agency's unique circumstance.

Purpose and Mission

This document provides major topics of concern with respect to pursuits, from which the signatory agencies will develop their respective policies, thereby providing a common understanding of what each participating agency can expect during an inter-jurisdictional pursuit. This MOU is being implemented and agreed to by the participating law enforcement agencies to provide better coordination between participating members in regards to police vehicle pursuits. This agreement is a product of the ongoing commitment to enhance the level of cooperation and service to our communities. Each member places the highest value upon the life and safety of the public and its officers. This value must be realized while balancing a police officer's duty to apprehend persons who have committed or are committing violations of the law. The methods that law enforcement agencies establish to enforce the laws are intended to minimize the risk of injury to officers and citizens alike. This MOU exemplifies that commitment to protect the communities we faithfully serve each day with the utmost concern being the safety of all persons by creating pursuit policies that give guidance and direction to the individual departments and adjoining jurisdictions.

Terms

The participating agencies agree to develop policies and procedures for their agency addressing inter-jurisdictional pursuits. Each agency's pursuit policy will, at a minimum, address the following topics:

1. Notification procedures when crossing jurisdictional boundaries.
2. Restrictions on joining pursuits initiated by outside agencies.
3. Limits on the number of police vehicles in pursuits.
4. The regulation of practices such as the use of roadblocks, the intentional ramming of pursued vehicles, and other stopping techniques that may be employed.

5. Pursuing vehicles the wrong way on public roadways.
6. Officer and supervisor responsibilities when agencies become involved in pursuits.
7. Procedures to terminate pursuits.
8. Arrest procedures as outlined in Article 14.02 and 14.06 of the Code of Criminal procedure regarding out of county arrests.

Disclaimer

This MOU is not intended to be legally binding on any of the signatory agencies but is intended to serve as a blueprint for cooperation between them. A party to this MOU does not waive any immunity provided by law nor assume liability for another agency's action or expenses by participating in this agreement. Accordingly, no party will indemnify any other party. This MOU is not intended to waive any affirmative defenses or immunities available to any party to this agreement.

Duration and Termination of Agreement

This agreement becomes effective upon the date the document is signed by the respective individuals authorized to enter into this agreement. Any party may cancel their participation in this MOU by simply notifying the other parties in writing of its intent to cancel its participation.

IN WITNESS WHEREOF, each of the parties hereto has caused this MOU to be executed by its duly authorized officer on the date indicated below:

SIGNATORIES: LIST BELOW

Southeast Texas Child Abduction Response Team Memorandum of Understanding

Introduction

The Southeast Texas Child Abduction Response Team [CART], a program arm of the Texas Center for the Missing, is dedicated to the rapid and safe recovery of high-risk missing children through cooperative, interagency, cross-jurisdictional planning and training. Rapid deployment of investigative resources upon notification of a mysterious disappearance may enhance the odds of recovering victims alive; preclude others from becoming victims and facilitate the identification and arrest of offenders. In order to maximize the effective utilization of resources, avoid duplication of effort, expedite investigations and ensure the current best practices of CART training are followed; the undersigned parties enter into this Memorandum of Understanding [MOU].

Operational Terms of Agreement

1. Absent a contemporaneous agreement between any of the participating agencies, the agency with original jurisdiction [referred to as the requesting agency] will be responsible for conducting any criminal investigation related to a missing child.
2. The responding agency(s) agrees to assist in providing resources as needed to include, but not limited to, manpower, command posts and crime scene units, in addition to any resources the requesting agency may possess.
3. The requesting agency will provide sufficient parking and workspace for the responding agency(s).
4. The requesting agency agrees to implement the best current practices in accordance with CART protocols once the responding agency(s) is activated.
5. The requesting agency is responsible for providing continual on-site liaison during the course of the investigation. The liaison will have immediate decision making authority or be in direct contact with an agency representative with decision making authority.
6. The requesting agency will conduct all press briefings related to the operation.
7. The requesting agency will archive all documentation related to the operation.
8. Both the requesting agency and the responding agency(s) agree to mutually debrief the operation not later than ten (10) days after its conclusion.

Administrative Terms of Agreement

1. The program coordinator for this agreement is responsible for all communications and contacts required to manage this agreement.
2. The program coordinator will supply a copy of the Texas Center for the Missing By-Laws, a copy of CART operational protocols and a current roster of member agencies to each member agency.
3. Member agencies agree to enroll personnel and resources into CART and participate in CART training.
4. Member agencies agree to regularly attend CART meetings.

5. In the event a member agency experiences a change in the chief executive officer, the agency may continue participation by submitting a new signature page signed by the new chief executive officer indicating the agency's desire to participate in CART.
6. Nothing in this agreement requires a member agency to assist if that agency's resources are unavailable at the time of the request.

Disclaimer

This MOU is not intended to be legally binding on any of the signatory agencies but is intended to serve as a framework of cooperation between agencies. Member agencies to this MOU do not waive any immunity provided by law nor assume any liability for another agency's actions or expenses by participating in this agreement. Accordingly, no party will indemnify any other party. This MOU is not intended to waive any affirmative defenses or immunities available to any party to this agreement.

Duration and Termination

This agreement becomes effective upon the date the document is signed by the respective individuals authorized to sign this document. Any member may withdraw from their participation in this agreement by notifying the program coordinator in writing of the decision to withdraw. This agreement supersedes any other agreement and represents the agreement in its totality.

IN WITNESS WHEREOF, each of the parties hereto has caused this MOU to be executed by its duly authorized officer on the date indicated below.

SIGNATORIES: