



Human Trafficking Rescue Alliance Southern District of Texas

Memorandum of Understanding (MOU)

ADDENDUM

Montgomery County Sheriff's Office will:

- Provide support for HTRA membership and meeting attendance;
- Provide part time investigator assignment to the HTTF;
- Provide additional investigator (s) and administration support as needed on a case by case basis;
- Facilitate the agency's determination of certification of trafficking victims which is essential for continued support services;
- Identify training needs within the Montgomery County Sheriff's Office Police Department and community in regard to human trafficking crimes.

Fort Bend County District Attorney's Office will:

- Provide support for HTRA membership and meeting attendance;
- Provide full time investigator assignment to the HTTF;
- Provide additional investigator (s) and administration support as needed on a case by case basis;
- Facilitate the agency's determination of certification of trafficking victims which is essential for continued support services;
- Identify training needs within the Fort Bend District Attorney's Office and community in regard to human trafficking crimes..

Harris County Sheriff's Office will:

- Provide support for HTRA membership and meeting attendance;
- Provide full time investigator assignment to the HTTF;
- Provide additional deputies (s) and administration support as needed on a case by case basis;

- Facilitate the agency's determination of certification of trafficking victims which is essential for continued support services;
- Identify training needs within the Harris County Sheriff's Office and community in regard to human trafficking crimes..

Harris County District Attorney's Office will:

- Provide support for HTRA membership and meeting attendance;
- Provide an Assistant District Attorney and investigators for case investigative direction and guidance toward the prosecution of human trafficking cases, organized crime, and/or money laundering violators in connection with prostitution related investigations; other prosecution support will be assigned as needed;
- Provide victim and witnesses notification and services or referrals to human trafficking victims in all cases brought for prosecution by the Victim Witness Coordinator;
- Provide assistance with the development and coordination of training for law enforcement and victim service providers;
- Provide liaison services between the HTRA and other agencies and coalitions by the victim specialist and the Law Enforcement Coordinator.

U.S. Department of State, Diplomatic Security will:

- Provide support for HTRA membership and meeting attendance;
- Provide investigative and other support for identified human trafficking cases as needed, to the extent such support is related to law enforcement duties under 22 U.S.C. 4802 and/or 18 U.S.C. 2709(a);
- Identify training needs within the agency and in the community in regard to human trafficking crimes.;

U.S. Department of Labor, Wage and Hour Division will:

- Provide support for HTRA membership and meeting attendance;
- Provide investigative and other support for identified human trafficking cases as needed;
- Identify training needs within the agency and in the community in regard to human trafficking crimes.

Texas Alcoholic Beverage Commission will:

- Provide support for HTRA membership and meeting attendance;
- Provide investigative and other support for identified human trafficking cases as needed;
- Identify training needs within the agency and in the community in regard to human trafficking crimes.

MISCELLANEOUS PROVISIONS

1. Party Responsible for Employees. During the period of assignment to the HTRA, all Parties will remain responsible for all salaries of their employees, including paying all required federal income taxes for employees, and providing all health insurance, worker's compensation, liability insurance or self-insurance coverage and benefits.
2. No Waiver of Immunities of Defenses. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body as a result of executing this MOU. The Parties agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities or defenses from suit or liability that a Party, its officers, employees or agents may have by operation of law. Neither the execution of this MOU nor any other conduct of any Party relating to this MOU shall be considered a waiver of any right or defense under federal law, the Texas Constitution or the laws of the State of Texas.
3. No Certification of Funds. The Parties understand and agree, such understanding and agreement being of the essence to this MOU, that the HPD has not certified any City funds under this MOU and no Party shall bring a cause of action against the City for payment of any City funds hereunder. To the extent that City receives grant funds for this MOU, such funds will be used in accordance with the grant requirements. When all grant funds have been expended, this MOU will automatically terminate unless the Parties are able to provide funding for its continuation.
4. Termination. A Party may terminate participation at any time without cause by giving 30 days' written notice to the other Parties. Notice may be hand delivered to a Party, or to a specified address provided by a Party with a receipt obtained for such deliveries. Notice is deemed delivered when a receipt is obtained from the Party to whom the Notice is given or when placed in the U.S. Postal Service, certified mail, return receipt requested.

This MOU will be in effect for a period of three years beginning on October 1, 2016 to October 1, 2019, upon receiving grant funding, unless sooner terminated as noted herein.

RAND HENDERSON
Sheriff, Montgomery County Sheriff's Office

Date



JOHN F. HEALY
District Attorney, Fort Bend County

4/17/18
Date

ED GONZALEZ
Sheriff, Harris County

Date

KIM OGG
District Attorney, Harris County

Date

MICHAEL V. PERKINS
Special Agent in Charge, Houston Field Office
U.S. Department of State, Diplomatic Security

Date

ROBIN MALLET
District Director, Houston District Office
U.S. Department of Labor, Wage and Hour Division

Date

BENTLEY NETTLES
Executive Director, Texas Alcoholic Beverage Commission

Date