

STATE OF TEXAS                   §

THIRD AMENDED AGREEMENT  
MEMORANDUM OF UNDERSTANDING

COUNTY OF TARRANT       §

This agreement, made and entered into and between the following municipal corporations:

1. The **City of Bedford**, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Bedford";
2. The **City of Colleyville**, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Colleyville";
3. The **City of Coppell**, a municipal corporation, located in Dallas County, Texas, hereinafter, called "Coppell";
4. The **City of Euless**, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Euless";
5. The **City of Hurst**, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Hurst"; and
6. The **City of Grapevine**, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Grapevine", evidence of the following:

**WHEREAS**, This Memorandum of Understanding (agreement) provides authorization for any of the participating agencies to perform governmental functions and services under this agreement; and

**WHEREAS**, Bedford, Colleyville, Coppell, Euless, Hurst, and Grapevine desire to enter into an Agreement to establish a shared motor vehicle accident investigation unit called the Combined Reconstruction & Accident Specialists, hereinafter called the "C.R.A.S.H. Unit", and

**WHEREAS**, The agreement shall provide equal service of the Combined Reconstruction & Accident Specialist to all participants of this Agreement; and

**WHEREAS**, It is mutually advantageous to all parties to enter into the arrangement evidenced by this agreement;

**NOW, THEREFORE**, The parties in consideration of the terms and conditions contained herein, agree as follows:

***Bedford, Colleyville, Coppell, Euless, Hurst, and Grapevine***

Bedford, Colleyville, Coppell, Euless, Hurst, and Grapevine each authorize the provisions described in this agreement.

It is understood by all parties that the intent of the agreement is to provide a Specialized Motor Vehicle Accident Investigation Unit to all six (6) cities at an overall

expense that is greatly reduced from what any single party would expend when providing the same Motor Vehicle Accident Investigation Unit on its own.

It is understood by all parties that by having this Specialized Motor Vehicle Accident Investigation Unit available, the Unit will save time and manpower for each agency that would normally work an accident on its own.

Each party does hereby waive all claims against and agrees to release every other party (City), its Police Department, officials, agents, officers, and employees, in both their public and private capacities, from and against any and all claims, suits, demands, losses, damages, causes of action and liability of every kind, including but not limited to court costs and attorney fees which may arise due to any death or injury to any person, or the loss of, damage to, or loss of use of any property arising out of or occurring as a consequence of the performance of this agreement whether such injuries, death or damages are caused by the sole negligence or joint negligence of any party (City), its officials, agents, officers, and/or employees. It is the express intention of the parties hereto that the waiver and release provided for in this paragraph includes claims arising out of such other City's own negligence, whether that negligence is a sole or a concurring cause of the injury, death and/or damage.

That Bedford agrees to be responsible for making purchases of supplies and equipment needed for the C.R.A.S.H. Unit, and that Bedford will invoice Colleyville, Coppell, Euless, Hurst, and Grapevine accordingly so that each agency pays one-sixth the cost of said purchases. That Bedford also agrees to maintain a record of all purchases for equipment and supplies, along with any expenditures on repairs that fall under these guidelines.

That Euless agrees to be designated as the C.R.A.S.H. Unit call-out agency. It will be Euless's responsibility to maintain a current list of authorized C.R.A.S.H. Unit investigators and to call-out C.R.A.S.H. Unit members when needed.

That Hurst agrees to furnish a vehicle, designated by Hurst, that can transport the equipment and supplies needed by the C.R.A.S.H. Unit.

That costs for maintenance and repair to C.R.A.S.H. Unit equipment will be shared equally by Bedford, Colleyville, Coppell, Euless, Hurst, and Grapevine unless such damage or need for repair was caused by a specific agency's failure to operate, store, or transport the C.R.A.S.H. Unit equipment in a safe, secure, and responsible manner.

That any existing accident investigation supplies and equipment belonging to any of the participating agencies may be used during the performance of the C.R.A.S.H. Unit's duties and that ownership of existing equipment and supplies shall remain the property of the participating agency to that extent. Any costs for maintenance and repair to existing accident investigation supplies and equipment are the responsibility of the agency that has ownership of the property.

Nothing in this agreement prevents any one or more of the participating cities/agencies from acquiring equipment and/or supplies, either by purchase or grant, for the C.R.A.S.H. Unit.

This agreement must be specifically authorized independently of any other agreement. Should any other city department of any of the participating municipalities enter into any future Agreements, the agreement must be repealed if any conflict is found to exist.

It is expressly understood and agreed that, in the exception of this Agreement, no city waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions

This Agreement shall be in full force and effect when signed by participating agencies on an individual basis. The Agreement shall remain in full force and effect, on an individual basis, until terminated by any party with thirty (30) days written notice to the others or until all parties mutually agree to change or modify the terms of the agreement. This third amended agreement shall supersede all prior agreements. Any party terminating their participation will forfeit their property interests in ownership of equipment jointly purchased for the C.R.A.S.H. Unit.

**City of Hurst**

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Chief of Police

**City of Bedford**

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City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Chief of Police

**City of Colleyville**

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City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Chief of Police

**City of Euless**

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City Manager

ATTEST:

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City Secretary

\_\_\_\_\_  
Chief of Police

**City of Grapevine**

  
\_\_\_\_\_  
City Manager

ATTEST:

  
\_\_\_\_\_  
City Secretary

  
\_\_\_\_\_  
Chief of Police



**City of Coppel**

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City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Chief of Police