

# Memorandum

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**To:** Dick Chase, County Judge

**From:** Phil Ryan, Sheriff

**Date:** June 02, 2003

**Subject:** GREATER DALLAS-FT. WORTH REGIONAL LAW ENFORCEMENT  
INTERLOCAL ASSISTANCE AGREEMENT

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The Wise County Sheriff's Department and the law enforcement agencies in the greater Dallas-Ft. Worth area have recognized the necessity and desirability of entering into a "Regional Law Enforcement Interlocal Assistance Agreement."

In furtherance of this objective, an agreement has been drafted and coordinated with the North Texas Police Chiefs Association, and other interested regional police agencies. The proposed agreement establishes a regional mutual aid law enforcement assistance to cooperate in the delivery of public safety services to protect health, life and property. Statutory authority for such a mutual aid agreements is contained in Chapter 791 of the Texas Government Code and Section 362.002 of the Texas Local Government Code.

This proposed mutual aid agreement allows for a member law enforcement agency to call upon other member agency(s) for assistance of additional personnel and equipment. The providing of assistance is discretionary with the requested member, and is subject to the availability of resources. No contractual obligation to provide resources is created, and all obligations under this agreement are voluntary.

When law enforcement personnel and equipment are furnished pursuant to this agreement, they will be under the command of the requesting member's chief law enforcement officer or his designee. The responding member has, however, (in his sole discretion) the option to withdraw personnel and/or equipment and discontinue participation in any activity initiated pursuant to this agreement.

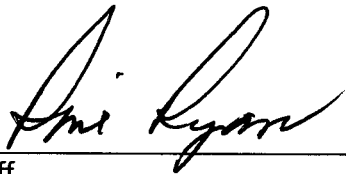
As required by Chapter 791, the Interlocal Cooperation Contracts, the proposed agreement states that law enforcement officers assigned, designated, or ordered to perform law enforcement duties pursuant thereto shall receive the same wage, salary, pension, and all other compensation and all other rights for such services, including injury or death benefits, and workers compensation benefits, the same as though the service has been rendered within the limits of the member where the employee is regularly employed. In this connection, the agreement further provides that all wage and disability payments, include worker's compensation benefits,

pension payments, damage to equipment and clothing, medical expenses and expenses of travel, food and lodging shall be paid by the member which regularly employs such persons. Provisions of the agreement also state that in the event of a lawsuit, the officer concerned will be defended by the jurisdiction where he/she is regularly employed. Each party to the agreement expressly waives all claims against other member agencies.

This agreement becomes effective between the parties immediately upon execution. Any party to the agreement may terminate participation in the agreement by giving (30) thirty days written notice.

I believe this regional mutual assistance agreement will benefit the County of Wise. We have always been ready to respond to other jurisdictions with manpower and equipment, and occasionally we have received like responses from those other jurisdictions. This agreement clarifies the responsibilities and points out the legal issues involved.

I hereby recommend our County Commissioner's Court pass a resolution authorizing our participation. Should you have additional questions regarding this proposed agreement, please contact me directly.

A handwritten signature in cursive script, appearing to read "Ami Ryan". The signature is written in black ink and is positioned above a horizontal line.

Sheriff  
County of Wise

RESOLUTION NO. FY03-13

A RESOLUTION OF THE WISE COUNTY COMMISSIONER'S COURT TO FORM A REGIONAL LAW ENFORCEMENT MUTUAL AID TASK FORCE AGREEMENT WITH OTHER AREA LAW ENFORCEMENT AGENCIES FOR THE PURPOSE OF PROVIDING AND RECEIVING LAW ENFORCEMENT ASSISTANCE;

WHEREAS, the County of Wise desires to contribute to the protection and safety of citizens in this County and in surrounding communities; and

WHEREAS, the legislature has authorized the formation of interlocal assistance agreements between and among the cities and their law enforcement agencies; and

WHEREAS, the County of Wise wishes to participate in an interlocal assistance agreement among local law enforcement agencies in the greater Dallas-Ft. Worth North Texas area for the purpose or providing and receiving law enforcement assistance; and

WHEREAS, the Wise County Sheriff's Department and other local law enforcement agencies have tentatively approved an Interlocal assistance agreement to be known as the Greater Dallas- Fort Worth Regional Law Enforcement Mutual Aid Task Force Agreement; and

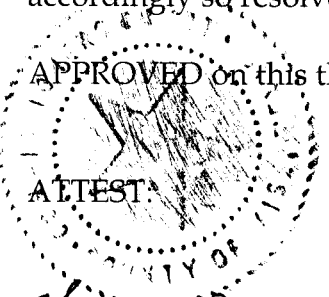
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONER'S COURT OF WISE COUNTY, TEXAS:

SECTION 1. That the County Judge is hereby authorized to execute the attached "Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force Agreement."

SECTION 2. That this resolution shall take effect immediately from and after its passage, in accordance with the provisions of the State Statutes of the State of Texas, and it is accordingly so resolved.

APPROVED on this the 02 day of June 2003.

ATTEST:



*Sherry Parker*

County Clerk  
County of Wise

APPROVED:



County Judge  
County of Wise

**GREATER DALLAS-FORT WORTH REGIONAL  
LAW ENFORCEMENT MUTUAL AID TASK FORCE  
AGREEMENT**

1. Preamble:

WHEREAS, the governmental entities which are parties to this agreement desire to form a law enforcement mutual aid task force to cooperate in the investigation of criminal activity; enforcement of the laws of this State; and, to protect health, life and property from riot, disaster, threat of concealed explosives, unlawful assembly characterized by force and violence or threatened violence by groups of three or more persons; and,

WHEREAS, Chapter 791, et. seq. of the Texas Government Code authorizes local government entities to enter into Interlocal Contracts and Section 362.002 of the Texas Local Government Code specifically authorizes Mutual Aid Task Force agreements such as this agreement;

NOW, THEREFORE, it is mutually agreed by the parties hereto to enter into this Agreement upon the following terms:

2. Definitions:

The following terms shall have the following meanings when used in this Agreement:

“Law Enforcement Officer” means any commissioned peace officer as defined under the Texas Code of Criminal Procedure.

“Member” means any local government entity, including the Dallas-Fort Worth International Airport Board (hereinafter “DFW Airport”), which is a party to this Agreement.

“Chief Law Enforcement Officer” means the Chief of Police or the Director of Public Safety of a municipality or DFW Airport, or the Sheriff of a County.

“Requesting Member” means a member who requests law enforcement assistance from another member under this Agreement.

“Responding member” means a member to whom a request for assistance is directed by a requesting member under this Agreement.

22. Execution of Agreement:

This Agreement shall be executed by the duly authorized official of the respective Parties pursuant to approving resolutions of the governing body of the respective units of local government. Copies of said approving resolutions shall be attached hereto and made a part hereof. This agreement may be executed in multiple original copies by the respective Parties.

23. Compliance with Law:

The Parties shall observe and comply with all applicable Federal, State and Local laws, rules, ordinances and regulations that affect the provision of services provided herein.

24. Interjurisdictional Pursuit Agreement:

The Parties hereto expressly understand and agree that this agreement does not in any way modify or restrict the procedures or guidelines which are followed by any law enforcement agency or Member pursuant to the Inter-Jurisdictional Pursuit Policy Agreement to which some Members or their law enforcement agencies, may be parties. To the extent any provision of, or action taken pursuant to, the Inter-Jurisdictional Pursuit Policy Agreement may be construed to conflict with the terms and conditions of this Agreement, the terms of the Inter-Jurisdictional Pursuit Policy Agreement shall control as to those particular actions.

25. Coordinating Agency.

The Parties hereby agree that the City of Highland Park Department of Public Safety shall served as the Coordinating Agency of the Agreement. The Chief Law Enforcement Officer, or his designee, of said Coordinating Agency shall maintain on file executed originals of this Agreement, related resolutions or orders of the Parties and other records pertaining to this Agreement. Said Coordinating Agency shall notify all members of the identity of the current Parties hereto every twelve (12) months.

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Executed and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2002 by:

Member Agency: \_\_\_\_\_

Authorized official: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of governing body-approving resolution: \_\_\_\_\_

3. Name:

The members hereby form a mutual aid law enforcement task force to be named the Greater Dallas-Forth Worth Regional Law Enforcement Mutual Aid Task Force (hereinafter "Task Force").

4. Purpose:

The purpose of the Task Force is to cooperate in the investigation of criminal activity; enforcement of the laws of this State; and, to protect health, life and property from riot, disaster, threat of concealed explosives, unlawful assembly characterized by force, and violence or threatened violence by groups of three or more persons.

5. Request for Assistance:

Any request for assistance under this Agreement shall, when reasonably possible, include a statement of the amount and type of equipment and number of law enforcement personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and number of personnel actually furnished by a responding member shall be determined by the responding member's chief law enforcement officer or his designee.

6. Response to Request for Assistance:

Responding members will assign law enforcement officers to perform law enforcement duties outside the responding member's territorial limits, but within the territorial limits of a requesting member, subject to the responding member's determination of availability of personnel and discretion when:

A. Such assignment is requested by the chief law enforcement officer or his designee, of a requesting member, and

B. The chief law enforcement officer, or his designee, of the responding member has determined, in his sole discretion, that the assignment is necessary to fulfill the purposes of this agreement in providing police protection and services within the territorial limits of the requesting member.

7. Operational control:

All personnel of the responding member shall report to the requesting member's officer in tactical control at the location to which said law enforcement personnel have been dispatched and shall be under the operational command of the requesting member's chief law enforcement officer or his designee.

8. Release:

Law Enforcement Officers of the responding member will be released by the requesting member when their services are no longer necessary.

9. Withdrawal from Response:

The chief law enforcement officer, or his designee, of the responding member, in his sole discretion, may at any time withdraw the personnel and equipment of the responding member or discontinue participation in any activity initiated pursuant to this Agreement.

10. Qualifications of Office and Oath:

While any law enforcement officer regularly employed by a responding member is in the service of the requesting member under this Agreement, said law enforcement officer shall be deemed to be a peace officer of the requesting member and be under the command of the requesting member's chief law enforcement officer with all powers of a law enforcement officer of the requesting member as if said law enforcement officer were within the territorial limits of the governmental entity where said officer is regularly employed. The qualifications of office of said law enforcement officers where regularly employed shall constitute his or her qualifications for office within the territorial limits of the requesting member and no additional oath, bond or compensation shall be required.

11. Right to Reimbursement:

Each party to this agreement, when providing services of personnel as a responding party, expressly waives the right to receive reimbursement for services performed or equipment utilized under this Agreement even though a request for such reimbursement may be made pursuant to Chapter 362 of the Texas Local Government Code.

12. Officer Benefits:

Any law enforcement officer or other police personnel assigned to the assistance of another member pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation in all other rights of employment in providing such service, including injury, death benefits and worker compensation benefits and well as any available insurance, indemnity or litigation defense benefits. Said benefits shall be the same as though the law enforcement officer or personnel in question had been rendering service within the territorial limits of the member where he or she is regularly employed. All wage and disability payments, including worker compensation benefits, pension payments, damage to equipment, medical expenses, travel, food and lodging shall be paid by the member which regularly employs the officer providing service pursuant to this Agreement in the same manner as though such service had been rendered within the limits of the member where such person or law enforcement officer is

regularly employed. Each responding member shall remain responsible for the payment of salary and benefits as well as for legal defense of the responding member's officers or personnel when acting pursuant to this agreement.

13. Liability:

In the event that any person performing law enforcement services pursuant to this Agreement shall be named or cited as a party to any civil claim or lawsuit arising from the performance of their services, said person shall be entitled to the same benefits from their regular employer as they would be entitled to receive if such similar action or claim had arisen out of the performance of their duties as a member of the department where they are regularly employed and within the jurisdiction of the member by whom they are regularly employed. The Members hereby agree and covenant that each Member shall remain solely responsible for the legal defense and any legal liability due to the actions of an officer or other personnel regularly employed by said member. Nothing herein shall be construed to expand or enlarge the legal liability of a Member for any alleged acts or omissions of any employee beyond that which might exist in the absence of this Agreement. Nothing herein shall be construed as a waiver of any legal defense of any nature whatsoever to any claim against a Member or against an officer or employee of a Member.

14. Waiver of Claims:

Each party of this Agreement to its members respectively waives all claims against each and every other party or member for compensation from any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement even though such alleged damage may have or is alleged to have occurred as a result of alleged negligent or other tortious conduct of any party to this Agreement.

15. Immunity Not Waived:

The parties hereto expressly do not waive any immunity or other defenses to any civil claims with the execution of this agreement. It is understood and agreed that, by executing this Agreement, no party or member hereto waives, nor shall be deemed hereby to waive, any immunity or defense which otherwise is available in claims arising which are signs of or connection with, any activity conducted pursuant to this Agreement.

16. Venue:

Each party to this Agreement agrees that if legal action is brought under this Agreement, the venue shall lie in the county in which the defendant member is located, and if located in more than one county, then it shall lie in the county in which the principal offices of said defendant member are located. The Parties hereby stipulate and agree that this Agreement is to be construed and applied under Texas law.



17. Arrest Authority Outside Primary Jurisdiction:

It is expressly agreed and understood that a law enforcement officer employed by a responding party who performs activities pursuant to this Agreement may make arrests outside the jurisdiction in which said officer is regularly employed, but within the area covered by this Agreement; provided, however, that the law enforcement agency of the requesting jurisdiction and/or the jurisdiction in which the arrest is made shall be notified of such arrest without unreasonable delay. The police officers employed by the parties to this Agreement shall have such investigative or other law enforcement authority in the jurisdictional area encompassed by the members, collectively, to this Agreement as is reasonable and proper to accomplish the purposes for which a request for mutual aid assistance is made pursuant to this Agreement.

18. Clauses Severable:

The provisions of this Agreement are to be deemed severable such that should any one or more of the provisions or terms contained in this Agreement be, for any reason, held to be invalid, illegal, void, or unenforceable; such holding shall not affect the validity of any other provision or term herein and the agreement shall be construed as if such invalid, unenforceable, illegal or void provision or term did not exist.

19. Termination:

Any Party to this Agreement may terminate its participation or rights and obligations as a Party by providing thirty (30) days written notice via certified mail to the Chief Law Enforcement Officer of every other Party. Should one Party terminate its participation in, or withdraw from, this Agreement, such termination or withdrawal shall have no effect upon the rights and obligations of the remaining Parties under this Agreement.

20. Effective Date:

This Agreement becomes effective immediately upon the execution by the Parties hereto and continues to remain in effective until terminated pursuant to Section 19 above.

21. Modification:

This Agreement may be amended or modified by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement. This instrument contains the complete agreement of the parties hereto and any oral modifications, or written amendments not incorporated to the Agreement, shall be of no force or effect to alter any term or condition herein.