

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R09-008

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN, THE CITY OF CARROLLTON, TEXAS AND THE CITY OF FARMERS BRANCH, TEXAS REGARDING THE PROVISION OF LAW ENFORCEMENT AND RELATED SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAID INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (the "City"), the City of Carrollton, Texas and the City of Farmers Branch, Texas are neighboring municipalities and, pursuant to and in accordance with law (including, without limitation, the Interlocal Cooperation Act (Texas Government Code §§791.001, et. seq.) and Sections 362.002-.003 of the Texas Local Government Code), desire to enter into an agreement regarding the provision of law enforcement and related services, a true and correct copy of which agreement is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The above and foregoing recital to this Resolution is true and correct and are incorporated into and made a part of this Resolution for all purposes.

Section 2. The City Council approves that agreement between the City, the City of Carrollton, Texas and the City of Farmers Branch, Texas entitled "Law Enforcement Mutual Aid Interlocal Agreement" attached hereto as Exhibit A. The City Manager is authorized to execute the said agreement on behalf of the City.

Section 3. This Resolution shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 24th day of March, 2009.


Mayor Joe Chow

ATTEST:

By: 
Lea Dunn, City Secretary

APPROVED AS TO FORM:

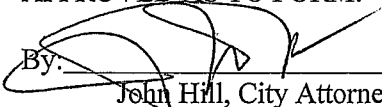
By: 
John Hill, City Attorney

EXHIBIT A

TRI-CITIES POLICE CONSORTIUM
LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT

This LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT ("AGREEMENT") is entered by and among the Town of Addison, Texas, ("Addison"), City of Carrollton, Texas, ("Carrollton"), and the City of Farmers Branch, Texas, ("Farmers Branch") (hereafter collectively called "the Members" and sometimes individually called a "Member").

1. RECITALS

WHEREAS, the Members are neighboring municipalities and desire to enter into this Agreement to form a law enforcement mutual aid consortium to allow for daily cooperation across jurisdictional boundaries, sharing of specified equipment, skills, knowledge, training and staff, seeking volume discounts in the purchase of commodities and equipment, joint investigation of criminal activity; enforcement of the laws of this State, preservation of social order, and protection of health, welfare, life, safety and property of our citizens; and

WHEREAS, the Members are authorized by law to enter into this Agreement, including, without limitation, the Interlocal Cooperation Act (Texas Government Code §§791.001, et. seq.) which authorizes local government entities to enter into interlocal contracts with one another to perform governmental functions and services, including police protection and detention services, public health and welfare, administrative functions, and other governmental functions in which the contracting parties are interested (each of which the Members are authorized to perform individually), and Sections 362.002-.003 of the Texas Local Government Code which specifically authorizes a municipality by resolution of its governing body to enter into an agreement with neighboring municipalities to form a mutual aid law enforcement task force to cooperate in criminal investigations and law enforcement; and

WHEREAS, the Members are each a "local government" as that phrase is defined in Tex. Govt. Code §791.003(4);

NOW, THEREFORE, for and in consideration of the mutual promises made one to another set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

2. NAME

The Members, acting by and through their respective Police Departments and Chiefs of Police, hereby form a mutual aid law enforcement consortium to be named the **Tri-Cities Police Consortium**, hereinafter referred to as "the Consortium".

3. PURPOSE

The purpose of the Consortium is to allow the Members on an ongoing and regular, even daily, basis to perform and provide certain governmental functions and services for one another as set forth herein, including, without limitation, assisting and cooperating with one another in

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connection with criminal investigations and law enforcement. To accomplish the same, the Members will:

- A. Cooperate across the Members' jurisdictional boundaries;
- B. Share specified equipment, skills, knowledge, training and staff;
- C. Seek volume discounts in the purchase of commodities and equipment;
- D. Investigate criminal activity; enforce the laws of this State;
- E. Preserve social order; and
- F. Protect the health, welfare, life, safety and property of our citizens.

4. DEFINITIONS

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

- A. "Members" means Addison, Carrollton and Farmers Branch.
- B. "Requesting Member" means a Member who requests law enforcement assistance from another Member pursuant to this AGREEMENT.
- C. "Responding Member" means a Member to whom a request for assistance is directed by a Requesting Member pursuant to this AGREEMENT.
- D. "Chief Officer" means the Chief of Police or the Chief's designee of a Member's Police Department.
- E. "Officer" means any commissioned peace officer as defined under article 2.12(3) of the Texas Code of Criminal Procedure regularly employed by a Member's Police Department.
- F. "Civilian" means any civilian employee of a Member's Police Department regularly employed by the Member.
- G. "Law Enforcement Personnel" means an Officer or Civilian staff of a Member's Police Department.

5. REQUEST FOR ASSISTANCE

A. Requests for assistance from one Member to another under this AGREEMENT will entail:

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- 1) the mutually agreed upon sharing of specified equipment, skills, knowledge, training and personnel (Officer and Civilian) on a daily basis guided by procedures outlined in Appendix "A" to this AGREEMENT;
- 2) ad hoc requests based upon impending or emerging circumstances guided by procedures outlined in Appendix "A" of this AGREEMENT; and
- 3) emergency requests that will be governed by the existing Greater Dallas Forth Worth Regional Law Enforcement Mutual Aid Task Force agreement to which each Member is a party.

B. 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 assigned, deployed or accessed. 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 Officer.

6. RESPONSE TO REQUEST FOR ASSISTANCE

Responding Members will assign Law Enforcement Personnel to perform 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 included in a request for assistance by the Chief Officer of a Requesting Member, and

B. The Chief Officer of the Responding Member has determined, in his/her sole discretion, that the assignment is necessary to fulfill the purposes of this AGREEMENT within the territorial limits of the Requesting Member.

7. OPERATIONAL CONTROL for incidents, events, training, program delivery:

All Law Enforcement Personnel of the Responding Member shall report to the Requesting Member's designated staff member who is authorized to control, manage or supervise the location and/or incident, event, training or program to which said Law Enforcement Personnel have been assigned and shall be under the operational control of the Requesting Member's law enforcement Officer who is in charge.

8. RELEASE

Law Enforcement Personnel of the Responding Member will be released by the Requesting Member when their services are no longer necessary, or when the Chief Officer of

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the Requesting Member determines in his/her sole discretion that Law Enforcement Personnel of the Responding Member should be released.

9. WITHDRAWAL FROM RESPONSE

The Chief Officer of the Responding Member, in his/her sole discretion, may at any time withdraw the assigned Law Enforcement Personnel and equipment of the Responding Member or discontinue participation in any activity initiated pursuant to this AGREEMENT.

10. QUALIFICATIONS OF OATH AND OFFICE FOR LAW ENFORCEMENT SERVICES

While any Officer regularly employed by a Responding Member is in the service of the Requesting Member pursuant to this AGREEMENT, said Officer shall be deemed to be an Officer of the Requesting Member and be under the command of the Requesting Member's Chief Officer with all powers of an Officer of the Requesting Member as if said Officer were within the territorial limits of the Member where said Officer is regularly employed. The qualifications of office of the Officers or a Responding Member shall constitute their qualifications for office within the territorial limits of the Requesting Member and no additional oath, bond or compensation is needed or shall be required.

11. ARREST AUTHORITY OUTSIDE PRIMARY JURISDICTION

It is expressly agreed and understood that an Officer employed by a Responding Member who performs activities pursuant to this AGREEMENT may make arrests outside the jurisdiction of the Responding Member in which said Officer is regularly employed, but only within the area covered by the Requesting Member; provided, however, the Officer of the Responding Member who makes an arrest shall notify the Chief Officer of the Requesting Member in whose jurisdiction the arrest is made of such arrest without unreasonable delay in accordance with the procedures set forth in this Agreement. The Officers employed by a Responding Member shall have such investigative or other law enforcement authority in the jurisdictional areas encompassed by a Requesting Member as is reasonable and proper to accomplish the purposes for which a request for mutual aid assistance is made pursuant to this AGREEMENT. However, nothing in this Agreement shall be construed as prohibiting an Officer from making an arrest outside of the jurisdiction of the Member that regularly employs the Officer in accordance with Chapter 14 of the Texas Code of Criminal Procedure.

12. RIGHT TO REIMBURSEMENT

A. Requests for assistance consistent with guidelines in Appendix "A" allow for a Responding Member to receive reimbursement for services performed or equipment utilized under this AGREEMENT as specified within Appendix "A".

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B. Emergency requests for assistance will be governed by the existing Greater Dallas Fort Worth Regional Law Enforcement Mutual Aid Task Force agreement to which each Member is a party. Each Member, when providing services of Law Enforcement Personnel as a Responding Member, expressly waives the right to receive reimbursement for services performed or equipment utilized under the Greater Dallas Fort Worth Regional Law Enforcement Mutual Aid Task Force agreement even though a request for such reimbursement may be made pursuant to Chapter 362 of the Texas Local Government Code.

13 PERSONNEL BENEFITS

Any Law Enforcement Personnel of a Responding Member assigned to the assistance of a Requesting Member pursuant to this AGREEMENT shall, while so assigned, receive the same wage, salary, pension, and all other compensation and all other rights of employment, including injury, death benefits and workers compensation benefits as well as any available insurance, indemnity or litigation defense benefits, as though the Law Enforcement Personnel in question had been rendering service within the territorial limits of the Responding Member. All wage and disability payments, including workers compensation benefits, pension payments, damage to equipment and clothing, medical expenses, and travel, food and lodging expenses shall be paid by the Responding Member which regularly employs the Law Enforcement Personnel providing service to a Requesting Member pursuant to this AGREEMENT in the same manner as though such service had been rendered within the limits of the Responding Member. Each Responding Member shall remain responsible for the payment of salary and benefits as well as for legal defense of the Law Enforcement Personnel of the Responding Member when acting pursuant to this AGREEMENT in the same manner as if such Law Enforcement Personnel had rendered service within the limits of the Responding Member.

14. 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 receive the same benefits from the Responding Member that regularly employs the person as if such claim or lawsuit had arisen out of the performance of their duties within the jurisdiction of the Responding 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 Civilian regularly employed by said Member, unless the claims against said Officer or Civilian are alleged to be the result of the Requesting Member's gross negligence or the failure of the Requesting Member to disclose known latent premise defects. Nothing herein shall be construed to expand or enlarge the 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 defense of any nature whatsoever to any claim against a Member or against an Officer or Civilian employed by a Member.

15. WAIVER OF CLAIMS

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Each Member respectively waives all claims, demands, suits, actions, and causes of action against each and every other Member, and covenants not to sue the other Members, for compensation from any loss, damage, destruction, harm, personal injury or death occurring as a consequence of the performance of this AGREEMENT, even though such loss, damage, destruction, harm, personal injury or death may have or is alleged to have occurred as a result of alleged negligent or other tortious conduct of any Member. Claims resulting from gross negligence or the failure to disclose known latent defects are not waived.

16. IMMUNITY NOT WAVED

The Members expressly do not waive any immunity or other defenses or tort limitations to any civil claims with the execution of this AGREEMENT. It is understood and agreed that, by executing this AGREEMENT, no Member hereto waives, nor shall be deemed hereby to waive, any immunity or defense or tort limitation which otherwise is available in claims arising from or in connection with any activity conducted pursuant to this AGREEMENT.

17. VENUE

Each party to this AGREEMENT agrees that if legal action is brought under this AGREEMENT, the exclusive 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 office of said defendant Member is located. The Members hereby stipulate and agree that this AGREEMENT is to be construed and applied under Texas law without regard to its conflict of laws provisions.

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 by a court of competent jurisdiction, 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. In lieu of any such illegal, invalid, void, or unenforceable provision, the Members agree to seek to negotiate to add to this Agreement a provision as similar in its terms to such illegal, invalid, void, or unenforceable provision as may be possible and be legal, valid and enforceable.

19. TERM; TERMINATION

A. The Initial Term of this AGREEMENT shall begin on the Effective Date and end on September 30, 2009. This AGREEMENT shall renew for additional one (1) year periods following the Initial Term beginning on October 1 of each calendar year and ending on September 30 of the immediately following calendar year unless and until (a) all Members agree to terminate this AGREEMENT, or (b) all but one Member terminates its participation in this AGREEMENT as provided in Subsection B, below.

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B. Any Member may terminate its participation or rights and obligations as a Member by providing thirty (30) days written notice via certified mail to the Chief Officer of every other Member. Should one Member 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 Members under this AGREEMENT.

20. COMPLIANCE WITH LAW; INCORPORATION OF RECITALS

The Members shall observe and comply with, and this Agreement is subject to, all applicable Federal, State and Local laws, rules, ordinances and regulations that affect the provision of services provided herein. The above and foregoing recitals (Section 1) of this Agreement are incorporated into and made a part of this Agreement for all purposes.

21. COORDINATING AGENCY

The Members hereby agree that the City of Carrollton Police Department shall serve as the Coordinating Agency of this AGREEMENT. The Chief Officer, or designee, of said Coordinating Agency shall maintain on file executed originals of this AGREEMENT, related resolutions or orders of the Members and other records pertaining to this AGREEMENT.

22. EXECUTION OF INTERLOCAL AGREEMENT

This AGREEMENT shall be executed by the duly authorized official of the respective Members pursuant to approving resolutions of the governing body of each of the Members. 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 Members.

23. MODIFICATION

The body of this AGREEMENT may be amended or modified by the mutual agreement of the Members 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.

Appendices to this AGREEMENT may be amended or modified by the mutual agreement of the Chief Officers of all Members hereto in writing signed by all the Chief Officers to be attached to and incorporated into the Appendices of this AGREEMENT. Any amendments or modifications that substantively change the body of this AGREEMENT and/or require budget considerations by the Members not currently approved for expenditure during the fiscal year must be ratified by the governing body of the respective Members. Copies of said approving resolutions shall be attached hereto and made a part hereof.

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24. PAYMENT

Each Member paying for the performance of governmental services and/or functions must make those payments from current revenues available to the paying Member.

25. NO THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Members and does not and shall not be deemed or construed to create or grant any rights, contractual or otherwise, to any third person or entity.

26. EFFECTIVE DATE

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

Executed and entered into on this _____ day of _____, 2009, by:

Member Agency: _____

Authorized official: _____

Printed name: _____

Title: _____

Date of Governing Body Approving Resolution: _____

APPENDIX "A"

Guidelines for Mutually Agreed Upon Sharing of Specified Equipment, Skills, Knowledge, Training and Personnel and Guidelines for Ad hoc Requests Based upon Impending or Emerging Circumstances

These *Guidelines for Mutually Agreed Upon Sharing of Specified Equipment, Skills, Knowledge, Training and Personnel and Guidelines for Ad hoc Requests Based Upon Impending or Emerging Circumstances* ("Guidelines") are adopted pursuant to, are subject to, and made a part of that certain LAW ENFORCEMENT MUTUAL AID INTERLOCAL AGREEMENT ("the Agreement") by and among the Chiefs of Police of the Members of the **Tri-Cities Police Consortium** effective _____, 2009.

A request for assistance by a Requesting Member and a response to a request for assistance by a Responding Member as described in the Agreement shall be in accordance with the following:

1. All inter-agency actions performed under this AGREEMENT must be conducted within existing (current) funding approved for the respective Members by their governing bodies. Funding may be from general budget funds, confiscated funds, LEOSE (Law Enforcement Officers Standards and Education) funds, or grant funds as is appropriate.

2. Sharing of Specified Equipment and Assets

A. Reimbursement for Use of Equipment

1) If equipment requires fuel and/or maintenance during use, the Requesting Member is responsible for returning the equipment fueled and maintained to the same level when turned over from the Responding Member.

2) Requesting Member is responsible for reimbursement for any damage to equipment which belongs to a Responding Member and which is incurred while in the sole possession of and use by a Requesting Member.

B. Training for Staff Utilizing Equipment or Assets Belonging to another Member

1) It is the responsibility of a Responding Member to ascertain if a Requesting Member has staff trained and qualified in the use of equipment shared with the Requesting Member.

2) It is the responsibility of the Requesting Member to ensure that staff assigned to use equipment from a Responding Member are trained and qualified to use the equipment. The Requesting Member using the equipment is solely responsible for the equipment while in its control and, subject to Sections 14 and 15 of the Agreement, it assumes all liability for any problems or outcomes arising from use of equipment.

C. Requesting Members shall sign for equipment released for use by a Responding Member if the Responding Member is not in control of equipment when in use.

D. List of Possible Equipment and Assets Subject to AGREEMENT

1) Equipment and assets listed below are representative of available items, but not totally inclusive.

2) Addison Police Department: Description of Equipment / Assets

- Computer forensic lab
- Project Lifesaver equipment for tracking elderly or mentally challenged persons
- Two (2) Segway personal mobility vehicles
- Six station indoor firearms range
- ETS equipped sport bike
- ETS equipped construction trailer
- ENT Call Box System #3 (ENT3-5BW)

3) Carrollton Police Department: Description of Equipment / Assets

- Police Mobile Command Unit
- Police Crime Scene Van – Marked
- Extended Cab Police Crime Scene Truck
- Light Armored Car / Armored Personnel Carrier
- Police Tactical Jump Van
- Enclosed Trailer for carrying traffic cones and barricades
- Police Sky Watch, portable observation tower
- Vehicle accident investigation equipment:
Sokkia Set 6F total station with tripod, TDS Recon Evidence Recorder
Sokkia SDR31 Data Collector, Map scenes drawing software
- RATTLER Auto Theft Vehicle
- Two (2) ETS equipped laptops

4) Farmers Branch Police Department: Description of Equipment / Assets

- 24 foot Command/Community Contact Trailer with observation Deck (Power generator on board)
- 16 foot enclosed bumper pull cargo trailer (Property destructions/barricades/large evidence)
- 15 passenger van
- Special Operations Vehicle
- Pickup with tow package and trailer brake system
- Bumper pulled portable diesel generator (very high-output generator-25 kva)
- Three (3) portable generators with various outputs
- APD 2000 Sniffer (WMD Detection)
- Portable search/surveillance/rescue inferred or standard light camera
- Vehicle accident investigation equipment: 1-Sokia System

- Handheld infrared tracking device
- Four (4) SCBA systems with tanks (Crime Scene/WMD)

3. Providing Staff and/or Skills/Knowledge to Assist another Member

A. Members agree to work cooperatively together in such a manner that Law Enforcement Personnel involved receive the benefit of developing common operational best practices for Member agencies, professional development, improved performance, and building effective working relationships. Members may work together for the purposes of incident investigation and for observation to learn respective techniques and practices.

B. Major Criminal Case Investigations subject to this agreement include, but are not limited to:

- 1) Part I Crimes
- 2) Major Financial Crimes
- 3) Computer Crimes and Computer Forensics
- 4) Narcotic & Vice Criminal Operations
- 5) Part II Crime Trends
- 6) Fugitive Warrant Service

C. Operational activities subject to this agreement include, but are not limited to:

- 1) Crime Scene Search
- 2) Canine Operations
- 3) Bike Patrol
- 4) Special Response, Tactical or SWAT Operations
- 5) Critical Incident Negotiations
- 6) Traffic Enforcement and Accident Investigations
- 7) Detention Operations and Prisoner Transfers
- 8) Nuisance Abatement
- 9) Crime Analysis
- 10) Dispatch Operations

4. Cooperative Training Opportunities

A. Members will continue to seek more opportunities to collaborate on training for Law Enforcement Personnel. The goals for such cooperative efforts are to achieve broad common knowledge amongst Members; reduce the costs for providing training; and improve the quality of training with combined resources.

B. Training opportunities subject to this Agreement include, but are not limited to training required for:

- 1) Intermediate, Advanced and Masters Certifications for Police Officers
- 2) Detention Officer Certification

- 3) Dispatch Certifications
- 4) Any other area of operation included in Sections B & C. above.

5. Use of Carrollton Firearms Training Range

A. The Carrollton Police Department has a long term lease with the Dallas Pistol Club (DPC) for a 1+ acre parcel for firearms (pistol, revolver, police shotgun and patrol rifle) training and qualification. Carrollton Police Department provides a modern classroom, gun cleaning area, and supplies storage facility on site as well as a modern 10 lane electronic target control firearms range. Maintenance of these facilities is conducted and funded by the City of Carrollton.

B. With prior notice to DPC, Carrollton Police Department can allow other law enforcement agencies to use this property for firearms training and qualification. Members are invited to utilize this facility in cooperation with the Carrollton Police Department in the interest of facilitating high quality law enforcement firearms training for all Members for the purpose of establishing crossed trained trainers, armorers, and Officers who are better prepared to serve along side one another in multi-jurisdictional operations.

C. Members desiring to participate in this collaborative effort are required to:

1) Sign a statement agreeing to follow access, safety and facility use guidelines that incorporate:

- a) DPC requirements;
- b) Vocational best practices for such facilities and training operations;

and

- c) Acceptance of liability for all actions by the respective Member's staff;

2) Contribute an annual cost recovery fee for use of the facility toward maintenance costs and utilities. Such fees shall be determined annually and provided to respective Member agencies for budgetary purposes in a timely manner consistent with fiscal year budget planning, and

3) Cover all costs for ammunition, supplies and materials utilized by the respective Member.