

COLLIN COUNTY FIRE AND ARSON TASK FORCE INTERLOCAL AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This Agreement is entered into by and between Collin County, (the "County") and the City of Wylie, Texas ("Wylie") (hereinafter referred to collectively as the "Parties"). The Parties execute this Agreement as hereinafter provided pursuant to the Interlocal Cooperation Contracts, Texas Government Code, Section 791.011, et seq., and the Texas Local Government Code, Section 362.002, et seq., and all other applicable statutes.

WHEREAS, there is a need for investigative and prosecutorial cooperation in suspected arson cases in the County and Wylie; and

WHEREAS, the Parties hereto have determined that the best possible method for attacking the arson problem within the County and Wylie, Fire Marshal's office is an agreement establishing such cooperation by way of a Task Force, including the Wylie Fire Marshal's Office and the County Fire Marshal's Office; and

WHEREAS, the Parties desire to enter into this Agreement to provide investigative and prosecutorial cooperation in connection with arson and other criminal cases; and

WHEREAS, each party is authorized to perform the services contemplated herein the Parties for the mutual consideration hereinafter stated, agree and understand as follows.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS DESCRIBED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I.

The Parties execute this Agreement for the purpose of providing arson and explosive detection, investigative, and prosecutorial capabilities to each other as the need arises.

II.

The Collin County Fire Marshal's Office will be the coordinator of the Collin County Fire and Arson Task Force created by this Agreement, and the Collin County Fire Marshal's Office will be the central repository of the Parties' executed counterparts of this Agreement.

III.

When requested by one party to this Agreement, another party to this Agreement may provide available members of its fire and explosive investigative unit to investigate and perform follow-through prosecution duties regarding fires or explosions of suspicious origin or unknown causes within the requesting jurisdiction. While engaged in such activities, employees of the

responding party shall be under the rules of the requesting party and the direction and supervision of the requesting party's officer in charge of the investigation. The availability of a party's officers shall be determined by the responding party.

IV.

While any responding party investigative officer is in the service of the requesting party, he or she shall be considered an investigative officer of the requesting member and be under the command of the requesting party's department head or the department head's designee, with all the powers of a regular investigative officer of the requesting party, as fully as though he or she were within the territorial limits of the governmental entity where he or she is regularly employed and his or her qualifications, respectively, in the job position for the local governmental entity by which he or she is regularly employed, shall constitute his or her qualifications for the position within the territorial limits of the requesting member, and no other oath, bond, or compensation need be made.

V.

In performing duties under this agreement, each party will comply with all necessary federal, state and local laws, regulations and ordinances, including those relating to disposal of property acquired from grant funds.

VI.

The party regularly employing the investigative officer shall pay all wages and disability payments, pension payments and payments for damages to equipment and clothing of that officer while he or she is involved in activities pursuant to this Agreement the same as though the services had been rendered within the jurisdiction wherein the investigative officer is regularly employed. The requesting party shall have no obligation to reimburse the responding party for such costs unless reimbursement is required under the Local Government Code § 362.003(c).

VII.

Any request for assistance under this Agreement shall include a statement of the amount and type of equipment and number of personnel requested and shall specify the location to which the equipment and personnel requested are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by the responding party's department head or department head's designee.

VIII.

The department head of the responding party, or department head's designee, in his or her sole discretion, may at any time withdraw his or her personnel or equipment or discontinue participation in any activity initiated pursuant to this Agreement.

IX.

A party to this Agreement may unilaterally terminate its participation in this Agreement only after providing not less than ninety (90) days' written notice of termination to the other parties. This Agreement may be terminated at any time by the written mutual agreement of the Parties.

X.

In the event that any person performing services pursuant to this Agreement shall be cited as a party to a state or federal civil lawsuit arising out of the performance of those services, that person shall be entitled to the same benefits that he or she would be entitled to receive if such civil action had arisen out of the performance of his or her duties as a member of the department where he or she is regularly employed and in the jurisdiction of the party by which that person is regularly employed.

XI.

Each party to this Agreement expressly waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

XII.

It is expressly understood and agreed that, in the execution of this Agreement, no party 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. Third party claims against members shall be governed by the Texas Tort Claims Act or other appropriate state statutes, municipal ordinances or laws of the State of Texas or any political subdivision thereof.

XIII.

This Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

This Agreement may be amended or modified only by the mutual agreement of the Parties hereto in writing to be attached to and incorporated into this Agreement.

XVI.

This Agreement may be signed in multiple counterparts and shall be binding on the Parties when duly authorized by the governing bodies of such Parties and such Parties' duly authorized representatives and delivered to the Collin County Fire and Arson Task Force Coordinator.

XVII.

This Agreement contains all commitments and agreements of the Parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

XVIII.

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have all necessary authority to execute this Agreement on behalf of the parties, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XIX.

Miscellaneous Provisions

a. **Notice.** Any notice required to be sent under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to County, to:

Collin County
Attn: Purchasing
2300 Bloomdale Rd. Suite #3110
McKinney, Tx. 75071

If to Wylie, to:

City of Wylie
Attn: City Manager, Mindy Manson
300 Country Club Drive
Wylie, Texas 75098

b. **Assignment.** This Agreement is not assignable without the prior written consent of the other party.

c. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

m. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No third party shall have any rights herein.

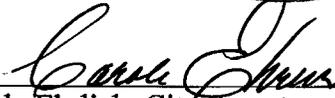
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective upon execution and dating by all of the Parties.



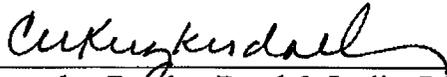
CITY OF WYLIE


Mindy Manson, City Manager

ATTEST:


Carole Ehrlich, City Secretary

APPROVED AS TO FORM:


Abernathy, Roeder, Boyd & Joplin, PC
Courtney A. Kuykendall, City Attorneys

COUNTY OF COLLIN, TEXAS


Keith Self, County Judge
Date: 7/3/12

APPROVED AS TO FORM:


Belvin Harris, City Attorney

APPROVED AS TO CONTENT:


Michael Smith, County Fire Marshal
Date: 30 MAY 2012

d. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.

e. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

f. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

g. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

h. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

i. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

j. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

k. Pursuit of a Governmental Function. Both the County and the City have determined by their execution of this Agreement that this Agreement and the obligations of the parties contained herein are in discharge of a governmental function as set forth in the Interlocal Cooperation, Chapter 791, Texas Government Code, and the participation by either party in the terms of this Agreement shall not make such party an agent or representative of the other party.

l. Sovereign Immunity. The parties agree that neither the County nor the City has waived its sovereign immunity by entering into and performing its respective obligations under this Agreement.

RESOLUTION NO. 2012-19(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS TO EXECUTE THE COLLIN COUNTY FIRE AND ARSON TASK FORCE INTERLOCAL AGREEMENT (“AGREEMENT”), ATTACHED HERETO AS EXHIBIT “A”; AND PROVIDING FOR AN EFFECTIVE DATE.

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

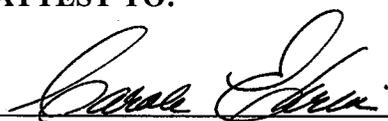
SECTION 1: The City Manager of the City of Wylie, Texas, is hereby authorized to execute, on behalf of the City Council of the City of Wylie, Texas, the Collin County Fire and Arson Task Force Interlocal Agreement (“Agreement”), which is attached hereto as Exhibit “A,” and incorporated herein for all purposes.

SECTION 2: This Resolution shall take effect immediately upon its passage.

RESOLVED THIS the 22 day of May, 2012.


Eric Hogue, Mayor

ATTEST TO:


Carole Ehrlich, City Secretary

