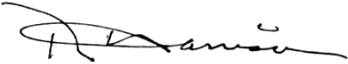


TEXARKANA POLICE DEPARTMENT GENERAL ORDERS MANUAL

SUBJECT	Mutual Aid		
NUMBER	1101.15	EFFECTIVE DATE	May 01,2008
Scheduled Review Date	January 16, 2030	ISSUE DATE	May 01,2008
Date Reviewed	January 16, 2020	REVISION DATE	January 16, 2020
APPROVED BY		(Reserved for Expansion)	(Formerly 1100.02)

Interlocal Cooperation Agreement For Mutual Assistance in Law Enforcement

The City of Texarkana, Texas, a municipal political subdivision of the State of Texas, and the City of Texarkana, Arkansas, a municipal political subdivision of the State of Arkansas, enter into this Interlocal Cooperation Agreement For Mutual Assistance in Law Enforcement (“Agreement”) to cooperate in exercising the powers and duties of law enforcement, in the investigation of criminal activity, and in enforcement of the criminal laws of the states of Texas and Arkansas, pursuant to the authority granted under Texas Government Code Chapter 791, the *Interlocal Cooperation Act*, Arkansas Code Annotated Chapter 25-20-101, et seq., the *Interlocal Cooperation Act*, Texas Code of Criminal Procedure Article 2.124(b), Arkansas Code Annotated 16-18-115, and City of Texarkana, Arkansas Ordinance No. L-211.

I.

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

- (a) “Peace Officer” means a police officer employed with either the City of Texarkana, Texas Police Department or the City of Texarkana, Arkansas Police Department.
- (b) “Member” means the City of Texarkana, Texas (“Texas City”) or the City of Texarkana, Arkansas (“Arkansas City”);
- (c) “Chief Law Enforcement Officer” means the Chief of Police, or his designee, of either the City of Texarkana, Texas or the City of Texarkana, Arkansas;
- (d) “Chief Administrative Officer” means the Mayor or City Manager of either the City of Texarkana, Texas or the City of Texarkana, Arkansas; and
- (e) “Territorial Limits” means the municipal/city limits of a Member.

Page 1 of 5 Number: 1101.15	Effective Date: May 01, 2008
Subject: Mutual Aid	Revision Date: February 01, 2011

II.

The purpose of this Agreement is to authorize cooperation between the members to increase their efficiency and effectiveness in providing police protection, the investigation of criminal activity, the prevention and suppression of crime, and the enforcement of state criminal laws in the territorial limits of the members where the responding member is authorized to act under the law of the state of the requesting member.

III.

The responding member will assign its peace officers to provide police protection and/or to exercise law enforcement powers and duties inside the requesting members territorial limits when:

- A. Requested by the chief law enforcement officer of the requesting member; and
- B. The chief law enforcement officer of the responding member has determined, in his sole discretion, that the assignment is necessary to provide police protection or assistance in the investigation of criminal activity, the prevention or suppression of crime, or the enforcement of state criminal laws in the territorial limits of the requesting member.

IV.

Any request for aid under this agreement will include a statement of the amount and type of equipment and number of personnel requested and specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by the responding member's chief law enforcement officer.

V.

The responding members peace officers will report to the requesting members chief law enforcement officer at the location to which the officers have been assigned. The requesting members chief law enforcement officer will have the power to issue reasonable orders and directions to the responding members officers and the responding members officers will then act on those orders and directions.

VI.

Peace officers and equipment of the responding member will be released by the requesting member when their services are no longer required; provided, however, that the chief law enforcement officer of the responding member, in his sole discretion, at any time may withdraw the responding members personnel or equipment or discontinue participation in any activity initiated pursuant to this agreement.

VII.

A Texas City Peace Officer qualified under Ark. Code Ann. 16-81-115 may exercise the same powers and duties as an Arkansas City Peace Officer within the Territorial Limits of Arkansas City without further qualification, certification, oath, or bond. An Arkansas City Peace Officer qualified under Texas Code of Criminal Procedure Article 2.124(b) may exercise the same powers and duties as a Texas City Peace Officer within the Territorial Limits of Texas City without further qualification, certification, oath, or bond.

Page 2 of 5	Number: 1101.15	Effective Date: May 01, 2008
Subject: Mutual Aid		Revision Date: February 01, 2011

VIII.

Each member under this agreement expressly waives the right to reimbursement for services performed under this agreement and shall pay its own cost incurred.

IX.

Any responding peace officer who is assigned, designated, or ordered by the chief law enforcement officer of the member which regularly employs the officer to perform services pursuant to this agreement will receive the same wage, salary, pension, and all other compensation and all other rights for such service, including injury or death benefits, and workers compensation benefits, as though the service had been rendered within the territorial limits of the member where the officer is regularly employed. All such wage and disability payments, including workers compensation benefits, pension payments, reimbursement for damage to equipment and clothing, medical expenses, and expenses of travel, food and lodging will be paid by the member which regularly employs such officer.

X.

In the event that any peace officer performing services pursuant to this agreement shall be cited as a party to any civil lawsuit, state or federal, alleging civil liability because of the performance of those services, the officer will be entitled to the same benefits that the officer would be entitled to receive if such civil action has arisen out of the performance of the officers duties as a member of the Department where the officer is regularly employed and in the jurisdiction of the member in which the officer is regularly employed.

XI.

Each member hereby waives all claims against the other member for compensation for any property loss or damage and or personal injury or death occurring as a consequence of the performance of services under this agreement. Each member will bear any liability for and or cost of damage to its equipment and the death of or injury to its peace officers, whether the death, injury, or damage occurs in the members own territorial limits or in the other members territorial limits. Subject to and without waiving the liability limits and or immunities provided by law to a member and further subject to the liability coverage carried by a member, each member will indemnify, defend and hold harmless the other member for damages, claims, demands, suits, judgments, cost, and expenses arising from loss of or damage to private property and or the death of or injury to private persons caused by the members personnel or equipment in the performance of this agreement. For purposes of this agreement, "private persons" and "private property" mean persons who are not employees of a member and property in which a member has no interest.

XII.

It is expressly understood and agreed that by the execution of this agreement neither member waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it by law against civil liability claims arising in the exercise of the governmental services and functions provided for herein.

Page 3 of 5 Number: 1101.15	Effective Date: May 01, 2008
Subject: Mutual Aid	Revision Date: February 01, 2011

XIII.

Each member under this agreement agrees that if legal action is brought under this agreement, exclusive venue shall lie in the County in which the defendant member is located.

XIV.

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the applicable laws of the State of Texas and the State of Arkansas.

XV.

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.

XVI.

This agreement, upon approval of the governing body of each member and the execution by the duly authorized official of each member, as expressed, in the approving ordinance or resolution of the governing body of each member, will be affective on the 16th day of January, 2020, for a term of ten (10) years.

XVII.

During any part of the term of this agreement a member may terminate the agreement by giving thirty (30) days written notice of intent to terminate signed by the members duly authorized chief law enforcement officer or chief administrative officer to the chief law enforcement officer or chief administrative officer of the other member, such written notice to be hand delivered or sent by certified mail.

XVIII.

This Agreement may be amended or modified by the mutual agreement of the Members hereto in writing.

XIX.

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

XX.

In order to have a more effective relationship between the members and to provide the best possible police protection, it is hereby agreed that all questions arising under this agreement shall be handled and resolved by a law enforcement oversight committee, consisting of the chief law enforcement officers of each member.

Page 4 of 5	Number: 1101.15	Effective Date: May 01, 2008
Subject: Mutual Aid		Revision Date: February 01, 2011

XXI.

A member may utilize procurement procedures of the other member on a cost neutral basis for purchase of law enforcement vehicles and material unless otherwise prohibited by law or vendor requirements. The requesting member shall submit a request for purchase to the procuring member. The procuring member shall issue an invoice for payment to the requesting member for the total cost of the requested items, including purchase price and related fees, and the requesting member shall authorize the procuring member to proceed with the purchase. The procuring member shall notify the requesting member when the requested items have been received from the vendor. The requesting member shall tender payment in full of the invoice by check made payable to the procuring member. When the requesting members check clears its financial institution, ownership of or title to the requested items shall be transferred “as is” to the requesting Member.

Attachment: Resolution No. 2019-49.



2019-49.pdf

Page 5 of 5	Number: 1101.15	Effective Date: May 01, 2008
Subject: Mutual Aid		Revision Date: February 01, 2011