AGENDA ITEM
A11

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: 08/13/26

Meeting Date: 08/24/2026

Submitted By: J. Moore

Department: Fire Mrashal

Signature of Elected Official/Department Head:

Court Decision:
This section to be completed by County Judge's Office

Johnson County ★ APPROVED ★ Commissioners Court
8.24.2026

Description:

Consider approval of the Interlocal Assistance Agreement for Fire and Explosion Investigation with Tarrant County Arson Taskforce

(May attach additional sheets if necessary)

Person to Present: Moore

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☑ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 3 minutes

Session Requested: (check one)

☑ Action Item ☐ Consent ☐ Workshop ☐ Executive ☐ Public Announcement

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☐ Purchasing ☐ Auditor

☐ Personnel ☐ Development Services ☐ Facilities Management

Other Department/Official (list) _____

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Approved in CC on 9/11/2023

THE STATE OF TEXAS}

COUNTY OF TARRANT}

INTERLOCAL ASSISTANCE AGREEMENT FOR

FIRE AND EXPLOSION INVESTIGATIONS

This agreement is entered into by and between the city, county or other governmental agency that is signatory to this agreement, all being either municipal corporations, county government, or some other political subdivision chartered or established by the Constitution of the State of Texas, hereinafter referred to as "member agencies" or "party", and each acting through their duly authorized elected representatives.

This agreement supersedes and shall be controlling over all other interlocal agreements for fire, arson or explosion investigation between any of the member agencies, and all other such agreements are specifically repealed in whole.

WITNESSETH

WHEREAS, the governing officials of the member agencies and political subdivisions of the State of Texas, desire to secure for each member agency or political subdivision the benefits of mutual aid in the protection of life and property from fire or explosion by entering into this interlocal agreement for establishing investigative resources to conduct the origin and cause investigation of a fire or explosion and perform any latent criminal investigations resulting from said fire or explosion incident.

WHEREAS, there is a need for investigative cooperation for suspected arson cases in Tarrant County and the surrounding Counties; and

WHEREAS, the parties hereto have determined that the best possible method for attacking the crime of arson within Tarrant County and the agencies within the surrounding Counties, as undersigned hereto, is an agreement establishing such cooperation; and

WHEREAS, the parties desire to enter into this agreement to provide investigative cooperation in connection with arson or suspected arson cases; and

WHEREAS, each participating agency is authorized to perform the services contemplated for it herein;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The Parties hereto execute this agreement for the purpose of providing fire and arson investigation and prosecutorial capabilities to each other as the need arises.

2. The Tarrant County Fire Marshal shall be the Coordinator of the investigative task force created by this agreement and his office shall be the central repository for the documents executing such agreements.

3. Any request for investigative assistance by one party to another party under the terms of this agreement does not obligate that party to respond if resources are not available. The availability of any officer to respond to a request for assistance shall be determined by the party responding to the request.

4. When requested by a party, any other party to this agreement shall provide available members of its arson investigation unit to assist in the origin and cause investigation of a fire or explosive incident and provide such other investigative assistance that is necessary for the prosecution of any criminal activity associated with the incident. While engaged in such activities, employees of the responding party shall be under the direction and supervision of the requesting party's officer in charge of the investigation process. However, if a member of a responding party is requested to perform a task that is in conflict with the responding party's internal policies, the responding party retains the right to advise the officer in charge that the task cannot be completed. If agreement cannot be reached on the issue, the responding party has the option of leaving the scene. Each party to this Agreement shall at all times be and remain legally responsible for the conduct of their respective fire department employees regardless of whether such employees were performing duties under this Agreement at the request of the requesting party and regardless of whether such employees were acting under the authority, direction, suggestion or orders of an officer of the requesting party. This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the liability otherwise assigned under section 791.006(a) of the Code. Each party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of the Agreement.

5. While performing tasks under this agreement, employees of the responding party shall be vested with all fire and/or arson investigative and/or police powers of the requesting party's officer-in-charge.

6. In performing its duties under this agreement, each party will comply with all necessary Federal, State, and local laws, rules and regulations, including those relating to the disposal of property acquired from grant funds.

7. The party that regularly employs the investigative officer shall be responsible for all salary, disability and pension payments, injury or death benefits, workers compensation benefits, damages to equipment and clothing of the officer while he or she is involved in activities pursuant to this agreement, the same as though the services had been rendered within the limits of the jurisdiction wherein he or she is regularly employed. The requesting Party shall have no obligation to reimburse the responding Party for such cost.

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

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

Neither member party shall be reimbursed by the other for costs incurred pursuant to this Agreement, with the exception of supplies and consumable items.

10. It is expressly understood that when an employee or volunteer of the responding member agency is performing duties under the terms of this agreement, that the person is considered to be acting in the line of duty for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties within the provisions of Chapter 615, Texas Government Code and Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury or death, or loss which occurs while in the line of duty.

11. A party to this agreement may withdraw from it only after providing not less than ninety (90) days written notice of same to the Tarrant County Fire Marshal who is acting as the central repository of all agreements between member agencies.

12. This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

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

14. This agreement when signed into effect by the elected official of each member agency will authorize that agency to be placed on “Member’s Agency List”, which will hereafter be known as Exhibit “A” and will constitute a listing of agencies whose fire and arson investigative personnel will constitute the man-power pool of Arson Task Force Members who are in compliance with by-laws of the Tarrant County Fire and Arson Investigators Association.

15. This Agreement shall become effective between the Parties hereto on the day after it is fully executed and shall continue in effect for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term thereafter unless and until such time as the governing body of a Party terminates its participation prior to the date of automatic renewal or as prescribed in Section 11 of this Agreement.

APPROVED:

Christopher Boedeker
County Judge, Johnson County

Date: 8-24-24

Jamie Moore
Fire Marshal, Johnson County

Date: 8-24-24

ATTEST:

April Long
County Clerk, Johnson County

COMMISSIONERS COURT JOHNSON COUNTY, TEXAS

Date: 8-24-24