

Mayor and Council Communication

DATE: 04/07/20

M&C FILE NUMBER: M&C 20-0244

LOG NAME: 35TCCLE FY20

SUBJECT

Authorize Execution of an Interlocal Agreement with Tarrant County College to Establish Concurrent Police Jurisdiction on Tarrant County College Campuses Operating Within the Fort Worth City Limits (COUNCIL DISTRICTS 2, 4, 5, 7, 8 and 9)

RECOMMENDATION:

It is recommended that the City Council authorize the execution of an Interlocal Agreement with Tarrant County College to establish concurrent police jurisdiction on Tarrant County College campuses operating within the Fort Worth city limits.

DISCUSSION:

On October 31, 2000, (M&C C-18328) the City of Fort Worth (City) and Tarrant County College (TCC) entered into a mutual Interlocal Agreement (Agreement) establishing provisions of police services within concurrent jurisdictions. Since this time, the City and TCC have appointed new Chiefs of Police and TCC has also acquired additional properties that need to be added to the Agreement. If approved, this Agreement will supersede the previous Agreement however the substance of the Agreement will remain the same as the previous one. Both the City and TCC have concurrent jurisdiction over the eight facilities operated by TCC in the Fort Worth city limits which are: (1) TCC South Campus; (2) TCC Northwest Campus; (3) TCC Trinity River Campus; (4) TCC Trinity River East Campus; (5) TCC District Multipurpose Center on N. Riverside Drive; (6) TCC Opportunity Center; (7) Erma Johnson Hadley Center for Excellence; and (8) the May Owen Center.

Chapter 791 of the Texas Government Code authorizes agencies to enter into Agreements for provisions of services. The Agreement will provide the following:

- City has primary jurisdiction on all non-TCC property within the city limits;
- TCC generally retains primary jurisdiction on its property within the city limits;
- Either agency may exercise police power of the other's defined primary jurisdiction during exigent circumstances;
- TCC may ask for assistance from the Fort Worth Police Department (FWPD) during emergency situations and ask FWPD to assume primary jurisdiction. In any event, the primary jurisdiction commander will have on-scene command placement and role of concurrent jurisdiction officers;
- No fees shall be charged as part of the Agreement; however, this will not affect fees for other services such as crime laboratory analysis, communications, etc.; and
- The primary agency assumes no liability for the actions of the employees of the concurrent jurisdiction's agency.

A Form 1295 is not required because: This contract will be with a governmental entity, state agency or public institution of higher education: Tarrant County College

FISCAL INFORMATION / CERTIFICATION:

The Director of Finance certifies that approval of this recommendation will have no material effect on City funds.

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