

Mutual Aid Law Enforcement Agreement Between the Municipalities of Galveston County and the County of Galveston

1. Parties

This Interlocal Cooperation Agreement is between various **Municipalities** whose jurisdiction is wholly or partially within Galveston County and the **County of Galveston**. The **County of Galveston** and the **Galveston County Sheriff's Office** are collectively referred to herein as the "**County**." This Agreement is being executed pursuant to Chapter 791 of the Government Code, commonly known as the Interlocal Cooperation Contract Act and Chapter 362 of the Local Government Code commonly known as the Mutual Aid Law Enforcement Services Act. The **Municipalities** who have executed this Agreement and the **County** shall, hereafter, sometimes be collectively referred to as Participating Agencies.

2. Purpose

The purpose of this Agreement is to.

- (a) Enable a Requesting Agency to contact the County and the appropriate Municipality's law enforcement agency to request the establishment of a joint task force. The request will define the scope of the task force and the time when the Requesting law enforcement agency desires to jointly perform investigations, interviews of and execute warrants outside of the Requesting Agency's jurisdictional boundaries but within the jurisdictional boundaries of the other Participating Agencies for criminal offenses having allegedly occurred within the jurisdiction of the Requesting Agency's jurisdiction.
- (b) Enable a Requesting Agency to contact the County and/or a Municipality's law enforcement agency to request the temporary provision of additional law enforcement officers when the Requesting Agency finds itself in need of additional officers due to absences or leave. The request will define the scope of the necessity for law enforcement officers and the time when the Requesting Agency will need the additional law enforcement officers. The additional law enforcement officers while assigned to the Requesting Agency will have all the powers of a regular law enforcement officer of the Requesting Agency as fully as if the officer were employed by the Requesting Agency and within the jurisdictional boundaries of the Requesting Agency.
- (c) Cooperate and share information with County law enforcement officers and the

other Participating Agencies during such times the task force performs the activities described in (a) and (b) above.

- (d) Allow law enforcement officers employed by any of the Participating Agencies, upon observing a criminal offense being conducted within the officer's presence or view or while acting in furtherance of the execution of a properly issued warrant of arrest, to make an arrest outside the Municipality in which the officer is employed but within the areas covered by this Agreement.
- (e) Notify without delay the County and the law enforcement agency of the Municipality of the arrest and the notified agencies shall make available the notice of the arrest in the same manner as if the arrest were made by a member of that agency.
- (f) Provide available **County** deputy sheriffs to all other Participating Agencies to cooperate in task force criminal investigations and other law enforcement duties set forth in this Agreement and during times of natural or man-made disasters or other emergency situations in accordance with §362.002 of the Texas Local Government Code.
- (g) Provide available municipal law enforcement officers to all other Participating Agencies to cooperate in task force criminal investigations, and other law enforcement duties set forth in this Agreement and during times of natural or man-made disasters or other Emergency Situations in accordance with §362.002 of the Texas Local Government Code.

3. **Definitions**

- (a) "Emergency Situation" shall mean either:
 - 1) an actual or potential condition within the Municipality's jurisdiction when the Chief of Police or his designee is of the opinion that a condition poses or would appear to pose an immediate threat to life or property and additional law enforcement officers are desired to address the situation. It also means upon notification and request for such emergency assistance by the Municipality's dispatcher; or
 - 2) an actual or potential condition within unincorporated areas when the **County** Sheriff or his designee is of the opinion that a condition poses or would appear to pose an immediate threat to life or property and additional law enforcement officers are desired to address the situation. It also means upon notification and request for such emergency assistance by the County's dispatcher.
- (b) "Requesting Agency" shall mean the law enforcement agency making the request for law enforcement assistance from another Participating Agency.

- (c) "Providing Agency" shall mean the law enforcement agency who agrees to render law enforcement assistance to the Requesting Agency.
- (d) "Participating Agencies" shall mean the Municipalities who have executed this Agreement and the County of Galveston.
- (e) "Investigate" shall mean to carry out an official inquiry or detailed examination in order to glean information relating to an ongoing criminal investigation.
- (f) "Interview" shall mean a meeting designed for asking questions or recording of an interview.
- (g) "Warrant" shall mean a written document authorizing law enforcement specific rights or powers to search or arrest an individual.
- (h) "Criminal Investigation" shall mean the investigation of criminal acts committed against the Texas Penal Code, Code of Criminal Procedures, the Health and Safety Code or other applicable state or federal law.
- (i) "Law Enforcement Officer" means a municipal police officer including the Chief of Police, the **County** Sheriff, or a **County** deputy sheriff, who has been and currently maintains his/her commission as a peace officer under the laws of the State of Texas.
- (j) "Task force" means a group of law enforcement officers from multiple jurisdictions assembled by any means for lawful purposes with a focus of achieving some law enforcement related goal.
- (k) "Potential Condition" includes a potential risk to the health and safety of the community created when a Requesting Agency determines it does not or will not have enough law enforcement officers due to absences or leave.

4. Terms and Conditions

- a) During an ongoing criminal investigation, after notification as set forth in d) below, law enforcement officers of the investigating Participating agency are permitted to enter the jurisdiction of other Participating Agencies for joint follow-up investigations and interviews, and the execution of warrants as necessary. In such instances, the law enforcement officer entering the jurisdiction of another Participating Agency will notify in advance both the dispatch of his/her law enforcement agency and the other Participating Agency of his/her desired activities.
- b) In the event of an arrest, the arresting peace officer will notify the law enforcement agency with jurisdiction of the area where the arrest is made of

the arrest as soon as is reasonably practicable under the circumstances.

- c) In the event of an Emergency Situation upon request for assistance made by a Requesting Agency, the Providing Agency will furnish such peace officers, vehicles and equipment as are readily available provided such action would not unreasonably diminish the Providing Agency's capacity to provide its own services within its jurisdiction.
- d) The Requesting Agency's Chief of Police, or his designee, will implement each request for task force activities on behalf of their **Municipality** to the **County** directly to the **County** Sheriff or his designee. Similarly, the request will be directed to each **Municipality** by notifying its Chief of Police or his/her designee. In addition to the above method of requesting assistance, in the event of an Emergency Situation notification and request for assistance by the Requesting Agency's dispatcher to the **County's** and/or the **Municipality's** dispatcher will be sufficient to constitute a request.
- e) The **County** Sheriff or his designee will implement each request on behalf of the **County** to the **Municipality**. Each request will be made directly to the Providing Agency's Chief of Police or his/her designee. In addition to the above method of requesting assistance, in the event of an Emergency Situation notification and request for assistance by the **County's** dispatcher to the Providing Agency's dispatcher will be sufficient to constitute a request. But, nothing in this subparagraph e) will be construed to abrogate, diminish or otherwise interfere with any jurisdiction or authority currently belonging to the **County** Sheriff by law.
- f) In order to invoke assistance hereunder the Requesting Agency shall notify the Providing Agency by telephone or in writing (fax or e-mail shall suffice as a "writing") when feasible. The Providing Agency may request such additional information deemed necessary to confirm the type and amount of assistance needed or necessary.

5. Command of Requesting Agency during Emergency Situation

Once a response has been approved and implemented by the Providing Agency during an Emergency Situation each law enforcement officer furnished to the Requesting Agency shall:

- a) report to and is under the command of the Requesting Agency's Chief Executive Officer (Chief of Police or Sheriff) or his designee;
- b) have all the powers of a regular law enforcement officer of the Requesting Agency as if the law enforcement officer or deputy were employed by such

Requesting Agency;

- c) be required to respond to lawful orders given by the Requesting Agency's Chief Executive Officer (Chief of Police or Sheriff) or his designee; and
- d) shall have those law enforcement powers provided to peace officers by state law.

6. Communication during Emergency Situation

Whenever possible, radio communications shall be established and maintained between the parties through appropriate means.

7. Payment for Services during Emergency Situation

The Requesting Agency shall pay the salary and provide such benefits it customarily provides to each law enforcement officer while they are under the command of the Requesting Agency. The Requesting Agency, in accordance with Chapter 791.011 of the Government Code and Chapter 362.003 of the Local Government Code will, upon receipt of an invoice, reimburse the Providing Agency for payments made on behalf of each such officer within 30 days of the date of each request.

8. Payment from Current Revenue during Emergency Situation

The Requesting Agency will make all payments from current revenues available to the Requesting Agency.

9. Third Party Claims during Emergency Situation

The Requesting Agency is responsible for any civil liability that arises from the furnishing of services by the Providing Agency. Nothing in this agreement shall be construed to either add to or change the liability, limits and immunities for either party provided by the Texas Tort Claims Act, Chapter 101 or the Texas Civil Practice and Remedies Code or other law. Neither shall it be construed to give arise to liability or responsibility for failure to respond to a request for assistance. Nor is it intended to benefit any third party or parties and no third party shall have any right of action hereunder as a result of the parties entering into this Agreement.

10. Termination of Participation

Any Participating Agency may terminate its participation in this Agreement by providing the other Participating Agencies with at least thirty (30) days prior written notice of its desire to terminate and the effective date of termination. In the event that notice of termination is properly given, the Participating Agency will be relieved of future obligations or commitments made under this Agreement. However, no terminating

Participating Agency will be relieved of any obligation or responsibility incurred prior to the effective date of termination.

11. Venue

Venue for any suit regarding this Agreement is Galveston County, Texas.

12. Entire Agreement

This is the entire Agreement of the Participating Agencies. It may not be amended without the written consent of all Participating Agencies.

13. Approval of Head of Law Enforcement Agency

The Sheriff and the Chief of Police of each participating Municipality, by executing this Agreement, agrees to permit his law enforcement officers to perform law enforcement services on behalf of his political subdivision as is specified herein.

14. Replacement of Prior Mutual Aid Law Enforcement Agreements

This Agreement replaces any Mutual Aid Law Enforcement Agreements heretofore executed by the parties.

15. Compliance with Statutes

Nothing in this Agreement shall be construed to violate any term or provision of Texas Local Government Code Chapter 362 or Texas Government Code Chapter 791.

16. Effective Date

Notwithstanding the actual date of execution by each party this Agreement shall take effect on _____ day of _____, 2018 and shall continue in force until all Participating Agencies have terminated their participation.

Participating Agencies

County of Galveston

Mark Henry
Galveston County Judge
Date of Execution: _____

Attest:

Dwight Sullivan
County Clerk

Henry Trocheset
Galveston County Sheriff
Date of Execution: _____

Executed this _____ day of _____, 20__.

Municipality: City of League City

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Nghiem V. Doan, City Attorney