



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	11-03-09	AGENDA REQUEST NO:	IV-G
INITIATED BY:	DOUG BRINKLEY INTERIM CHIEF OF POLICE	RESPONSIBLE DEPARTMENT:	POLICE
PRESENTED BY:	DOUG BRINKLEY INTERIM CHIEF OF POLICE	DEPARTMENT HEAD:	DOUG BRINKLEY <i>(DB)</i> INTERIM CHIEF OF POLICE
		ADDITIONAL DEPARTMENT HEAD (S):	N/A

SUBJECT / PROCEEDING: **MUTUAL AID AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF SUGAR LAND FOR POLICE PROTECTION**

EXHIBITS: **INTERLOCAL AGREEMENT**

CLEARANCES		APPROVAL	
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LEGAL:	JOE MORRIS <i>(Signature)</i> CITY ATTORNEY	EXECUTIVE DIRECTOR:	N/A
PURCHASING:	N/A	ASST. CITY MANAGER:	STEVE GRIFFITH <i>(SMG)</i>
BUDGET:	N/A	CITY MANAGER:	ALLEN BOGARD <i>(Allen Bogard)</i>

BUDGET	
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EXPENDITURE REQUIRED: \$	-0-
AMOUNT BUDGETED/REALLOCATION: \$	-0-
ADDITIONAL APPROPRIATION: \$	-0-

RECOMMENDED ACTION

Approve the mutual aid agreement between Fort Bend County and the City of Sugar Land.

EXECUTIVE SUMMARY

This Mutual Aid Agreement between the City of Sugar Land and Fort Bend County is a two-year agreement with an effective date of October 1, 2009 – September 30, 2011. This represents a renewal of an agreement that has been in place for twelve years.

This agreement authorizes, but does not require, the respective peace officers to cooperate with one another in the investigation of criminal activity and enforcement of the criminal laws of this State. Since Sugar Land is in close proximity to the unincorporated areas of Greatwood and New Territory, the Sugar Land Police Department has found it beneficial to have the agreement in place to provide assistance to response, homicides and other investigatory issues. Fort Bend County has the same agreement with Missouri City, Richmond, Rosenberg and other surrounding municipalities.

It has been determined that it would be in the best interest of the citizen's of both Fort Bend County and the City of Sugar Land to enter into an agreement in order to provide better police protection by authorizing the cooperation among the law enforcement branches.

EXHIBITS

STATE OF TEXAS

COUNTY OF FORT BEND

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**MUTUAL AID AGREEMENT BETWEEN FORT BEND COUNTY AND
THE CITY OF SUGAR LAND FOR POLICE PROTECTION**

This Interlocal Agreement for police protection made and entered into among and between **Fort Bend County**, hereinafter referred to as the "**County**" a body corporate and politic acting herein by and through its Commissioners Court, and the **City of Sugar Land**, organized and existing under and by virtue of the laws of the State of Texas, hereinafter referred to as "**City**" acting herein by and through their City Council;

WITNESSETH:

WHEREAS, there are within Fort Bend County numerous municipalities and large unincorporated areas whose boundaries are not always immediately discernible on the ground; and,

WHEREAS, the growth and complexity of organized crime and other criminal activity are generally not limited to specified jurisdictions; and,

WHEREAS, the governing body of the **County** and the **City** desire to improve law enforcement by entering into an Interlocal Agreement for police protection and law enforcement pursuant to Chapter 791, TEX. GOV. CODE; and,

WHEREAS, the County and the City, pursuant to the provisions of Chapter 791, TEX. GOV. CODE, have determined that it would be in the best interest of the **County** and the **City** and the citizens and inhabitants thereof to enter into an Interlocal Agreement in order to provide better police protection by authorizing cooperation among the law enforcement branch of the **City** and **County** in the investigation of criminal activity and the enforcement of laws of this State in the geographic area covered by the **City** and the unincorporated portions of the **County**;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits, the parties agree as follows:

I.

The **County** and the **City** by this Agreement authorize, but do not require, their respective peace officers to cooperate with each other in the investigation of criminal activity and enforcement of the criminal laws of this State. The jurisdiction of the said peace officers shall include all the geographic area within the boundaries of the **City** and the unincorporated portions of the **County**, said area being hereinafter called the "**Territory**". It is the intent of the parties hereto to extend and expand the territorial jurisdiction and authority of their respective peace officers and nothing contained herein is intended, nor shall it be construed, to restrict or limit in any way the authority which such peace officers now have.

II.

While any peace officer employed by either the **County** or by the **City** is in another jurisdiction pursuant to this Agreement, such peace officer shall remain a peace officer to the jurisdiction by which he is employed with all the powers of a peace officer in the **County** or the **City**, whichever is applicable, as fully as though he were within the **County** or the **City** where employed, and his qualification for office where regularly employed shall constitute his qualification for office in the **County** or such other **City**.

III.

Any peace officer who performs peace officer duties outside the territorial limits of the jurisdiction where he is employed as a peace officer shall be entitled to the same wage, salary, pension, and all other compensation and all other rights for such service, including injury or death benefits, the same as though the service had been rendered within the limits of the jurisdiction where he is employed. All compensation and expenses of said peace officer shall be a cost of, and paid by, the political subdivision which employs said peace officer.

IV.

Each party hereto agrees that it shall have no liability for the wages, disability payments, pension payments, damage to equipment and clothing, medical expense, and expenses of travel, food, lodging or other compensation or expenses of a peace officer employed by another party regardless of whether such peace officer performed peace officer work outside the jurisdiction of his or her employer.

V.

Each party hereto agrees that it shall have no liability whatsoever for the torts or other acts of a peace officer employed by another party hereto regardless of where such tort or act occurred.

VI.

Each party hereto agrees that it will not seek to recover compensation or reimbursement of expenses from any other party hereto for services performed by its peace officers pursuant to this agreement.

VII.

If any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstances, shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement or their application to other persons or sets of circumstances and to this and all provisions of this Agreement are declared to be severable.

VIII.

Agreement shall begin on **October 1, 2009** and shall automatically renew on each anniversary thereafter. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

EXECUTED this ___ day of _____, 20__.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson, County Clerk

CITY OF SUGAR LAND

By: _____
City Manager

ATTEST:

Secretary

CITY OF SUGAR LAND
Reviewed for Legal Compliance



MER/as: Mutual Aid, SugarLand, 2010: 3357- (09/10/09)