

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST AN AGREEMENT FOR MUTUAL AID LAW ENFORCEMENT WITH THE CITIES OF ALVIN, BAYTOWN, BELLAIRE, BUNKER HILL VILLAGE, DEER PARK, EL LAGO, FRIENDSWOOD, GALENA PARK, GALVESTON, HOUSTON, HUNTER'S CREEK VILLAGE, JACINTO CITY, JERSEY VILLAGE, KATY, LAPORTE, LOMAX, MISSOURI CITY, MORGAN'S POINT, NASSA BAY PASADENA, PINEY POINT VILLAGE, SEABROOK, SHOREACRES, SOUTH HOUSTON, SOUTHSIDE PLACE, SPRING VALLEY, STAFFORD, TAYLOR LAKE VILLAGE, TOMBALL, WEBSTER, AND WEST UNIVERSITY PLACE AND THE COUNTIES OF HARRIS AND GALVESTON PURSUANT TO ARTICLE 999b, TEX. REV. CIV. STAT. ANN.; MAKING CERTAIN FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR READING BY DESCRIPTIVE CAPTION ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the problem of crime is no respecter of governmental boundaries; and

WHEREAS, the Texas Legislature recognized the area-wide nature of law enforcement through the enactment of Article 999b. Tex. Rev. Civ. Stat. Ann., which authorizes a county or municipality by resolution or order of its governing body to enter into an agreement with any neighboring municipality or contiguous county for the formation of a mutual aid law enforcement task force to cooperate in the investigation or criminal activity and enforcement of the laws of this State; and,

WHEREAS, the law enforcement agencies in the greater Houston-Galveston area have available certain specialized equipment and facilities and specially trained personnel which may occasionally be needed by one or more of the other area law enforcement agencies; and,

WHEREAS, it is the opinion of the Village Council that is in the best interest of all area political subdivisions to promote effective law enforcement throughout the area by assisting one another in the investigation and suppression of crime, by providing specialized facilities, equipment and services and by assisting one another in any other fashion calculated to promote better crime prevention and detection in each respective city or county joining in an area wide law enforcement task force; and,

WHEREAS, it is the opinion of the Village Council of the Village Jamaica Beach that the best interests as well as the general safety and welfare of the residents of the Village of Jamaica Beach will be served by the execution of such a mutual aid law enforcement agreement, NOW, THEREFORE:

BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF JAMAICA BEACH:

SECTION 1. On behalf of the Village of Jamaica Beach the Mayor is hereby authorized to execute and the City Secretary to attest a mutual aid law enforcement agreement with the cities of Alvin, Bellaire, Bunker Hill Village, Deer Park, El Lago, Friendswood, Galena Park, Galveston, Houston, Hunter's Creek, Village, Jacinto City, Jersey Village, Katy LaPorte, Lomax, Missouri City, Morgan's Point, Nassau Bay, Pasadean, Piney Point Village, Seabrook, Shoreacres, South Houston, Southside Place, Spring Valley, Stafford, Taylor Lake Village, Tomball, Webster, and West University Place and the Counties of Harris and Galveston for the purpose of participating in an area-wide task force for the investigation and suppression of crime through the provisions and receipt of specialized facilities and equipment along with specially trained personnel to and from the law enforcement agencies of said governmental units on an as requested basis provided that the requested personnel, equipment or facilities are not otherwise required within the Village of Jamaica Beach. Said agreement shall be accomplished pursuant to the terms and conditions of Article 999b, Tex. Rev. Civ. State. Ann., with the officers of the Village of Jamaica Beach having the authority in the region encompassed by the agreement outside of the corporate limits of the Village of Jamaica Beach to investigate suspected criminal activity and take the necessary law enforcement actions, including arrest, dictated by the particular situations addressed. Said agreement shall provide that each law enforcement agency concerned be responsible for its own expenses with no reimbursement to the assisting agency being required.

SECTION 2. The Village Council of the Village of Jamaica Beach hereby approved this agreement, a copy of which is attached hereto and made a part hereof.

SECTION 3. The agreement authorized by this ordinance shall become effective as to the other parties only upon the adoption by the governing body of the other parties to the agreement of a like ordinance or resolution authorizing said agreement.

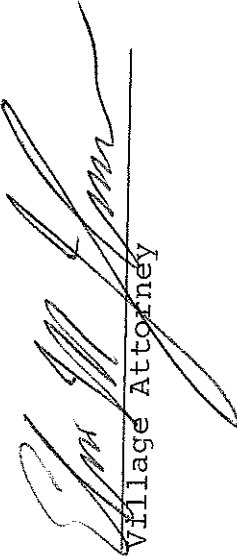
SECTION 4. That this Ordinance shall be and become effective from and after its adoption.

ATTEST:

  
City Secretary

  
Mayor

APPROVED AS TO FORM:

  
Village Attorney

MUTUAL AID LAW ENFORCEMENT AGREEMENT

THE STATE OF TEXAS    I  
COUNTY OF HARRIS     I

THIS AGREEMENT is made and entered into by, among and between the Cities of Alvin, Baytown, Bellaire, Bunker Hill Village, Deer Park, El Lago, Friendswood, Galena Park, Galveston, Houston, Hunter's Creek Village, Jacinto City, Jersey Village, Katy, La Porte, Lomax, Missouri City, Morgan's Point, Nassau Bay, Pasadena, Piney Point Village, Seabrook, Shoreacres, South Houston, Southside Place, Spring Valley, Stafford, Taylor Lake Village, Tomball, Webster, and West University Place and the counties of Harris and Galveston, all parties being municipal corporations or county governments duly organized and existing under the laws of the State of Texas, acting herein by and through their respective Mayors or County Judges duly authorized to so act by ordinance or resolution duly passed by said Cities or Counties.

WITNESSETH:

WHEREAS, Article 999b, TEX.REV.CIV.STAT.ANN., authorizes a county or municipality by resolution of its governing body to enter into an agreement with any neighboring municipality or contiguous county for the formation of a mutual aid law enforcement task force to cooperate in the investigation of criminal activity and enforcement of the laws of this State, and

WHEREAS, the Cities of Alvin, Baytown, Bellaire, Bunker Hill Village, Deer Park, El Lago, Friendswood, Galena Park, Galveston, Houston, Hunter's Creek Village, Jacinto City, Jersey Village, Katy, LaPorte, Lomax, Missouri City, Morgan's Point, Nassau Bay, Pasadena, Piney Point Village, Seabrook, Shoreacres, South Houston, Southside Place, Spring Valley, Stafford, Taylor Lake Village, Tomball, Webster, and West University Place and the Counties of Harris and Galveston desire to form such a mutual aid law enforcement task

force wherein the specialized equipment, facilities and trained personnel of each police department or law enforcement agency is available to the others members of the task force on an as requested basis;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements and benefits to all parties, it is AGREED as follows:

#### I.

During the term of this agreement, the parties agree to provide upon request of one party (requesting party) to the others (providing parties) such law enforcement personnel and to make available such equipment or facilities as may be requested for the investigation or suppression of crime within the jurisdictional areas of the parties; provided that the personnel, equipment or facilities requested are not otherwise required within the City or County providing same as determined by the Chief of Police or Sheriff or Chief Law Enforcement Officer of the providing party. Requests for mutual aid made pursuant to this Agreement shall be made by and to the respective Chiefs of Police or Sheriff or Chief Law Enforcement Officer or their designated representatives.

#### II.

While any law enforcement officer regularly employed by the providing party is in the service of a requesting party pursuant to this Agreement, he shall be a peace officer of such requesting party and be under the command of the law enforcement officer therein who is in charge in that county or municipality (requesting party), with all the powers of a regular law enforcement officer in such other county or municipality as fully as though he were within the jurisdiction where he is regularly employed and his qualification, respectively, for office where regularly employed shall constitute his qualification for office in such other county or municipality, and no other oath, bond, or compensation need be made.

III.

A law enforcement officer employed by a providing party covered by this Agreement may make arrests outside the jurisdiction in which he is employed, but within the area covered by the Agreement; provided, however, that the law enforcement agency within the requesting jurisdiction shall be notified of such arrest without delay. The notified agency shall make available the notice of such arrest in the same manner as if said arrest were made by a member of the law enforcement agency of said requesting jurisdiction.

IV.

Peace officers employed by the parties to this Agreement shall have such investigative or other law enforcement authority in the jurisdictional area encompassed by this Agreement as is reasonable and proper to accomplish the purpose for which a request for mutual aid assistance is made.

V.

Each party to this Agreement shall be responsible for its own costs and expenses.

VI.

The term of this Agreement shall be indefinite with any party having the right to terminate said Agreement upon thirty (30) days notice to all other parties. The addition or deletion of parties to this Agreement shall not affect the Agreement as to the remaining parties except as may be specifically provided by amendment to this Agreement.

VII.

The parties shall observe and comply with all Federal, State, County and City laws, rules, ordinances and regulations in any

manner affecting the conduct of the services herein provided and performance of all obligations undertaken by this Agreement.

FOR THE CITY OF ALVIN:

MAYOR \_\_\_\_\_

ATTEST:

CITY SECRETARY \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR THE CITY OF BAYTOWN:

MAYOR \_\_\_\_\_

ATTEST:

CITY SECRETARY \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR THE CITY OF BELLAIRE:

MAYOR \_\_\_\_\_

ATTEST:

CITY SECRETARY \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR THE CITY OF BUNKER HILL VILLAGE:

MAYOR \_\_\_\_\_

ATTEST:

CITY SECRETARY \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR THE CITY OF DEER PARK:

MAYOR \_\_\_\_\_

ATTEST:

CITY SECRETARY \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR THE CITY OF EL LAGO:

MAYOR \_\_\_\_\_

ATTEST:

CITY SECRETARY \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

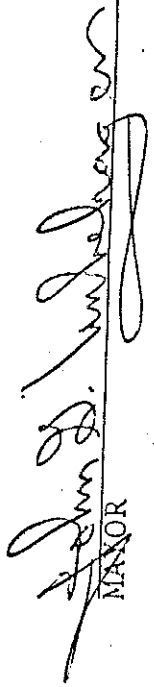

FOR THE CITY OF FRIENDSWOOD:

MAYOR \_\_\_\_\_  
DATE: \_\_\_\_\_  
ATTEST: CITY SECRETARY \_\_\_\_\_  
DATE: \_\_\_\_\_

FOR THE CITY OF GALENA PARK:

MAYOR \_\_\_\_\_  
DATE: \_\_\_\_\_  
ATTEST: CITY SECRETARY \_\_\_\_\_  
DATE: \_\_\_\_\_

FOR THE CITY OF GALVESTON:

  
MAYOR \_\_\_\_\_  
DATE: March 1, 1979  
ATTEST:   
CITY SECRETARY \_\_\_\_\_  
DATE: March 1, 1979

FOR THE CITY OF HUNTER'S CREEK VILLAGE:

MAYOR \_\_\_\_\_  
DATE: \_\_\_\_\_  
ATTEST: CITY SECRETARY \_\_\_\_\_  
DATE: \_\_\_\_\_

FOR THE CITY OF JACINTO CITY:

MAYOR \_\_\_\_\_  
DATE: \_\_\_\_\_  
ATTEST: CITY SECRETARY \_\_\_\_\_  
DATE: \_\_\_\_\_

FOR THE CITY OF JERSEY VILLAGE:

MAYOR \_\_\_\_\_  
DATE: \_\_\_\_\_  
ATTEST: CITY SECRETARY \_\_\_\_\_  
DATE: \_\_\_\_\_

FOR THE CITY OF KATY:

MAYOR \_\_\_\_\_  
DATE: \_\_\_\_\_  
ATTEST: CITY SECRETARY \_\_\_\_\_  
DATE: \_\_\_\_\_



FOR THE CITY OF LA PORTE:

MAYOR \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY SECRETARY

DATE: \_\_\_\_\_

FOR THE CITY OF LOMAX:

MAYOR \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY SECRETARY

DATE: \_\_\_\_\_

FOR THE CITY OF MISSOURI CITY:

MAYOR \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY SECRETARY

DATE: \_\_\_\_\_

FOR THE CITY OF MORGAN'S POINT:

MAYOR \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY SECRETARY

DATE: \_\_\_\_\_

FOR THE CITY OF NASSAU BAY:

MAYOR \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY SECRETARY

DATE: \_\_\_\_\_

FOR THE CITY OF PASADENA:

MAYOR \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY SECRETARY

DATE: \_\_\_\_\_

FOR THE CITY OF PINEY POINT VILLAGE:

MAYOR \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY SECRETARY

DATE: \_\_\_\_\_

FOR THE CITY OF SEABROOK:

MAYOR \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY SECRETARY

DATE: \_\_\_\_\_

FOR THE CITY OF SHOREACRES:

MAYOR \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY SECRETARY

DATE: \_\_\_\_\_

FOR THE CITY OF SOUTH HOUSTON:

MAYOR \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY SECRETARY

DATE: \_\_\_\_\_

FOR THE CITY OF SOUTHSIDE PLACE:

MAYOR \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY SECRETARY

DATE: \_\_\_\_\_

FOR THE CITY OF SPRING VALLEY:

MAYOR \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY SECRETARY

DATE: \_\_\_\_\_

FOR THE CITY OF STAFFORD:

MAYOR \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY SECRETARY

DATE: \_\_\_\_\_

FOR THE CITY OF TAYLOR LAKE VILLAGE:

MAYOR \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CITY SECRETARY

DATE: \_\_\_\_\_

FOR THE CITY OF TOMBALL:

MAYOR \_\_\_\_\_  
DATE: \_\_\_\_\_  
ATTEST: \_\_\_\_\_  
CITY SECRETARY \_\_\_\_\_  
DATE: \_\_\_\_\_

FOR THE CITY OF WEBSTER:

MAYOR \_\_\_\_\_  
DATE: \_\_\_\_\_  
ATTEST: \_\_\_\_\_  
CITY SECRETARY \_\_\_\_\_  
DATE: \_\_\_\_\_

FOR THE CITY OF WEST UNIVERSITY PLACE:

MAYOR \_\_\_\_\_  
DATE: \_\_\_\_\_  
ATTEST: \_\_\_\_\_  
CITY SECRETARY \_\_\_\_\_  
DATE: \_\_\_\_\_

FOR HARRIS COUNTY:

\_\_\_\_\_  
COUNTY JUDGE  
DATE: \_\_\_\_\_

FOR GALVESTON COUNTY:

\_\_\_\_\_  
COUNTY JUDGE  
DATE: \_\_\_\_\_

FOR THE CITY OF HOUSTON:

MAYOR \_\_\_\_\_  
DATE: \_\_\_\_\_  
ATTEST: \_\_\_\_\_  
CITY SECRETARY \_\_\_\_\_  
DATE: \_\_\_\_\_  
APPROVED: \_\_\_\_\_

\_\_\_\_\_  
DENNIS C. GARDNER  
Senior Assistant City Attorney  
\_\_\_\_\_  
H. D. CALDWELL  
Chief of Police