

FORT BEND COUNTY    FY 2010  
COMMISSIONERS COURT AGENDA REQUEST FORM

AGENDA ITEM

23 J

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 11/10/09

Submitted By: Nicole Mehrens, County Attorney's Office

Department: SHERIFF

Court Agenda Date: 11/17/09

Phone Number: 281-341-4555

**SUMMARY OF ITEM:**

Take all appropriate action on renewal Mutual Aid Agreements for Police Protection, effective from October 1, 2009 through September 30, 2010 with automatic renewals on a yearly basis, between Fort Bend County and City of Missouri City and City of Rosenberg.

RENEWAL AGREEMENT/APPOINTMENT

YES ☒ NO ☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE:

YES ☒ NO ☐

List Supporting Documents Attached:

**FINANCIAL SUMMARY:**

BUDGETED ITEM: YES ☐

NO ☐

FUNDING SOURCE: Accounting Unit:    Account Number:  
Activity (If Applicable):

COUNTY JUDGE  
RECEIVED

NOV 10 2009

DESCRIPTION OF LAWSON ACCOUNT:

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us)

If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Other: <u>Milton Wright, Sheriff</u>	<input checked="" type="checkbox"/> County Atty. (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

11-24-09

2 origs. each ret. to Nicole at Co. Attorney

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND         §

**MUTUAL AID AGREEMENT BETWEEN FORT BEND COUNTY AND  
THE CITY OF MISSOURI CITY 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**", body corporate and politic acting herein by and through its Commissioners Court, and the **City of Missouri City**, 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.

This 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 2nd day of November, 2009.

FORT BEND COUNTY

By:

Robert E. Hebert  
Robert E. Hebert, County Judge

11-17-09

ATTEST:

Dianne Wilson  
Dianne Wilson, County Clerk

CITY OF MISSOURI CITY

By:

Allen Quinn  
Mayor

ATTEST:

Patrice Fogarty  
Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**ORDER AUTHORIZING THE COUNTY JUDGE TO  
EXECUTE THE MUTUAL AID AGREEMENT WITH  
THE CITY OF MISSOURI CITY FOR POLICE PROTECTION**

On this the 17 day of November, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Mutual Aid Agreement between Fort Bend County and the City of Missouri City for police protection. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

STATE OF TEXAS

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COUNTY OF FORT BEND

**MUTUAL AID AGREEMENT BETWEEN FORT BEND COUNTY AND  
THE CITY OF ROSENBERG 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 Rosenberg**, 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.**

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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.

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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.

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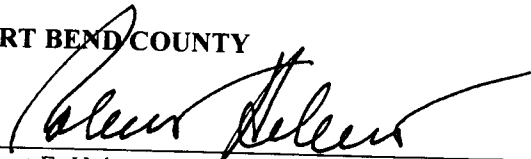
VIII.

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 17 day of November, 2009.

FORT BEND COUNTY

By:

  
Robert E. Hebert, County Judge

ATTEST:

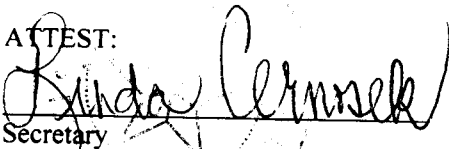
  
Dianne Wilson, County Clerk

CITY OF ROSENBERG

By:

  
Mayor

ATTEST:

  
Secretary

THE STATE OF TEXAS  
COUNTY OF FORT BEND

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**ORDER AUTHORIZING THE COUNTY JUDGE TO  
EXECUTE THE MUTUAL AID AGREEMENT WITH  
THE CITY OF ROSENBERG FOR POLICE PROTECTION**

On this the 17 day of November, 2009, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Mutual Aid Agreement between Fort Bend County and the City of Rosenberg for police protection. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.