

West Fort Bend Regional Special Weapons and Tactics Team

Mutual Aid Law Enforcement Agreement

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS AGREEMENT is made and entered into by the City of Rosenberg and Fort Bend County.

WITNESSETH

WHEREAS, Chapter 362, Sec. 362.001 et seq., Texas Local Government Code, authorizes a county or municipality by resolution of its governing body to enter into an agreement with a neighboring municipality or contiguous county to form a mutual aid law enforcement task force to cooperate in criminal investigations and law enforcement; and

WHEREAS, the City of Rosenberg and the Fort Bend County, and other cities or counties, which may hereafter become parties hereto, desire to form a mutual aid law enforcement task force, a joint tactical or SWAT team (Special Weapons and Tactics) hereafter referred to as the West Fort Bend Regional SWAT Team, wherein the specialized equipment, facilities and trained personnel of their respective law enforcement agencies may be made available to each other as requested and required.

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

Article One

During the term of this agreement, the parties agree to provide upon the request of one party (Requesting Party) to the other (Providing Party) such law enforcement personnel, including available equipment and facilities, as may be requested for the investigation or suppression of crime within the jurisdictional area of the Requesting Party; provided that the personnel, equipment, and facilities, as may be requested are available to respond as determined by the Chief or Sheriff of the Providing Party, or his designee. Requests for mutual aid made pursuant to this Agreement shall be made by and to the respective Chief or Sheriff or his designated representatives.

Article Two

While any law enforcement officer regularly employed by the Providing Party is in the service of the Requesting Party pursuant to this Agreement, the officer is a peace officer of the Requesting Party and shall be under the command of the Requesting Party's law enforcement officer who is in charge, and said peace officer shall have all the powers of a regular law enforcement officer of the Requesting Party as though he were within the jurisdiction where he is regularly employed; and his qualification for office with the Providing Party shall constitute his qualification of office with the Requesting Party; and no additional oath, bond, or compensation need be made. In the performance of work or services hereunder, each peace officer is deemed solely as an employee of his hiring party, which shall assume sole and exclusive responsibility for the payment of wages to the employee for services performed under this Agreement.

Article Three

A peace officer employed by the 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.

Article Four

Peace Officers employed by the parties in this agreement shall have such investigative and 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.

Article Five

The West Fort Bend Regional SWAT Team is hereby created pursuant to this Agreement, as an emergency response team comprised of peace officers from the parties to this Agreement. The command structure of the team will be defined and agreed to by the Rosenberg Police Chief and the Fort Bend County Sheriff within the operational policies established for the team. In appointing personnel to the West Fort Bend Regional SWAT Team, each party represented by this Agreement shall be subject to the foregoing articles and be further subject to training and certifications to meet accepted National Tactical Officers Association (NTOA) standards. Each party shall also designate a peace officer to coordinate its participation in both training and callout incidents.

Article Six

All peace officers designated by each party as qualified to be appointed to the West Fort Bend Regional SWAT Team shall meet the following criteria at a minimum:

- A. Not less than two (2) years of full-time service.
- B. Successful completion of a psychological assessment designed to determine fitness for the special response role.
- C. Demonstrated ability to meet or surpass the fitness requirements established for team members.
- D. Successful completion of an approved basic SWAT school.
- E. A minimum acceptable score on the firearms qualification course established for these officers.

Further, officers assigned by each party, are subject to reassignment from the response team at the discretion of the employing party or command staff of the team if it is determined to be in the best interest of the team.

Article Seven

The Requesting Party's Chief or Sheriff, or his designee, shall be the final authority in deciding whether deadly force is required to bring a critical incident to an end; provided however, that this authority shall not limit the authority of the peace officer confronted with an immediate threat and no alternative to use force as may be required to preserve his life or the life of another. To the maximum feasible extent, time and negotiation shall be used to bring a critical incident to a close without loss of life or injury to any party.

Article Eight

To the extent allowed by law, each party agrees to indemnify the remaining parties against all demands, suits, actions, legal or administrative proceedings, claims, damages and reasonable attorney's fees relating to the performance of this Agreement and arising directly or indirectly from those matters to which it is finally adjudged that the party is solely guilty of negligence or misconduct.

Article Nine

The term of this agreement shall commence on the date the last party signs this Agreement and shall continue for one year. This Agreement will automatically renew annually unless a party to this Agreement provides thirty days written notice of its intent to terminate or withdraw from this Agreement to the remaining party of the Agreement.

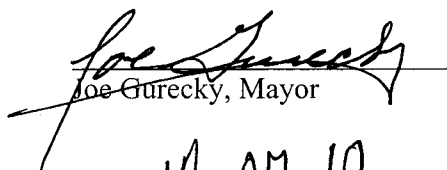
Article Ten

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 services herein provided and performance of all obligations undertaken by this Agreement.

Article Eleven

The parties agree that any neighboring city or contiguous county, may become a party to this Agreement by executing an appropriate amendment to this Agreement signifying its Agreement to all of the terms and provisions hereof, executed by all of the existing parties hereto.

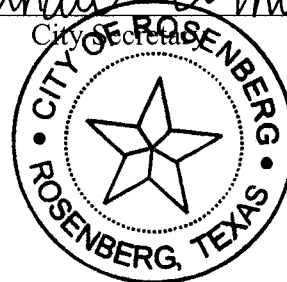
CITY OF ROSENBERG


Joe Gurecky, Mayor

Date: 12-07-10

ATTEST


City Secretary



FORT BEND COUNTY


Robert Hebert, County Judge

Date: 12-14-2010

ATTEST


County Clerk

DIANNE WILSON

