

FILED FOR RECORD
at 12:00 o'clock P M

JUL 14 2020

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*

RESOLUTION NO. 16,211

A RESOLUTION APPROVING AND AUTHORIZING THE COUNTY JUDGE TO EXECUTE AN AGREEMENT FOR MUTUAL AID LAW ENFORCEMENT WITH THE CITIES OF CADDO MILLS, CELESTE, COMMERCE, GREENVILLE, HAWK COVE, JOSEPHINE, LONE OAK, QUINLAN, ROYSE CITY, WEST TAWAKONI, WOLFE CITY, THE COUNTY OF HUNT, THE INDEPENDENT SCHOOL DISTRICTS OF BLAND, COMMERCE, GREENVILLE, QUINLAN, AND TEXAS A&M UNIVERSITY-COMMERCE PURSUANT TO TEXAS GOVERNMENT CODE, CHAPTER 791; MAKING CERTAIN FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Texas Legislature recognized the benefits of the area-wide nature of law enforcement through the enactment of Texas Government Code, Chapter 791, which authorizes a local government by resolution or order of its governing body to enter into an agreement with another local government for mutual aid law enforcement to cooperate in the investigation of criminal activity and enforcement of the laws of this State; and,

WHEREAS, the law enforcement agencies in Hunt County recognize that occasionally the need to share personnel and expertise may arise; and,

WHEREAS, it is the opinion of the Hunt County Commissioners Court that it 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 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 agreement for law enforcement mutual aid; and,

WHEREAS, it is the opinion of the Hunt County Commissioners Court that the best interests as well as the general safety and welfare of the residents of Hunt County will be served by the execution of such a mutual aid agreement for law enforcement;

NOW, THEREFORE, BE IT RESOLVED BY THE HUNT COUNTY COMMISSIONERS COURT:

SECTION 1. On behalf of Hunt County, the Hunt County Judge is hereby authorized to execute a mutual aid law enforcement agreement with the cities of Caddo Mills, Celeste, Commerce, Greenville, Hawk Cove, Josephine, Lone Oak, Quinlan, Royse City, West Tawakoni, Wolfe City, the Independent School Districts of Bland, Commerce, Greenville, Quinlan, and Texas A&M University-Commerce for the purpose of participating in an area-wide law enforcement mutual aid for the investigation and suppression of crime through the provision and receipt of assistance 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 unincorporated portions of the County. Said agreement shall be accomplished pursuant to the terms and conditions of Texas Government Code, Chapter 791, with the officers of the Hunt County Sheriff's Office having the authority in the region encompassed by the incorporated portions of the County, participating ISDs and university campus 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 Hunt County Commissioners Court hereby approves this agreement, a copy of which is attached hereto and made a part hereof

SECTION 3. The agreement authorized by this Resolution 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 Resolution shall be and become effective from and after its adoption.

PASSED AND APPROVED this the 14 day of July, 2020.



County Judge

ATTEST:



County Clerk



MUTUAL AID LAW ENFORCEMENT AGREEMENT

STATE OF TEXAS }
 }
COUNTY OF HUNT }

THIS AGREEMENT is made and entered into by, among and between Hunt County, the Cities of Caddo Mills, Celeste, Commerce, Greenville, Hawk Cove, Josephine, Lone Oak, Quinlan, Royse City, West Tawakoni, and Wolfe City, the Independent School Districts of Bland, Commerce, Greenville, Quinlan, and Texas A&M University-Commerce, all parties being "Local Governments" or "Political Subdivisions" as defined in Texas Government Code Chapter 791, and duly organized and existing under the laws of the State of Texas, acting herein by and through their respective Mayors, City Managers, County Judge, Superintendents, or Presidents duly authorized to so act by ordinance or resolution duly passed by said Cities, County, Independent School Districts, and University.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, authorizes a "Local Governments" and "Political Subdivisions" by order of their governing bodies to enter into an agreement with any neighboring municipality or contiguous county for the provision of law enforcement mutual aid to cooperate in the investigation of criminal activity and enforcement of the laws of this State; and

WHEREAS, the Cities of Caddo Mills, Celeste, Commerce, Greenville, Hawk Cove, Josephine, Lone Oak, Quinlan, Royse City, West Tawakoni, and Wolfe City, the County of Hunt, the Independent School Districts of Bland, Commerce, Greenville, Quinlan, and Texas A&M University-Commerce desire to enter such a mutual aid agreement for law enforcement wherein the specialized equipment, facilities and trained personnel of each police department or law enforcement agency is available to the other members of this Agreement 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 Local Government or Political Subdivision 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 Local Government or Political Subdivision (requesting party), with all the powers of a regular law enforcement officer in such other Local Government or Political Subdivision 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 Local Government or Political Subdivision, 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, and all costs and expenses are to be paid from the current revenue available to the paying party.

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. This Agreement may be renewed annually.

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 CADDO MILLS

Mayor
Date: _____

Attest: _____
City Secretary
Date: _____

FOR THE CITY OF CELESTE

Mayor
Date: _____

Attest: _____
City Secretary
Date: _____

FOR THE CITY OF COMMERCE

Mayor
Date: _____

Attest: _____
City Secretary
Date: _____

FOR THE CITY OF GREENVILLE

Mayor
Date: _____

Attest: _____
City Secretary
Date: _____

FOR THE CITY OF HAWK COVE

Mayor
Date: _____

Attest: _____
City Secretary
Date: _____

FOR THE CITY OF JOSEPHINE

Mayor
Date: _____

Attest: _____
City Secretary
Date: _____

FOR THE CITY OF LONE OAK

Mayor
Date: _____

Attest: _____
City Secretary
Date: _____

FOR THE CITY OF QUINLAN

Mayor
Date: _____

Attest: _____
City Secretary
Date: _____

FOR THE CITY OF ROYSE CITY

Mayor
Date: _____

Attest: _____
City Secretary
Date: _____

FOR THE CITY OF WEST TAWAKONI

Mayor
Date: _____

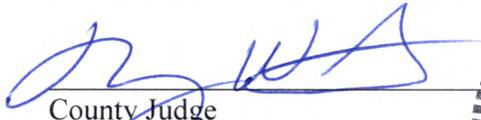
Attest: _____
City Secretary
Date: _____

FOR THE CITY OF WOLFE CITY

Mayor
Date: _____

Attest: _____
City Secretary
Date: _____

FOR THE COUNTY OF HUNT


County Judge
Date: 7/14/2020



Attest: 
County Clerk
Date: 7/14/2020

FOR INDEPENDENT SCHOOL DISTRICT OF BLAND

Superintendent
Date: _____

Attest: _____
Date: _____

FOR INDEPENDENT SCHOOL DISTRICT OF COMMERCE

Superintendent
Date: _____

Attest: _____
Date: _____

FOR INDEPENDENT SCHOOL DISTRICT OF GREENVILLE

Superintendent
Date: _____

Attest: _____
Date: _____

FOR INDEPENDENT SCHOOL DISTRICT OF QUINLAN

Superintendent
Date: _____

Attest: _____

Date: _____

FOR TEXAS A&M UNIVERSITY - COMMERCE

President
Date: _____

Attest: _____

Date: _____