

MUTUAL AID LAW ENFORCEMENT AGREEMENT BETWEEN GALVESTON COUNTY AND THE PORT OF GALVESTON

DATED: December 1, 2025

1. PURPOSE

This Interlocal Cooperation Agreement is entered into by and between Galveston County and the Port of Galveston (hereinafter collectively referred to as the "Parties") to establish a framework for mutual aid and cooperation in responding to emergencies, major incidents, natural disasters, maritime security operations, special events, and other circumstances requiring additional resources to ensure public safety and law enforcement effectiveness. This Agreement is being executed pursuant to Chapter 791 of the Government Code, commonly known as the Interlocal Cooperation Contract Act, and Chapter 362 of the Local Government Code, commonly known as the Mutual Aid Law Enforcement Services Act.

2. SCOPE OF COOPERATION

The Parties agree to collaborate and provide assistance to one another as follows:

- a. Emergency Response:** The Parties shall assist in responding to emergencies and major incidents that may arise within their jurisdictions.
- b. Natural Disasters:** In the event of a natural disaster, the Parties shall coordinate their efforts to provide necessary resources and support to affected areas.
- c. Maritime Security Operations:** The Parties shall work together to enhance maritime security operations, ensuring the safety and security of the Port of Galveston and surrounding waters.
- d. Special Events:** The Parties shall cooperate in the planning and execution of special events that may require additional law enforcement and public safety resources.
- e. Requesting Agency:** The law enforcement agency requesting law enforcement assistance from another Participating Agency.
- f. Providing Agency:** The law enforcement agency that agrees to render law enforcement assistance to the Requesting Agency.

3. REQUEST FOR ASSISTANCE

If either Party requires assistance, a formal request in writing shall be made to the other Party, specifying the nature of the assistance needed, the resources required, and the time frame of such assistance. The receiving Party shall respond to the request as promptly as possible. Each Party shall maintain the authority to refuse assistance based on its resources and operational capabilities at the time of the request.

4. RESOURCE SHARING

The Parties agree to share resources, including personnel, equipment, and information, to the extent permitted by law and available funding. Each Party shall maintain control over its own resources and shall not be obligated to assist if it would jeopardize its own operations.

5. COSTS AND REIMBURSEMENT

Each Party shall bear its own costs incurred in the performance of this INTERLOCAL unless otherwise agreed in writing. If one Party provides resources to the other, the providing Party shall be entitled to reimbursement for any direct costs incurred in providing such assistance. The Requesting Agency shall pay the salary and provide such benefits as it customarily provides to each law enforcement officer while they are under the command of the Requesting Agency. The Requesting Agency, in accordance with Chapter 791.011 of the Government Code and Chapter 362.003 of the Local Government Code, will, upon receipt of an invoice, reimburse the Providing Agency for payments made on behalf of each such officer within 30 days of the date of each request.

6. APPROVAL OF THE HEAD OF LAW ENFORCEMENT AGENCY

The Sheriff and the Chief of Police of each participating Agency, by executing this Agreement, agree to permit their law enforcement officers to perform law enforcement services on behalf of their political subdivision as is specified herein.

7. COMMAND OF REQUESTING AGENCY

Once a response has been approved and implemented by the Providing Agency, each law enforcement officer furnished to the Requesting Agency shall:

- a. report to and is under the command of the Requesting Agency's Chief Executive Officer (Chief of Police or Sheriff) or his designee;
- b. have all the powers of a regular law enforcement officer of the Requesting Agency as if such Requesting Agency employed the law enforcement officer or deputy;

- c. be required to respond to lawful orders given by the Requesting Agency's Chief Executive Officer (Chief of Police or Sheriff) or his designee; and
- d. shall have those law enforcement powers provided to peace officers by state law.

8. PAYMENT FROM CURRENT REVENUE

The Requesting Agency will make all payments from current revenues.

9. LIABILITY

The Requesting Agency is responsible for any civil liability that arises from the furnishing of services by the Providing Agency. Nothing in this agreement shall be construed to either add to or change the liability, limits, and immunities for either party provided by the Texas Tort Claims Act, Chapter 101, or the Texas Civil Practice and Remedies Code or other law. Neither shall it be construed to give rise to liability or responsibility for failure to respond to a request for assistance. Nor is it intended to benefit any third party or parties, and no third party shall have any right of action hereunder as a result of the parties entering into this Agreement.

10. NOTICE

All notices under this Agreement will be in writing and delivered either by personal delivery, electronic mail, or by United States certified mail, return receipt requested. Notice will be deemed given when received by a party's designated liaison or representative.

Galveston County:

Galveston County
Attn: County Judge
722 Moody Ave., 2nd Floor
Galveston, TX 77550
mark.henry@co.galveston.tx.us

With a Copy:

Galveston County
Attn: Sheriff
601 54th Street
Galveston, TX 77551
jimmy.fullen@galvestoncountytexas.gov

Port of Galveston:

Port of Galveston
Attn: Port Director
123 Rosenberg Street
Galveston, TX 77550
rrees@portofgalveston.com

With a Copy:

Port of Galveston Police Dept.
Attn: Chief of Police
2803 Wharf Rd.
Galveston, TX 77550
kbrown@portofgalveston.com

11. TERM AND TERMINATION

This INTERLOCAL shall commence on the date first written above and shall remain in effect until terminated by either Party upon thirty (30) days' written notice to the other Party. The termination of this INTERLOCAL shall not affect any obligations incurred before the effective date of termination.

12. AMENDMENTS

This INTERLOCAL may be amended or modified only by a written agreement signed by both Parties.

13. GOVERNING LAW

This INTERLOCAL shall be governed by and construed in accordance with the laws of the State of Texas.

14. SEVERABILITY

If any provision of this INTERLOCAL is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15. ENTIRE AGREEMENT

This INTERLOCAL constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior agreements, understandings, or representations, whether oral or written.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this INTERLOCAL as of the date first above written.

Galveston County

By: _____
Mark Henry, County Judge

Date Signed: _____

Attest:

Dwight D. Sullivan, County Clerk

Port of Galveston

By: _____
Rodger Rees, Port Director

Date Signed: 1/20/26

Galveston County Sheriff's Office

By: _____
Jimmy Fullen, Sheriff of
Galveston County, Texas

Date Signed: _____

Port of Galveston Police Dept.

By: _____
Kenneth Brown, Chief of Police

Date Signed: 01/22/2026