

**MEMORANDUM OF AGREEMENT BETWEEN  
UNITED STATES COAST GUARD  
AND  
THE CITY OF GALVESTON POLICE DEPARTMENT**

1. **PARTIES:** Parties to this Agreement are the United States Coast Guard (USCG) and the City of Galveston Police Department (GPD).
2. **AUTHORITY:** This MOA is authorized under 14 U.S.C. §701.
3. **PURPOSE:** The purpose of this MOA is to set forth the terms and conditions under which the Police Department will provide police protection services to the USCG's Sector Field Office (SFO) Galveston and its tenant commands: CGC HARRY CLAIBORNE, STATION GALVESTON, Aids-to Navigation Team Galveston, CGC SEA HORSE, CGC BELUGA, CGC CLAMP, CGC HATCHET, and all visiting USCG Cutters. This Agreement anticipates at least one coordinated active shooter drill, to be held at both parties convenience each calendar year. This agreement also sets forth the terms and conditions by which SFO Galveston will allow GPD's Marine Division (GPDMD) access to SFO facilities, specifically one floating pier, one boat ramp, and parking spaces, so that GPDMD may launch and recover their small boats for training, search and rescue, recovery or law enforcement response.

**4. RESPONSIBILITIES:**

**COAST GUARD:**

- a. On request made to the GPD via telephone number 911 or (409) 797-3702 by a representative of SFO Galveston or one of its tenant commands, GPD equipment and personnel will be dispatched to SFO Galveston as determined and directed by the GPD.
- b. Any request made by SFO Galveston or one of its tenant commands will include: (1) a description of the nature of the emergency to which response is requested, and (2) specify the location to which the equipment and personnel are to be dispatched.
- c. When GPD equipment and personnel are dispatched to SFO Galveston for an emergency, an SFO Galveston representative will brief the dispatched GPD personnel on (1) the type/nature of emergency and (2) actions currently being taken by USCG personnel. The representative will then guide GPD personnel (if safe to do so) or direct them to the location of the emergency.
- d. If the location of the emergency is onboard a USCG ship, a ship representative will meet the SFO Galveston Officer-of-the-Day (OOD) and GPD personnel at the pier/quarterdeck and provide additional/updated information on actions being taken and the specific location to which the equipment and personnel are to be dispatched.

- e. USCG will allow GPD to assist as First Responders to all personnel threats affecting SFO Galveston, its tenant commands or visiting ships.
- f. As an aid to implementing this MOA, USCG will allow members of the GPD, with prior arrangement with the Commanding Officer or his designated representative, to tour SFO Galveston and tenant commands for the purpose of familiarization and training.
- g. USCG will periodically meet with GPD to discuss potential threats to SFO and its tenant commands, and to coordinate an active shooter drill or other real life scenario.
- h. USCG will provide GPDMD access to the SFO facility and boat ramp in order for GPDMD to launch their small boats for training, search and rescue, recovery or law enforcement response.
- i. SFO will provide GPDMD adequate space for parking and temporary moorings for small boats during launch and recovery of the small boat.

**GPD/GPDMD:**

- a. When USCG requests GPD response via telephone number 911, GPD will dispatch police equipment and personnel to assist SFO Galveston.
- b. Following a proper request for police assistance, GPD will report to the main gate of SFO Galveston where a SFO Galveston representative will brief GPD responders on actions being taken and then guide or direct them to location where assistance is needed per paragraph 4(c) above.
- c. GPD will assist SFO Galveston, tenant commands, and visiting ships as First Responders to all personnel threats affecting SFO Galveston, its tenant commands and visiting ships.
- d. All equipment used by the GPD/GPDMD in carrying out this Agreement will, at the time of action hereunder, be owned, operated by, under the control of, or employed by GPD, and all personnel acting for the GPD under this Agreement will, at the time of such action, be an employee, volunteer member, or acting under the direction of GPD.
- d. Following all emergency responses under this Agreement, GPD will forward a copy of the incident report in its customary format to SFO Galveston, attention to the Commanding Officer.
- f. As an aid to implementing this MOA, members of GPD/GPDMD, with prior arrangement with the SFO Galveston designated representative, may tour the base or Cutters for the purpose of familiarization and to coordinate desired training.

- g. GPD will periodically meet with USCG to discuss potential threats to SFO and its tenant commands, and to coordinate an active shooter drill or other real life scenario.
- h. GPD will disseminate the information contained in this Agreement to the respective field offices and take necessary actions to ensure that the procedure herein agreed upon are applied in particular cases.
- i. GPDMD or GPD (dispatch) will contact the SFO Officer-On-Duty (OOD) in advance via phone (409) 682-0142 of arrival to SFO Galveston, when practicable, during normal workhours to coordinate base access to launch GPDMD small boats for training, search and rescue, recovery or law enforcement response. If access to launch small boat for search and rescue, recovery or law enforcement response is after normal workhours is required, GPDMD, GPD Dispatch or designated personnel must contact the SFO OOD in advance or upon arrival at the main gate to gain base access.
- j. GPDMD may park their official vehicle with attached boat trailer along the riprap to the left of the boat ramp after launching their small boat and only until GPDMD personnel complete SAR/LE/recovery/training evolutions. All official GPDMD vehicles not attached to the trailer may only park in marked parking spaces and only until completion of SAR/LE/recovery/training evolutions.
- k. GPD/GPDMD personnel must be in a GPD uniform, operating a GPD official “marked” vehicle and/or possess/present appropriate GPD identification to obtain base access at the SFO Galveston main gate.
- l. Upon completion of SAR/LE/recovery/training evolutions, GPDMD shall remove all vehicles, vessels, trailers and equipment from the base and notify the SFO Galveston OOD at (409) 682-0142 to inform him/her of GPDMD’s departure from the facility. GPDMD vehicles, vessels, trailers or equipment may only remain onboard SFO Galveston temporarily (typically not to exceed 24 hours) without advance written approval of the SFO Galveston Commanding Officer.
- m. GPDMD will surrender their assigned vehicle/trailer parking and/or temporary boat mooring locations to SFO Galveston’s permanent tenants when instructed to do so by the SFO Galveston OOD, Commanding Officer or Executive Officer.
- n. GPD/GPDMD will review this MOA on a periodic bases or as conditions warrant to ensure its continued vitality.

**5. POINTS OF CONTACT:**

- a. SFO Galveston point of contact is the, Command Security and Senior Watch Officer, USCG SFO Galveston, 3000 Fort Point road, Galveston, TX 77550, phone number (409) 766-4724, duty cell phone number (813) 527-5644, and email: shane.e.wetterstrom@uscg.mil.

- b. GPD point of contact is Chief Vernon Hale, Galveston Police Department, 601 54<sup>th</sup> ST, Galveston, TX 77551, phone number (409) 765-3790, duty cell phone number (409) 765-3702, and email: vernonhale@galvestontx.gov.

**6. OTHER PROVISIONS:**

- a. Nothing in this Agreement is intended to conflict with current law, regulations or directives of the U.S. Coast Guard, Department of Homeland Security or the Galveston Police Department. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions shall remain in full force and effect.
- b. The U.S. Coast Guard is an agency of the Federal Government, and as such, is self-insured for tort and contract liability or any other damages caused by the official activities of the U.S. Coast Guard.
- c. The United States' liability for damage to or loss of property, personal injury, or death resulting from the official activities of the USCG shall be governed by relevant Federal statutes, including the Federal Tort Claims Act, (28 U.S.C. § 2671-2680).
- d. No agency relationship is created between the GPD and USCG by this agreement. Accordingly, GPD employees shall not be deemed Federal officers, or employees of the Federal government under this agreement for any purpose.

**7. EFFECTIVE DATE:** The terms of this MOA will become effective immediately upon the date subscribed by the last signatory and shall remain in effect for a period of one year from the date of final execution and shall be automatically renewed for successive one year periods, but not to exceed five years.

**8. MODIFICATIONS:** This agreement may be modified upon the mutual written consent of the parties.

**9. TERMINATION:** The terms of this agreement, as modified with the consent of both parties, will remain in effect for a period of one year from the date of final execution and shall be automatically renewed for successive one year periods. Either party, upon 30 days written notice to the other party, may terminate this agreement.

\_\_\_\_\_ Date: \_\_\_\_\_  
E. A. CAIN, CDR, USCG  
Commanding Officer  
USCG Sector Field Office Galveston

\_\_\_\_\_ Date: \_\_\_\_\_  
V. L. Hale  
Chief  
Galveston Police Department