

STATE OF TEXAS)
)
COUNTY OF WEBB)

INTERLOCAL AGREEMENT

This agreement is entered into on the _____ day of _____ 2014, by and between the County of Webb, Texas, hereinafter called "County" and the City of Laredo, Texas, hereinafter called "City." The County of Webb, Texas, through this Interlocal Agreement, is acting on behalf of the Webb County Sheriff's Office ("WCSO"). The City of Laredo, Texas, through this Interlocal Agreement, is acting on behalf of the Laredo Police Department ("LPD").

WITNESSETH:

Whereas, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

Whereas, Operation Stonegarden ("OPSG") is funded by the Department of Homeland Security ("DHS") and led by the Customs and Border Protection Border Patrol, to support overtime, fringe benefits, certain pre-approved law enforcement equipment for operational purposes to state, local, and tribal agencies for the purpose of enhancing border security and to enhance cooperation and coordination between Federal, State, and local law enforcement agencies in a joint mission to secure the U.S. borders along routes of ingress and egress leading to and from the U.S./Mexico border; and

Whereas, Webb County through the Webb County Sheriff's Office ("WCSO"), wherein WCSO is identified as the lead agency, and the City of Laredo, Texas on behalf of the Laredo Police Department ("LPD"), submitted a joint application to OPSG for a grant award (the "OPSG Grant") to enhance their capability to detect, prevent, and deter terrorists, weapons of mass effect, transnational gangs, smuggling of contraband, and human trafficking; and

Whereas, Webb County acting through WCSO will be the lead participating agency for application and administration of funds for the OPSG Grant; and

Whereas, if the OPSG Grant is awarded, officers performing duties under the OPSG Grant will enhance border security, supporting the DHS mission and the National Border Patrol Strategy, notwithstanding that, the WCSO and LPD will not be involved in immigration enforcement; and

Whereas, such a consolidated effort to reduce crime in the border community will ultimately improve the quality of life for the residents in the City of Laredo and County of Webb, Texas; furthermore such a consolidated effort is in each party's best interest and that of the public; and will increase the effective and efficient functioning of each party ; and

Whereas, the County and the City of Laredo are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law;

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

1. The County has prepared and submitted an application for funds under OPSG. The funds were allocated as follows:

Fiscal Year 2013 Operation Stonegarden (OPSG)	
LPD Total FY 2013 Amount:	\$763,914.00
Initial Grant Award:	\$501,764.00
Award Period Start:	February 1, 2014
CFDA:	97.067

The County and the City agree to use their respective share of the OPSG Grant Award only for eligible costs under the OPSG Grant, and to comply with all grant requirements. The parties agree that they shall not use OPSG funds to supplant inherent routine patrol and law enforcement operation or activities to perform other activities not directly related to providing an enhanced law enforcement presence in the City of Laredo and County of Webb, Texas.

2. The City of Laredo will comply with the provisions of the OPSG Grant and provide to the County any information that the County will need to submit to the reports as required under the OPSG Grant.

3. This Agreement shall become effective upon the award to and acceptance by the County of the OPSG Grant and shall remain in effect until the expiration of the OPSG Grant. In the event that no OPSG Grant is awarded, this agreement shall be void.

4. All expenditure requests must have THSSAA approval prior to purchase. Requests for reimbursement should be submitted to the THSSAA at the earliest possible opportunity. This will allow for the THSSAA to draw down funds in a timely manner. All minimum supporting documentation requirements must be met when submitting expenses to the THSSAA for reimbursement. Omitting the proper supporting documentation will result in delay and possible denial of the reimbursement request.

5. The City of Laredo shall maintain and make available for inspection, audit or reproduction, by an authorized representative of the County, state, or federal government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called Records. In particular, LPD shall maintain financial and supporting documents, statistical records and any other Records pertinent to the services for which a claim or expense report has been submitted. The Records and documents must be kept for a minimum of three years after the end of the contract period, or longer if otherwise required by law. If any litigation, claim or audit involving these records commences before the three year period expires, the City of Laredo must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved.

6. The County and the City of Laredo each agree to observe all local, federal and state laws, rules and regulations that in any manner affect or govern the procurement of goods and services necessitated to carry out this Agreement and the services to be performed under this Agreement

7. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

8. A waiver by either party to this Agreement of any breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Each party reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes. No provision of this agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable. Therefore, this agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party under law.

10. This agreement is entered into in Webb County, Texas and venue for the enforcement of this agreement shall lie in Webb County, Texas. The laws of the State of Texas shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it.

11. This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

12. This agreement may not be assigned by either party in whole or in part.

13. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

14. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.

15. If any word, phrase, clause, paragraph, sentence, part or provision of this agreement or application thereof to any person or circumstance shall be held to be invalid or unconstitutional, the remainder of the agreement shall nevertheless be valid.

16. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested, addressed to the respective other party at the address prescribed below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party:

Notice shall be made to:

To the County: County Judge

County of Webb
Webb County Courthouse
1000 Houston St, 3rd Floor
Laredo, Texas 78040

COPY TO: Webb County Sheriff's Office

Attention: Martin Cuellar
902 Victoria Street
Laredo, Texas 78040

CITY: City of Laredo

Attention: City Manager's Office
1110 Houston Street
Laredo, TX 78040-8019

COPY TO: Laredo Police Department

Attention: Office of the Chief of Police
4712 Maher Avenue
Laredo, TX 78041-3856

IN WITNESS WHEREOF, said County of Webb and said City of Laredo have caused these presents to be executed in their behalf respectively by their proper officers thereto duly authorized and their corporate seal to be hereto affixed, the day and year as noted below.

[Signatures Follow on Next Page]

COUNTY OF WEBB

By: _____

**DANNY VALDEZ
WEBB COUNTY JUDGE**

**MARTIN CUELLAR
WEBB COUNTY SHERIFF**

ATTESTED:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco A. Montemayor
Webb County Attorney*

*By Law, the County Attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties.

Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney.

CITY OF LAREDO

By: _____
Carlos R. Villarreal
City Manager

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO CONTENT:

Raymond Garner
Chief of Police

DRAFT