

THE STATE OF TEXAS §
 § **Contract No.**
COUNTY OF Webb County §

CONTRACT FOR HIDTA SERVICES

THIS AGREEMENT made and entered on this 1st day of January 2016, by and between The Laredo Police Department hereinafter LPD and Webb County Sheriff's office, hereinafter Webb Co. SO.

WHEREAS, the EXECUTIVE COMMITTEE for the SOUTHWEST BORDER HIGH INTENSITY DRUG TRAFFICKING AREA SOUTH TEXAS REGION hereinafter known as "HIDTA" has selected Webb Co. SO to serve as HIDTA Task Force participant;

WHEREAS, Webb Co. SO, has expertise in the area of drug interdiction, intelligence collection/dissemination, special investigations, asset forfeitures and law enforcement and;

WHEREAS, LPD and Webb Co. SO are authorized to enter into this Agreement that meets the approval of the HIDTA EXECUTIVE COMMITTEE; and

NOW THEREFORE, in consideration of the county benefit herein contained, it is agreed as follows:

1. HIRING OF CONTRACTOR:

LPD hereby hires Webb Co. SO to provide professional services under the terms and conditions stated, and Webb Co. SO hereby agrees and accepts to perform such services.

2. DUTIES AND RESPONSIBILITIES:

Webb Co. SO shall be responsible for the successful implementation of the HIDTA EXECUTIVE COMMITTEE's Strategy and Policies. The principal responsibilities of Webb Co. SO shall be to:

- a. to accomplish the objectives of the Laredo Police Department HIDTA Task Force, the Webb Co. SO agrees to detail 2 experienced officer(s) to the Laredo Police Department HIDTA Task Force for a period of one year. During this period of assignment, the 2 officer(s) will be under the supervision of the Task Force.

- b. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;

- c. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
- d. conduct drug trafficking and money laundering investigations utilizing traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
- e. The 2 officer(s) assigned to the Task Force shall adhere to Federal, state and local agency policies and procedures as required. Failure to adhere to policies and procedures shall be grounds for dismissal from the Task Force.
- f. The Webb Co. SO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles, Federal and local policies to facilitate on-site inspection and auditing of such records and accounts. The Webb Co. SO shall maintain all such reports and records until all litigation, claims, audits, and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is later.
- g. The Webb Co SO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

3. **CONFIDENTIALITY OF DATA:**

All financial, statistical, personal, technical, and law enforcement sensitive data and information related to the work performed by Webb Co. SO, or which becomes available to Webb Co. SO in carrying out this Agreement, shall be protected for and on behalf of the HIDTA by Webb Co. SO from unauthorized use or unauthorized disclosure.

4. **LIABILITY:**

Webb Co. SO agrees and understands that Contractor shall not be provided legal representation for any claims or causes of action arising from Contractor's performance hereunder.

5. **PROFESSIONAL LIABILITY:**

In connection with the provision of Webb Co. Sheriff's Office duties, Webb Co SO shall indemnify, defend, and hold LPD and its employees harmless for any and all claims, lawsuits, legal expenses, and any other costs related to the performance or non-performance of this Agreement.

6. **NON-APPROPRIATION OF FUNDS:**

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this contract on behalf of LPD, then LPD shall notify Webb Co. SO and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expenses to the LPD.

7. **NON-APPROPRIATION OF FUNDS:**

It is specifically understood and agreed, that in the event no funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this contract on behalf of LPD, then LPD shall notify Webb Co. SO and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expenses to the LPD.

8. **INDEPENDENT CONTRACTOR:**

In performing the services herein specified, Webb Co SO is acting as an independent contractor, and Webb Co. SO shall not be considered an employee of LPD. In no event shall this be construed as establishing a partnership or joint venture or similar relationships between the parties hereto, and nothing contained herein shall be construed as creating the relationship of employer and employee between LPD and Webb Co SO. Webb Co. SO staff shall not be eligible for any employee benefit plan offered by LPD.

9. **DURATION AND TERMINATION:**

Webb Co. SO shall enter into service for the period beginning, January 1st 2016 through , December 31st 2016 Webb Co. SO, LPD, and/or the HIDTA EXECUTIVE COMMITTEE may terminate this Agreement without cause by giving thirty (30) days

written notice to the other party. All personnel actions require a majority vote by the EXECUTIVE COMMITTEE. Once notice of termination is given by Webb Co. SO, LPD, and/or the HIDTA EXECUTIVE COMMITTEE, the Webb Co. SO must immediately return all materials that belong to the initiative and may not return to the premises for any reason without written authorization by the HIDTA EXECUTIVE COMMITTEE.

10. LAWS GOVERNING CONTRACT:

For purpose of determining the place of Agreement and the laws governing same, this Agreement is entered into in the County of Webb, Texas, and shall be governed by the laws of Texas with venue in Webb County.

11. ENTIRE AGREEMENT:

This Agreement constitutes and expresses the entire Agreement between the parties and shall not be amended or modified except by written instrument signed by both parties.

12. ASSIGNMENT OF SUBLETTING:

This Agreement shall not be assigned or sublet in whole or in part.

13. COMPLIANCE WITH ALL LAWS:

Both parties will act, at all times, in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws, including the HIDTA Program Policy and Budget Guidance (dated September 21, 2012) and the Southwest Border HIDTA South Texas Region Executive Committee Charter.

14. NOTICES:

Any notice or writing required or permitted to be given under the terms of this Agreement shall be regarded as delivered when a copy of same has been delivered to the party entitled to receive it by Certified Mail, Return Receipt Requested, or by personal deliver at the address below or such address as a party my designate by written notice to the other party.

TO CONTRACTOR

Webb County Sheriff's Office
902 Victoria Street
Laredo, Texas
78040

TO LPD

Laredo Police Department
4712 Maher Street
Laredo Texas
78041

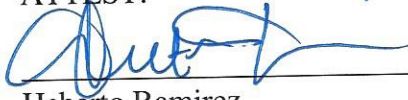
SIGNED and executed on this _____ day of _____, 2016.

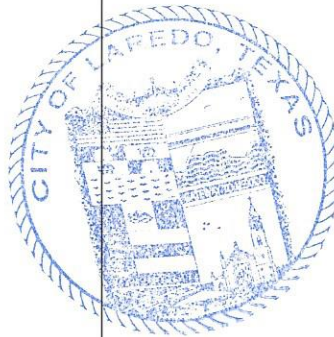
Funding Agency Representative
Title

Task Force Participating Agency Rep\
Title



Pete Saenz
Mayor

ATTEST:


Heberto Ramirez
Acting City Secretary



APPROVED AS TO FORM:


Raul Casso
City Attorney

Approved as to Form:

ATTESTED BY:

HIDTA Director


Funding Agency Attestor
Title