



UT Health
San Antonio

August 12, 2019

Martin Cuellar
Sheriff
Office of the Webb County Sheriff
902 Victoria St.
Laredo, Texas 78040

Dear Sheriff Cuellar;

The University of Texas System Police- Health Science Center San Antonio is seeking Accreditation through the Commission on Accreditation for Law Enforcement Agencies, (CALEA) and are working through the self-evaluation phase of the process.

While reviewing standards, we learned we did not have a Memorandums of Understanding in place with your agency. For this reason, we have created an MOU between our agencies.

Please review, sign and return at your earliest convenience. Thank you in advance for your consideration. Please feel free to contact me anytime should you have additional questions or if I may be of further assistance. I may be reached at (210) 845-3296.

Sincerely,

Bobby E. Lane
Assistant Chief of Police
University of Texas System
laneb@uthscsa.edu
Office: 210-567-6822
Cell: 210-845-3296

STATE OF TEXAS)
)
COUNTY OF WEBB)

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (hereinafter “agreement”) is entered into by and between the UNIVERSITY OF TEXAS SYSTEM POLICE – HEALTH SCIENCE CENTER AT SAN ANTONIO (UTHSCSAPD), whose address is 7703 Floyd Curl Drive, San Antonio, Texas 78229, and the WEBB COUNTY SHERIFF OFFICE (WCSO), whose address is, 902 Victoria Street, Laredo, Texas 78040.

I. PURPOSE

The purpose of this agreement is to establish the terms and conditions by which either party may request aid and assistance from the other party in responding to an emergency or disaster that exceeds the resources available in the requesting party’s territorial jurisdiction.

Section 51.203 of the Texas Education Code provides for the governing boards of each state institution of higher education to employ and commission peace officers for the purpose of providing police services to all property owned, leased, rented or otherwise under the control of the institution of higher education that employs the peace officer. The University of Texas Health Science Center at San Antonio Police Department’s geographical boundaries covered by this agreement are described as follows: UTHSCSA Laredo Campus, 1937 Bustamante St, and all other properties acquired, owned, leased, or under the control of the UTHSCSA PD that are in Webb County. The Webb County Sheriff Office geographical boundaries covered by this agreement are described as follows: 902 Victoria St and all other properties within the geographical boundaries of Webb County.

II. TERM OF AGREEMENT

This agreement is effective upon the day and date of the last signature affixed hereto. This agreement shall remain in full force and effect until terminated by the parties. The agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which shall be delivered to the other party by hand or by certified mail sent to the address listed herein.

III. ANNUAL REVIEW

This agreement will be reviewed by the UTHSCSAPD and the WCSO on an annual basis during the month of January. Changes may be made at any time upon mutual agreement by the Chief of UTHSCSA and Sheriff of Webb County.

IV. DEFINITIONS

“Assistance” includes a party’s local emergency response agency personnel, equipment, facilities, services, supplies, aid, and other resources which are requested by recipient from provider.

“Authorized Representative” means the parties’ employee(s) who are authorized to request, to offer, or to otherwise provide assistance under the terms of this agreement. A list of authorized representatives identified by name and position or office, shall be attached to the executed copy of this agreement. Unless otherwise notified, in the event of personnel changes the parties agree that a successor to a position or office is a duly authorized representative.

“Disaster” means any emergency which has been officially declared a “disaster” by gubernatorial or presidential executive order.

“Emergency” means any incident or situation that has occurred, is occurring, or will occur in the immediate future, that poses a major threat to public safety and causes or threatens to cause loss of life, serious injury, significant damage to property, or major harm to public health or the environment, as a result of an occurrence or imminent threat of widespread or severe damage or loss of life or property, resulting from a natural, technological, or man-made emergency situation, and which a local entity has declared as being beyond the capabilities of its local emergency response agencies.

“Employee” means a person providing emergency response services who is under the exclusive direction or control of a party or local emergency response agency, whether the person is compensated for those services (e.g. wages) or is employed in a volunteer capacity.

“Local entity” means a municipality, county, or fire district.

“Provider” means the party that furnishes, or is requested to furnish, assistance under the terms of this agreement.

“Recipient” means the party that requests or receives assistance under the terms of this agreement.

V. REQUEST FOR ASSISTANCE

Outside a peace officer's primary jurisdiction, a peace officer commissioned under Section 51.203 of the Texas Education Code is vested with all the powers, privileges, and immunities of peace officers and may arrest any person who violates any law of the state if the peace officer: is summoned by another law enforcement agency to provide assistance, is assisting another law enforcement agency, or is otherwise performing his duties as a peace officer for the institution of higher education that employs the peace officer.

The UTHSCSAPD shall notify WCSO of any incident or situation on any property owned, leased, or under the control of the UTHSCSAPD that may affect the safety of the residents of Webb County not residing on said property. Requests for assistance must be transmitted by an authorized representative of recipient.

The WCSO shall notify the UTHSCSAPD of any incident or situation on any property within the city limits of the WCSO that may affect the safety of the residents on any property owned, leased, or under the control of the UTHSCSAPD. Requests for assistance must be transmitted by an authorized representative of recipient.

VI. PROCEDURES FOR REQUESTING MUTUAL AID

Identification of the command structure and the contact person(s) to which provider's personnel will report upon arrival at the designated location, and who will coordinate communications between provider's personnel and recipient.

Identification of the type(s) of sites, structures, or buildings outside of recipient's geographical limits being requested to serve. A property list shall be attached to the executed copy of this agreement.

Rights and Privileges: Assurances that provider's personnel rendering assistance under the terms of this agreement shall have the same powers, duties, rights, privileges and immunities incidental to their regular employment or position with provider.

Should UTHSCSAPD request the assistance of the **WCSO Crime Scene Unit (CSU)** for the purpose of collecting and preserving evidence, the WCSO shall be granted control of the crime scene. The UTHSCSAPD will support and assist the CSU as directed by the ranking WCSO deputy at the scene. WCSO shall involve and coordinate the processing of the crime scene with the UTHSCSAPD. The UTHSCSAPD shall be responsible for the storage, preservation, and processing of all physical evidence, unless WCSO agrees, at the request of the UTHSCSAPD, to assume the responsibility for the investigation and case management of the incident.

Should UTHSCSAPD request the assistance of the **WCSO Special Operations Units** in incidents involving the discovery of suspected explosive ordinance devices, a barricaded person or a hostage situation, or building or area searches, the WCSO shall be granted control of the scene. The UTHSCSAPD will support and assist the WCSO Special Operations Unit, as directed by the ranking WCSO deputy at the scene. The WCSO shall involve and coordinate the resolution of the incident with the UTHSCSAPD. Upon resolution of the incident, the area shall be returned to the control of the ranking UTHSCSAPD officer at the scene. The UTHSCSAPD shall be responsible for the investigation and case management of the incident, unless WCSO agrees, at the request of the UTHSCSAPD, to assume the responsibility for the investigation.

Should UTHSCSAPD request the assistance of the **WCSO Criminal Investigation Detail (CID)** in the investigation of an offense which occurred on UTHSCSA property, the WCSO, upon agreement, will assume responsibility for the investigation and case management of the incident. The WCSO will involve and coordinate the investigation with the UTHSCSAPD. Said investigative assistance may not necessarily include the assistance outlined in paragraphs 4 and 5 above.

When it is necessary for the WCSO to execute a warrant or conduct an investigation on any property owned, leased, or under the control of the UTHSCSAPD, the WCSO shall contact the UTHSCSAPD and request a UTHSCSAPD officer accompany the WCSO deputy. WCSO shall refrain from interrupting a class to execute an arrest or search warrant. In the event of "fresh" or "hot" pursuit, the WCSO communications unit shall attempt to notify the UTHSCSAPD as soon as possible, and the WCSO deputy will proceed as necessary.

When it is necessary for the UTHSCSAPD to execute a warrant or conduct an investigation within Webb County, excluding any property owned, leased, or under the control of the UTHSCSA, the UTHSCSAPD shall contact WCSO and request a WCSO deputy accompany the UTHSCSAPD officer. In the event of "fresh" or "hot" pursuit, the UTHSCSAPD communications unit shall notify the WCSO as soon as possible, and the UTHSCSAPD officer will proceed as necessary.

VII. PAYMENT

Equipment, personnel, and/or services provided pursuant to this agreement shall be at no charge to the party requesting aid, unless agreed upon by the Chief of UTHSCSA PD and the Sheriff of WCSO.

VIII. WAIVER OF CLAIMS

Each party to this agreement waives any and all claims against the other party to this agreement which may arise out of their activities with respect to this agreement.

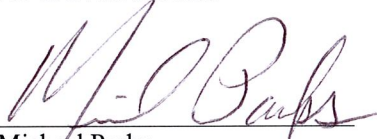
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IX. SIGNATURES

In witness whereof, the parties to this agreement through their duly authorized officials or representatives, hereby execute this agreement on the dates set out below, and in doing so certify that each has read, understood, and agreed to the terms and conditions of this agreement as set forth herein and has the authority to enter into this legally binding contractual agreement.

IN WITNESS OF WHICH THIS MUTUAL AID AGREEMENT has been executed on this _____ day of _____, 2019.

UNIVERSITY OF TEXAS SYSTEM
POLICE - HEALTH SCIENCE CENTER
AT SAN ANTONIO



Michael Parks
Chief of Police

WEBB COUNTY SHERIFF OFFICE

Martin Cuellar
Sheriff of Webb County

Authorized Representative

Command Staff:	Phone Number:	Email:
Chief Michael Parks	210-450-8727	Parksm@uthscsa.edu
Assistant Chief Bobby Lane	210-567-6822	laneb@uthscsa.edu
Inspector George Pettit	210-450-8384	pettitg@uthscsa.edu
LT. Richard Wilson	210-567-2802	wilsonrt@uthscsa.edu
LT. Richard Patterson	210-567-2796	pattersonr@uthscsa.edu
LT. Marcus Williams	210-567-0643	williamsm5@uthscsa.edu
LT. Carl Boatright	210-450-8388	boatright@uthscsa.edu

Webb County Building List

BUILDING ABBREVIATION	BUILDING NAME
DDH	D.D. HACHAR BUILDING 1937 BUSTAMANTE ST. LAREDO, TX (78041)
LLL	LAREDO ACADEMIC BUILDING 1937 BUSTAMANTE ST. LAREDO, TX (78041)
LSB	LAREDO BUS BARN 1937 BUSTAMANTE ST. LAREDO, TX (78041)
FSB	FACILITIES STORAGE BUILDING 1937 BUSTAMANTE ST. LAREDO, TX (78041)

DENOTES CHANGE AS OF 2/2019

LIST MAINTAINED BY FACILITY SPACE PLANNING AND REAL ESTATE, CALL 567-7054 WITH QUESTIONS

