

INTERLOCAL MUTUAL AID AGREEMENT

BETWEEN WEBB COUNTY AND

JIM WELLS COUNTY

This agreement is made, entered into and executed by and between the County of Webb, a body corporate and politic under the laws of the State of Texas, referred to as "Webb County", and County of Jim Wells, a body corporate and politic under the laws of the State of Texas, referred to as "Jims Wells County", pursuant to the Interlocal Cooperation Act, Texas Gov't Code Ann. §791.001.

WHEREAS, pursuant to the provisions of the Texas Local Government Code Chapter 362 (Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and Certain Other Local Governments), a county and a municipality, or another county may, pursuant to order or resolution of its governing body, enter into a Mutual Aid Agreement to assist in the criminal and narcotic investigations and law enforcement;

WHEREAS, pursuant to the provisions of Texas Government Code Chapter 791 (Interlocal Cooperation Act) ,a local governmental body may contract or agree with one or more local government bodies for the performance of governmental functions in which the contracting parties are mutually interested;

WHEREAS, the parties to this agreement can better utilized the law enforcement resources of the cities and the county by the coordination of crime interdiction efforts between the Webb County Sheriff's Office, and the Jim Wells County Sheriff's Office, and;

WHEREAS, this agreement states the purpose, terms, rights, objectives, duties, and responsibilities of the parties to this agreement.

NOW THEREFORE, for and in consideration of the premises and the mutual promises, covenants and agreements set forth in this agreement, the parties enter into this agreement under the following terms and conditions:

I. Definitions

Law enforcement agency shall mean one or more of the law enforcement agencies that are parties to this agreement.

Law enforcement officer shall have the meaning provided by Texas Local Government Code Section 362.001 (2).

Lead agency shall mean the law enforcement agency that initiates the criminal investigation within the jurisdictional limits of the political subdivision for which the agency provides law enforcement services.

II. Purpose of Agreement

The purpose of the agreement is to create and establish a joint effort between Webb County, and Jim Wells County, by utilizing their respective law enforcement agency to combat crime throughout the jurisdictional limits of the cities and county who are parties to this agreement. Pursuant to order or resolution of the governing bodies of the parties to this agreement, the parties to this agreement have entered into this agreement to (1) form a mutual aid law enforcement between agencies to cooperate in crime interdiction efforts and related criminal investigations, (2) to provide additional investigative and arrest authority to law enforcement officers employed by the law enforcement agencies within the jurisdictional limits of the political subdivisions that are parties to this agreement, and (3) to each provide for the payment of expenses incurred in the performance of their respective law enforcement activities during these operations.

III. Personnel and Equipment

Each law enforcement agency shall assign law enforcement officers and shall provide all necessary vehicles and equipment for the law enforcement officers assigned. All personnel assigned shall remain the employees of the party making the assignment, and, shall **not** be considered as employees, agents, or servants, of any other party to this agreement. All compensation for services of law enforcement officers assigned during these enforcement operations shall be paid by the party making the assignment. All supplies and expenses incurred by the law enforcement officer while participating during these enforcement operations shall be paid by the law enforcement agency that acquired the supplies or incurred the expense.

IV. Administration and Supervision

The lead agency shall have the sole responsibility for the direction and supervision of the activities of the law enforcement officers during the law enforcement operations. All law enforcement officers assigned shall be under the direct command of the lead agency.

Notwithstanding the provisions of the preceding paragraph, the heads of the law enforcement agencies shall have the sole directions in the assignment of law enforcement officers who are employed by the assigning party during the enforcement

operations, including the time period of the assignment. The heads of the law enforcement agencies shall also have sole discretion in the assignment of vehicles, K-9 units and other equipment and supplies owned or under the control of the assigning party, including the time period of the assignment.

V. Extend of Authority

Any law enforcement officer assigned to conduct these law enforcement operations shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the political subdivisions that are parties to this agreement, including the power to make arrests and to execute search warrants.

VI. Employees Status

A law enforcement officer that is regularly employed by one of the law enforcement agencies shall remain an employee of that agency. However, the law enforcement officer shall be considered, for the purpose of making an arrest at any location within the jurisdictional limits of any political subdivision that is a party to this agreement, to be in service of and a peace officer under the command and supervision of the lead agency. The law enforcement officer who is assigned to participate in these operations shall have all the powers of a regular law enforcement officer anywhere within the jurisdictional limits of the political subdivision that is a party to this agreement. Qualification for office by the law enforcement officer with the law enforcement agency that assigned the officer to participate in these operations shall constitute qualification for office within the lead agency and no additional cost, bond or compensation is required. The party who assigns a law enforcement officer to these operations shall remain solely responsible for the health, safety, acts or omissions of the assigned officer, and, shall, to the extent authorized by law, indemnify the other parties to this agreement for any and all liability and damages of whatsoever nature caused by the assigned officer. In further recognition of the benefits to be gained by the participating entities, it is agreed that no party to this agreement shall request reimbursement for any services performed pursuant to this agreement from another party to this agreement. No seizure made by an outside agency not part of this agreement will be subject to this agreement unless it is part of a special operation or directed action.

VII. Compensation of Assigned Law Enforcement Officers

The party employing the law enforcement officers assigned shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel food, and lodging expenses incurred by the assigned officer in the performance of the law enforcement operation activities.

VIII. Civil Liability and Indemnification

It is further agreed that, in the event any law enforcement officer assigned shall be cited as a defendant party to any civil lawsuit, State or Federal, arising out of the officers acts while engaging in authorized participation of the law enforcement operations, the assigned law enforcement officer shall be entitled to the same benefits from the assigning party that such law enforcement officer would be entitled to receive had such civil action arisen out of an official act within the scope of the assigned officer's duties as a member and in the jurisdiction of the law enforcement agency from which the officer was assigned.

It is further agreed that each party to this agreement shall hold every other party and that party's officials, employees, and agents, harmless from any and all liability, including by not limited to, any property, physical or non-physical damages or loss incurred by third parties, or by officers, employees or agents of any particular party or by any participating party, of whatsoever nature. This hold harmless agreement shall also include, but is not limited to, omissions or acts of negligence, gross negligence or intentional acts, as a result of any officer or employee of any party to this agreement in the performance of authorized activities while participating during the law enforcement operations.

Assignment to and performance of authorized activities during the law enforcement operations by a law enforcement officer shall not constitute service of another county, municipality, department or agency, so as to make such assigned officer a borrowed servant of any other party to this agreement. A law enforcement officer assigned to participate in the law enforcement operations shall be considered to be performing services for the assigning entity and not in the performance of services on behalf of any other party to this agreement. If a court of competent jurisdiction shall hold that any law enforcement officer assigned is a borrowed servant of another party to this agreement, then the party who assigned the officer shall indemnify and hold harmless such party as provided above.

IX. Disposition of Forfeited Assets

The Sheriff of Webb County, the Sheriff of Webb County, and the Sheriff of Jim Wells County, agree that any illegal contraband or assets seized as a result of law enforcement activities of the participating agencies shall be promptly submitted to the appropriate lawful authority for forfeiture proceedings under state or federal law. In the event that the contraband or assets are forfeited to one or more of the law enforcement agencies, then the forfeited property or proceeds shall be divided equally amongst the law enforcement agencies that actually participated in the seizure of the forfeited assets.

All parties agree that any property or proceeds forfeited to any party under this agreement shall be under and administered in accordance with the provisions of state or federal law.

X. Term of Agreement

This agreement shall be in full force and effect for a period of two (2) years beginning on October 1, 2019 and ending of September 30, 2021.

This agreement shall automatically renew every two years. Any party to this agreement may terminate this agreement for any reason or for no reason at all upon thirty (30) days written notice to all other parties to this agreement.

XI. Payment from Current Funds

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

XII. Alternative Dispute Resolution

In any dispute between the parties relating to task force activities, all parties involved will cooperate in good faith to resolve the dispute. Prior to the filing of a lawsuit, the parties shall:

1. Meet in an informal conference to attempt resolution of any disputes.
2. In the event the dispute is not resolved at the informal conference, submit the dispute to mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code.

XIII. Notices

Any notice proved for under the terms of this contract by either party to the other shall be in writing and may be effected by personal delivery or by registered or certified mail, return receipt requested.

Notice shall be sent or delivered as follows:

Webb County	Jim Wells County
Honorable Tano Tijerina	c/o _____ County
c/o Webb County Judge	Judge _____
1000 Houston Street 2 nd FL	_____
Laredo, TX 78041	_____, Texas 78_____

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with provisions of this Paragraph.

XIV. Legal Construction

This agreement shall be interpreted, construed, and governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction.

In the event that any section, subsection, or paragraph of this agreement is held invalid or unenforceable by a court of competent jurisdiction, such termination shall not affect the remainder of the agreement and shall be given full force and effect as if said invalid section, subsection or paragraph had not been included herein.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision hereof.

XV. Prior Agreements

This contract supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract and contains all of the covenants and agreements between the parties with respect to the subject matter.

Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

XVI. Law Governing

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, and shall only be enforceable in Texas State District Court.

XVII. Severability

In case anyone or more of the provisions contained in this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal or unenforceable provisions shall not affect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN TESTIMONY WHEREOF, this instrument has been executed in duplicate counterparts, each to have the force and effect of an original as follows:

a) It has been executed on behalf of Webb County on the _____ day of _____, 20____, by the County Judge of Webb County, Texas under an Order of the Commissioners Court of Webb County, Texas, sitting as the governing body of Webb County, authorizing the execution: and

b) It has been executed on behalf of _____ County on the _____ day of _____, 20_____ by the County Judge of _____ County, Texas under an Order of the Commissioners Court of _____ County, Texas, sitting as the governing body of _____ County, authorizing the execution.

Tano Tijerina
Webb County Judge

Jim Wells County Judge

Martin Cuellar, Sheriff
Webb County

_____, Sheriff
Jim Wells County