

**MEMORANDUM OF UNDERSTANDING PERTAINING
TO THE LAREDO-WEBB COUNTY ANIMAL CRUELTY
TASK FORCE**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Laredo, Texas, a municipal corporation (the “City”), Webb County, a Texas political subdivision (the “County”), and Laredo Crime Stoppers, a Texas non-profit corporation (“Crime Stoppers”). This Memorandum of Understanding (“MOU”) will serve to establish the terms and conditions under which the City, the County, and Crime Stoppers, hereafter the “Parties,” participate in a city-wide Animal Cruelty Task Force, created for the purpose of ensuring maximum coordination in the reporting, management and investigation of allegations of animal abuse and/or neglect.

WHEREAS, it is in the best interest of the citizens of City of Laredo and Webb County for the various governmental entities and non-profit entities located in Webb County to cooperate in the provision of services where such cooperation will result in a more efficient, higher quality and/or more cost effective provision of such services; and

WHEREAS, the City of Laredo and Webb County have an interest in preventing cruelty to animals and enforcing animal cruelty laws; and

WHEREAS, the City of Laredo and Webb County have an interest in engaging the talents and expertise of capable individuals to address these important interests;

WHEREAS, the City of Laredo and the Webb County desire to establish and participate in an Animal Cruelty Task Force to address these important interests;

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom by the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually understood and agreed by the Parties as follows:

The purpose of the MOU is to ensure maximum coordination in the management of allegations of abuse or neglect of animals in the City of Laredo. The parties all have roles in responding to suspected abuse or neglect of animals. These roles, which are governed by statute, regulation and policy, mandate that each Party conduct specific activities with respect to allegations of animal abuse and/or neglect. Through this MOU, each Party agrees to cross-refer, cooperate and communicate in the management and investigation of such allegations and maintain the confidentiality of any confidential information obtained or exchanged during the course of any investigations.

The Parties have agreed to participate in the Laredo Webb County Animal Cruelty Task Force (the “Task Force”), and adopt and implement operational guidelines for on-going communication, management of referrals and conducting of investigations of animal abuse or neglect. These guidelines are intended to maximize limited available resources and cooperate fully to assure through investigations. The Task Force is designed to be a

proactive and comprehensive approach to investigating cruelty against animals in Webb County.

1. The Parties agree to participate in the Laredo-Webb County Animal Cruelty Task Force, which shall be composed of:
 - a. A representative from the City Manager's Office
 - b. A representative from the Laredo Police Department
 - c. A representative from the Animal Care Services Department
 - d. The Laredo Municipal Court Judge or designee
 - e. A representative from the City Attorney's Office
 - f. The City of Laredo Veterinarian
 - g. A representative from the Webb County District Attorney's Office
 - h. A representative from the Webb County Constable's Office, Precinct 1
 - i. A representative from the Webb County Constable's Office, Precinct 2
 - j. A representative from the Webb County Constable's Office, Precinct 4
 - k. A representative from Laredo Crime Stoppers
2. The Task Force shall consist of members from the Parties selected from among individuals with knowledge or experience in the areas of animal treatment and animal welfare.
3. The Task Force shall do the following:
 - a. Examine the current laws concerning animal abuse and neglect.
 - b. Examine the manner in which the anti-cruelty laws are enforced throughout the City of Laredo.
 - c. Share information regarding allegations of animal abuse and/or neglect.
 - d. Improve communication between Task Force members.
 - e. Utilize the strengths of each member agency to improve the response to an investigation of allegations of animal abuse and/or neglect.
 - f. Conduct joint investigations as practicable, if permissible by law.
 - g. Streamline and improve the process for reporting animal cruelty in Webb County, through a designated website and hotline with Laredo Crime Stoppers.
 - h. Recommend changes to the policies and procedures of the participating member agencies, to improve the response and investigation of allegations of animal abuse and/or neglect; to protect the City's animals from inhumane treatment; and to improve enforcement of anti-cruelty laws.
 - i. Provide regular training to officers/employees of the participating member agencies on identifying, investigating and processing animal cruelty related crimes. These animal-related crimes will include, but not limited to suspected cases of animal neglect, abandonment, blood sports and animal hoarding.

- j. Examine the resources currently allocated to investigating and processing animal cruelty related crimes, and, if possible, allocate additional resources to further the goals of the Task Force.
 - k. When possible, Task Force members will provide support during special events. These special events can include public presentations, training events, and demonstrations.
 - l. Participating member agencies will prioritize reports of animal abuse and neglect, and prosecute offenders of these types of offenses to the fullest extent of the law.
4. In the furtherance of the goals articulated above, the Task Force shall meet at least quarterly at times and places as shall be designated, from time to time, by the Task Force members.
 5. The term of this MOU shall commence on the date of the execution of this Agreement and continue until terminated a Party's giving thirty (30) days written notice to the others.
 6. Any notice provided hereunder by any Party to the others shall be in writing and may be either delivered by hand to the Party or to the Party's designated agent; deposited in the United States mail, postage paid, delivered by a reputable courier services to the following address:

TO THE CITY:

Robert A. Eads
Rosario Cabello
Co-Interim City Managers
City of Laredo
1110 Houston
Laredo, TX 78040

TO THE COUNTY:

Tano E. Tijerina
County Judge
Webb County
1000 Houston Street
Laredo, Texas 78040

TO THE DISTRICT ATTORNEY:

Isidro R. Alaniz
District Attorney

1110 Victoria St. Suite 401,
Laredo, Texas 78040

TO THE CONSTABLES:

Rodolfo "Rudy" Rodriguez, Jr.
Constable, Precinct 1
1110 Victoria, Suite 102
Laredo, Texas 78040

Miguel "Mike" Villarreal
Constable, Precinct 2
901 South Milmo
Laredo, Texas 78043

Harold Devally
Constable Precinct 4
9901 McPherson, Suite 102
Laredo, Texas 78045

TO LAREDO CRIME STOPPERS:

Colleen P. Rodriguez
Executive Director
1200 Washington Street
Laredo, Texas 78040-4444

7. Each Party may designate a different agent or address for notice purposes by giving the others ten (10) days written notice in the manner provided above.
8. This MOU contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
9. If any term(s) or provision(s) of this MOU are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the term(s) or provision(s) of this MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this MOU to be inconsistent with the intent of the Parties hereto.
10. No assignment of this MOU or of any duty or obligation of performance hereunder shall be made in whole or in part by any Party hereto without the prior written consent of the other Parties hereto.

11. No waiver of a breach of any provision of this MOU shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
12. No party to this MOU waives or relinquishes any immunity or defense on behalf of themselves, their trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
13. Any amendment to this MOU must be in writing, and approved by all the Parties.
14. This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth above, this Agreement shall not be deemed to create any rights in or obligations to any third parties.
15. Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.
16. This Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the parties.
17. This Agreement is subject to all present and future valid laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas and the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this Agreement shall be in a court of appropriate jurisdiction in Webb County, Texas exclusively.
18. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.
19. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
- 20. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW.**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF LAREDO

BY: _____
Rosario Cabello
Co- Interim City Manager

Date: _____

BY: _____
Robert A. Eads
Co-Interim City Manager

Date: _____

APPROVED AS TO FORM

CERTIFIED

BY: _____
Valeria E. Reyes,
Assistant City Attorney

BY: _____
Jose A. Valdez Jr,
City Secretary

LAREDO CRIME STOPPERS

BY: _____
Colleen P. Rodriguez
Executive Director

Date: _____

WEBB COUNTY

BY: _____
Tano E. Tijerina
County Judge

Date: _____

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

Nathan R. Bratton
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. 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(s).

DISTRICT ATTORNEY

BY: _____
Isidro R. Alaniz
District Attorney

Date: _____

CONSTABLES

BY: _____
Rodolfo "Rudy" Rodriguez, Jr.
Constable, Precinct 1

Date: _____

BY: _____
Miguel "Mike" Villarreal
Constable, Precinct 2

Date: _____

BY: _____
Harold Devally
Constable Precinct 4

Date: _____