

INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTIES AND CITIES ASSOCIATED WITH OPERATION LONE STAR FOR LAW ENFORCEMENT SERVICES

This Interlocal Cooperation Agreement made, entered into, and executed by Bee County SO, Brooks County SO, Cuero PD, Edna PD, Falfurrias PD, Goliad County SO, Kingsville PD, Kleberg County SO, Kleberg County Attorney Taskforce, Live Oak County SO, McMullen County SO, Nixon PD, Refugio County SO, San Patricio County SO, Seguin PD, Wharton County SO, Wilson County SO, Yoakum PD, Gonzales County SO, Gonzales PD, Jackson County SO, Aransas County SO, Zapata County SO, Duval County SO, Hallettsville PD bodies and corporates under the laws of the State of Texas; pursuant to the Interlocal Cooperation Act, Texas Government Code Annotated Chapter 791.

WITNESSETH:

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 or a municipality may, pursuant to order or resolution of its governing body, form a mutual interlocal agency to assist in criminal and narcotic investigations and law enforcement;

WHEREAS, pursuant to the provisions of Texas Local 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, pursuant to the provisions of the Texas Code of Criminal Procedure Chapter 59 (Forfeiture of Contraband), the prosecutor with felony jurisdiction in a county where a forfeiture proceeding is held under this chapter, may enter into an agreement with law enforcement agencies involved in the seizure of illegal contraband for the disposition of forfeited assets;

WHEREAS, the parties to this agreement can better utilize the law enforcement resources of Bee County SO, Brooks County SO, Cuero PD, Edna PD, Falfurrias PD, Goliad County SO, Kingsville PD, Kleberg County SO, Kleberg County Attorney Taskforce, Live Oak County SO, McMullen County SO, Nixon PD, Refugio County SO, San Patricio County SO, Seguin PD, Wharton County SO, Wilson County SO, Yoakum PD, Gonzales County SO, Gonzales PD, Jackson County SO, Aransas County SO, Zapata County SO, Duval County SO, Hallettsville PD by the coordination of criminal interdiction/ narcotics investigations efforts between the associated listed agencies.

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:

1. 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.

“Active Participation” shall mean predetermined participation such as joint operations or investigations agreed upon by participating parties to this agreement prior to the operation. Backing up officers at a stop is not active participation unless agreed upon by both parties.

2. Purpose of Agreement

The purpose of the agreement is to create and establish a joint effort between the Bee County SO, Brooks County SO, Cuero PD, Edna PD, Falfurrias PD, Goliad County SO, Kingsville PD, Kleberg County SO, Kleberg County Attorney Taskforce, Live Oak County SO, McMullen County SO, Nixon PD, Refugio County SO, San Patricio County SO, Seguin PD, Wharton County SO, Wilson County SO, Yoakum PD, Gonzales County SO, Gonzales PD, Jackson County SO, Aransas County SO, Zapata County SO, Duval County SO, Hallettsville PD to combat crime throughout the jurisdictional limits of the counties who are parties to the 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 agreement between police agencies to cooperate in criminal interdiction efforts and related criminal investigations, (2) to provide additional investigative and arrest authority to law enforcement officers employed the law enforcement agencies within the jurisdictional limits of the political subdivisions that are parties to this agreement, and (3) to provide for the payment of expenses incurred in the performance of law enforcement activities during these operations.

3. Personnel and Equipment

Each law enforcement agency shall assign law enforcement officers (on an as needed and requested basis) 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 this assignment., and shall not be considered as employees, agents, or servants, of any other party to

the agreement. All compensation of 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.

4. Administration and Supervision

The lead agency for each joint effort 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 in each joint effort 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.

5. Extent 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.

6. Employee 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 with 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 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 for another party to this agreement.

7. 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, as well as travel, food, and lodging expenses incurred by the assigned officer in the performance of the law enforcement operation activities.

8. 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 officer's 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.

9. Disposition of Forfeited Assets

The sharing of assets forfeited will be handled on a case by case basis between the agency of primary jurisdiction and those agencies participating in the enforcement action and investigation from which the assets were forfeited.

10. Term of Agreement & Termination

This agreement shall be for an initial term of one year. This agreement shall be automatically renewed without further action unless terminated by either party. This agreement may be terminated at any time by any party with or without cause upon (90) days advance written notice. Any notice of termination shall be sent to other party to this Interlocal Agreement at the address listed in paragraph 15 of this agreement.

11. Amendment clause:

This Agreement may be modified or amended by written agreement between the Parties.

12. County Judge/Mayor/City Administrator Authority:

The County Judge/Mayor/City Administrator, is authorized to act on behalf of her/his governing body under this agreement for the express purpose of adding or removing parties to the agreement in writing.

13. Payment from Current Funds

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

14. Alternate Dispute Resolution

In any dispute between the parties relation to law enforcement 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.

15. Notices

Any notice provided for under the terms of this agreement by either party to the other shall be in writing and may be affected by personal delivery or by register or certified mail, return receipt requested. 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.

16. 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.

17. Captions

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.

18. 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 other 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.

19. Authorization of Funding

Each participating agency separately certify that payments made under this agreement will be made from current revenues and any future payments are subject to future appropriations.

All expenditures will be subject to standard County/City purchasing procedures.

20. Law Governing

This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

21. Severability

In case any one 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 provision 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.

22. Assignment

This agreement is binding upon and inures to the benefit of the parties to this agreement and their respective successors and permitted assigns. This agreement may not be assigned by any party without the written consent of all of the parties.

23. Effect of Waivers

No waiver by either party of any default, violations, or breach of the terms, provisions, and covenants contained in this agreement may be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this agreement.

24. Exercise of Police Power

This agreement and all activities under this agreement are undertaken solely as an exercise of the police power of the parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons. The parties do not have and may not be deemed to have any duty to any particular person or persons.

25. Warranty

The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in the agreement.

26. Immunities Not Waived

Nothing in this agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers, employees, representatives, and agents as a result of the execution of this agreement and the performance of the covenants contained in this agreement.

27. No Mutual Indemnification

To the extent allowed by the Constitution and Laws of the State of Texas, each County, and municipality agree that each party assumes any and all risks of liability, loss, damages, claims, or causes of action and related expenses, including attorney fees, caused or asserted to have been caused directly or indirectly by or as the results of the negligent acts or omissions of that party and the officers, employees, and agents thereof.

28. Effective Date

This agreement is effective on the date when the last party executes this agreement.

29. Multiple Originals

Two (2) copies of this agreement are executed; each shall be deemed an original.

EXECUTED by Chief Jason Brady on the _____ day of _____, 2024.

Chief of Police – Seguin PD

APPROVED AS TO FORM:

County Attorney