

**HIDLAGO COUNTY – CITY OF SULLIVAN CITY
LAW ENFORCEMENT MUTUAL AID TASK FORCE AGREEMENT**

THIS Agreement is made on this the 17th day of July, 2012, by and between the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", and **CITY OF SULLIVAN CITY, TEXAS**, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, pursuant to Section 362.002 (b) of the Local Government Code the County of Hidalgo and the City of Sullivan City agree to provide for its respective law enforcement officers to form a mutual aid law enforcement task force (the "Task Force") to cooperate in criminal investigations and law enforcement operations concerning drug enforcement, human trafficking and other crimes arising from or involving border related criminal activity.

WHEREAS, the County possesses a tract of real property described on Exhibit A attached hereto which the Sheriff of the County deems to be a suitable location for the location of equipment and personnel for the Task Force;

WHEREAS, the Commissioners Court of County delegates to the Sheriff the ability to permit the Sheriff to occupy and grant permission to other law enforcement agencies, as the Sheriff deems expedient and proper, the ability to locate personnel, equipment (including trailers) and vehicles on the property as well as the authority to revoke such permission.

NOW THEREFORE FOR AND IN CONSIDERATION OF Ten Dollars (\$10.00) and the protection of the residents of both the City and the County the City and County agree as follows:

1. Definitions:

The following terms shall have the following meanings when used in this Agreement:

"Law Enforcement Officer" means any commissioned peace officer as defined under the Texas Code of Criminal Procedure.

"Member" means Hidalgo County and the City of Sullivan City.

"Chief Law Enforcement Officer" means the Sheriff of Hidalgo County (the "Sheriff") or the Chief of Police of City of Sullivan City.

“Requesting Member” means a member who requests law enforcement assistance from another member under this Agreement.

“Responding Member” means a member to whom a request for assistance is directed by a requesting member under this Agreement.

2. Name:

The members hereby form a mutual aid law enforcement task force to be named Hidalgo County-Sullivan City Mutual Aid Task Force.

3. Purpose:

The purpose of the Task Force is to cooperate in the investigation of criminal activity; enforcement of the laws of this State; and, to protect health, life and property from criminal activity including but not limited to drug enforcement, human trafficking and crimes arising from or involving related border related criminal activity.

4. Request for Assistance:

Any request for assistance under this Agreement shall, when reasonably possible, include a statement of the amount and type of equipment and number of law enforcement personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and number of personnel actually furnished by a responding member shall be determined by the responding member’s chief law enforcement officer or his designee.

5. Response to Request for Assistance:

Responding member will assign law enforcement officers to perform law enforcement duties outside the responding member’s territorial limits, but within the territorial limits of a requesting member, subject to the responding member’s determination of availability of personnel and discretion when:

A. Such assignment is requested by the chief law enforcement officer or his designee, of a requesting member, and

B. The Chief Law Enforcement officer, or his designee, of the responding member has determined, in his sole discretion, that the assignment is necessary to fulfill the purposes of this Agreement in providing police protection and services within the territorial limits of the requesting member.

6. Location:

County shall provide the Property as a location for the Task Force and the Sheriff of County is authorized to grant, as the Sheriff deems expedient and proper, permission to other law enforcement agencies who can provide assistance to the Task Force to locate equipment, including trailers, and personnel on the Property for such times as the Sheriff deems proper and the Sheriff is also authorized to revoke such permission to locate such equipment and personnel.

7. Operational Control:

All personnel of the responding member shall report to the requesting member's officer in tactical control at the location to which said law enforcement personnel have been dispatched and shall be under the operational command of the requesting member's chief law enforcement officer or his designee.

8. Release:

Law Enforcement Officers of the responding member will be released by the requesting member when their services are no longer necessary.

9. Withdrawal from Response:

The chief law enforcement officer, or his designee, of the responding member, in his sole discretion, may at any time withdraw the personnel and equipment of the responding member or discontinue participation in any activity initiated pursuant to this Agreement.

10. Qualifications of Office and Oath:

While any law enforcement officer regularly employed by a responding member is in the services of the requesting member under this Agreement, said law enforcement officer shall be deemed to be a peace officer of the requesting member and be under the command of the requesting member's chief law enforcement officer with all powers of a law enforcement officer of the requesting member as if said law enforcement officer were within the territorial limits of the governmental entity where said officer is regularly employed. The qualifications of office of said law enforcement officers where regularly employed shall constitute his or her qualifications for office within the territorial limits of the requesting member and no additional oath, bond or compensation shall be required.

11. Right to Reimbursement:

Each party to this agreement, when providing services of personnel as a responding party, expressly waives the right to receive reimbursement for services performed or equipment utilized under this Agreement even though a request for such reimbursement may be made pursuant to Chapter 362 of the Texas Local Government Code.

12. Officer Benefits:

Any law enforcement officer or other police personnel assigned to the assistance of another member pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation in all other rights of employment in providing such service, including injury, death benefits and worker compensation benefits and well as any available insurance, indemnity or litigation defense benefits. Said benefits shall be the same as though the law enforcement officer or personnel in question had been rendering service within the territorial limits of the member where he or she is regularly employed. All wage and disability payments, including worker compensation benefits, pension payments, damage to equipment, medical expenses, travel, food and lodging shall be paid by the member which regularly employs the officer providing service pursuant to this Agreement in the same manner as though such service had been rendered within the limits of the member where such person or law enforcement officer is regularly employed. Each responding member shall remain responsible for the payment of salary and benefits as well as for legal defense of the responding member's officers or personnel when acting pursuant to this agreement.

13. Liability:

In the event that any person performing law enforcement services pursuant to this Agreement shall be named or cited as a party to any civil claim or lawsuit arising from the performance of their services, said person shall be entitled to the same benefits from their regular employer as they would be entitled to receive if such similar action or claim had arisen out of the performance of their duties as a member of the department where they are regularly employed and within the

jurisdiction of the member by whom they are regularly employed. The Members hereby agree and covenant that each Member shall remain solely responsible for the legal defense and any legal liability due to the actions of an officer or other personnel regularly employed by said Member. Nothing herein shall be construed to expand or enlarge the legal liability of a Member for any alleged acts or omissions of any employee beyond that which might exist in the absence of this Agreement. Nothing herein shall be construed as a waiver of any legal defense of any nature whatsoever to any claim against a Member or against an officer or employee of a Member.

14. Waiver of Claims:

Each party of this Agreement to its members respectively waives all claims against each and every other party or member for compensation from any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement even though such alleged damage may have occurred as a result of alleged negligent or other tortious conduct of any party to this Agreement.

15. Immunity Not Waived:

The parties hereto expressly do not waive any immunity or other defenses to any civil claims with the execution of this Agreement. It is understood and agreed that, by executing this Agreement, no party or member hereto waives, nor shall be deemed hereby to waive, any immunity or defense which otherwise is available in claims arising which are signs of or connection with, any activity conducted pursuant to this Agreement.

16. Venue:

Each party to this Agreement agrees that if legal action is brought under this Agreement, the venue shall lie in Hidalgo County. The Parties hereby stipulate and agree that this Agreement is to be construed and applied under Texas law.

17. Arrest Authority Outside Primary Jurisdiction:

It is expressly agreed and understood that a law enforcement officer employed by a responding party who performs activities pursuant to this Agreement may make arrests outside the jurisdiction in which said officer is regularly employed, but within the area covered by this Agreement; provided, however, that the law enforcement agency of the requesting jurisdiction and/or the jurisdiction in which the

arrest is made shall be notified of such arrest without unreasonable delay. The police officers employed by the parties to this Agreement shall have such investigative or other law enforcement authority in the jurisdictional area encompassed by the members, collectively, to this Agreement as is reasonable and proper to accomplish the purposes for which a request for mutual aid assistance is made pursuant to this Agreement.

18. Clauses Severable:

The provisions of this Agreement are to be deemed severable such that should any one or more of the provisions or terms contained in this Agreement be, for any reason, held to be invalid, illegal, void, or unenforceable; such holding shall not affect the validity of any other provision or term herein and the agreement shall be construed as if such invalid, unenforceable, illegal or void provision or term did not exist.

19. Termination:

Any party to this Agreement may terminate its participation or rights and obligations as a party by providing thirty (30) days written notice via certified mail to the Chief Law Enforcement Officer of the other party.

20. Effective Date:

This Agreement becomes effective immediately upon the execution by the parties hereto and continues to remain in effect until terminated pursuant to Section 19 above.

21. Modification:

This Agreement may be amended or modified by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement. This instrument contains the complete agreement of the parties hereto and any oral modifications, or written amendments not incorporated to the Agreement, shall be of no force or effect to alter any term or condition herein.

22. Execution of Agreement:

This Agreement shall be executed by the duly authorized governing bodies of the respective parties. This Agreement may be executed in multiple original copies by the respective governing bodies of the parties.

23. Compliance with Law:


The parties shall observe and comply with all applicable Federal, State and Local laws, rules, ordinances and regulations that affect the provision of services provided herein.

24. Coordinating Agency:

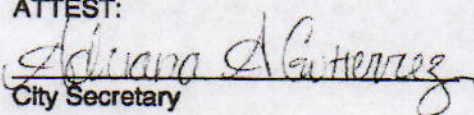
The parties hereby agree that the Sheriff's Department of Hidalgo County shall serve as the Coordinating Agency of the Agreement. The Sheriff, or his designee, of said Coordinating Agency shall maintain on file all executed originals of this Agreement, related resolutions or orders of the parties and other records pertaining to this Agreement.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF SULLIVAN CITY, TEXAS


Rosendo "Cheno" Benavides, Mayor

ATTEST:


City Secretary

COUNTY OF HIDALGO

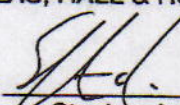
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP,

By: 
Stephen L. Crain