

FILED
AT 11:15 O'CLOCK A. M.
SEP 03 2019
ARTURO GUAJAYAN, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
TEXAS A&M UNIVERSITY-KINGSVILLE AND
THE COUNTY OF HIDALGO, TEXAS**

This Interlocal Cooperation Agreement (Agreement) is entered into by and between the County of Hidalgo on behalf of its Precinct 1 and 3 Constable's Offices (HCCO) and Texas A&M University-Kingsville (TAMUK), a member of The Texas A&M University System, an agency of the State of Texas, on behalf of its Police Department (TAMUKPD).

The purpose of this Agreement between the Texas A&M University Kingsville, University Police Department and the Hidalgo County Constable's Offices, Precinct 3 and Precinct 1 (HCCO) to enhance the parties' ability to effectively address alleged crimes. This includes sharing information about Texas A&M University Kingsville, Citrus Center Campus, 312 N. International Boulevard, Weslaco, Texas 78599, students and employees who are the victim of, a witness to, or an alleged perpetrator of an offense of violence or sex offense. This Agreement also establishes a standard procedure for handling incidents and reports of Sexual Assaults and issuing Timely Warnings and Emergency or Immediate Notifications. Federal Laws provide specific requirements relative to these processes as outlined by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (*Clery Act*) and Title IX of the Higher Education Amendments of 1972. This Agreement is entered into by the Parties pursuant to the authority granted under the Inter-local Cooperation Act, Texas Government Code, Chapter 791.

GOALS

Compliance with the terms of this Agreement should achieve the following goals:

- A. To ensure crimes committed on institution property are promptly and effectively reported, investigated and prosecuted.
- B. To enhance communication and cooperation between local law enforcement and Texas A&M University Kingsville in providing services and assistance to students and employees of the University who are victims of or witnesses to crime.
- C. To enhance the institution's ability to alert the campus community about crimes of a serious nature that pose a serious or on-going threat to public safety.

WHEREAS: Texas Education Code Section 51.203. Campus Peace Officers

- A. The governing boards of each state institution of higher education and public technical institute may employ any commissioned peace officers for the purpose of carrying out the provisions of this subchapter. The primary jurisdiction of a peace officer commissioned under this section includes all counties in which property is owned, leased, rented, or otherwise under the control of the institution of higher education or public technical institute that employs the peace officer.
- B. Within a peace officer's primary jurisdiction, a peace officer commissioned under this section:
 1. Is vested with all the powers, privileges, and immunities of peace officers;
 2. May, in accordance with Chapter 14, Code of Criminal Procedure, arrest without a warrant any person who violates a law of the state; and
 3. May enforce all traffic laws on streets and highways

WHEREAS: TAMUK has employed state certified peace officers commissioned under the requirements of the Texas Commission on Law Enforcement

WHEREAS: Both the HCCO and the TAMUKPD now wish to enter into this Agreement outlining communication and coordination of efforts between the two law enforcement entities.

NOW THEREFORE: The parties to this Agreement hereby agree as follows:

1. The TAMUKPD shall have primary jurisdiction for the provision of all police services, except as otherwise specified in the Agreement, on property owned or under the control of TAMUK except as provided in section 2.
2. TAMUKPD will maintain primary jurisdiction for the property of TAMUK Citrus Center located at 312 N. International Blvd., in Weslaco, Hidalgo County, Texas.
3. The TAMUKPD shall be responsible for responding to all requests, which come to their attention, for police services originating from all property owned or under the control of TAMUK.
4. The TAMUKPD shall be responsible for providing HCCO with a current list and map(s) of all properties owned or under the control of TAMUK that are within the County of Hidalgo. The list will include the property name and street address.
5. The TAMUKPD shall notify the HCCO of any incident or situation on any property owned, or under the control of TAMUK that may affect the safety of the residents of the County of Hidalgo not occupying said property.
6. The HCCO shall notify the TAMUKPD of any incident or situation on any property within the County of Hidalgo that may affect the safety of the occupants on any property owned, leased, rented, or under the control of the TAMUKPD.
7. Should the TAMUKPD request an entry for a Wanted Person record, a Missing Person record or Property (over \$500 in value only) record into the International Justice and Public Safety Network (NLETS), the TAMUKPD will execute the standard Non-Terminal Agency Agreement pertaining to access to the Texas Law Enforcement Telecommunications System (TLETS), the Texas Crime Information Center (TCIC), and the National Crime Information Center (NCIC), and associated systems. As per the Non-Terminal Agency agreement, the TAMUKPD agrees to deliver original warrants for housing at KPD until served, to provide full reports involved in any other NLETS entries, and to immediately notify KPD of any entry cancellations, modifications or deletions. All TAMUKPD officers' TLETS/TCIC certifications will be current.
8. Should the TAMUKPD request the assistance of HCCO's Criminal Investigation Division for the purpose of processing, collecting and preserving evidence of a major crime scene such as homicide, arson, etc., HCCO will retain primary jurisdiction authority until the incident has been terminated. The TAMUKPD will support and assist HCCO as directed by the ranking investigating officer at the scene. HCCO will assume the responsibility for the investigation and case management of the incident. HCCO shall involve and coordinate the processing of the crime scene, including handling of all evidence and case management of the incident with the TAMUKPD during and after the course of the event.

9. Should the TAMUKPD request the assistance of HCCO in incidences including but not limited to riot, violent demonstrations, the discovery of suspected explosive ordinance devices, or a hostage situation, primary jurisdiction authority of the incident shall be granted to the responding agency. The parties agree to assist in the investigation, as needed and/or requested. HCCO will provide TAMUKPD with a copy of the investigation; TAMUKPD will be required to report the incident to Uniform Crime Reporting Statistics (UCR). The HCCO report must document the actual location (identifying the jurisdiction) of the incident and list TAMUK as a "reporting party" or "other involved" for annual UCR search purposes (CLERY Act).
10. Should TAMUKPD encounter an active shooter situation on main campus or under the control of TAMUK, and/or adjacent to any properties stated herein, the TAMUKPD shall request the assistance of HCCO to immediately assist in quelling an incident of this magnitude without delay in order to avoid and/or limit human casualties or to assist in controlling access routes to and from campus. HCCO will retain primary jurisdiction authority until the incident has been terminated. HCCO shall be responsible for the investigation and case management of the incident. HCCO shall involve and coordinate the investigation of the incident with the TAMUKPD during and after the course for the event. *Refer to UCR reporting requirement in section 9 above.*
11. When HCCO executes a warrant on any property owned or under the control of TAMUK, HCCO will contact the TAMUKPD and request a TAMUK officer to accompany the HCCO officers, if there are no immediate mitigating circumstances. Efforts will be taken to refrain from interrupting TAMUK classes and other activities to effect an arrest or execute a search warrant.
12. In the event of "fresh" or "hot" pursuit on or directed toward TAMUK property, HCCO shall notify the TAMUKPD as soon as possible and a TAMUKPD officer will proceed as needed or requested.
13. In the event of "fresh" or "hot" pursuit on or directed toward the city limits of Weslaco, the TAMUKPD shall notify HCCO as soon as possible and the HCCO officer will proceed as needed or requested.
14. The Constable of HCCO or his/her designee will allow the use of the HCCO communication channel to expedite radio communications between agencies. TAMUKPD will monitor the HCCO frequency and respond to radio calls for assistance as needed or requested.
15. Compensation: Any law enforcement officer who provides services pursuant to this Agreement shall be paid by the agency employing the officer and be entitled to all approved benefits (wages, salary, overtime, etc.) afforded to the officer by the employing agency. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. Officers providing services pursuant to this Agreement are the employee of the agency employing the officer and shall not be deemed an employee of the other party to this Agreement, and as such, the officers are not entitled to pay, salary, wages, pension or any other employment benefit from the other party.

TAMUK agrees to pay HCCO at a flat rate of \$45.00 per hour for each law enforcement officer performing services pursuant to this Agreement as reimbursement of any costs borne by Hidalgo

County. HCCO will submit monthly invoices to TAMUK for the total number of hours to be reimbursed to HCCO. TAMUK agrees to pay promptly upon receipt of said invoices.

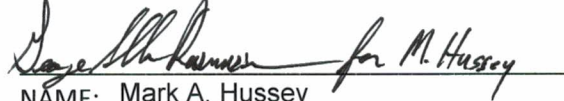
16. All costs associated with: the use of any equipment; damage to equipment or clothing; replacement of lost, damaged, or destroyed equipment; as a result of providing assistance pursuant to this Agreement, shall be the responsibility of the agency owning such property.
17. Procedures to request aid:
 - a) Any request for aid under this agreement shall include a statement of the amount and type of personnel and/or equipment being requested, and the location which such personnel and/or equipment are to be dispatched. The actual amount and type of personnel and/or equipment to be furnished shall be determined by the officer in charge of the responding department. Any request to render assistance and aid shall be responded to as is necessary to provide and make available the personnel and/or equipment requests; provided, however, that the responding department may withhold or withdraw personnel and equipment to the extent necessary to provide reasonable law enforcement services within its own jurisdiction.
 - b) If an on-duty law enforcement officer of either agency within this agreement personally observes a law enforcement officer of the other agency within this agreement involved in an emergency situation where it is obvious that immediate assistance and/or backup is necessary and proper for the safety of the officer and/or other persons, such as on-duty officer may provide such assistance as the officer is capable of rendering under the circumstances.
 - c) Any on-duty supervisor of the requesting agency may request emergency assistance by contacting the on-duty supervisor of the responding agency. If TAMUKPD is requesting the assistance of HCCO, the on-duty HCCO supervisor will follow established HCCO procedures for notification and deployment authorization.
 - d) Officers responding to a request for aid shall report to the officer in charge of the scene.
18. Status of Officer: While any law enforcement officer employed as such by either agency is in the service of the other agency, that officer shall be acting as a peace officer with all the powers of a regular law enforcement officer for that agency as though that officer were within his or her own jurisdiction where he or she is regularly employed. That officer's qualification for office where he or she is employed shall constitute his or her qualifications for office in such other agency and no other oath, bond, or compensation need be made.
19. Liability: Each agency agrees to acquire and keep in full force and effect liability insurance at the statutory required limits under the Texas Tort Claims Act, covering its law enforcement officers when acting pursuant to this Agreement.
20. Records: During incidents involving mutual aid, each agency will maintain all records in accordance with the individual agency's policy. Mutual aid incidents will be considered joint investigation between the HCCO and TAMUKPD.

21. The Constable of HCCO or his/her designee and the Chief of TAMUKPD or his/her designee may enter into agreed upon inter-agency training opportunities on the main campus of TAMUK or at HCCO training facility, as needed or requested.
22. The Chief of TAMUKPD or his/her designee and the Constable of HCCO may enter into more specific and detailed operational procedures and guidelines as necessary. All such operational procedures and guidelines shall be in writing and specifically incorporated herein.
23. To be effective, any revision or additions to this Agreement must be in writing and signed by all the parties.
24. Either party may terminate this Agreement by writing to the other party at any time deemed necessary by that agency. Written notice is deemed effective if delivered via hand delivery with signed receipt, certified mail, or other US mail delivery system that provides proof of delivery.
25. This Agreement commences on the date of execution indicated below and will remain in effect for five years unless sooner terminated pursuant to section 25 or extended by written agreement of the parties. The parties agree to review the provisions of this Agreement for their propriety on each anniversary of the execution of this Agreement.
26. Each party shall comply with all applicable federal, state, and local laws, ordinances, and regulations in relation to this MOU. This obligation supersedes any conflicting obligation of this Agreement.
27. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.
28. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
29. **Immunities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither Party waives, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.
30. **Indemnification:** Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

31. Nondiscrimination. The parties agree that services and/or project proposals mutually agreed to shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable County or TAMUK policy, State or Federal law, including without limitation, race, color, national origin, religion, sex, age, veteran, status, or disability.

This agreement shall become effective upon the execution by all parties as noted below.

TEXAS A&M UNIVERSITY-KINGSVILLE

 for M. Hussey

NAME: Mark A. Hussey

TITLE: President

DATE: August 27, 2019

HIDALGO COUNTY TEXAS



NAME: Richard Cortez

TITLE: Hidalgo County Judge

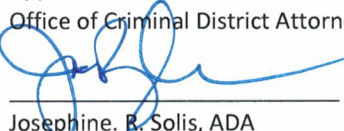
DATE: 8/27/19




Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved as to Form:

Office of Criminal District Attorney, Ricardo Rodriguez, Jr.,


Josephine B. Solis, ADA

Legal Counsel for Hidalgo County

APPROVED BY
COMMISSIONERS' COURT
ON: 8/27/19