

CITY OF BAY CITY {}

COUNTY OF MATAGORDA {}

INTERLOCAL AGREEMENT ON SPECIAL LAW ENFORCEMENT SERVICES

This contract is entered into on this _____ day of _____, 20____ by the Bay City Police Department, a Municipal Law Enforcement Agency acting through its Chief of Police and the Matagorda county Sheriff's office, upon the authority of the City Council and Mayor of the City of Bay City, Texas and the Commissioners' Court of Matagorda County, Texas.

Whereas Article 4413 (32C), revised Civil Statutes of Texas, also known as the Interlocal Cooperation Act, authorizes any local government to contract or agree with another local government to perform or cooperate in the performance of certain governmental functions and services, including law enforcement, and

Whereas the City and the County desire to enter into a cooperative arrangement for the provision of some of those criminal investigations and law enforcement services which they are authorized by law to perform.

Therefore, the parties to the contract agree to mutually combine forces to aid each other in a cooperative effort, to conduct criminal investigations, and other law enforcement services the City and County are authorized by law to perform.

For, and in consideration of the above agreement, the City agrees to provide and pay the salary of its law enforcement officers for the said cooperative activities. It is expressly understood that its said officers shall remain the employees of the City at all times and for all purposes, and shall not be considered an employee or borrowed servant of any other party to this agreement. Likewise, any vehicle or equipment furnished by the City shall remain the property of the City and shall not be subject to control of any other party to this agreement.

For and in consideration of the above statement, the County agrees to provide and pay the salary of its law enforcement officers for the said cooperative activities. It is expressly understood that its said officers shall remain the employees of the County at all times and for all purposes, and shall not be considered and employee or borrowed servant of any other party to this agreement. Likewise, any vehicle or equipment furnished by the County shall remain the property of the County and shall not be subject to control of any other party to this agreement.

Any and all payments made by a governmental entity for services under this contract shall be paid from current revenues.

CONFIDENTIALITY

The parties recognize that the subject of this contract involves the investigation of criminal activity, and, they therefore agree that this contract shall remain confidential to the extent necessary to prevent the compromise of any lawful investigative activities.

POLICIES

The parties agree that the goals and policies of the individual departments shall not be compromised, and shall be adhered to without fail.

LIABILITIES

It is expressly agreed and understood between the parties that nothing in this agreement shall establish any new or different liability against any party hereto. Each participating agency or unit of local government shall remain solely liable for the acts and omissions of its employees, agents, and servants, and nothing in this contract shall operate for the benefit of any third party.

FORFEITURES

Any and all forfeited monies obtained from a joint investigation of the parties shall be divided after the payment of incurred expenses, informant fees, and the District Attorney's share as follows: 50/50 when level of support is equal or near equal; 75/25 when level of support is of substantial difference.

Any and all forfeited property, including vehicles, shall be sold if neither party has any use for same. Proceeds from the sale shall be divided after the payment of incurred expenses, information fees, and the District Attorney's share as follows: 50/50 when level of support is equal or near equal; 75/25 when level of support is of substantial difference.

Any and all forfeited property, including vehicles, shall be available for use by either party unless both parties agree to other arrangements.

EQUIPMENT

A special storage and maintenance location for acquired, obtained, or provided equipment shall be provided by the agencies entering into this agreement.

By mutual agreement of the administrators to this agreement, a designee shall be appointed for the maintenance and distribution of said equipment.

At the termination of this agreement, any and all property, equipment, or financial assets mutually obtained during the effective period of this agreement shall be divided equally between the parties.

TERMINATION

This agreement shall be subject to termination at any time upon (30) day written notice by any party.

The term of this agreement shall be one (1) year beginning on the _____ day of _____, 20__.

Upon its expiration, this agreement shall be subject to annual automatic renewal for one (1) year term provided that it is not expressly terminated as set forth above.

Signed and executed this _____ day of _____, 20__.

ATTEST:

CITY OF BAY CITY

Jeanna Thompson
Deputy City Secretary

By: Robert Nelson
Mayor

Christella Rodriguez
Chief of Police

ATTEST:

MATAGORDA COUNTY

County Clerk
Stephanie Wurtz

By: Bobby Sieferman
County Judge

Frank D. Osborne
Sheriff