

STATE OF TEXAS §
COUNTY OF BROOKS §

ORDER RESTRICTING CERTAIN FIREWORKS
IN UNINCORPORATED AREAS OF BROOKS COUNTY, TEXAS

WHEREAS, THE Texas Forest Service has determined that drought conditions exist in Brooks County; and

WHEREAS, on the 17th. Of May, 2017, the Commissioners Court of Brooks County has determined that the normal danger of fire in the unincorporated areas of Brooks County is greatly enhanced by the extremely dry conditions now existing;

NOW, THERFORE, the Commissioners Court of Brooks County adopts this Order restricting the sale or use of restricted fireworks in the unincorporated areas of Brooks County.

- A. A person may not sell, detonate, ignite, or in any way use fireworks classified as “skyrockets with sticks” under 49 C.F.R. part 173.100(r)(2)(10-01-86 edition) or missiles with fins in any portion of the unincorporated areas of Brooks County.
- B. This Order does not prohibit “permissible fireworks” as authorized in Occupations Code Section 2154.003(a).
- C. A person commits an offense if the person knowingly or intentionally violates a prohibition established by this Order. An offense under this order is a Class C. Misdemeanor.
- D. This order expires on the date the Texas Forest Service determines drought conditions no longer exist in the county.

APPROVED this 17th day of May 2017, by the Brooks County Commissioners Court.

Amelinda Barrera
BROOKS COUNTY JUDGE

Attest: *Elvira B. Gilias*
COUNTY CLERK

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
KLEBERG COUNTY
SOUTH TEXAS SPECIALIZED CRIMES & NARCOTICS TASK FORCE
AND
BROOKS COUNTY
BROOKS COUNTY SHERIFF'S OFFICE
FOR LAW ENFORCEMENT SERVICES**

This Interlocal Cooperation Agreement made, entered into and executed by and between Kleberg County and the County of Brooks, 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), counties 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 the 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 Kleberg County and the County of Brooks by the coordination of crime interdiction efforts between the South Texas Specialized Crimes & Narcotics Task Force and the office of Brooks County Sheriff's Office;

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 both 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 South Texas Specialized Crimes & Narcotics Task Force and the office of the Brooks County Sheriff’s Office to combat crime throughout the jurisdictional limits of the city and county who are parties to this 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 by 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 the assignment, and shall not be considered as employees, agents or servants, of any other party to the Agreement. All compensation for 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.

It is further agreed that each party to this agreement shall hold the every other party and that party's officials, employees, and agents, harmless from any and all liability, including but not limited to, any property, physical or non-physical damages or loss incurred by third parties, or by officers, employees, or agents of any particular party or by any participating party, of whatsoever nature. This hold harmless agreement shall also include, but is not limited to, omissions or acts of negligence, gross negligence or intentional acts, as a result of any officer or employee of any party to this agreement in the performance of authorized activities while participating during the law enforcement operations.

9. Disposition of Forfeited Assets

The South Texas Specialized Crimes & Narcotics Task Force and the office of Brooks County Sheriff's Office agree that any illegal contraband or assets seized as a result of law enforcement activities of the participating agencies shall be promptly submitted to the appropriate law enforcement authority for forfeiture proceedings under state or federal law. If the South Texas Specialized Crimes & Narcotics Task Force makes a stop that results in the seizure of illegal contraband or assets within Brooks County and there is no active participation by the office of Brooks County Sheriff's Office in the stop and/or investigation, then the office of Brooks County Sheriff's Office shall be entitled to twenty percent (20%) of the monetary assets received by the Kingsville Specialized Crimes and Narcotics Task Force from that seizure. If either party to this agreement makes a stop or conducts an investigation that results in the seizure of illegal contraband or assets and there is active participation by other party to this agreement both parties agree to split assets awarded equally.

Check point cases: Any proceeds attained as a result of checkpoint cases assigned to the South Texas Specialized Crimes & Narcotics Task Force will be shared in a fair and equitable manner between the parties to this agreement and the local courts having jurisdiction with 20% of awarded assets to said court and 60% of the awarded assets to the South Texas Specialized Crimes & Narcotics Task Force and 20% of awarded assets to the Brooks County Sheriff's Office.

All parties agree that any property or proceeds forfeited to any party under this Agreement shall be under and administered in accordance with the provisions of state or federal law.

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 the other party to this Interlocal Agreement at the address listed in paragraph 13 of this Agreement.

11. Payment from Current Funds

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

12. Alternate Dispute Resolution

In any dispute between the parties relating 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.

13. Notices

Any notice provided for under the terms of this agreement by either party to the other shall be in writing and may be effected by personal delivery or by registered or certified mail, return receipt requested. Notice shall be sent or delivered as follows:

Kleberg County
Attn: County Judge
P. O. Box 752
Kingsville, Texas 78364
Telephone: (361) 595-8585
Facsimile: (361) 592-0838

Brooks County
Attn: County Judge
P. O. Box 515
Falfurrias, Texas 78355
Telephone: (361) 325-5604 x 15, 16, 17
Facsimile: (361) 325-5369

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.

14. 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.

15. 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.

16. 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.

17. Authorization for Funding

Kleberg County and the County of Brooks each 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 purchasing procedures.

18. Law Governing

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 this Agreement.

24. 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.

25. No Mutual Indemnification

To the extent allowed by the Constitution and Laws of the State of Texas, Kleberg County and the County of Brooks 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 result of the negligent acts or omissions of that party and the officers, employees, and agents thereof.

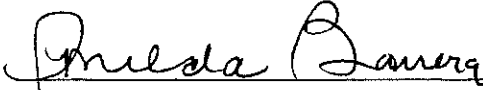
26. Effective Date

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

27. Multiple Originals

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

EXECUTED by the County of Brooks on the 17th day of May, 2017.



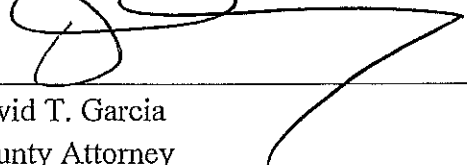
Imelda Barrera
County Judge

ATTEST:



Elva Ray Silva
County Clerk

APPROVED AS TO FORM:



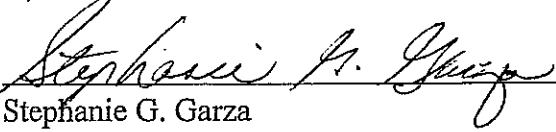
David T. Garcia
County Attorney

EXECUTED by Kleberg County on the 10th day of April, 2017.



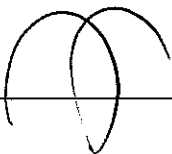
Rudy Madrid
County Judge

ATTEST:



Stephanie G. Garza
County Clerk

APPROVED AS TO FORM:



Kira Talip
County Attorney

RESOLUTION # 2017-_____

A RESOLUTION AUTHORIZING THE COUNTY JUDGE TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN KLEBERG COUNTY – SOUTH TEXAS SPECIALIZED CRIMES AND NARCOTICS TASK FORCE AND BROOKS COUNTY FOR BROOKS COUNTY SHERIFF’S OFFICE FOR LAW ENFORCEMENT SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the provisions of the 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; and

WHEREAS, the parties to this agreement can better utilize the law enforcement resources of Kleberg County and the County of Brook by the coordination of crime interdiction efforts between the South Texas Specialized Crimes and Narcotics Task Force and the office of Brooks County Sheriff’s Office; and

WHEREAS, Kleberg County and the County of Brooks desire to use the capital expenditures to improve the health, safety, and quality of life of the residents of their jurisdictions.

NOW THEREFORE, BE IT RESOLVED by the County Commissions of Kleberg County:

I.

THAT the County Judge is authorized and directed as an act of Kleberg County to enter into an Interlocal Cooperation Agreement Between Kleberg County – South Texas Specialized Crimes and Narcotics Task Force and Brooks County for the office of Brooks County Sheriff’s Office for Law Enforcement Services in accordance with Exhibit A hereto attached and made a part hereof.

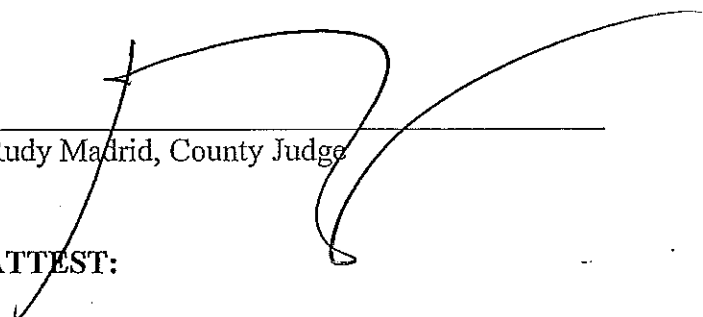
II.

THAT all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict only.

III.

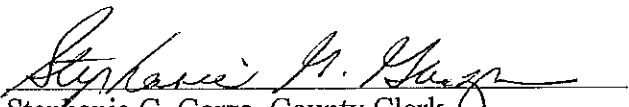
THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 10th day of April, 2017.



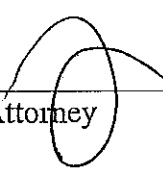
Rudy Madrid, County Judge

ATTEST:



Stephanie G. Garza, County Clerk

APPROVED AS TO FORM:



Kira Talip, County Attorney