

**AMENDED
INTERLOCAL AGREEMENT
FOR LAW ENFORCEMENT
AND BEACH MAINTENANCE
SERVICES
BETWEEN NUECES COUNTY, TEXAS AND KLEBERG
COUNTY, TEXAS**

This Agreement is made and entered into by and between Nueces County, Texas, hereinafter referred to as the "County," acting by and through its governing body, the Nueces County Commissioners Court and Kleberg County, Texas, "Kleberg", acting by and through its governing body, the Kleberg County Commissioners Court. The Counties are referred to collectively herein as the "Parties".

RECITALS

The predominant purpose of this Agreement is to provide law enforcement services to ensure the peace and safety of the citizens of Nueces and Kleberg Counties particularly within the confines of the property designated by the County and to provide such a public benefit through the deployment of County property and personnel as deemed appropriate by the undersigned County elected official (the "Elected Official").

The Parties stipulate that the purpose of this Agreement is the performance of governmental functions and services as set out in the Texas Government Code Section 791.003(3)(A).

Pursuant to Texas Government Code Sections 791.011 (c) (2), 791.003(3)(A) and Section 362.002 (b) of the Texas Local Government Code, which permits neighboring counties to enter into an agreement to offer mutual aid law enforcement to facilitate cooperation in criminal investigations and law enforcement; the County is authorized to provide law enforcement services in Kleberg County.

The Parties further covenant that all payments mandated by this Agreement do fairly compensate the County for the furnishing of law enforcement and beach maintenance services.

NOW THEREFORE, the County and Kleberg, in consideration of the mutual covenants and agreements herein contained, mutually agree as follows:

I.

TERM

1.1 This Agreement shall be in effect for a term of five (5) years.

This Agreement may be terminated by either party, without cause, upon thirty days written notice to the other party.

II.
SERVICES

2.1 The County affirms and approves the authority of the Elected Official to provide one peace officer, as deemed appropriate by the Elected Official, to devote a primary portion of his working time, with the total number of hours per month to be set forth in this agreement to provide law enforcement services within the geographical area designated by the County (the "Area"). It is the intent of this Agreement that the peace officer's working time should be spent in the Area.

2.2 As used herein, the phrase "working time" means those hours designated by the Elected Official in which its commissioned peace officer is assigned to provide additional law enforcement services in the Area pursuant to this Agreement. During such working time, the peace officer shall perform law enforcement services as normally provided when working directly for the Elected Official. The peace officer must always comply with the laws of the State of Texas.

2.3 County further agrees to maintain the beach to the extent it does not trigger environmental permitting or conflict with the preservation of the critical ecological functions of the barrier island system and waterway.

III.
SPECIAL
CONSIDERATIONS

3.1 Each law enforcement officer providing services pursuant to this Agreement is entitled to the same, salary, pension, and other compensation and rights, including injury or death benefits, as if the service were rendered in the County of the officer's regular employment, as provided by § 362.003 (b) of the Texas Local Government Code. The officer providing services is entitled to payment for any reasonable expenses, including travel, food, or lodging while on duty under this Agreement, as provided by § 362.003 (b) of the Texas Local Government Code.

3.2 The County regularly employing each law enforcement officer providing services pursuant to this Agreement shall pay all wages and disability payments, pension payments, damages to equipment and clothing, medical expenses, and travel, food, and lodging expenses of the law enforcement officer providing the services, as provided by § 362.003 (c) of the Texas Local Government Code.

3.3 Kleberg will reimburse County for the expenses of the law enforcement officer providing services pursuant to this Agreement, as provided by § 362.003 (c) of the Texas Local Government Code. County must request reimbursement from Kleberg of the expenses, as provided by § 362.003 (c) of the Texas Local Government Code, not more than 60 days after County pays the expenses.

3.4 While any law enforcement officer regularly employed by County has been called to service pursuant to this Agreement, the law enforcement officer is a peace officer of Kleberg and is under the command of the law enforcement officer in charge of the Kleberg, as provided by § 362.003 (a) of the Texas Local Government Code. The law enforcement officer providing services pursuant to this Agreement has all the powers of a regular law enforcement officer of Kleberg as if he were regularly employed by Kleberg, as provided by § 362.003 (a) of the Texas Local Government Code.

**IV.
CONSIDERATION FOR
SERVICES**

4.1 Kleberg agrees to pay to the County the sum of Nine Thousand Dollars (\$9,000.00) per year. Said amount shall fairly compensate the County for a portion of the working time of the peace officer as detailed above in Section 3.2 and any costs associated with beach maintenance

**V.
NOTICE**

5.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been received by the appropriate Party at the following addresses:

To the County: Nueces County Judge
901 Leopard. Room 303
Corpus Christi, Texas
78401

With a copy to the
Elected Official: Robert W. Sherwood, Constable Precinct 4
705 West Avenue A
Port Aransas, Texas
78373

To Kleberg: Kleberg County Judge
Post Office Box 752
Kingsville, Texas
78364

5.2 Any party may designate a different address by giving the other parties ten days' written notice.

VI.

MISCELLANEOUS PROVISIONS

6.1 No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder:

6.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

6.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

6.4 Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the either party, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

6.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Nueces County, Texas.

6.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

6.7 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

6.8 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is

understood and agreed that either Party shall have the right to terminate this Agreement at the end of either Party's fiscal year if the governing body of Party does not appropriate sufficient funds as determined by Party's budget for the fiscal year in question. Party may affect such termination by giving other the other Party written notice of termination at the end of its then-current fiscal year.

6.9 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

6.10 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

6.11 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

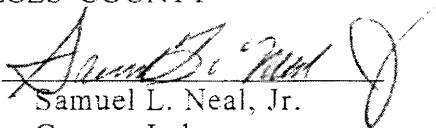
6.12 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

6.13 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

6.14 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

[EXECUTION PAGE FOLLOWS]

NUECES COUNTY

By: 
Samuel L. Neal, Jr.
County Judge

Date signed: 7-14, 2015

NUECES COUNTY ELECTED OFFICIAL

By: _____
Robert Sherwood

Name of
Agency/
Elected Office: Nueces County Constable, Precinct 4

Date signed: _____, 2015

KLEBERG COUNTY

By: _____
County Judge

Date signed: _____