

Hays County Unmanned Robotics Team

INTERLOCAL AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

WHEREAS Hays County, Texas and the City of San Marcos, Texas have determined that there exists and ongoing need for an Unmanned Robotics Team in the greater San Marcos and Hays County region;

WHEREAS it would be inefficient and ineffective for Hays County Sheriff's Office and the San Marcos Police Department to have separate and independent Unmanned Robotics Teams;

WHEREAS Chapter 791 of the Texas Government Code provides the authority for Hays County, Texas and the City of San Marcos, Texas to enter into an Interlocal Agreement for the creation and operation of a joint unmanned robotics team called the "Hays County Unmanned Robotics Team"; and

WHEREAS an "unmanned robotic" means an unmanned ground, water, or airborne vehicle, guided by a pilot via a tether, ground control system, or autonomously through the use of an on-board computer, communication links, or other additional equipment.

NOW THEREFORE, Hays County, Texas ("Hays County"), acting through its duly authorized County Judge and Sheriff, and the City of San Marcos, Texas ("San Marcos"), acting through its duly authorized City Manager and Chief of Police, hereby agree to the following terms and conditions.

1. PARTICIPATING LAW ENFORCEMENT AGENCIES: The Hays County Sheriff's Office ("Sheriff's Office") and the San Marcos Police Department ("Police Department").
2. EFFECTIVE DATE OF AGREEMENT: January 1, 2019
3. GOVERNING BODY AUTHORIZATION: This agreement is authorized by the Hays County Commissioners Court and the San Marcos City Council, pursuant to §791.011 (d)(1) of the Texas Government Code.
4. GRANTS OF AUTHORITY:
 - a. For law enforcement purposes associated with this Agreement, officers of the Police Department designated to be members of the Hays County Unmanned Robotics Team are granted full peace officer authority throughout Hays County.
 - b. For law enforcement purposes associated with the Agreement, deputies of the Sheriff's Office are granted full peace officer authority within such portions of the City of San Marcos and upon all property owned or regulated by San Marcos including property which is situated outside of Hays County.
5. DESIGNATION OF HAYS COUNTY UNMANNED ROBOTICS TEAM: Designees to the Hays County Unmanned Robotics Team shall be selected in the following manner:

- a. From the Sheriff's Office: Deputies and corresponding rank to be determined by the Sheriff.
 - b. From the Police Department: Officers and corresponding rank to be determined by the Chief of Police.
 - c. The Chief of Police and the Sheriff may change the number and designation of personnel by written agreement signed by the Chief of Police and the Sheriff. The San Marcos Police Chief and the Sheriff of Hays County shall jointly designate one member from the above compliment to serve as the Team Commander. All members assigned to the Hays County Unmanned Robotics Team shall report to and be supervised by the Team Commander who shall report jointly to the Hays County Sheriff and San Marcos Chief of Police or their specified designee.
6. HAYS COUNTY UNMANNED ROBOTICS TEAM SUPERVISION: The day-to-day supervision of the Hays County Unmanned Robotics Team will be the responsibility of the Team Commander. The Hays County Sheriff and the San Marcos Chief of Police shall make supervision, guidance of team operation, decisions on assignment of personnel, expenditures of funds, and all other administrative matters jointly.
7. HAYS COUNTY UNMANNED ROBOTICS TEAM RESPONSIBILITIES:
 - a. The deployment of small Unmanned Robotic Systems by the Hays County Unmanned Robotics Team is expected to assist law enforcement as a force multiplier, provide increased situational awareness, improve cost-operating efficiency, and enhance officer and public safety. Deployments of this technology will be in direct support of critical incidents, crime scene and vehicular accident forensics collection, tactical operations, officer training, direct or indirect Fire Department assistance, disaster response and any other mission requiring unmanned overview within a Defined Incident Perimeter (DIP).
 - b. As with all investigative methods, the unmanned robotics system must be operated consistent with the U.S. Constitution. Accordingly, all Hays County Unmanned Robotics Team personnel shall abide by the Fourth Amendment and protect citizens from unreasonable searches and seizures. The unmanned robotics system shall never be used solely for the purpose of monitoring activities protected by the First Amendment or the lawful exercise of other rights secured by the Constitution and laws of the United States except as necessary to protect people who are exercising their constitutional rights. Hays County Unmanned Robotics Team personnel must be trained on, and abide by, all applicable federal, state and local legal standards, including agency guidance applicable to the deployment and use of this technology. Finally, unmanned robotics systems shall only be deployed in connection with properly authorized investigations and emergency response activities and shall only be deployed within the context of existing and applicable federal, state and local laws/regulations, and agency safeguards.
8. FUNDING AND EXPENDITURES:
 - a. Funds for those expenditures for equipment, supplies, and operation of the Team listed on the attached Exhibit A shall be provided by the respective agencies of each designated officer/deputy to the team.

- b. The Hays County Sheriff's Office and the San Marcos Police Department acknowledge that funding under this Agreement will be made from current revenues available to each of the entities. Funds for the participation in this Agreement have been provided through the Parties' respective budgets approved by the Commissioner's Court and by the City Council for the current fiscal year only. State statutes prohibit the obligation to expend public funds beyond the fiscal year for which a budget has been approved. However, the cost of services by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the Sheriff's Office and the Police Department to be included in each proposed budget within the foreseeable future. The Sheriff's Office and the Police Department expect this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent participation in this Agreement. This Agreement shall terminate if Hays County, Texas or the City of San Marcos, Texas does not appropriate funds to continue the Team's operations in and subsequent fiscal year.

9. STATUS OF PERSONNEL ASSIGNED TO THE HAYS COUNTY UNMANNED ROBOTICS TEAM

- a. Each entity shall be solely responsible for the conduct, alleged misconduct, training, supervision discipline and control of the personnel it assigns to the Team while engaged in Team activities.
- b. Each entity shall be solely responsible for the wages, salaries, pension, compensation, injury or death benefits, workers compensation benefits, equipment, clothing, medical expenses, vehicles, travel, food and lodging of the personnel it assigns to the Team.
- c. If any person assigned to perform Unmanned Robotics activities is cited as a party to any civil lawsuit, state or federal, arising out of such activities, the person shall be entitled only to the benefits, if any, provided by the entity that employs that person.

10. INDEMNITY:

- a. TO THE EXTENT ALLOWED BY LAW, UNDER APPLICABLE LAW OF THE CITY OF SAN MARCOS AGREES TO HOLD HARMLESS, INDEMNIFY, AND DEFEND HAYS COUNTY AND ITS EMPLOYEES, AGENTS, OFFICERS, AND SERVANTS FROM ANY AND ALL LAWSUITS, CLAIMS, DEMANDS, AND CAUSES OF ACTION OF ANY KIND ARISING FROM THE NEGLIGENT OR INTENTIONAL ACTS, ERRORS, OR OMISSIONS OF THE CITY, ITS OFFICERS, EMPLOYEES, OR AGENTS WITH RESPECT TO ACTIONS TAKEN UNDER THIS AGREEMENT.
- b. TO THE EXTENT ALLOWED BY LAW, HAYS COUNTY AGREES TO HOLD HARMLESS, INDEMNIFY, AND DEFEND THE CITY OF SAN MARCOS AND ITS EMPLOYEES, AGENTS, OFFICERS, AND SERVANTS FROM ANY AND ALL LAWSUITS, CLAIMS, DEMANDS, AND CAUSES OF ACTION OF ANY KIND ARISING FROM THE NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS OF THE COUNTY, ITS OFFICERS, EMPLOYEES, OR AGENTS WITH RESPECT TO ACTIONS TAKEN UNDER THIS AGREEMENT.

11. TERM AND TERMINATION:

- a. All other Interlocal Agreements for the creation of a joint Hays County Unmanned Robotics Team between the parties to this Agreement that were created prior to the Effective Date of this Agreement, if any, are hereby revoked and voluntarily terminated by the parties to this Agreement.
 - b. Subject to the availability of funding as set forth above in Section 8(b), this agreement shall remain in force and effect for annual periods effective each October 1st, unless either party gives the other party written notice of its intention to terminate this Agreement at least thirty (30) days in advance of an anniversary of that date.
 - c. Upon any termination of this Agreement, each item of equipment purchased for the Hays County Unmanned Robotics Team will be kept and maintained by the agency that originally purchased that equipment.
12. PUBLIC INFORMATION OFFICER: In compliance with the Public Information Act, the Hays County Sheriff's Office will be responsible for the releasing of any information to the media as it relates to the Hays County Unmanned Robotics Team and its operations.
13. SEVERABILITY: If any portion of the Agreement is determined by a court of competent jurisdiction to be invalid for any reason, the remaining provisions shall remain in full force and effect.
14. SURVIVAL: Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 8, 9, 10, 11, 12, 13, 14, 15, 16.
15. WAIVER BY PARTY: Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.
16. ENTIRE AGREEMENT; AMENDMENT: This agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

The parties to this Interlocal Agreement for the Hays County Unmanned Robotics Team hereby agree to the terms and conditions contained herein on this the ____ day of _____, 2019, as is evidenced by their signatures below.

THE CITY OF SAN MARCOS

COUNTY OF HAYS

Bert Lumbreras
City Manager

Ruben Becerra
County Judge

Attest:

Elaine Cardenas, Hays County Clerk

Chase Stapp, Chief of Police

Gary Cutler, Sheriff

EXHIBIT A-RESPECTIVE AGENCY EXPENDITURES

1. Salaries, benefits and insurance of assigned personnel
2. Vehicles and operating expenses for assigned personnel
3. Vehicular and portable radio equipment and operating expenses for assigned personnel
4. Liability insurance coverage for assigned personnel
5. Overtime pay and benefits for assigned personnel
6. Non-Unmanned Robotics related training as required by agency
7. Hays County Unmanned Robotics Team training as determined by the Commander, Chief of Police and/or Sheriff
8. Non-Unmanned Robotics related travel required by agency
9. Hays County Unmanned Robotics Team travel as determined by the Commander, Chief of Police and/or Sheriff
10. Hays County Unmanned Robotics Team equipment and supplies as determined by the Commander, Chief of Police and/or Sheriff