

**AMENDED AND RESTATED
INTERLOCAL AGREEMENT BY AND BETWEEN HAYS COUNTY
AND THE CITY OF SAN MARCOS REGARDING THE
HAYS COUNTY NARCOTICS TASK FORCE**

On this 4th day of June, 2019, Hays County ("Hays County"), a political subdivision of the State of Texas and the City of San Marcos, Texas (the "City"), a municipality of the State of Texas, hereinafter referred to as the "Parties", enter into this Amended and Restated Interlocal Agreement under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for the purposes of establishing the creation, composition, and operation of a narcotics task force (the "Hays County Narcotics Task Force" or "HCNTF") composed of deputies from the Hays County Sheriff's Office ("HCSO") and officers from the San Marcos Police Department ("SMPD").

The Parties have determined that there exists a substantial ongoing need for a joint narcotics task force. The HCSO and the SMPD have both found it would be inefficient and ineffective for the HCSO and the SMPD to have separate and independent narcotics task forces both operating in the greater San Marcos and Hays County region.

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

1. EFFECTIVE DATE OF AGREEMENT: May 1, 2019
2. GRANTS OF AUTHORITY:
 - a. For law enforcement purposes outlined and associated with this Agreement, officers of the SMPD designated to be members of the HCNTF are granted full peace officer authority throughout Hays County.
 - b. For law enforcement purposes outlined and associated with this Agreement, officers of the HCSO designated to be members of the HCNTF are granted full peace officer authority throughout Hays County and upon all property owned, controlled, or regulated by the City of San Marcos.
3. DESIGNATION OF NARCOTICS TASK FORCE:
 - a. The Hays County Narcotics Task Force is designated to consist of the following personnel:
 - i. From the HCSO: four (4) deputies (rank to be determined by the Sheriff or his designee) and one (1) administrative assistant/analyst
 - ii. From the SMPD: four (4) officers (rank to be determined by the Chief of Police or his designee)

- iii. The Hays County Sheriff and the San Marcos Chief of Police or their respective designees may change the number and designation of personnel by written agreement signed by both the Sheriff and the Chief of Police.
- b. The San Marcos Chief of Police and the Hays County Sheriff or their respective designees shall jointly designate one member to serve as the Task Force Commander, as well as one member to serve as the Assistant Task Force Commander. The Task Force Commander and the Assistant Task Force Commander shall not both be from the same agency. The HCNTF personnel shall report to and be supervised by both the Task Force Commander and the Assistant Task Force Commander, who shall report jointly to the Hays County Sheriff and the San Marcos Chief of Police or their respective designees.

4. HCNTF SUPERVISION AND LEADERSHIP:

- a. The day-to-day supervision of the HCNTF shall be the responsibility of the Task Force Commander. If an agency-specific situation arises, the Assistant Task Force Commander, rather than the Task Force Commander, may take over supervision of that agency-specific issue. Supervision and guidance of HCNTF operations, decisions on assignment of personnel, expenditures of funds, and all other administrative matters shall be made jointly by the Hays County Sheriff and the San Marcos Chief of Police or their respective designees.

5. HCNTF RESPONSIBILITIES:

- a. The HCNTF shall abide by the Standard Operating Procedure (SOP) put in place and agreed to by both parties.
- b. The HCNTF shall conduct investigations and enforcement activities pertaining to violations of local, state, and federal controlled substances laws and regulations, and other activities associated with the violations.
- c. The HCNTF shall cooperate with other law enforcement agencies in the investigation of criminal cases and in the seizure and disposition of assets under state and federal asset forfeiture laws and regulations, in accordance with agreements approved by the Hays County Sheriff, the San Marcos Chief of Police, and the heads of the other law enforcement agencies.
- d. The HCNTF shall cooperate with the Hays County Criminal District Attorney, other District Attorneys, other State Prosecutors, and United States Attorneys in the prosecution of criminal cases and in the disposition of forfeited assets, in accordance with agreements approved by the Hays County Sheriff, the San Marcos Chief of Police, and respective prosecutors.

6. FUNDING AND EXPENDITURES:

- a. Funds for those expenditures for equipment, supplies, and operation of the HCNTF listed in the attached Exhibit A shall be provided by the respective agencies.

- b. Funds for those expenditures for equipment, supplies, and operation of the HCNTF listed in the attached Exhibit B shall be made jointly by equal cash contributions made by the respective agencies.
- c. The HCSO and the SMPD 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 Commissioners Court and by the City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of 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 HCSO and the SMPD to be included in each proposed budget within the foreseeable future. The parties 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.

7. INDEMNITY:

- a. TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, 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 OF SAN MARCOS, ITS OFFICERS, EMPLOYEES, OR AGENTS WITH RESPECT TO ACTIONS TAKEN UNDER THIS AGREEMENT.
- b. TO THE EXTENT ALLOWED UNDER APPLICABLE 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 HAYS COUNTY, ITS OFFICERS, EMPLOYEES, OR AGENTS WITH RESPECT TO ACTIONS TAKEN UNDER THIS AGREEMENT.

8. TERM AND TERMINATION:

- a. All other agreements for the creation and operation of a joint HCNTF 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 for this Agreement through the annual budget processes of Hays County and the City of San Marcos, this Agreement shall remain in full force and effect for annual periods effective each May 1st unless either party gives the other party written notice of its intention to terminate this Agreement at least 90 (ninety) days in advance of an anniversary of that date.

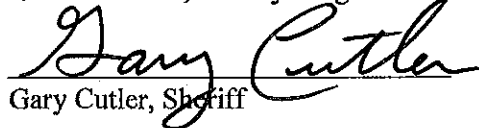
- c. Upon any termination of this Agreement, all outstanding HCNTF expenses shall be paid in accordance with Section 6 of this Agreement and any remaining HCNTF equipment and supplies shall be maintained by the agency that originally purchased that equipment, or if purchased jointly, be divided equitably between the agencies by agreement between the Hays County Sheriff and the San Marcos Chief of Police or their respective designees.
9. PUBLIC INFORMATION OFFICER (PIO): The HCSO will be responsible for releasing any information to the media as it relates to the HCNTF and HCNTF operations. For incidents occurring within the geographic boundaries served by SMPD, the HCSO will coordinate media releases with the PIO from SMPD.
10. SEVERABILITY: If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid for any reason, the remaining provisions of the Agreement shall remain in full force and effect.
11. 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.
12. 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 a Hays County Narcotics Task Force hereby agree to the terms and conditions contained herein on this the 4th day of June, 2019, as is evidenced by their signatures below.

COUNTY OF HAYS



Ruben Becerra, County Judge



Gary Cutler, Sheriff

THE CITY OF SAN MARCOS

Bert Lumbreras, City Manager

Chase Stapp, Chief of Police

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-HCNTF related training required by agency
7. Non-HCNTF related travel required by agency

EXHIBIT B
JOINT OPERATING FUND EXPENDITURES

1. Purchase of evidence, information, and other investigative expenses
2. Laboratory, scientific analysis, and chemical disposal services
3. Investigative equipment such as tape recorders, night vision devices, pen registers, scales, binoculars, body monitoring devices, cameras, television cameras, and recorders
4. Surveillance and undercover vehicles and operating expenses
5. Evidence packaging and preservation expenses
6. Lease limit-use facilities, equipment, and expenses such as undercover houses, vehicles, and props
7. Miscellaneous expenses directly related to HCNTF responsibilities