

**FIRST AMENDED  
HAYS COUNTY SWAT TEAM  
INTERLOCAL AGREEMENT**

**STATE OF TEXAS**

**COUNTY OF HAYS**

WHEREAS Hays County, Texas, the City of San Marcos, Texas, Texas State University, Texas, the City of Kyle, Texas and the City of Buda, Texas have determined that there exists an ongoing need for Special Weapons and Tactics ("SWAT") Units in the greater Hays County region;

WHEREAS it would be inefficient and ineffective for the Hays County Sheriff's Office, the San Marcos Police Department, the Texas State University Police Department, the Kyle Police Department, and the Buda Police Department to have separate and independent SWAT Units;

WHEREAS the Interlocal Cooperation Act (hereinafter the "Act"), Chapter 791 of the Texas Government Code provides the authority for Hays County, Texas, the City of San Marcos, Texas, Texas State University, Texas, the City of Kyle, Texas, and the City of Buda, Texas to enter into an Inter-local Agreement for the creation and operation of a joint SWAT Unit called the "Hays County SWAT Team."

NOW THEREFORE, Hays County, Texas ("Hays County"), acting through its duly authorized County Judge and Sheriff, the City of San Marcos, Texas ("San Marcos"), acting through its duly authorized City Manager and Chief of Police, Texas State University located in San Marcos, Texas ("Texas State University"), acting through its duly authorized University President and Chief of Police, the City of Kyle, Texas ("Kyle"), acting through its duly authorized City Manager and Chief of Police, and the City of Buda, Texas ("Buda"), 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"), the San Marcos Police Department, Texas State University Police Department, Kyle Police Department, and the Buda Police Department.
2. EFFECTIVE DATE OF AGREEMENT: August 1, 2019
3. GOVERNING BODY AUTHORIZATION: This Agreement is authorized by Hays County Commissioners Court, San Marcos City Council, the President of Texas State University under authority delegated by the Texas State University Board of Regents, and Kyle City Council, and Buda 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 San Marcos Police Department designated to be members of the Hays County SWAT Team are granted full peace officer authority throughout Hays County and upon all property owned or regulated by Texas State University in Hays County, Kyle, or Buda, including property which is situated outside of Hays County.

- b. For law enforcement purposes associated with this Agreement, officers of the Hays County Sheriff's Office designated to be members of the Hays County SWAT Team are granted full peace officer authority upon all property owned or regulated by San Marcos, Texas State University, Kyle, or Buda, including property which is situated outside of Hays County.
  - c. For law enforcement purposes associated with this Agreement, officers of the Texas State University Police Department designated to be members of the Hays County SWAT Team are granted full peace officer authority throughout Hays County and upon all property owned or regulated by San Marcos, Kyle, or Buda, including property which is situated outside of Hays County.
  - d. For law enforcement purposes associated with this Agreement, officers of the Kyle Police Department designated to be members of the Hays County SWAT Team are granted full peace officer authority throughout Hays County and upon all property owned or regulated by San Marcos, Texas State University, or Buda, including property which is situated outside of Hays County.
  - e. For law enforcement purposes associated with this Agreement, officers of the Buda Police Department designated to be members of the Hays County SWAT Team are granted full peace officer authority throughout Hays County and upon all property owned or regulated by San Marcos or Texas State University, or Kyle, including property which is situated outside of Hays County.
5. DESIGNATION OF SWAT TEAM: Designees to The Hays County SWAT Team (the "SWAT Team") shall be selected in the following manner:
- a. From the Hays County Sheriff's Office: Deputies and corresponding rank to be determined by the Sheriff.
  - b. From the San Marcos Police Department: Officers and corresponding rank to be determined by the Chief of Police.
  - c. From the Texas State University Police Department: Officers and corresponding rank to be determined by the Chief of Police.
  - d. From the Kyle Police Department: Officers and corresponding rank to be determined by the Chief of Police.
  - e. From the Buda Police Department: Officers and corresponding rank to be determined by the Chief of Police.
  - f. The San Marcos 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 Chief of Police and the Sheriff of Hays County shall jointly designate one member from the above compliment to serve as the SWAT Team Commander. SWAT Team personnel shall report to and be supervised by the SWAT Team Commander, who shall report jointly to the Hays County Sheriff and the San Marcos Chief of Police.

6. SWAT TEAM SUPERVISION: Supervision, guidance of SWAT Team operations, and administrative matters will be the responsibility of the SWAT Team Commander.

7. SWAT TEAM RESPONSIBILITIES:

- a. The Hays County SWAT Team is responsible for responding to, assessing, and resolving critical incidents, hostage situations, barricaded subjects, high risk warrant service, terrorist events, providing high threat/dignitary protection, and other missions as directed by the San Marcos Chief of Police and/or the Sheriff.
- b. The mission of the Hays County SWAT Team is to provide tactical, administrative, and training assistance to all members of the Hays County Sheriff's Office, San Marcos Police Department, and other Law Enforcement Agencies. The mission is also to provide education to the citizenry, and to strive to enhance the basic premise upon which the concept of SWAT is based, the saving of lives.

8. FUNDING AND EXPENDITURES:

- a. Funds for those expenditures for equipment, supplies, and operation of the SWAT Team listed on the attached Exhibit A shall be provided by the respective agencies of each designated officer to the SWAT Team.
- b. The Sheriff's Office, the San Marcos Police Department, the Texas State University Police Department, the Kyle Police Department, and the Buda 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 their respective budgets or allotments approved by the Commissioners Court, the City Council, or Board of Regents 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 Sheriff's Office and the Police Departments to be included in each proposed budget within the foreseeable future. The Sheriff's Office and the Police Departments 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. The Parties agree to make appropriate budgetary requests to their respective governing authorities for each fiscal year in which this Agreement is in effect.

9. INDEMNITY:

- a. TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, THE CITY OF SAN MARCOS AGREES TO HOLD HARMLESS, INDEMNIFY, AND DEFEND HAYS COUNTY, TEXAS STATE UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM, THE CITY OF KYLE, AND THE CITY BUDA, 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, TEXAS STATE UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM, THE CITY OF KYLE, AND THE CITY OF BUDA, 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.
- c. TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, TEXAS STATE UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM AGREE TO HOLD HARMLESS, INDEMNIFY, AND DEFEND HAYS COUNTY, THE CITY OF SAN MARCOS, THE CITY OF KYLE, AND THE CITY OF BUDA, 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 TEXAS STATE UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM, ITS OFFICERS, EMPLOYEES OR AGENTS WITH RESPECT TO ACTIONS TAKEN UNDER THIS AGREEMENT.
- d. TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, THE CITY OF BUDA AGREES TO HOLD HARMLESS, INDEMNIFY, AND DEFEND HAYS COUNTY, THE CITY OF SAN MARCOS, TEXAS STATE UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM, AND THE CITY OF KYLE, 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 BUDA, ITS OFFICERS, EMPLOYEES, OR AGENTS WITH RESPECT TO ACTIONS TAKEN UNDER THIS AGREEMENT.
- e. TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, THE CITY OF KYLE AGREES TO HOLD HARMLESS, INDEMNIFY, AND DEFEND HAYS COUNTY, THE CITY OF SAN MARCOS, TEXAS STATE UNIVERSITY AND THE TEXAS STATE UNIVERSITY SYSTEM, AND THE CITY OF BUDA, 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 KYLE, ITS OFFICERS, EMPLOYEES, OR AGENTS WITH RESPECT TO ACTIONS TAKEN UNDER THIS AGREEMENT.
- f. Notwithstanding any provision of this Agreement, nothing herein shall be construed as a waiver by any Party of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflict with any other provision in this Agreement, the terms of this paragraph shall control.

10. TERM AND TERMINATION:

- a. All other Inter-local Agreements for the creation and operation of a joint Hays County SWAT 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 1<sup>st</sup>, unless any party gives the other parties written notice of its intention to terminate this Agreement at least thirty (30) days in advance of an anniversary of that date. The decision to terminate the Agreement by any one Party will not impact all other Parties' participation in this Agreement.
- c. Upon any termination of this Agreement, each item of equipment purchased for the SWAT Team will be kept and maintained by the agency that originally purchased that equipment.

11. PUBLIC INFORMATION OFFICER (PIO): The Hays County Sheriff's Office will be responsible for releasing any information to the media as it relates to the SWAT Team and SWAT operations. For incidents occurring within the geographic boundaries served by one of the member police departments, the Hays County Sheriff's Office will coordinate media releases with the PIO from that respective agency.

12. SEVERABILITY: If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid for any reasons, the remaining provisions shall remain in full force and effect

13. 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, and 15.

14. WAIVER BY PARTY: Unless otherwise provided in writing by the waiving party, a waiver by any 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.

15. 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.

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

The parties to this Interlocal Agreement for a Hays County SWAT Team hereby agree to the terms and conditions contained herein as is evidenced by their signatures below.

**THE CITY OF SAN MARCOS**

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Bert Lumbreras  
City Manager

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Chase Stapp  
Chief of Police

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Date

**HAYS COUNTY**

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Ruben Becerra  
Hays County Judge

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Gary Cutler  
Sheriff

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Date

**TEXAS STATE UNIVERSITY**

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Dr. Denise M. Trauth  
President

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Laurie Espinoza Clouse  
Chief of Police

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Date

**THE CITY OF KYLE**

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Scott Sellers  
City Manager

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Jeff Barnett  
Chief of Police

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Date

**THE CITY OF BUDA**

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Kenneth Williams  
City Manager

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Bo Kidd  
Chief of Police

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Date

## **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. Insurance coverage for assigned personnel.
5. Overtime pay and benefits for assigned personnel.
6. Non-SWAT Team related training as required by agency.
7. SWAT Team related training as determined by the Commander, Chief of Police and/or Sheriff.
8. Non-SWAT Team related travel required by agency.
9. SWAT related travel as determined by the Commander, Chief of Police and/or Sheriff.
10. SWAT Team equipment and supplies as determined by the Commander, Chief of Police and/or Sheriff.