

Hays County SWAT 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 an ongoing need for Special Weapons and Tactics ("SWAT") Units 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 SWAT Units; and

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 SWAT Unit called the "Hays County SWAT Team."

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: October 2007.
3. GOVERNING BODY AUTHORIZATION: This Agreement is authorized by Hays County Commissioners Court and 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 SWAT Team are granted full peace officer authority throughout Hays County.
 - b. For law enforcement purposes associated with the Agreement, officers of the Sheriff's Office designated to be members of the SWAT Team are granted full peace officer authority within such portions of the City of San Marcos and upon all property owned by San Marcos which is situated outside of Hays County.

Commented [WB1]: New agreement adds additional agencies to the agreement Hays County, San Marcos, Texas State, Kyle, and Buda

Commented [WB2]: Updated

Commented [WB3]: New agreement adds additional agencies to the agreement Hays County, San Marcos, Texas State, Kyle, and Buda

Commented [WB4]: New agreement adds additional agencies to the agreement Hays County, San Marcos, Texas State, Kyle, and Buda. This part also gives members full peace officer authority in all the member jurisdictions.

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 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 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.

Commented [WB5]: The new agreement expands the number of these subparagraphs to include new member agencies.

6. **SWAT TEAM SUPERVISION:** The day-to-day supervision of the SWAT Team will be the responsibility of the SWAT Team Commander. Supervision and guidance of SWAT Team operations and 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.

Commented [WB6]: Wording is changed in the new agreement but content remains unchanged

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.

Commented [WB7]: This section was removed in the new agreement.

8. **FUNDING AND EXPENDITURES:**

- a. Funds for those expenditures for equipment, supplies, and operation of the Task Force listed on the attached Exhibit A shall be provided by the respective agencies of each designated officer to the SWAT 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 statues prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of services covered by this Agreement

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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.

Commented [WB9]: Wording changes in this part and inclusion of the new agencies. Please refer to the new agreement.

9. INDEMNITY:

- a. To THE EXTENT ALLOWED 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 AN AND ALL LAWSUITS, CLAIMS, DEMANDS, AND CAUSES OF ACTION OF ANY KIND ARISING FROM THE NEGLIGENCE OF 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 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 AND ANY KIND ARISING FROM THE NEGLIGENCE OF INTENTIONAL ACTS, ERRORS OR OMISSIONS OF THE COUNTY, ITS OFFICERS, EMPLOYEES, OR AGENTS WITH RESPECT TO ACTIONS TAKEN UNDER THIS AGREEMENT.

Commented [WB10]: Changed to include all of the new member agencies. Please refer to the new agreement.

10. TERM AND TERMINATION:

- a. All other Interlocal 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 __, 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 SWAT Team will be kept and maintained by the agency that originally purchased that equipment.

11. PUBLIC INFORMATION OFFICER: 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.

Commented [WB11]: Updated to include working with the PIO of member agencies for media releases when an incident occurs within a member agencies jurisdiction.

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 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.

Commented [WB12]: Wording is changed in the new agreement but content remains unchanged

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. **ADDITION**

Commented [WB13]: Paragraph 16 is an added addition. Please refer to the new agreement.

The parties to this Interlocal Agreement for a Hays County SWAT Team hereby agree to the terms and conditions contained herein on this the _ day of October, 2007, as is evidenced by their signatures, below.

THE CITY OF SAN MARCOS

COUNTY OF HAYS

Dan O'Leary, City Manager



Liz Sumter, County Judge

Attest:

Linda Fritsche, Hays County Clerk

Howard Williams, Chief of Police

Allen Bridges,

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-SWAT Team related training as required by agency
7. SWAT Team related training as determined by the Commander, Chief of Police and 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

Commented [WB14]: Minor word changes but content remains the same.