

HAYS COUNTY NARCOTICS TASK FORCE INTERLOCAL AGREEMENT

ORIGINAL

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HAYS

1. **PARTIES:** 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.
2. **PARTICIPATING LAW ENFORCEMENT AGENCIES:** The Hays County Sheriff's Office ("Sheriff's Office") and the San Marcos Police Department ("Police Department").
3. **EFFECTIVE DATE OF AGREEMENT:** May 1, 2007
4. **STATUTORY AUTHORIZATION:** The Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code
5. **GRANTS OF AUTHORITY:**
 - (a) For law enforcement purposes associated with this Agreement, officers of the Police Department are granted full peace officer authority throughout Hays County.
 - (b) For law enforcement purposes associated with this Agreement, officers 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 by San Marcos which is situated outside of Hays County.

Commented [WB1]: This formatting is changed and contained in the first paragraph of the new interlocal.

Commented [WB2]: Updated

Commented [WB3]: This formatting is changed and contained in the first paragraph of the new interlocal.

Commented [WB4]: The new document changes this wording but the content remains the same.

Commented [WB5]: The new document changes the wording but the content remains the same.

6. **DESIGNATION OF TASK FORCE:** The Hays County Narcotics Task Force (the "Task Force") is initially designated to consist of the following personnel:

- (a) From the Sheriff's Office: four (4) deputies (rank to be determined by Sheriff) and one (1) administrative assistant / analyst.
- (b) From the Police Department: four (4) officers (rank to be determined by Chief of Police).
- (c) **ADDITION**

The San Marcos Police Chief and the Sheriff of Hays County shall jointly designate one member from the above compliment to serve as the Task Force Commander. The Task force personnel shall report to and be supervised by the Task Force Commander, who shall report jointly to the Hays County Sheriff and the San Marcos Chief of Police.

7. **TASK FORCE SUPERVISION:** The day-to-day supervision of the Task Force will be the responsibility of the Task Force Commander. Supervision and guidance of Task Force 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.

8. **TASK FORCE RESPONSIBILITIES:**

- (a) **ADDITION**
- (b) The Task Force shall conduct investigations and enforcement activities pertaining to violations of local, state, and federal controlled substances laws and regulations, and other activity associated with the violations.
- (c) The Task Force 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 agencies.
- (d) The Task Force shall cooperate with the Hays County Criminal District Attorney, other District Attorneys, and United States Attorneys in the prosecution of criminal cases and in the disposition of forfeited assets, in

Commented [WB6]: Wording changed in the new document

Commented [WB7]: The new agreement added the following:

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.

Commented [WB8]: This section updated to the following:

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.

Commented [WB9]: This section updated to the following:

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.

Commented [WB10]: The new agreement added the following:

The HCNTF shall abide by the Standard Operating Procedure (SOP) put in place and agreed to by both parties.

accordance with agreements approved by the Hays County Sheriff, the San Marcos Chief of Police and respective prosecutors.

Commented [WB11]: Some wording change content remains unchanged.

9. **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.
- (b) Funds for those expenditures for equipment, supplies and operations of the Task Force listed on the attached Exhibit B shall be made jointly comprised of equal cash contributions made by the respective agencies.
- (c) **ADDITION**

Commented [WB12]: The new agreement added the following:

10. **TERM AND TERMINATION:**

- (a) Subject to the availability of funding for this Agreement through the annual budget processes of Hays County and San Marcos, this agreement shall remain in force an 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 days in advance of an anniversary of that date.
- (b) Upon any termination of this Agreement, all outstanding Task Force expenses shall be paid in accordance with Section 9 of this Agreement and remaining Task Force equipment and supplies shall be divided equitably between the agencies by agreement between the Hays County Sheriff and the San Marcos Chief of Police.

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.

Commented [WB13]: Changed in the new agreement in paragraph 8. Please refer to the new agreement.

11. **SERVERABILITY:** If any portion of this 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.

12. SUPERSEDES: This contract supersedes all prior existing contracts to the extent that this contract is applicable as of the date of execution below. This contract is not intended to void prior contracts and all prior contracts remain in full force and effect until the activity governed by those prior contracts are finally resolved.

Commented [WB14]: This language was not included in the new document

New additions not included in this document please refer to the new agreement:

Paragraph 7
Paragraph 9
Paragraph 11
Paragraph 12

EXHIBIT A - - RESPECTIVE AGENCY EXPENDITURES

- I. 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-task force related training required by agency
7. Non-task force related travel required by agency

EXHIBIT B - - JOINT OPERATING FUND EXPENDITURES

- I. Purchase of evidence, purchase of 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 Task Force responsibilities

Commented [WB15]: Minor changes in language change in new agreement

Agendaltem Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's office

no later than 12:00 noon on WEDNESDAY.

Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Authorize the County Judge to execute an Interlocal Agreement between the City of San Marcos and the County of Hays pertaining to the continued operation of the Hays County Narcotics Task Force.

Consent, Action, Executive Session, Etc. - CONSENT

MEETING DATE REQUESTED: 20 February 2007

REQUESTED BY: Sheriff Allen Bridges

FUNDS REQUIRED: Within Current Budget

SUMMARY:

Requesting execution of an updated Interlocal Agreement between the County of Hays, Hays County Sheriff's Office and the City of San Marcos, San Marcos Police Department reflecting the continued operation of the joint Hays County Narcotics Task Force.

AGENDA ITEM-APPROVED BY:

COUNTY JUDGE

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COUNTY AUDITOR

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COMMISSIONER PCT. 1

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COMMISSIONER PCT. 2

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COMMISSIONER PCT. 3

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COMMISSIONER PCT. 4

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ACTION TAKEN/ ACTION REQUIRED: