

hereinafter described, and subject to each and every term and condition of this Agreement, the Parties contract, covenant and agree as follows:

Article One - Findings and Declarations

Section 1.1. The recitals hereinabove set forth are incorporated herein for all purposes and are found by the City Councils of Missouri City, Rosenberg, Stafford, and Sugar Land and the Fort Bend Commissioners Court to be true and correct. It is further found and determined that the City Councils of Missouri City, Rosenberg, Stafford, and Sugar Land and the Fort Bend County Commissioners Court have authorized and approved this Agreement by resolution duly adopted by each of the City Councils and an order or resolution of the Fort Bend County Commissioners Court.

Section 1.2. It is the declared and stated intent of the Parties that the terms, conditions, and provisions of this Agreement may be enforced by each of the Parties, jointly or independently, either at law or in equity, and the Parties shall be deemed to have waived any claim or right that is inconsistent with this Agreement and shall be stopped from challenging any term, provision, or condition hereof.

Article Two - Purpose

The purpose of this Agreement is to coordinate multiple law enforcement agencies to provide adequate response levels to law enforcement SWAT events within Fort Bend County, jurisdictions within Fort Bend County, and the HGAC- COG region upon request.

Article Three - Administration

Section 3.1 The Fort Bend County Office of Emergency Management (FBCOEM) will be the administrative agent for the Federal Emergency Management Agency (FEMA) Urban Area Security Initiative (UASI) grant and grant submission process under this Agreement pursuant to the act.

Section 3.2 For the purpose of continuity of records management, audit process, and centralizing inventory control, and pursuant to this Agreement, Fort Bend County will own the equipment and vehicle(s) funded by the Urban Area Securities Initiative (UASI) grant. Equipment and vehicle(s) will be distributed to the Missouri City, Rosenberg, Stafford, and Sugar Land Police Departments and the Fort Bend County Sheriff's Office according to the distribution strategy approved by the Administrative Directors (see Section 3.3).

Section 3.3. The law enforcement Chiefs of each of the participating jurisdictions and the County Sheriff will jointly and equally serve as Administrative Directors to establish and

maintain direction and authorize the allocation of resources of the Fort Bend Regional Special Weapons and Tactics Team. The Chiefs may designate an Assistant Chief or other designee and the Sheriff may designate the Chief Deputy or other designee as their representative when necessary.

Section 3.4. Each participating jurisdiction will designate a representative Team Leader to serve on the Operations Committee (OC) to develop, recommend, and maintain operational guidelines for the Team.

Section 3.5 The Fort Bend Regional Special Weapons and Tactics Team will be comprised of an East Division, which includes Missouri City, Stafford and Sugar Land Police Departments, pursuant to the Mutual Aid Law Enforcement Agreement previously agreed to by Missouri City, Stafford, and Sugar Land on May 24, 2006, or as amended, and a West Division, which includes Rosenberg Police Department and Fort Bend County Sheriff's Office pursuant to the Mutual Aid Law Enforcement Agreement agreed to by Rosenberg and Fort Bend County; and

Section 3.6. An amount of up to \$5,000.00 per participating agency each year shall be paid from the federal Equitable Sharing Program to Fort Bend County for vehicle and equipment maintenance and operational costs of SWAT vehicles.

Article Four - Duties and Responsibilities of the Parties

Section 4.1. Each party will be a first responder to law enforcement SWAT events within its respective jurisdiction.

Section 4.2. Each party will respond to participating jurisdictions and the Houston Galveston Area Council (HGAC) region upon request when available and in accordance with Chapter 418 of the Texas Government Code and Chapter 362 of the Texas Local Government Code, as applicable. Each jurisdiction's availability to respond will be determined solely by that jurisdiction.

Section 4.3. Each party will respond with adequate personnel and tactical response equipment in accordance with appropriate SWAT team protocols when responding to law enforcement tactical response events. Any SWAT personnel who has not successfully completed the most recent 16 hour monthly training will not be deployed to any SWAT scene until all training is successfully completed.

Section 4.4. For the purpose of equipment familiarization and training, the SWAT vehicle(s) will have one designated location for storage: Sheriff's Office Training Complex, 2710 Stella Rd, Rosenberg, TX 77469.

Section 4.5. Each party's SWAT team response personnel will be trained and certified to meet accepted National Tactical Officers Association (NTOA) standards.

Section 4.6. Missouri City, Rosenberg, Stafford and Sugar Land Police Departments, and the Fort Bend County Sheriff's Office will conduct two inventories a year of any assigned vehicles or equipment pursuant to this Agreement, on a form approved by the County. All parties will provide the inventory lists to Fort Bend County OEM prior to January 1st and July 1st of each year.

Section 4.7. The County may request, from all parties, an additional inventory of vehicles or equipment housed and may request copies of personnel training records relating to the regional SWAT team pursuant to this Agreement in preparation for an audit. Additional inventories and records will be due within 30 days of receipt of a written request from County. Inventory records will be available to all participating jurisdictions at anytime.

Section 4.8. The Missouri City, Rosenberg, Stafford and Sugar Land Police Departments, and the Fort Bend County Sheriff's Office are prohibited from transferring or relocating assigned SWAT vehicle(s) and equipment pursuant to this agreement without prior notification of Fort Bend County OEM.

Section 4.9. Pursuant to this Agreement, the Missouri City, Rosenberg, Stafford and Sugar Land Police Departments, and the Fort Bend County Sheriff's Office, will store the County owned vehicles and equipment in a secure manner that is free from the elements of weather and other conditions that would degrade the vehicle and impact its intended use.

Section 4.10. The Missouri City, Rosenberg, Stafford and Sugar Land Police Departments, and the Fort Bend County Sheriff's Office, will forward all maintenance records for the SWAT vehicles housed by such parties pursuant to this Agreement to the Fort Bend County Vehicle Maintenance Department within 30 days of work being performed. Such records will include, but not be limited to, all records of preventative maintenance, tire replacements, and any other maintenance work performed on the vehicles by any authorized service facility other than at the Fort Bend County Vehicle Maintenance Department.

Section 4.11. a. The Fort Bend County Sheriff's Office will deploy specialized equipment, including but not limited to the Rook and robotics, and/or other equipment requiring the operator to have completed specialized training and shown proficiency, with a designated operator. Only an operator with the expertise to safely and effectively operate the specialized equipment will be deployed with the equipment. All records and reports related to a deployment shall identify the operator(s) for each specialized vehicle or equipment.

b. Missouri City, Rosenberg, Stafford and Sugar Land Police Departments, and the Fort Bend County Sheriff's Office will use the vehicles and equipment, pursuant to this Agreement, solely for responding to incidents, related training activities, and driver familiarization activities.

Section 4.12. In preparation for audits, each party will submit a Quarterly Summary Report to the Fort Bend County OEM in a format approved by Fort Bend County OEM, along with

copies of individual incident reports for each call for service responded to by the Fort Bend Regional Special Weapons and Tactics team. The reports will be due no later than April 10th, July 10th, October 10th, and January 10th of each year for the previous quarter. This report is intended to document the mobilization and use of the Fort Bend Regional Special Weapons and Tactics team.

Section 4.13. The Fort Bend Regional Special Weapons and Tactics team will notify the Fort Bend County (OEM) whenever any or all components of the team respond to an incident within Fort Bend County or the HGAC region. This notification will be made as soon as possible either during or after the incident.

Section 4.14. Each party will comply with and use the National Incident Management System (NIMS) - Incident Command System (ICS) to manage and organize incidents involving the Fort Bend SWAT Team (as required by Federal, State and Local mandates).

Section 4.15. Repairs for damages to the SWAT vehicle(s) or equipment incurred while training, responding to an incident, or operating the vehicle or equipment for any reason will be paid by the party operating the vehicle or equipment if such damages are the result of the operating party's negligence or accident.

Section 4.16. While any peace officer employed by any party to this Agreement is in another jurisdiction pursuant to this Agreement, such peace officer shall comply with all laws, statutes, rules and regulations of the State of Texas and all policies and procedures of the department by whom the peace officer is employed.

Section 4.17. Any peace officer who performs peace officer duties outside the territorial limits of the jurisdiction where the peace officer is employed as a peace officer shall be entitled to the same wage, salary, pension, and all other rights for such service, including injury or death benefits, the same as though the service had been rendered within the limits of the jurisdiction where the peace officer is employed. All compensation and expenses of said peace officer shall be a cost of, and paid by, the political subdivision which employs said peace officer.

Section 4.18. Each agency which uses any vehicle or equipment shall assume responsibility for returning the vehicle and equipment in a state of readiness for the next deployment. This includes, but is not limited to fueling, sanitizing, repairing, performing preventative maintenance and documenting and reporting any damage and disrepair.

Article Five - County's Duties and Responsibilities

Section 5.1. The County will be responsible for the cost of repairs or damages to the County owned SWAT vehicle and equipment pursuant to this Agreement except as set forth in Section 4.15.

Section 5.2. The SWAT vehicle(s) has a projected service life of ten years. The County will give replacement of these vehicles top priority in ten years subject to the availability of federal funds to sufficiently cover the replacement cost. It is further agreed that the projected service life of any individual vehicle may be reduced or extended due to other issues that may impact the need for replacing the vehicle in ten years. Based on a recommendation of the majority of the Administrative Directors, the decision to reduce or extend a vehicles service life will be made by the County, but only following consultation with the parties involved.

Article Six - No Co-Partnership

It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between Missouri City, Rosenberg, Stafford, Sugar Land, and the County, or as creating or establishing the relationship by any of the parties as agent, representative, or employee of another party for any purpose, or in any manner, whatsoever.

Parties agree to follow the Fort Bend County Sheriff's Office SWAT Standard Operating Procedures.

Parties agree that failure to follow the SWAT policy will result in dismissal from the regional team.

Article Seven - Term, Renewals, and Amendments

This Agreement will be in effect for one (1) year from the effective date hereof and will be considered automatically renewed for each succeeding year, up to a total of five such years. This Agreement may be reviewed annually and any party may terminate this Agreement, with or without cause, by giving at least thirty(30) days written notice to the other parties. The decision to terminate the Agreement by Missouri City, Rosenberg, Stafford, Sugar Land will not impact the other parties' Agreement with the County, This Agreement may only be amended by a written instrument recommended by the Administrative Directors and approved by the City Councils of Missouri City, Rosenberg, Stafford, and Sugar Land and the Fort Bend County Commissioners Court.

Article Eight - Benefit of Term, Renewals, and Amendments

This Agreement is intended for the exclusive and sole benefit of Fort Bend County, Missouri City, Rosenberg, Stafford, and Sugar Land, and neither this Agreement nor any provision thereof shall be construed to confer or provide any benefit or right to any other person.

Article Nine - Severability Clause

If any provision of this Agreement or any application hereof shall be invalid, illegal, or

unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

Article Ten - Governing Law

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

Article Eleven – Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

Article Twelve - Authorization

The undersigned officers and/or agents are properly authorized to execute this contract on behalf of the Parties hereto, and each hereby certifies to the other that any necessary resolution or order extending such authority have been duly passed and are now in full force and effect.

Article Thirteen - No Third-Party Rights

By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

Article Fourteen - Multiple Counterparts

This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall be considered fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

Article Fifteen – Venue

Venue for any legal actions arising out of this Agreement shall lie exclusively in Fort Bend County, Texas.

Article Sixteen - Liability

Each party hereto agrees that it shall have no liability for the wages, disability payments, pension payments, damage to equipment (subject to section 4.16) and clothing, medical expense, and expenses of travel, food, lodging or other compensation or expenses of a peace officer employed by another party regardless of whether such peace officer performed peace officer work outside the jurisdiction of the peace officer's employer. Each party hereto agrees that it shall have no liability whatsoever for the torts or other acts of a peace officer employed by another party hereto regardless of where such tort or act occurred.

IN WITNESS THEREOF, by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterpart executed by each entity.

SIGNED AND ENTERED this _____ day of _____, 2025.

FORT BEND COUNTY, TEXAS

KP GEORGE
FORT BEND COUNTY JUDGE

ATTEST:

LAURA RICHARD,
COUNTY CLERK

APPROVED:

ERIC FAGAN,
FORT BEND COUNTY SHERIFF

APPROVED:

FORT BEND COUNTY HOMELAND
SECURITY AND EMERGENCY
MANAGEMENT

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$400,000.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

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IN WITNESS THEREOF, by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterpart executed by each entity.

SIGNED AND ENTERED this _____ day of _____, 2025.

CITY OF MISSOURI CITY

ROBIN ELACKATT,
MAYOR

ATTEST:

CRYSTAL ROAN,
CITY SECRETARY

IN WITNESS THEREOF, by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterpart executed by each entity.

SIGNED AND ENTERED this _____ day of _____, 2025.

CITY OF ROSENBERG

KEVIN RAINES,
MAYOR

ATTEST:

DANYEL SWINT,
CITY SECRETARY

IN WITNESS THEREOF, by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterpart executed by each entity.

SIGNED AND ENTERED this _____ day of _____, 2025.

CITY OF STAFFORD

CECIL WILLIS,
MAYOR

ATTEST:

ROXANNE BENITEZ,
CITY SECRETARY

IN WITNESS THEREOF, by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterpart executed by each entity.

SIGNED AND ENTERED this _____ day of _____, 2025.

CITY OF SUGARLAND

JOE ZIMMERMAN,
MAYOR

ATTEST:

ROBIN LENIO,
CITY SECRETARY