

**FORT BEND REGIONAL
SPECIAL WEAPON AND TACTICS (SWAT) TEAM
INTERLOCAL COOPERATION AGREEMENT**

THE STATE OF TEXAS

COUNTY OF FORT BEND

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Missouri City ("Missouri City"), City of Rosenberg ("Rosenberg"), the City of Stafford ("Stafford"), and the City of Sugar Land ("Sugar Land"), Texas home-rule municipal corporations, and Fort Bend County ("County"), (collectively, "the Parties"), acting by and through their authorized representatives.

Recitals

Whereas, pursuant to the Interlocal Cooperation Act, *Texas Government Code*, Chapter 791 (the "Act"), as amended, cities, counties, special districts, and other legally constituted political subdivisions of the State of Texas are authorized to enter into inter-local contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and

Whereas, Missouri City, Rosenberg, Stafford, and Sugar Land Police Departments and the Fort Bend County Sheriff's Office each provide law enforcement services to the citizens of their respective jurisdictions; and

Whereas, the parties desire to provide Special Weapons And Tactics (SWAT) capabilities within Fort Bend County and in the areas within the thirteen (13) County Houston-Galveston Area Council – Council of Governments (HGAC-COG) region in accordance with Chapter 418 of the *Texas Government Code* and Chapter 362 of the *Texas Local Government Code*, as applicable; and

Whereas, the Parties desire to coordinate and form the multi-agency Fort Bend Regional Special Weapons and Tactics Team for deployment within the county and throughout the Houston-Galveston Area Council region in accordance with Chapter 418 of the *Texas Government Code* and Chapter 362 of the *Texas Local Government Code*, as applicable.

Whereas, the Parties to this Agreement understand that entering into this Agreement in no way obligates any Party to participate in any tactical response activities;

NOW, THEREFORE, pursuant to the Act and as otherwise authorized and permitted by the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings 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 grant and the grant 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 and the Sheriff may designate the Chief Deputy 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. All services required pursuant to this Agreement that Missouri City, Rosenberg, Stafford, Sugar Land and Fort Bend County must pay for, if any, will be paid from current revenues available to each respective jurisdiction.

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.

Section 4.4. For the purpose of equipment familiarization and training, the SWAT vehicle(s) will have two designated locations for storage as follows: (1.) Sugar Land Police Department -1200 Highway 6, Sugar Land, Texas. (2.) Fort Bend County Sheriff's Office – 1410 Williams Way, Richmond, Texas

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 any time.

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. Fort Bend County will be responsible for fuel costs associated with operating the grant funded vehicle(s).

Section 4.12. 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 4.13. 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 4.14. 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 4.15. 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 4.16. 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.

Section 4.17. While any peace officer employed by any party to this Agreement is in another jurisdiction pursuant to this Agreement, such peace officer shall remain a peace officer of the jurisdiction in which the peace officer is employed, but with all the powers of a peace officer in the other County or city, whichever is applicable, as fully as though the officer was within the County and city in which the peace officer is employed, and the peace officer's qualification for office where regularly employed shall constitute the peace officer's qualification for office in the County or such other city.

Section 4.18. 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.

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 4.16.

Section 5.2. The County will reimburse the cost of, or replenish, supplies consumed by any party pursuant to this Agreement. All parties will document used inventory and submit a request to Fort Bend County Office of Emergency Management.

Section 5.3. 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.

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 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.

**FORT BEND COUNTY REGIONAL
SPECIAL WEAPONS AND TACTICS (SWAT) TEAM**

INTERLOCAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, executed 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.

FORT BEND COUNTY

By: 
Robert E. Hebert, County Judge

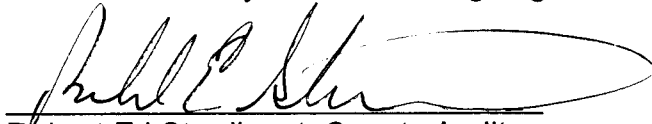
Date: 12-14-2010

ATTEST: 
Dianne Wilson, County Clerk



Auditor's Certificate

I hereby certify that funds are available to accomplish and pay the obligation of Fort Bend County under the foregoing contract.



Robert Ed Sturdivant, County Auditor

**FORT BEND COUNTY REGIONAL
SPECIAL WEAPONS AND TACTICS (SWAT) TEAM**

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IN WITNESS WHEREOF, executed 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.

CITY OF MISSOURI CITY

By: 
Allen Owen, Mayor

Date: 12-6-10

ATTEST:

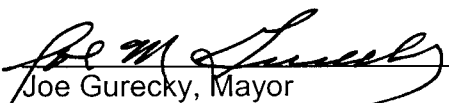

Patrice Fogarty, City Secretary

**FORT BEND COUNTY REGIONAL
SPECIAL WEAPONS AND TACTICS (SWAT) TEAM**

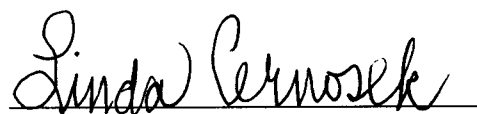
INTERLOCAL COOPERATION AGREEMENT

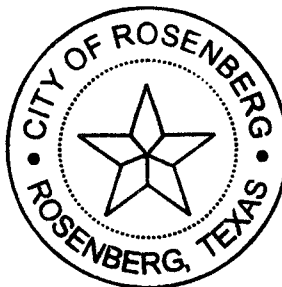
IN WITNESS WHEREOF, executed by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be original, on the date specified on the multiple counterpart executed by each entity.

CITY OF ROSENBERG

By: 
Joe Gurecky, Mayor
Date: 12-07-10

ATTEST:


Linda Cernosek, City Secretary



**FORT BEND COUNTY REGIONAL
SPECIAL WEAPONS AND TACTICS (SWAT) TEAM**

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CITY OF STAFFORD

By 
Leonard Scarcella, Mayor

Date: 12-03-10

ATTEST:


Bonnie Baiamonte, City Secretary

RESOLUTION NO. 51-10

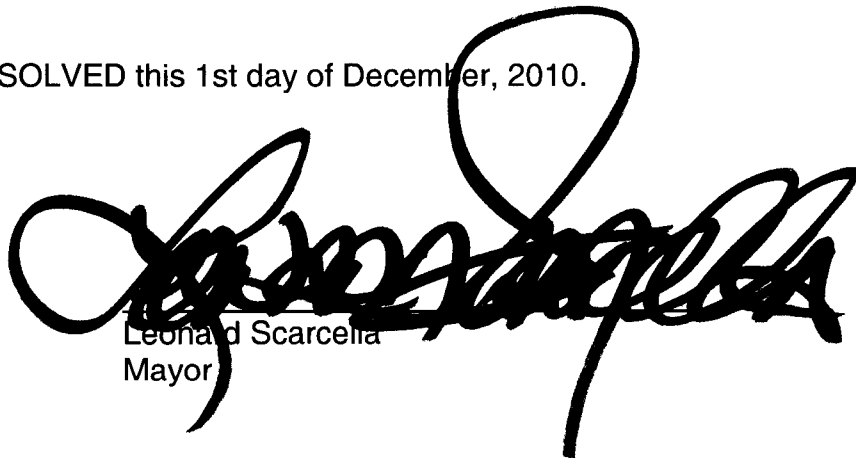
A RESOLUTION OF CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, AUTHORIZING THE MAYOR TO ENTER INTO A SPECIAL WEAPON AND TACTICS (SWAT) TEAM INTERLOCAL AGREEMENT WITH FORT BEND COUNTY, AND THE CITIES OF MISSOURI CITY, ROSENBERG AND SUGAR LAND.

* * * * *


BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

That the Mayor is hereby authorized to sign and execute a Special Weapon and Tactics (SWAT) team interlocal agreement with Fort Bend County and the cities of Missouri City, Rosenberg and Sugar Land in accordance with and under the terms set forth in the agreement attached hereto and incorporated herein as though set forth in its entirety in this resolution

PASSED, APPROVED, and RESOLVED this 1st day of December, 2010.


Leonard Scarcella
Mayor

ATTEST:


Bonnie Baiamonte
City Secretary

**FORT BEND COUNTY REGIONAL
SPECIAL WEAPONS AND TACTICS (SWAT) TEAM**

INTERLOCAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, executed 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.

CITY OF SUGAR LAND

By: _____

James Thompson
James Thompson, Mayor

Date: _____

12-07-2010

ATTEST:

Glenda Gundermann
Glenda Gundermann, City Secretary