

COUNTIES OF WILLIAMSON AND TRAVIS §
STATE OF TEXAS §

INTERLOCAL COOPERATION AGREEMENT

This **INTERLOCAL COOPERATION AGREEMENT** (“Agreement”) is executed as of this ____ day of _____, 2019, by and between the City of Cedar Park (“Cedar Park”), the City of Georgetown (“Georgetown”), the City of Leander (“Leander”), and the City of Pflugerville (“Pflugerville”) each of which being a home-rule municipal corporation and political subdivision of the State of Texas, acting by and through their duly authorized representatives.

WHEREAS, the City Councils of each Cedar Park, Georgetown, Leander and Pflugerville (“Councils”) each desire to provide highly proficient and professional life-saving and tactical response resources in law enforcement for their respective communities and the Central Texas region;

WHEREAS, the Councils have each determined that contracting for and with respect to the government services hereinafter described to be performed as a joint effort by each of the Cities will result in increased efficiency and economy, make the most efficient use of their authority and scarce resources by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide a vital service that will best meet and promote the public health, safety, and welfare of the citizens of each City;

WHEREAS, the Councils are each authorized to enter this Agreement pursuant to the general laws and codes of the State of Texas, including but not limited to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended; and

WHEREAS, the services made the subject of this Agreement are a governmental function and the Councils each desire to contract with one another in order to expressly define the Cities’ respective roles and responsibilities; and

WHEREAS, each Council finds that this Agreement will result in improved services being provided more economically and efficiently and increased public health, safety, and welfare for the constituents of each City.

NOW, THEREFORE, for and in consideration of the covenants, conditions, and undertakings hereinafter described, and the benefits to accrue to each City under this Agreement, the Cities hereby contract, covenant, and agree to provide governmental services and functions as follows:

1. Formation of Central Texas Regional S.W.A.T. The parties hereby form the Central Texas Regional S.W.A.T. (“CTRS”), a cooperative effort of the jurisdictions and law enforcement agencies identified herein, for the purpose of creating and sustaining a regional

tactical response team of trained, highly-skilled law enforcement personnel, in order to provide a highly proficient and professional life-saving and tactical response resource for their respective communities and the Central Texas region.

2. Participating Law Enforcement Agencies. The following law enforcement agencies are identified as CTRS participants: Cedar Park Police Department, Georgetown Police Department, Leander Police Department and the Pflugerville Police Department (“Participating Law Enforcement Agencies” or “Agencies”). Law enforcement agency participants may be added or removed by written amendment of or addendum to this Agreement.

3. Effective Date; Term and Termination of Agreement.

- a. This Agreement shall be effective from the date of execution for a term of one (1) year (the “Initial Term”).
- b. From and after the Initial Term, this Agreement shall be automatically and annually renewed, effective as of the anniversary of the effective date.
- c. Notwithstanding any other provision hereof, any party may withdraw from CTRS and terminate its rights and obligations under this Agreement by giving ninety (90) days written notice of termination to all other parties. This entire Agreement may be terminated and CTRS dissolved at any time by writing signed by all parties.

4. Operations.

- a. All CTRS operations shall be governed by a Board of Directors to be comprised of the Chiefs of Police from the Cities of Cedar Park, Georgetown, Leander and Pflugerville.
- b. The Board of Directors shall designate a Command Staff responsible for oversight and supervision of the regional team.
- c. The Command Staff will answer to and provide regular updates to the Board of Directors on the following:
 - Equipment Acquisitions
 - Personnel Acquisitions
 - Training Activities
 - Team Activations
 - After-Action Reports
 - Budget Updates
- d. The Chief of Police from each Participating Law Enforcement Agency shall designate a representative or representatives who shall be authorized to request CTRS assistance in response to the following situations, including but not limited to:

- Barricaded Persons
- Hostage Situations
- Active Shooter Situations
- Hazardous Warrant Service
- Terrorist Incidents
- Dignitary Protection Details
- Riot/Crowd Control Situations
- Missing Person Searches
- Strategic National Stockpile Delivery
- Any event in which a member agency's resources have been depleted and the agency is not capable of providing an effective response

5. Personnel; Direction and Performance Standards.

- a. The Command Staff shall establish policies and procedures governing CTRS operations.
- b. The Command Staff shall ensure that CTRS operates under only the most current best practices and widely accepted protocols in the tactical field, including deliberate and regular review of current trends, case law, operational debriefs, and tactical publications.
- c. The Command Staff shall establish policies and procedures governing the process for selecting and retaining team personnel. This shall include:
 - Minimum proficiencies for each assignment
 - Attendance to training and activations
 - Personal and professional behavior
 - Performance during activations
 - Protocols for removing substandard personnel
- d. Upon activation, CTRS will deploy and report to the Incident Commander of the jurisdiction in which the situation or critical incident is taking place. CTRS will offer guidance and suggestions to the Incident Commander and work with the Incident Commander in accordance with accepted ICS protocols. The Regional SWAT Commander or his designee will have command and control of the tactics employed by CTRS.
- e. Each Agency shall provide a proper response for CTRS incident deployments in terms of number of officers, experience, training, equipment, and timeliness, per the established policies and procedures.
- f. The Tactical Emergency Medical Services (“TEMS”) element of CTRS will be comprised of properly certified firefighters under the direction of Dr. Jonathan Sheinberg.

6. Finances.

- a. The division of equipment resources shall be determined by policy as agreed upon by the Board of Directors of CTRS.
- b. Each Agency agrees to furnish the necessary equipment, resources and facilities and to render services pursuant to this Agreement; provided however, that no Agency shall be required to unreasonably deplete its own equipment, resources, facilities, and services in furnishing such assistance.
- c. Each Agency shall absorb the costs of training and activations for its own personnel.
- d. Upon withdrawal from this Agreement, a withdrawing Agency shall keep and maintain any equipment purchased by that Agency for CTRS. Upon termination of this Agreement, equipment purchased for CTRS will be kept and maintained by the Agency that originally purchased that equipment.
- e. The parties acknowledge that funding under this Agreement will be made from current revenues available to each party, respectively, and funds for the participation in this Agreement, if any, have been provided through the parties' respective budgets approved by their governing bodies for the current fiscal year only. However, the cost of services covered by this Agreement is a recurring obligation and shall be considered a standard and routine expense of the Agencies for inclusion in each party's proposed budget throughout the term of this Agreement.

7. Grants of Authority. For law enforcement purposes associated with this Agreement, officers of the Departments designated to be members of the CTRS are granted full peace officer authority throughout the jurisdictions of the participating agencies and have the same powers, duties, rights, privileges and immunities as if the officers were performing duties inside their own jurisdiction; however, nothing herein this Agreement shall be deemed to extend or limit the jurisdiction of any party except as necessary to implement, perform, and obtain the services and duties provided for in this Agreement. Except as necessary to implement, perform, and obtain the services and duties provided for in this Agreement, all governmental and proprietary functions and services traditionally and legally provided by each party hereto this Agreement shall be and remain the sole responsibility of each party, respectively.

8. Contract Supervision and Controls; Notices. The parties shall each monitor, review, and provide oversight and supervision of the services as they are provided and each hereby agrees to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service, or performance issue becomes unsatisfactory. Notices provided by any party to this Agreement to the other parties shall be in writing and directed via U.S. Mail or hand delivery, and facsimile or email, to all other parties at the following addresses:

City of Cedar Park
Attn: Chief of Police
911 Quest Parkway
Cedar Park, Texas 78613
Fax: (512)260-4729
Email: Sean.Mannix@cedarparktexas.gov

With a copy to:

City of Cedar Park
Attn: City Manager
450 Cypress Creek Rd., Bldg. #1
Cedar Park, Texas 78613
Fax: (512)401-5021
Email: Brenda.Eivens@cedarparktexas.gov

City of Georgetown
Attn: Chief of Police
Address: 3500 DB Wood Rd.
Georgetown, Texas 78628
Phone: (512) 930-3510
Email: pd@georgetown.org

With a copy to:

City of Georgetown
Attn: City Manager
Address: 808 Martin Luther King Jr. St
Georgetown, Texas 78626
Phone: (512) 930-3652
Email: ms@georgetown.org

City of Leander
Attn: Chief of Police
705 Leander Drive
Leander, Texas 78641 Fax (512) 528-2801
Email: gminton@leandertx.gov

With a copy to:

City of Leander
Attn: City Manager
200 West Willis Street

Leander, TX 78641 Fax: (512) 259-1605
Email: kcagle@leandertx.gov

City of Pflugerville
Attn: Chief of Police
1611 E. Pfennig Lane
Pflugerville, Texas 78660 Fax (512) 990-6701
Email: jrobledo@pflugervilletx.gov

With a copy to:

City of Pflugerville
Attn: City Manager
100 East Main Street
P.O. Box 589
Pflugerville, Texas 78691 Fax: 512-990-4364
Email: serniahb@pflugervilletx.gov

9. Governmental Services; Independent Contractor. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities, the services provided for herein are governmental functions, and the parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the parties shall, with respect to that part of any service or function undertaken pursuant to this Agreement, be that of independent contractors.

10. Interlocal Cooperation. The Cities agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party acknowledges and represents that this Agreement has been duly authorized by its respective governing body.

11. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility, or right as to any party, except with respect to the receipt and provision of services specifically set forth in this Agreement.

12. No Indemnification. It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing liability and potential liability pursuant to this Agreement; and that no party shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided by law.

13. Preservation of Immunity; No Third Party Rights. Nothing herein this Agreement shall be deemed to waive, modify, or alter any legal or equitable defense available to any part, nor to create any legal or equitable right or claim on behalf of any third party.

14. Entire Agreement; Amendment and Modification. This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended or modified except in writing executed by all parties pursuant to authorization of their respective Councils.

15. Applicable Laws. This Agreement must be construed in accordance with the laws and constitution of the State of Texas. All obligations under this Agreement are performable in Williamson or Travis County, Texas, and venue for any action arising under this Agreement will be in Williamson or Travis County, Texas, wherever the action may have occurred. As this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, all its terms and provisions shall be construed and interpreted consistently with the Act.

16. Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

17. Waiver by Party. Any failure by a non-defaulting party to provide notice of default to a defaulting party under this Agreement shall not be deemed an act of default, nor shall such failure constitute a waiver of that or any future act of default. 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 onetime waiver and shall not be construed to be a waiver of any succeeding default thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. Execution in Counterparts. This Agreement may be simultaneously executed in multiple counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties hereby execute this Agreement by their respective officers thereunto duly authorized as of the date first written above.

ATTEST:

CITY OF CEDAR PARK, TEXAS

LeAnn Quinn,
City Secretary

Matthew Powell,
Mayor

ATTEST:

CITY OF GEORGETOWN, TEXAS

Jessica Brettle,
City Secretary

Dale Ross,
Mayor

ATTEST:

CITY OF LEANDER, TEXAS

Debbie Haile,
City Secretary

Christopher Fielder,
Mayor

ATTEST:

CITY OF PFLUGERVILLE, TEXAS

Karen Thompson,
City Secretary

Victor Gonzales,
Mayor