

North Tarrant Regional SWAT

INTERLOCAL AGREEMENT

STATE OF TEXAS

DENTON and TARRANT COUNTIES

This Agreement (the "Agreement") is made and entered into by and between the Cities of Keller ("Keller"), Southlake ("Southlake"), Colleyville ("Colleyville"), Roanoke ("Roanoke"), and Town of Trophy Club ("Trophy Club"). The afore-mentioned cities and town may be referred to in the Agreement collectively as the "Cities."

WHEREAS, the Cities mutually agree and have determined that there exists an on-going need for the creation and operation of a jointly operated and funded Special Weapons and Tactical Unit (the "North Tarrant Regional SWAT Team") to operate and have jurisdiction in the Cities; and

WHEREAS, Chapter 791 of the Texas Government Code (the "Act") provides the authority for the Cities to enter into the Agreement for the creation, operation and funding of the North Tarrant Regional SWAT Team;

NOW, THEREFORE, for the consideration of the mutual covenants, agreements and benefits contained in the Agreement, the receipt and sufficiency of which are agreed to and acknowledged, the Cities agree as follows:

1. INCORPORATION OF RECITALS. The recitals and findings stated above are hereby found to be true and correct and are incorporated into the Agreement in their entirety.

2. EFFECTIVE DATE OF AGREEMENT; TERM: CONSIDERATION.

(a) Effective Date of Agreement. The term of the Agreement shall become effective upon the approval by the governing bodies for all of the Cities, respectively and shall commence upon the date the last City executes the Agreement.

(b) Term. The term shall be for one (1) year and the Agreement shall renew for successive one (1) year terms automatically unless any one (1) or more of the Cities shall provide its written notice of non-renewal to all other Cities at least ninety (90) days prior to the expiration of the then-existing term.

(c) Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

3. GOVERNING BODY AUTHORIZATION AND APPROVAL. Prior to execution below, the Agreement has been authorized by the Cities at a duly-called and legally noticed public meetings by Resolution, pursuant to §791.011(d)(1) of the Texas Government Code.

4. GRANTS OF AUTHORITY AND JURISDICTION.

For law enforcement purposes and jurisdiction associated with the Agreement, peace officers of the Cities are granted full peace officer authority throughout the Cities.

5. DESIGNATION OF SWAT TEAM AND REMOVAL OF SWAT TEAM MEMBERS.

(a) Each City member to the Agreement shall independently select and designate its peace officers that will be a member of the North Tarrant Regional SWAT in the following manner:

(1) Team Member Designation. Each City to the Agreement shall determine the procedures and methods by which individual peace officers are selected to be a member of the North Tarrant Regional SWAT Team as determined by the Chief of Police of each City, respectively. The Chief of Police of each City respectively may change the number and designation of peace officers or other personnel by written notice to the Chiefs of Police of the remaining Cities.

(2) Team Commander Designation. Police Chiefs of the Cities shall jointly designate one peace officer to serve as the North Tarrant Regional SWAT Team Commander (the "Commander"). The North Tarrant Regional SWAT Team shall report to and be supervised by the SWAT Team Commander, who shall report jointly to the Chiefs of Police of the Cities. It is the preference of the Cities that the designation of Commander be reached by unanimous agreement, but if that is not possible, then the choice may be made by a majority vote of the Police Chiefs of the Cities.

(3) Team Members Not to be Removed During Critical Events. Each City agrees that Team Members will not be removed from a critical event for the duration of the event. The Team Commander will designate if an event is a critical event. Examples of critical events include matters for which the Team Members are called out, including but not limited to hostage situations, high risk search or arrest warrants, suicidal subjects, terrorist events, large scale arrest operations, barricaded persons, or any event involving a high risk situation.

(b) Each City member to the Agreement agrees that if the Commander requests that a certain member be removed from the SWAT Team that the City will remove that member from the SWAT Team. The City may ask the reasons for the request for the removal of the member.

6. SWAT TEAM SUPERVISION.

(a) Operations. The day-to-day supervision of the North Tarrant Regional SWAT Team in regard to operations will be the responsibility of the Commander.

(b) Administration. Matters involving personnel, expenditure of funds and all other administrative matters shall be made by the individual Police Chiefs of the Cities. Matters involving any future joint use of funds, grant applications, or other administrative matters that would involve the Cities jointly will be made jointly by the Police Chiefs of the Cities, provided that the Police Chiefs can not obligate their City in regard to an expenditure of funds beyond that which has been agreed to in this Agreement.

7. SWAT TEAM RESPONSIBILITIES.

(a) The North Tarrant Regional SWAT Team is responsible for responding to, assessing and resolving, critical incidents, including but not limited to, hostage situations, barricaded subjects, high risk warrant service, terrorist events, providing high threat dignitary protection, and other missions as determined and directed by the Chiefs of the Cities. The North Tarrant Regional SWAT Team is responsible for responding to, assessing and resolving other events or matters as well.

(b) The North Tarrant Regional SWAT Team will also provide tactical, administrative and training assistance to all members of the police departments and departments of public safety of the Cities and other Law Enforcement Agencies. The North Tarrant Regional SWAT Team will also provide education to the citizenry of the Cities.

8. FUNDING AND EXPENDITURES.

(a) Funds for expenditures related to salary, benefits, equipment, supplies and operation of the North Tarrant Regional SWAT Team shall be provided by the respective Cities.

(b) As required by the Act, the Cities acknowledge and agree that funding under the Agreement will be made from current revenues available to each City. Funds for the participation in, and the obligations of, the Agreement have been made or will be made, in successive years, provided and approved, through the respective annual budgets approved by the City Councils of the Cities.

9. EFFECT OF TERMINATION. Upon any termination of the Agreement, each item of equipment purchased for the North Tarrant Regional SWAT Team shall be owned and kept by the purchasing City. If items are jointly purchased or obtained by a grant at some future date, the Cities will establish the procedures regarding where the item is kept and which agency will retain possession at the termination of this Agreement and other matters at the time the funding is sought or the item is purchased.

10. PUBLIC INFORMATION OFFICER.

(a) Media Relations During Incident. The City and law enforcement agency with primary jurisdiction during any specific operations of the North Tarrant Regional SWAT Team will be responsible for overall media relations for that specific operation, although that agency may request assistance from any other agency in regard to media operations.

(b) Public Information Requests. Each city shall be responsible for public information requests that are delivered to that City; however, if a public information request involves an operation of the North Tarrant Regional SWAT Team and is made of more than one city and requires a coordinated response, the City with primary jurisdiction over the event will coordinate the response. The Cities agree that they will comply with the Texas Public Information Act, including any applicable exceptions. The Cities agree that, pursuant to §552.117 of the Texas Government Code, the Cities will not release information that they may possess or have access to, regarding the home addresses, telephone numbers or family information about the peace officers of other Cities, to the extent allowed by law.

11. INCORPORATION OF OTHER DOCUMENTS. This Agreement incorporates the following documents:

(a) Exhibit "A" attached hereto and incorporated herein is included in this Agreement as if fully set out in the Agreement.

(b) The North Tarrant Regional SWAT Manual (the "Manual"), as it may be amended from time to time in conjunction with consultation with all the Cities Police Chiefs, is hereby incorporated in this Agreement. Each City will be provided a copy of the Manual and any amendments and each City will maintain a current copy of the Manual and any amendments in the administrative offices of their respective Police Departments. No amendments may require increased expenditures or commitments by the City beyond those set forth without the approval of the governing bodies of the Cities.

12. SEVERABILITY. If any portion of the 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.

13. SURVIVAL. Notwithstanding any termination of this Agreement, the following Sections and the terms and conditions contained therein, shall remain in effect: Sections 8 "Funding and Expenditures;" 9 "Effect of Termination;" 11 "Severability;" 12 "Survival;" 13. "Waiver by Party;" 14 "Entire Agreement; Amendment" 15 "Venue; State Law;" 19. "Liability; Sovereign Immunity."

14. ENTIRE AGREEMENT; AMENDMENT. The Agreement, including any and all Exhibits mentioned herein, constitutes the entire Agreement between the Cities hereto with respect to the subject matter hereof. Any amendments to the Agreement, other than changes in procedure to the Manual as set out above, must be made in writing, approved by the governing bodies of the Cities, respectively and signed by the City Manager of each City, or the person with authority to sign agreements for that City, prior to such amendment(s) becoming effective. However, this provision does not affect the right of each City to designate, through their City Manager or designee, a different person to receive notice than the person set out below.

15. VENUE; STATE LAW. The Agreement is governed by the laws of the State of Texas and venue for any action brought to enforce the terms and conditions of the Agreement shall lie exclusively in Tarrant County, Texas.

16. REMEDIES CUMULATIVE. No right or remedy granted or reserved to the Cities is exclusive of any other right or remedy herein by law or equity provided or permitted, but each right or remedy shall be cumulative or every other right or remedy given hereunder. No covenant or condition of the Agreement may be waived without the consent of the Cities.

17. NOTICES. Each notice or other communication which may be or is required to be given under the Agreement shall be in writing and shall be deemed to have been properly delivered when delivery is accomplished by one of the following methods: (1)

personal delivery to the person designated; (2) delivered by certified mail, return receipt requested; (3) delivered via an overnight, express or other delivery service that provides for written receipt of delivery. The persons designated to receive notices are set out below; however, each City has the right, through their City Manager or designee, at any time, to designate a different person to receive notices by giving the Cities fifteen (15) days written notice of such designation. If the person designated below is not available to receive notices, and the City has not designated another person, delivery to any other person of the same or similar title to the person designated shall be considered effective delivery of notice.

Persons Designated to Receive Notice:

City of Keller:

Mark Hafner , Chief of Police
330 Rufe Snow
Keller, Texas 76248

City of Southlake:

James Brandon, Chief of Police
600 State Street
Southlake, Texas 76092

City of Colleyville:

Mike Holder, Chief of Police
5201 Riverwalk Drive
Colleyville, Texas 76034

City Of Roanoke:

Gary Johnson, Chief of Police
609 Dallas
Roanoke, Texas 76262

Town of Trophy Club:

Patrick Arata, Chief of Police
100 Municipal Drive
Trophy Club, Texas 76262

18, THIRD PARTIES. No provision of the Agreement shall create any third-party beneficiary. Nothing contained in the Agreement shall be construed to create, expand, or form a basis for liability to any third party under any theory of law. Further, each City retains, and does not hereby waive, its immunities and defenses provided by law.

19. LIABILITY; SOVEREIGN IMMUNITY. To the extent any liability is found to exist, each City hereto agrees that every City is responsible for its own liability. Each City retains full authority to settle any claims against it as the City chooses. The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

20. AUTHORITY TO EXECUTE. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

21. REPRESENTATIONS. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

22. MISCELLANEOUS DRAFTING PROVISIONS. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.


23. ASSIGNMENT. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party.

24. COUNTERPARTS. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

North Tarrant Regional SWAT Interlocal Agreement
EXECUTED hereto on the date, month and year shown below:

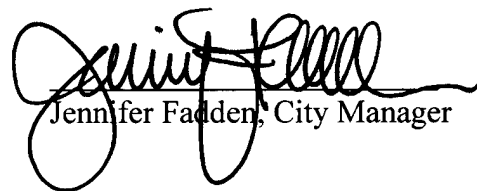
THE CITY OF SOUTHLAKE

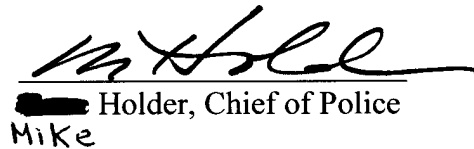

Shana Yelverton, City Manager


James Brandon, Chief of Police

Executed on _____, 2015

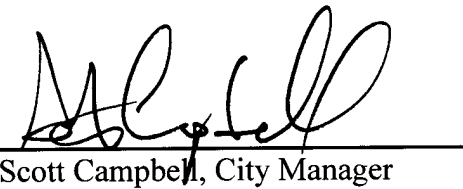
THE CITY OF COLLEYVILLE

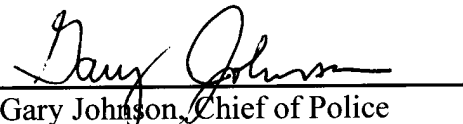

Jennifer Fadden, City Manager


~~Holder~~ Holder, Chief of Police
Mike

Executed on 9/28, 2015

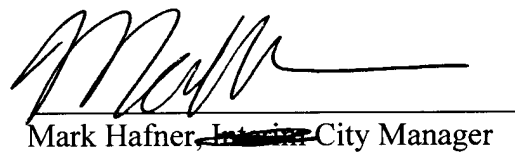
THE CITY OF ROANOKE

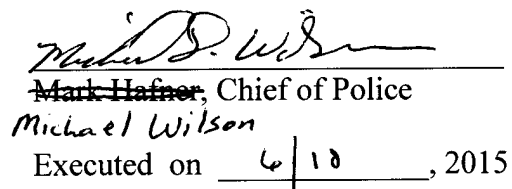

Scott Campbell, City Manager


Gary Johnson, Chief of Police

Executed on 6/9, 2015

THE CITY OF KELLER

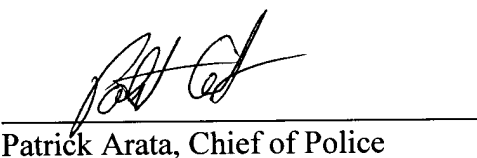

Mark Hafner, ~~Interim~~ City Manager


~~Mark Hafner~~, Chief of Police
Michael Wilson

Executed on 6/10, 2015

THE TOWN OF TROPHY CLUB


Stephen Seidel, Town Manager


Patrick Arata, Chief of Police

Executed on may 28, 2015

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, and Chief(s) of Police
8. Non-SWAT Team related travel required by agency
9. SWAT related travel as determined by the Commander, Chief(s) of Police
10. SWAT Team equipment and supplies as determined by the Commander, Chief(s) of Police

RESOLUTION NO. 3647

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KELLER, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITIES OF COLLEYVILLE, ROANOKE, SOUTHLAKE, AND THE TOWN OF TROPHY CLUB, TEXAS FOR THE PURPOSE OF OPERATING A JOINT CONTROLLED NORTH TARRANT REGIONAL SPECIAL WEAPONS AND TACTICS (SWAT) TEAM; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KELLER, TEXAS.

WHEREAS, there is a need to form a joint controlled North Tarrant Regional Special Weapons and Tactics (SWAT) Team with several cities of Northeast Tarrant County; and

WHEREAS, the City Council of the City of Keller, Texas, deems it to be in the best interest of the citizens of the City of Keller to enter into an Interlocal Agreement with the Cities of Colleyville, Roanoke, Southlake, and the Town of Trophy Club, Texas, for the purpose of operating a joint controlled North Tarrant Regional Special Weapons and Tactics (SWAT) Team.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KELLER, TEXAS:

Section 1: THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2: THAT, the City Council of the City of Keller, Texas hereby approves an Interlocal Agreement with the Cities of Colleyville, Roanoke, Southlake, and the Town of Trophy Club, Texas, attached hereto as Exhibit "A", for the purpose of operating a North Tarrant Regional Special Weapons and Tactics (SWAT) Team; and further authorizes the City Manager to execute said agreement on behalf of the City of Keller, Texas.

1 Section 3: THAT, said agreement will authorize the
2 North Tarrant Regional Special Weapons and
3 Tactics (SWAT) Team to secure training,
4 funding, and legal authority to utilize
5 their police authority.

6 AND IT IS SO RESOLVED.

7 Passed by a vote of 6 to 0 on this the 21st day of July,
8 2015.

9 CITY OF KELLER, TEXAS

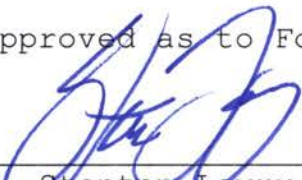
10 BY: 

11 Mark Mathews, Mayor

12 ATTEST:

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14 
15 Sheila Stephens, City Secretary

16 Approved as to Form and Legality:

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18 L Stanton Lowry, City Attorney
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