

March 9, 2023
Item No. 7.4.
Rescue Vehicle ILA

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an interlocal agreement with the City of Bryan, Texas A&M University, and Brazos County regarding the shared purchase, maintenance, and use of a rescue vehicle.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the interlocal agreement.

Summary: A rescue vehicle is a tactical armored vehicle designed for use in active shooter scenarios, barricaded suspects, and high risk warrant services by special operations teams. Each of the involved entities has a special operations team that supports each other through mutual aid agreements. This ILA lays out the expectations regarding the use and cost of the vehicle that will be available for each of the involved parties.

Budget & Financial Summary: The City of College Station will be responsible for the purchase of the vehicle and the other entities will reimburse in equal amounts.

Attachments:

1. Rescue Vehicle ILA 3-2-23

**LAW ENFORCEMENT RESCUE VEHICLE
INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT is by and between the **CITY OF COLLEGE STATION**, a Texas Home Rule Municipal Corporation (College Station); the **CITY OF BRYAN**, a Texas Home Rule Municipal Corporation (Bryan); **TEXAS A&M UNIVERSITY**, an institution of higher education and agency of the State of Texas (Texas A&M); and **BRAZOS COUNTY** (Brazos County), referenced herein collectively as the Parties, each acting by and through their authorized agents.

WHEREAS, this Agreement's purpose is to authorize the Parties' mutual aid, assistance and cooperation in law enforcement duties, police protection, and enforcing laws for protecting health, life and property; and

WHEREAS, the Parties are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into an agreement for the performance of the governmental function of providing **Law Enforcement Services**; and

WHEREAS, the Parties recognize the need to have a regional Rescue Vehicle to aid and assist with Law Enforcement Services and that sharing expenses benefits all Parties; and

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants made herein, the Parties agree as follows:

I. DEFINITIONS

The following words and phrases have the following meanings unless the context clearly indicates otherwise:

1.1 Policy means a standard operating procedure adopted by each Party stating Rescue Vehicle use, care, and command while in each Party's possession and control.

1.2 Rescue Vehicle means a custom tactical armored vehicle for special operations units and tactical teams to use for responding to active shooter scenarios, barricaded suspects, response and rescue, and high-risk warrant service.

II. RESCUE VEHICLE OWNERSHIP AND MAINTENANCE

2.1 Rescue Vehicle Purchase. The City of College Station, according to Texas purchasing laws, will procure, maintain, operate and store the Rescue Vehicle. The Parties to the initial purchase of the Rescue Vehicle will each pay a non-refundable amount equal to one-quarter of the total cost of purchasing the Rescue Vehicle. College Station will be shown as the title holder of the Rescue Vehicle, for purposes of insurability.

2.2 Routine Maintenance Costs. College Station will operate and maintain the Rescue Vehicle according to Manufacturer specifications for routine scheduled preventive maintenance as part of the Rescue Vehicle ownership.

2.3 Repair Costs. College Station will be responsible for arranging for repairs to the Rescue Vehicle above and beyond routine scheduled preventive maintenance (“Non-routine Repairs”). Each Party will pay College Station one-quarter of the cost of Non-routine Repairs to the Rescue Vehicle beyond routine scheduled preventive maintenance. Repairs do not include improvements, new equipment, or damage described by Section 2.5.

2.4 Equipment Costs. College Station will install new and replacement equipment (“Added Equipment”) in the Rescue Vehicle above and beyond routine scheduled preventive maintenance. Each Party will pay College Station one quarter of Added Equipment costs beyond routine scheduled preventive maintenance for the Rescue Vehicle. Each Party must agree in writing before the purchase and installation of new equipment not included in the original purchase of the Rescue Vehicle.

2.5 Insurance Costs. College Station will procure and maintain for the life of the Rescue Vehicle, a stand-alone Auto Liability and Auto Physical Damage Insurance Policy. College Station will be the Named Insured and the other Parties will be Additional Named Insureds to the policy. College Station will pay the insurance policy premium, and each other party will be responsible for reimbursing College Station for one quarter of the annual insurance premium (“Insurance Costs”). The Party responsible for damage to or loss of the Rescue Vehicle through their use will be responsible for paying the deductible and any other costs of repair or replacement not covered by the policy (“Deductible and Related Costs”).

III PAYMENTS

3.1 In consideration for the non-exclusive license to use the Rescue Vehicle, College Station will invoice the Parties one time for each parties’ one-quarter of the Rescue Vehicle initial purchase price.

3.2 In consideration for the non-exclusive license to use the Rescue Vehicle, College Station will send monthly invoices to the Parties for Non-routine Repairs, Added Equipment, and Insurance Costs and any Deductible and Related Costs.

IV. RESCUE VEHICLE USE

4.1 Storage. College Station will store the Rescue Vehicle at the College Station Police Department (CSPD) located at 800 Krenek Tap Road in College Station, Texas.

4.2 Call Out Use. The City of Bryan, Brazos County and Texas A&M have a non-exclusive license to use the Rescue Vehicle for emergency callouts within each parties’ jurisdiction, according to each Party’s adopted policies. College Station Police Department will respond to the call-out location to deliver the Rescue Vehicle. The requesting party will then be responsible for using and returning the Rescue Vehicle to CSPD in the same condition as when it was delivered.

4.3 Planned Operations. The City of Bryan, Brazos County and Texas A&M have a non-exclusive license to use the Rescue Vehicle according to their policies for planned operations. Authorized Police Officers of the Parties participating in a planned operation may pick up the Rescue Vehicle from CSPD. The Parties shall schedule planned operations with the CSPD Special Operations Lieutenant within a reasonable amount of time in advance of the planned operation.

4.4 Training Use. The City of Bryan, Brazos County and Texas A&M have a non-exclusive license to use the Rescue Vehicle according to their policies for training purposes. CSPD will maintain a training calendar. The Parties shall schedule training at least two weeks before the training with the CSPD Special Operations Lieutenant. The Parties will pick up and return the Rescue Vehicle to CSPD. If an emergency call-out happens during training, the Party using the Rescue Vehicle in training will deliver it to the call-out.

V. GENERAL TERMS

5.1 Sale of Rescue Vehicle. If the Rescue Vehicle is sold, College Station will send each Party one quarter of the sale price less any associated expenses.

5.2 Term and Termination. This Agreement is effective on the Effective Date, which is the date the last Party executes the Agreement making it fully executed. The initial agreement term is one (1) year. The Agreement will renew automatically for successive one (1)-year terms after the initial term, until terminated. A Party intending to terminate their participation must provide written notice to all other Parties not less than thirty (30) days before that Party's intended termination date. Termination of participation in this Agreement by a Party or Parties does not discharge the terminating Party's obligation to pay all accrued costs described in Section 2 up to that Party's termination date or affect the continued participation among remaining Parties. This Agreement shall continue in full force and effect and remain binding on remaining Parties after any Party's termination. The remaining Parties will share equally in all costs related to the Rescue Vehicle, which may increase in the event one or more Parties terminates.

5.3 Interlocal Cooperation Act. Each Party to this Agreement is either a local government agency or an agency of the State of Texas as defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquishment by any Party of its right to claim such exemptions, privileges, and immunities as may be provided by the Constitution and the Laws of the State of Texas. No separate legal entity is created by this Agreement.

5.4 Amendment. The terms and conditions of this Agreement may be amended upon mutual consent of all Parties. Mutual consent will be demonstrated by approval of each governing body of each Party hereto. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing, duly approved, and signed by the authorized representatives of all Parties.

5.5 Hold Harmless. To the extent authorized by the Constitution and the laws of the State of Texas, and subject to the limitations as to liability and damages in the Texas Tort Claims Act, and without waiving its governmental immunity, each Party agrees to hold harmless

each other Party, its governing board, regents, officers, agents, employees and volunteers, for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement or any of its officers, agents, employees or volunteers, as the result of its performance under this Agreement. Each Party remains solely responsible for any legal defense and any civil liability due to the acts or omissions of their own employees. Notwithstanding any other terms in this Agreement, nothing is construed as a waiver of any legal defense or remedy of any nature to any claim against a Party.

5.6 Insurance. Each Party must maintain statutory workers' compensation coverage on its employees.

5.7 Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter of this Agreement. No oral understandings, statements, promises, or inducements contrary to the terms of this agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any Party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

5.8 Venue and Choice of Law. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America, and venue shall be in any court having jurisdiction in Brazos County.

5.9 Authority to Contract. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this agreement hereby represent that they have full authority to sign on behalf of their respective governmental bodies.

5.10 Waiver. Failure of any Party, at any time, to enforce any provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this agreement, any part hereof, or the right of any Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused, unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

5.11 Savings Clause. If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

5.12 Multiple Originals. It is understood and agreed that this Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes.

5.13 Effective Date. This Agreement is effective when signed by the last party signing, thereby making the Agreement fully executed.

5.14 Notice. Any official notices by one Party to another Party must be in writing and sent by certified mail return receipt requested, and properly addressed to the respective Parties as stated below. Any other day-to-day communication by the Parties' staff may be by any other means of sufficient documented communication.

COLLEGE STATION		BRYAN	
Chief of Police College Station Police Department PO Box 9960 801 Krenek Tap Road College Station, Texas 77840 Tel: (979) 764-3605 Fax (979) 764-3468		Chief of Police Bryan Police Department 301 South Texas Avenue Bryan, Texas 77803 Tel: (979) 209-5387 Fax: (979) 209-5388	
TEXAS A&M UNIVERSITY		BRAZOS COUNTY	
TAMU Chief of Police 1231 TAMU 1111 Research Parkway College Station, Texas, 77843 Tel: (979) 845-8898 Fax: (979) 862-8109		Brazos County Judge 300 East 29 th Street, Suite 114 Bryan, Texas 77803 Tel: (979) 361-4102 Fax: (979) 823-6593	Brazos County Sheriff 300 East 29 th Street, Suite 105 Bryan, Texas, 77803 Tel: (979) 361-4148 Fax: (979) 361-4170

EXECUTED this the _____ day of _____, 2023 by the **City of College Station.**

CITY OF COLLEGE STATION

By: _____
Mayor, City of College Station

ATTEST:

APPROVED

City Secretary

City Manager

City Attorney

Assistant City Manager/CFO

EXECUTED this the ____ day of _____, 2023 by the **City of Bryan.**

CITY OF BRYAN

By: _____
Mayor, City of Bryan

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

EXECUTED this the ____ day of _____, 2023 by **Brazos County**.

COUNTY OF BRAZOS

By: _____
Brazos County Judge

ATTEST:

APPROVED AS TO FORM:

County Clerk

General Counsel

APPROVED:

BRAZOS COUNTY SHERIFF'S OFFICE

By: _____
Brazos County Sheriff

EXECUTED this the 24th day of February, 2023 by
Texas A&M University.

TEXAS A&M UNIVERSITY

By: 
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University Contracts Officer