INTERLOCAL AGREEMENT BETWEEN CITY OF NORTH RICHLAND HILLS CITY OF RICHLAND HILLS AND CITY OF WATAUGA FOR OPERATION OF A JOINT SPECIAL WEAPONS AND TACTICS TEAM

The parties to this local Interlocal Agreement ("Agreement") are the CITY OF NORTH RICHLAND HILLS ("North Richland Hills") and the CITY OF RICHLAND HILLS and the CITY OF WATAUGA ("Richland Hills" and "Watauga"). For purposes of this Agreement, the cities of Richland Hills and Watauga shall be referred to jointly herein as the "Cities," and collectively all three cities shall be referred to as the "Parties." Each city that is a party to this Agreement is a home rule municipality of Tarrant County, Texas, and each city enters into this Agreement acting by and through its duly authorized city manager or mayor:

RECITALS:

WHEREAS, NORTH RICHLAND HILLS, and the cities of Richland Hills and Watauga desire to combine personnel from the North Richland Hills Police Department Special Weapons and Tactics Unit and sworn personnel from the Police Departments of the Cities to create the Joint Special Weapons and Tactics Team ("Joint S.W.A.T. Team") to operate and have jurisdiction within the corporate limits of each city in order to provide their residents, businesses, and other citizens with a more effective and efficient delivery of key public safety services in response to "critical incidents," defined herein as including, but not limited to, hostage situations, barricaded subjects, high-risk warrant services, high-risk apprehension, dignitary protection, terrorist events, and special assignments or other incidents that exceed the normal capability or capacity of the Cities' first responders and investigative units; and

WHEREAS, NORTH RICHLAND HILLS, Richland Hills and Watauga desire to enter into this Agreement to utilize the Joint S.W.A.T. Team to deliver these key services at the highest level possible for the Parties in accordance with the terms and conditions set forth herein; and

WHEREAS, NORTH RICHLAND HILLS has the personnel and facilities available to perform the administrative duties associated with the operation of the Joint S.W.A.T. Team for North Richland Hills and for the Cities; and

WHEREAS, NORTH RICHLAND HILLS, Richland Hills and Watauga believe that this Agreement is in the best interests of all Parties; and

WHEREAS, this Agreement has been approved by the governing bodies of the Parties; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act").

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, NORTH RICHLAND HILLS, RICHLAND HILLS AND WATAUGA HEREBY AGREE AS FOLLOWS:

Section 1. **Incorporation of Recitals**. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

- Section 2. **Term.** This Agreement shall commence upon the approval by the governing bodies of the Parties and end on September 30th of the following calendar year ("Initial Term"). This Agreement shall then renew automatically for successive one (1) year terms, beginning on October 1st and ending on September 30th of the following calendar year (each a "Renewal Term"), unless any one (1) of the Parties provides written notice of non-renewal to the other two Parties to this Agreement at least ninety (90) days prior to the expiration of the then-existing term.
- Section 3. Scope of Services to be provided by **NORTH RICHLAND HILLS**. NORTH RICHLAND HILLS hereby agrees to provide Richland Hills and Watauga the following personnel, equipment, facilities, and services:
 - a. NORTH RICHLAND HILLS will, when an activation of the Joint S.W.A.T. Team would be in accordance with NRH approved policies and procedures, permit all members of the Joint S.W.A.T. Team to operate and have jurisdiction within each city in response to critical incidents including, but not limited to, hostage situations, barricaded subjects, high-risk warrant services, high-risk apprehension, dignitary protection, terrorist events, and special assignments or other incidents that exceed the normal capability of capacity of the Cities' first responders and investigative units.
 - b. NORTH RICHLAND HILLS will designate, maintain and wholly compensate, from among personnel currently employed by the City of North Richland Hills, sworn officers assigned to serve as the Command Element of the Joint S.W.A.T. Team for the purposes of providing operational and administrative oversight of the Joint S.W.A.T. Team and all its members while acting in that capacity, including at minimum:
 - 1. One (1) sworn peace officer assigned the rank of Captain, to serve as the North Richland Hills Incident Commander and to work jointly with any Incident Commander from another law enforcement agency having primary jurisdiction as defined below, where the Joint S.W.A.T. is deployed; and
 - 2. One (1) sworn peace officer assigned the rank of Lieutenant, to serve as the Joint S.W.A.T. Team Commander.

For purposes of this Agreement, primary jurisdiction shall mean the city within whose corporate boundaries a critical incident occurs.

c. NORTH RICHLAND HILLS will, for the Initial Term of this Agreement and as necessary thereafter, designate maintain and wholly compensate, from among personnel employed by NORTH RICHLAND HILLS, sworn officers to serve as the operational leadership of the Joint S.W.A.T. Team for the purpose of providing operational oversight of the team and all its members while acting in that capacity, including but not limited to:

- 1. Two (2) sworn peace officers assigned the rank of Sergeant, to serve as Entry Team Leaders;
- 2. One (1) sworn peace officer assigned the rank of Sergeant, to serve as Sniper Team Leader;
- 3. One (1) sworn peace officer assigned the rank of Sergeant, to serve as the Crisis Negotiations Team Leader; and
- 4. One (1) sworn peace officer assigned the rank of Sergeant, to serve as the Support Team Leader.
- d. After the Initial Term of this Agreement, and if a leadership vacancy occurs not filled by NORTH RICHLAND HILLS personnel, the NORTH RICHLAND HILLS Team Commander will recommend opening leadership positions to sworn officers of the rank of Sergeant employed by either Richland Hills and Watauga, who are eligible and qualify as prescribed by the North Richland Hills General Orders and Standard Operating Procedures in effect at the time of the application. Applicants shall be chosen with the concurrence of the North Richland Hills Chief of Police and the Chiefs of Police of Richland Hills and Watauga, to serve in a position of operational leadership on the Joint S.W.A.T. Team for the purposes of providing operational oversight of the team and all its members while acting in that capacity, including but not limited to:
 - 1. Entry Team Leader(s);
 - 2. Sniper Team Leader(s);
 - 3. Crisis Negotiations Team Leader(s); and/or
 - 4. Support Team Leader(s).
- e. NORTH RICHLAND HILLS will strive, in good faith, to designate, maintain and wholly compensate, from among personnel currently employed by NORTH RICHLAND HILLS, sworn officers to serve as operational personnel on the Joint S.W.A.T. Team, in addition to the leadership personnel required by Subsections (b) and (c) of Section 3 above, including but not limited to:
 - 1. Entry Team Operators;
 - 2. Snipers;
 - 3. Crisis Negotiators; and/or
 - 4. Support Team Personnel.

f. NORTH RICHLAND HILLS will provide, maintain, service, and repair the following vehicles in good working order for use in response to Joint S.W.A.T. Team incidents and training. Vehicle availability is contingent on budgetary appropriation and annual funding:

- 1. One (1) "Logistics Vehicle" designated and capable of storing and transporting numerous items of equipment and weaponry;
- 2. One (1) "S.W.A.T. Personnel Van" that promotes economy and efficiency of travel which is designed and capable of transporting team personnel in a safe manner to team trainings and non-critical operations requiring mass/group transportation;
- 3. One (1) "Rapid Deployment Vehicle" ("RDV") designed and capable of transporting personnel in a manner that permits their quick exit from the vehicle in a state of operational readiness; and
- 4. One (1) "Armored Personnel Carrier" ("APC") designed and capable of transporting a limited number of personnel in a manner that provides some measure of ballistic protection from typical small firearms.
- 5. One (1) "Mobile Command Post" ("CP") or similar vehicle, designed to provide or function as a mobile workplace for the Incident Commander(s) and staff, adequately equipped to support their professional duties and to directly observe the operation area and effectively monitor the course of action.
- g. NORTH RICHLAND HILLS will provide sufficient storage area, within either aforementioned Logistics Vehicle or within buildings owned and operated by NORTH RICHLAND HILLS.
- h. NORTH RICHLAND HILLS will provide office space within buildings owned and operated by NORTH RICHLAND HILLS for use by the Joint S.W.A.T. Team, as needed and scheduled, for S. W.A.T. Team classroom training and meetings.
- i. NORTH RICHLAND HILLS will provide transportation, if necessary, for all members of the Joint S. W.A.T. Team to any scheduled off-site training location when a majority of S.W.A.T. Team personnel are required to attend.
- j. NORTH RICHLAND HILLS will provide quarterly service and training reports to <u>Richland Hills and Watauga</u> detailing performance measures, including the number of Joint S.W.A.T. Team activations, the names and total number of Joint S.W.A.T. Team personnel who responded to each Joint S.W.A.T. Team activation, the total number of hours spent by Joint S.W.A.T. Team personnel per activation, the number of Joint S.W.A.T. Team training sessions, the names and total number of Joint S.W.A.T. Team personnel who

reported to each training session, and the total number of hours spent by Joint S.W.A.T. Team personnel per training session.

- Section 4. **Obligations**. Richland Hills and Watauga agree to provide the following personnel, equipment, and services:
 - a. The law enforcement agency having primary jurisdiction over the location to which the Joint S.W.A.T. Team responds during any specific critical incident or other event and when necessary will provide support personnel to facilitate effective joint management of the incident, including, but not limited to:
 - 1. One (1) sworn command level peace officer to serve as the primary jurisdiction's Incident Commander and to work jointly with the S.W.A.T. Team's command personnel; and
 - 2. One (1) sworn peace officer assigned to Criminal Investigations or comparable position with like responsibilities to serve as an investigative resource in procuring search and/or arrest warrants, evaluating criminal charges, and when necessary, liaising with the district attorney's office.
 - b. <u>Richland Hills and Watauga</u> will allow all sworn officers serving on the Joint S.W.A.T. Team to operate and have jurisdiction in each respective city in response to critical incidents, including but not limited to, hostage situations, barricaded subjects, high-risk warrant services, high-risk apprehension, dignitary protection, terrorist events, and special assignments or other incidents that exceed the normal capability of capacity of the Cities' first responders and investigative units.
 - c. <u>Richland Hills and Watauga</u> will strive, in good faith, to designate, maintain and wholly compensate, from among personnel currently employed by <u>Richland Hills and Watauga</u>, sworn officers to serve as operational personnel on the Joint S.W.A.T. Team, in addition to personnel provided by North Richland Hills as required by Subsections (b), (c) and (d) of Section 3, including but not limited to:
 - 1. Entry Team Operators;
 - 2. Snipers;
 - 3. Crisis Negotiators; and/or
 - 4. Support Team Personnel.
 - d. Richland Hills and Watauga will provide specified items of equipment for their respective personnel assigned to the Joint S.W.A.T. Team. This identified equipment will meet the make, model and description specifications that are identified by the Joint SWAT Team Commander. In specified circumstances, items of comparable quality and function may be substituted as needed.

e. <u>Richland Hills and Watauga</u> may submit for selection any sworn officers employed by <u>Richland Hills and Watauga</u>, who are eligible and qualify as prescribed by the North Richland Hills General Order and Standard Operating Procedures in effect at the time of application, to apply for membership on the Joint S.W.A.T. Team as operational personnel and to be a member of the Joint S.W.A.T. Team if selected for membership, with the concurrence of the North Richland Hills Chief of Police and the <u>Richland Hills and Watauga</u> Chiefs of Police.

- f. Richland Hills and Watauga will require all sworn officers employed by Richland Hills and Watauga and serving on the Joint S.W.A.T. Team to operate in compliance with, and be regulated by, the North Richland Hills General Orders and Standard Operating Procedures (collectively the "NRH Policies") for all matters concerning their application to be, selection to be, and service as a member of the Joint S.W.A.T. Team, including but not limited to:
 - 1. Selection, retention, and dismissal of team personnel;
 - 2. Physical fitness and firearms proficiency standards;
 - 3. Training requirements;
 - 4. Uniform standards;
 - 5. Equipment inventory, maintenance, and accountability; and
 - 6. Professional conduct.
- g. <u>Richland Hills and Watauga</u> will adhere to the North Richland Hills procedures in effect at the time of application when considering and selecting eligible qualified applicants for membership on the Joint S.W.A.T. Team.
- h. Richland Hills and Watauga will, after the Initial Term of this Agreement and contingent upon a leadership vacancy, as identified in Section 3(d), allow sworn officers of the rank of Sergeant and employed by Richland Hills and Watauga, who are eligible and qualify as prescribed by the North Richland Hills General Orders and Standard Operating Procedures in effect at the time of application, to apply for team leadership position(s). Applicants shall be chosen with the concurrence of the North Richland Hills Chief of Police and the Richland Hills and Watauga Chiefs of Police, to serve in a position of operational leadership on the Joint S.W.A.T. Team for the purposes of providing operational oversight of the team and all its members while acting in that capacity, including but not limited to:
 - 1. Entry Team Leader;
 - 2. Sniper Team Leader;
 - 3. Crisis Negotiations Team Leader; and
 - 4. Support Team Leader.

i. Richland Hills and Watauga will require all sworn officers employed by Richland Hills and Watauga and serving on the Joint S.W.A.T. Team to attend, participate in, and complete all required Joint S.W.A.T. Team training. Failure to attend, participate in, or complete required training(s) will restrict any member's eligibility for deployment or may result in suspension or removal from the Joint S.W.A.T. Team. Team trainings include but are not limited to:

- 1. Basic S.W.A.T. school for new operators;
- 2. One (1) 8 hour training session every other week for the life of this Agreement;
- 3. One annual 40 hour (weeklong) training session at an off-site location; and
- 4. Any and all specialized training as assigned.
- j. Richland Hills and Watauga will allow all sworn officers employed by Richland Hills and Watauga and serving on the Joint S.W.A.T. Team to perform all required duties for the duration of a Joint S.W.A.T. Team response to a critical incident, including attending after-action debriefings and completing other after-action duties, unless so relieved by the Joint S.W.A.T. Team Commander.
- k. Whenever a Team member is rendering assistance pursuant to this Agreement, in addition to compliance with the NRH Policies under Section 4(f), the Joint S.W.A.T. Team member shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If there is a conflict between any of the rules and regulations, personnel policies, general orders, or standard operating procedures of Richland Hills or Watauga as it relates to S.W.A.T. operations, and the NRH Policies, the parties agree that the NRH Policies shall control.
- 1. Notwithstanding any of the foregoing, NRH reserves the right to remove any personnel that, in NRH's sole discretion, violates this Agreement, the NRH Policies, or federal, state, or local laws.
- Section 5. **Public Information and Media Requests**. NORTH RICHLAND HILLS, Richland Hills and Watauga agree to the following:
 - a. Any release of public information in response to a public information request will be made in compliance with Chapter 552 of the Texas Government Code.
 - b. Each city will be responsible for responding to public information requests received by such city. Information in possession of one agency is not necessarily in the possession of the other agency, making it necessary for each city to be responsible for requests received by said agency.

c. The law enforcement agency having primary jurisdiction over the location to which the Joint S.W.A.T. Team responds during any specific critical incident or other event will be responsible for overall media relations for the duration of that event, including staffing a Public Information Officer at a designated site if necessary; although that agency may request assistance of personnel from the law enforcement agency of the other city for the purpose of media relations if needed.

Section 6. **Funding and Expenditures**. NORTH RICHLAND HILLS, Richland Hills and Watauga agree to the following:

- a. As required by the Act, the Cities acknowledge and agree that funding under their Agreement will be made from current revenues available to the Cities. Funding for the participation in, and expenditures paid or incurred for the execution of, this Agreement have been made, or will be made in successive years, as provided and approved through the respective annual budgets approved by the City Councils of NORTH RICHLAND HILLS, Richland Hills and Watauga.
- b. NORTH RICHLAND HILLS, Richland Hills and Watauga will respectively wholly fund, and be solely responsible for, all associated expenditures related to the application and performance of each sworn officer that is employed by the respective city and is a member of the Joint S.W.A.T. Team, including but not limited to:
 - 1. Pre-application testing and assessment, if any, conducted by, or on behalf of, the individual officer's Department;
 - 2. Psychological testing and services;
 - 3. Any and all compensation and benefits;
 - 4. Any and all costs associated with the provision of liability coverage;
 - 5. Any and all costs associated with the provision of legal representation to the respective city and/or its employees; and
 - 6. Any and all costs associated with the disciplinary process, including the costs of completing an internal investigation; the costs related to employee arbitration, civil service, and the commencement of any review boards; the costs related to employee separation from service; and costs for any claim or lawsuits related such service.
- c. NORTH RICHLAND HILLS, Richland Hills and Watauga will respectively wholly fund, and be solely responsible for, each of the sworn officers they employ that are serving on the Joint S.W.A.T. Team, all associated expenditures for training, certifications, and education services, not otherwise

provided internally by NORTH RICHLAND HILLS, related to service on the Joint S.W.A.T. Team, including but not limited to:

- 1. Basic S.W.A.T. Operator course;
- 2. Basic S.W.A.T. Sniper course;
- 3. Basic Crisis Negotiator course;
- 4. Texas Tactical Police Officers Association (TTOA);
- 5. National Tactical Officers Association (NTOA); and/or
- 6. Any other advanced or specialized S.W.A.T. training course not otherwise instructed by NORTH RICHLAND HILLS personnel during regular training.

Section 7. **Termination**

- a. Either Party shall have the right to terminate this Agreement for convenience, upon the expiration of the then existing term, by giving written notice of non-renewal to the other Parties to this Agreement at least ninety (90) days prior to the expiration of the existing term.
- b. Termination of this Agreement for a dispute, breach or failure of obligation shall not be authorized unless all remedies have been exhausted as set forth in Section 10 herein. If a dispute cannot be resolved after following the procedures set forth in Section 10, either Party shall have the right to immediately terminate this Agreement upon written notice.

Section 8. **Effect of Termination**

- a. Upon the termination of this Agreement for any reason, each item of property, including but not limited to apparel, equipment, vehicles, weaponry, and ammunition, purchased by the respective Party for the operation of, or use by, the Joint S.W.A.T. Team shall be exclusively and solely owned by that Party and shall as such be returned to that respective Party within ten (10) business days of the effective date of termination. Neither Party shall be liable for property of the other Party.
- b. Each item of property, including but not limited to apparel, equipment, vehicles, weaponry, and ammunition, acquired under a grant for the operation of, or use by, the Joint S.W.A.T. Team shall be exclusively and solely owned, and kept, by the Party which made original application for said grant, unless otherwise restricted by, or returned to, the granting authority.

Section 9. **Notices.** All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested:

Mr. Mark HindmanMr. David GriffinMr. Eric StrongCity ManagerMayor Pro TemCity ManagerNorth Richland HillsWataugaRichland Hills4301 City Point Dr.7105 Whitley Rd.3200 Diana Dr.

North Richland Hills, TX 76180 Watauga, TX 76148 Richland Hills, TX 76118

Section 10. **Dispute Resolution.**

- a. In order to ensure an effective relationship between the parties and to provide the best possible public services, it is mutually agreed that all disputes, whether for breach of contract or failure to perform an obligation arising under this Agreement shall first be brought to the attention of the Chiefs of Police of the Parties, or their designees for resolution. If such dispute cannot be satisfactorily resolved within thirty (30) days, such dispute shall be handled and attempted to be resolved between the City Managers of North Richland Hills, Richland Hills and Watauga. If the dispute cannot be resolved by the City Managers, either Party may terminate the Agreement upon written notice.
- b. To avoid termination of this Agreement, any disputes not resolved as described above may be submitted to non-binding mediation upon written mutual consent of the Parties involved in the dispute, such dispute being governed by the mediation rules of the American Arbitration Association. The Parties shall jointly choose a mediator. Each Party shall be responsible for its own mediation fees, including attorney's fees, but each Party shall share equally in the cost for the mediator. In the event the Parties agree to participate in mediation, the Parties hereby acknowledge that such agreement to participate in mediation is an attempt in resolving said dispute, and as a prerequisite to the filing of any lawsuit over such issues, no litigation shall be commenced prior to the Parties' good faith participation in mediation.

Section 11. Governing Law and Venue.

This Agreement shall be governed by the laws of the state of Texas. Venue for any legal dispute arising under or concerning this Agreement shall lie in Tarrant County, Texas, or the United States District Court for the Northern District of Texas, Fort Worth Division.

Section 12. Liability.

NORTH RICHLAND HILLS, <u>Richland Hills and Watauga</u> each agree to accept full responsibility and liability for the actions of its own respective officers, agents and employees in the performance or use of the Joint S.W.A.T. Team under this Agreement, and to the extent allowed by law, agree to indemnify and otherwise hold harmless the other Parties, their officers, agents and employees against all liability claims, suits, demands, losses, damages and attorney fees including all expenses or litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property of other persons arising out of or in any way connected to the intentional or negligent acts or omission of that Party, its officers, agents or employees, in the performance or use of the Joint S.W.A.T. Team under this Agreement.

It is expressly understood and agreed that, in the execution of this Agreement that neither Party waives, nor shall be deemed hereby to waive any, immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Parties do not create any obligation express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

Section 13. **Exclusivity.**

The Parties agree that the rights and responsibilities of the parties to this Agreement are not exclusive. The Parties each further agree that NORTH RICHLAND HILLS may enter into an agreement similar to this agreement with any other governmental entity. Should NORTH RICHLAND HILLS enter into an Agreement with another entity for the same or similar services as set forth in this Agreement, Richland Hills and Watauga hereby grant each Party's consent to such other governmental entity and NORTH RICHLAND HILLS, for the Joint S.W.A.T. Team to have jurisdiction within the corporate limits of Richland Hills and Watauga, respectively, to provide its residents, businesses, and other citizens with a more effective and efficient delivery of key public safety services in response to critical incidents, and to combine personnel onto the Joint S.W.A.T. Team to deliver these key public safety services.

Section 14. Amendments.

This Agreement may only be modified, changed or altered at any time, upon mutual agreement of the Parties, provided that such modification, change and/or alteration are reduced to writing, and approved by the governing bodies of

NORTH RICHLAND HILLS and Richland Hills and Watauga.

Section 15. **Authorization.**

This Agreement has been approved by the governing bodies of NORTH RICHLAND HILLS and <u>Richland Hills and Watauga</u> at a duly called and posted meeting, and the persons signing this Agreement have been duly authorized to execute this Agreement by the governing bodies of the Parties.

Section 16. **No Joint Employer Status.**

The Parties agree that neither Party shall in any way be considered a Co-employer or a Joint employer with either of the other Parties, or any officers, agents, servants, or employees of either Party. Neither Parties' officers, agents, servants, or employees shall be entitled to any employment benefits from either of the other Parties. Each Party shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, or employees.

Section 17. **Assignability.**

Neither Party shall have the right to assign this Agreement without the express prior written consent of the other Parties.

Section 18. **Severability.**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

Section 19. **Request for Documentation.**

North Richland Hills, Richland Hills, and Watauga mutually reserve the right to request records related to services provided under this Agreement, to determine compliance herewith. Such records shall be made available at a location that is convenient for the respondent at no cost. The requestor will provide at least ten (10) days' notice prior to any such request. In the event any compensation is provided to an employee not of that city, North Richland Hills, Richland Hills, and Watauga mutually reserves the right to audit all records of the other cities related to such expenditures.

Section 20. Force Majeure.

If either Party is unable, either in whole or part, to fulfill its obligations under this Agreement due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics; public

health crises; earthquakes; fires; floods; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the federal, state, county, or City government in accordance with applicable law; issuance of a Level Orange or Level Red Alert by the United States Department of Homeland Security; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the Party's reasonable control (collectively, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such event.

[SIGNATURE PAGE FOLLOWS]

Interlocal Agreement Joint S.W.A.T. Team

IN WITNESS WHEREOF, we have hereunto set out hands this the day of, 20, in duplicate originals.	
CITY OF NORTH RICHLAND HILLS, TEXAS	CITY OF RICHLAND HILLS, TEXAS
By: Mark Hindman City Manager	By: Eric Strong City Manager
CITY OF WATAUGA, TEXAS	
By: David Griffin Mayor Pro Tem	
APPROVED AS TO FORM:	
By: Maleshia McGinnis City Attorney for North Richland Hills	By: Betsy Elam City Attorney for Richland Hills
By: Mark Daniel City Attorney for Watauga	_