

12

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute the Interlocal Cooperative Agreement between the City of Woodcreek and the Precinct 3 Constable's Office to provide traffic enforcement within the city limits.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

March 5, 2013

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

Darrell Ayres

SPONSOR

CONLEY

CO-SPONSOR

N/A

SUMMARY

The City of Woodcreek approached the Constables office to inquire about traffic enforcement services. Both entities have negotiated an agreement which has been approved by the Special Counsel's office for execution. The agreement allows for the County to retain the fees collected through the citations written under this agreement. The City of Woodcreek will pay an annual fee to Hays County which will cover the cost of a half time deputy to patrol during specific times.

FILED: 03 05 13
HAYS COUNTY COMMISSIONERS' COURT
Resolution # 28822 VOL V PG 103

INTERLOCAL COOPERATIVE AGREEMENT

STATE OF TEXAS

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COUNTY OF HAYS

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This Interlocal Cooperative Agreement (Agreement) is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between the **County of Hays** (the "County") and the **City of Woodcreek** (the "City"), and **Constable Darrell Ayres**, Hays County Constable for Precinct 3 (the "Constable"). The County, the City, and the Constable are sometimes hereinafter collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the City desires assistance from the Constable in the area of traffic regulation in order to enhance public safety for its citizens; and

WHEREAS, the City currently does not have the resources to employ public safety officers; and

WHEREAS, by way of this Agreement, the Constable has the legal authority to enforce traffic regulations within the corporate limits of the City; and

WHEREAS, the County, the Constable and the City desire to enter into this Agreement authorizing the Constable to provide the enforcement of traffic regulations within the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby contract, covenant and agree as follows:

Article 1. Constable's Rights and Duties.

The Constable hereby agrees to provide a part time employee twenty (20) hours per week) to provide traffic-related law-enforcement services within the City limits. The parties hereby acknowledge that the Constable's Office has limited resources and equipment with which to regulate traffic laws in the City. The Constable agrees to patrol, investigate, file complaints, maintain audio and video recordings of traffic stops under normal department procedures, assist in prosecution, and do all things normally and customarily done in the normal traffic regulation law enforcement work performed by his office.

- 1.1 Traffic citations issued by the Constable shall be filed and adjudicated in the Precinct 3 Justice of the Peace Court in the same manner as any Class C Misdemeanor that comes before that Court. Any fine collected shall be deposited into the General Fund of Hays County.

- 1.2 The Constable acknowledges that traffic-related law enforcement is essential during both daytime and evening hours, and shall exercise his best judgment and efforts to provide such services during evening hours in a manner accommodating the Constable's scheduling and administrative needs.
- 1.3 **NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE CONSTABLE IN THE EXECUTION OF HIS DUTIES. IT IS FOR THE CONSTABLE OR HIS DEPUTIES, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE LAW ENFORCEMENT EFFORTS OF THE CONSTABLE'S OFFICE SHOULD BE ALLOCATED THROUGHOUT PRECINCT 3 IN HAYS COUNTY.**

Article 2. City's Rights and Duties.

- 2.1 The City hereby designates the Constable and his deputies as traffic officers and agents of the City when enforcing traffic regulations within the City limits. The City agrees to allow the County to retain any fees collected by the Justice Court. The City further agrees to cooperate and lend such assistance of equipment and personnel to the Constable's employees as may be reasonably required from time to time to carry out the purposes of this Agreement. In addition, the City shall provide the County with updated copies of the Village's ordinances related to vehicles and traffic as such ordinances may be updated from time to time.
- 2.2 City may employ a Municipal Judge of its own selection other than Justice of the Peace for Precinct 3 to hear cases and citations related to City ordinances and code enforcement other than traffic violations. The City retains the right to operate its Municipal Court and do all things normally and customarily done in the prosecution of alleged ordinance violations not issued by the Constable pursuant to this Agreement.
- 2.3 In return for the annual services provided by the Constables Office cited above, the City agrees to pay the County twenty-eight thousand three hundred forty dollars and no/100 (\$28,340); payable in quarterly lump-sum payments of seven-thousand eighty five dollars (\$7,085), which represents reimbursement to the County for actual costs incurred related to the employment of an additional half-time employee within the Constables Office for Precinct 3 and estimated vehicle fuel costs related to patrol of the City of Woodcreek. Despite the City's willingness to lend the assistance of equipment, as cited in Section 2.1 above, the City shall not be obligated to compensate the County for the purchase or lease of a vehicle for use by this part-time employee.

Article 3. Administration.

The Constable will be responsible for administering this Agreement and providing supervisory control and command over all agents, officers, and other personnel performing services pursuant to this Agreement. The contact person and representative for the County is the Constable, or his designee, and the contact person and representative for the City is the City Manager.

Article 4. Term of Agreement and Renewal.

This Agreement shall become effective upon the approval of the Hays County Commissioners Court, the Hays County Constable for Precinct 3, and the Woodcreek City Council as evidenced by the signatures below and shall become effective the date of the last signature as set forth below. This Agreement may be terminated, with or without cause, by either party hereto by giving thirty (30) days written notice of termination to the other party via certified-mail, return receipt requested. This Agreement may be renewed annually and, absent notice otherwise by any other party, shall automatically be renewed each year. However, each party paying for the performance of governmental functions under this Agreement shall make those payments from current revenues available to the paying party.

Article 5. Insurance and Liability.

The relationship of the County, the City and the Constable is that of independent contractors. The County shall have no liability whatsoever for the actions of, or the failure to act by, any employee, agent or officer of the City, and the City shall be responsible, as between the County, the City and the Constable, for and with respect to claims or causes arising out of or with respect to any act, omission or failure to act by the City. The City shall have no liability whatsoever for the actions of, or the failure to act by, any employee, agent or officer of the County, and the County shall be responsible, as between the County, the City and the Constable, for and with respect to claims or causes arising out of or with respect to any act, omission or failure to act by the County or Constable. The City will obtain and maintain in full force and effect during this Agreement a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect and insure the City, the County, the Constable and their respective agents, officers and employees from and against any claim, cause of action or liability arising from any action, omission or failure to act by the City, its agents, officers and employees.

Article 6. Miscellaneous.

The County and the Constable shall have exclusive control, supervision and policy-making authority for and with respect to the services to be provided under this Agreement, and nothing in this Agreement is intended nor shall be deemed to establish any requirement for, or any specific or implied standard or quality for, any level of service to be provided pursuant to this Agreement. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the City, the County or the Constable, or to create any legal rights or claim on behalf of any third party. Neither the County, the City nor the Constable waives any defenses whatsoever, including, but not limited to, governmental immunity.

Article 7. NOTICE.

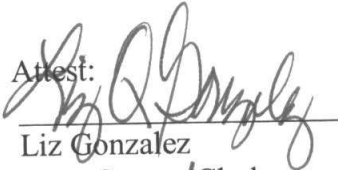
Any notice provided for under this Agreement shall be forwarded to the following addresses:

Hays County
County Judge
111. E. San Antonio
San Marcos, TX 78666

City of Woodcreek
City Manager
41 Champions Circle
Woodcreek, TX 78676

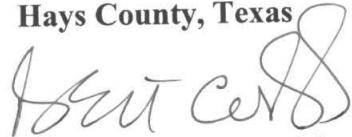
IN WITNESS WHEREOF, The parties hereby execute in duplicate and attest this Agreement to be in full force and effect of the date of the last signature as set forth below.

Attest:

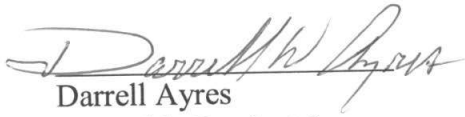

Liz Gonzalez
Hays County Clerk
Date: 3/5/13

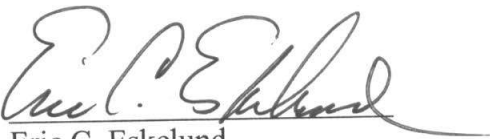


Hays County, Texas

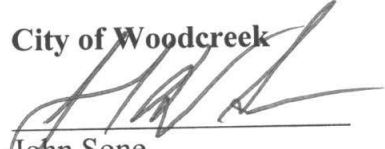

Judge Bert Cobb, M.D.
Hays County Judge
Date: 3-5-2013

Hays County Constable


Darrell Ayres
Constable Precinct 3
Date: 3/5/2013


Eric C. Eskelund
Mayor
Date: 2/27/2013

City of Woodcreek


John Sone
City Manager

Date: 27 FEB 2013