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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 a Traffic Enforcement Agreement between the Hays County Sheriff's Office and the Ruby Ranch Subdivision.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	April 30, 2013	

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Cutler/Jones	JONES	N/A

SUMMARY

Representatives and counsels of both parties have agreed to the terms of the attached Traffic Enforcement Agreement. This agreement proposes to compensate the county and individual officers for the time, equipment and personnel that is dedicated to enforcement of traffic laws within the Subdivision limits.

TRAFFIC ENFORCEMENT AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

This Traffic Enforcement Agreement ("Agreement") is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between the **County of Hays**, a political subdivision of the State of Texas (the "County"), the **Ruby Ranch Subdivision**, located in Hays County, Texas (the "Subdivision"), and **Hays County Sheriff, Gary Cutler** (the "Sheriff"). The County, the Subdivision, and the Sheriff are sometimes hereinafter collectively referred to as "the Parties".

WITNESSETH

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

WHEREAS, the Subdivision currently does not have the resources or the statutory authority to employ public safety officers;

WHEREAS, the Sheriff already has the legal authority to enforce traffic regulations within the corporate limits of the Subdivision; and

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

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

Article 1. Sheriffs Rights and Duties. The Sheriff hereby agrees to provide law-enforcement services within the Subdivision. The Sheriff will not enforce Subdivision rules or ordinances ("CC&R's") unrelated to traffic regulation. The parties hereby acknowledge that the Sheriff's Office has limited resources and equipment with which to regulate state and local laws within the Subdivision. The Sheriff agrees to patrol, investigate, file complaints, assist in prosecution, and do all things normally and customarily done in their normal law enforcement work. Traffic citations issued by the Sheriff shall be filed and adjudicated in the Precinct 4 Justice of the Peace Court and any fine collected shall be deposited with the County.

NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE SHERIFF IN THE EXECUTION OF HIS DUTIES. IT IS FOR THE SHERIFF, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE LAW ENFORCEMENT EFFORTS OF HIS OFFICE SHOULD BE ALLOCATED THROUGHOUT THE COUNTY.

Article 2. Subdivision's Rights and Duties. The Subdivision hereby designates the Sheriff and his deputies as traffic officers for the Subdivision when enforcing traffic regulations within the Subdivision. The Subdivision agrees that the County shall retain any fees collected by the Justice Court.

Article 3. Administration. The Sheriff shall be responsible for administering this Agreement and providing supervisory control and command over all law-enforcement officers, dispatchers, and other personnel performing services pursuant to this Agreement. The contact person and representative for the County is the Sheriff, or his designee, and the contact person and representative for the Subdivision is the Home Owners Association President, or his designee.

Article 4. Billing; Fees; and Payment. The Sheriff shall invoice the Subdivision weekly for the services rendered under this Agreement, which shall be supplementary to any regular patrol and/or law enforcement provided to residents of the Ruby Ranch Subdivision by the Hays County Sheriff's Office in its regular course of business.

Deputies shall be paid \$35 per hour. Shifts may run 4 to 12 hours per day per deputy, at the Sheriff's discretion. The Subdivision shall also be responsible for paying officer wages for any court appearances that result from enforcement duties while working for the Subdivision. The rate shall remain at \$35 per hour (with a 2 hour minimum charge) for court appearances. Court appearance fees shall be included in the weekly enforcement invoice. The invoice shall specify whether it was enforcement or a court appearance. A \$10 per hour fee shall be paid for the deputies' use of County vehicles pursuant to this Agreement. However, if the per hour fee for use of County vehicles or deputy pay rates is reasonably modified in subsequent fiscal years by the Hays County Commissioners Court, the per hour fee shall be invoiced at that modified rate. No charge for vehicle use shall be invoiced for court appearances.

A weekly not-to-exceed budget of \$_____ is hereby declared by the Parties. The Sheriff's Office shall not invoice the Subdivision for more than this not-to-exceed amount during any one-week billing period.

Within fifteen (15) days of receiving an invoice from the Sheriff, the Subdivision shall pay invoices by making one check payable to "Hays County, Texas" for all vehicle use fees incurred during that billing period and one check payable to each individual deputy who performed services under this Agreement during that billing period. All checks paid under this Agreement shall be delivered to the Sheriff at the address provided in Section 7, below.

Article 5. Term of Agreement and Renewal. This Agreement shall become effective upon the approval of the Hays County Commissioners Court and the Subdivision 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. Absent notice otherwise by either Party, this Agreement shall automatically renew each year. Each Party paying for the performance of governmental functions under this Agreement shall make those payments from current revenues available to the paying party. Any billable hours that accrue between a Notice of Termination under this Section and the actual termination date of this Agreement shall be paid within fifteen (15) days of termination. This Section shall survive termination of this Agreement.

Article 6. Insurance and Liability. The relationship between the Subdivision and the County or agents of the County, including the Sheriff and Sheriff's deputies, 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 Subdivision.

THE SUBDIVISION SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE COUNTY'S ASSOCIATION WITH THE SUBDIVISION UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE SUBDIVISION, AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE SUBDIVISION. The Subdivision 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 County, the Sheriff and their respective agents, officers, and employees from and against any claim, cause of action or liability arising from any negligent or willful action, omission or failure to act by the Subdivision, its agents, officers and employees.

The Subdivision shall be responsible for the costs of vehicle repairs on any Sheriff's vehicle that is involved in a collision while the vehicle is being used pursuant to this Agreement.

WITH THE EXCEPTION OF VEHICLE REPAIRS, AS CITED ABOVE, AND WITHOUT WAIVING ITS RIGHT TO ASSERT SOVEREIGN IMMUNITY AGAINST ANY THIRD PARTY, THE COUNTY SHALL INDEMNIFY AND HOLD HARMLESS THE SUBDIVISION AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE SUBDIVISION'S ASSOCIATION WITH THE COUNTY UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE COUNTY, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE COUNTY

Article 7. Miscellaneous. The County and the Sheriff 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 either the Subdivision, the County or the Sheriff, or to create any legal rights or claim on behalf of any third party. Neither the County, the Subdivision, nor the Sheriff 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 Judge
Dr. Bert Cobb
111 E. San Antonio, Suite 300
San Marcos, TX 78666

Ruby Ranch Subdivision

Ruby Ranch, TX 78676

Hays Co. Sheriff
Sheriff Gary Cutler
1307 Umland
San Marcos, TX 78666

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.

HAYS COUNTY, TEXAS

Attest:

By: _____

Date: _____

Name: _____

Title: County Clerk

By: _____

Date: _____

Name: Bert Cobb

Title: Hays County Judge

By: _____

Date: _____

Name: Sheriff Gary Cutler

Title: Hays County Sheriff

RUBY RANCH SUBDIVISION

Attest:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name:

Title: President