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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 an Interlocal Agreement between Hays County Sheriff's Office and Village of Bear Creek related to enforcing traffic regulations within the corporate limits of the Village in Pct. 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	June 4, 2013	

LINE ITEM NUMBER

**AUDITOR USE ONLY**

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A                      AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
WHISENANT	WHISENANT	N/A

**SUMMARY**  
Summary to be provided in Open Court

INTERLOCAL COOPERATIVE AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

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, Texas** (the "County"), **the Village of Bear Creek, Texas** (the "Village"), and **Sheriff Gary Cutler** (the "Sheriff"). The County, the Village, and the Sheriff are sometimes hereinafter collectively referred to as the "Parties".

WITNESSETH

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

**WHEREAS**, the Village currently does not have the resources to employ public safety officers;

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

**WHEREAS**, the County, the Sheriff and the Village desire to enter into this Agreement authorizing the Sheriff to provide the enforcement of traffic regulations within the Village, including enforcement of those regulations passed as city ordinances by the Village;

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

**Article 1. Sheriff's Rights and Duties.** The Sheriff hereby agrees to provide traffic related law-enforcement services within the Village limits. The parties hereby acknowledge that the Sheriff's Office has limited resources and equipment with which to regulate traffic laws in the Village. The Sheriff agrees to patrol, investigate, file complaints, assist in prosecution, and do all things normally and customarily done in their normal traffic-regulated 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. Village's Rights and Duties.** The Village hereby designates the Sheriff and his deputies as traffic officers and agents of the Village when enforcing traffic regulations within the Village limits. The Village agrees to allow the County to retain any fees collected by the Justice Court. The Village further agrees to cooperate and lend such assistance of equipment and personnel to the Sheriff's employees as may be reasonably required from time to time to carry out the purposes of this Agreement. The Village shall provide notice to the Sheriff's Office any time the Village adopts a new ordinance that will affect the duties of Sheriff's deputies under this Agreement.

**Article 3. Administration.** The Sheriff will 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 Village is the Mayor.

**Article 4. Term of Agreement and Renewal.** This Agreement shall become effective upon the approval of the Hays County Commissioners Court and the Bear Creek Village 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. 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 Village and the Sheriff 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 Village, and the Village shall be responsible, as between the County, the Village and the Sheriff, for and with respect to claims or causes arising out of or with respect to any act, omission or failure to act by the Village. The Village 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 Village, the County, the Sheriff 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 Village, its agents, officers and employees.

**Article 6. 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 Village, the County or the Sheriff, or to create any *legal* rights or claim on behalf of any third party. Neither the County, the Village 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  
County Judge  
111 E. San Antonio  
San Marcos, TX 78666

Village of Bear Creek  
Mayor  
6705 W. Hwy 290 #502  
Austin, TX 78735

Hays County Sheriff  
Sheriff  
1307 Uhland  
San Marcos, TX 78666

The parties to this Interlocal Cooperative Agreement hereby agree to the terms and conditions contained herein on this the \_\_\_\_ day of \_\_\_\_\_, 2013, as is evidenced by their signatures, below.

**ATTEST:**

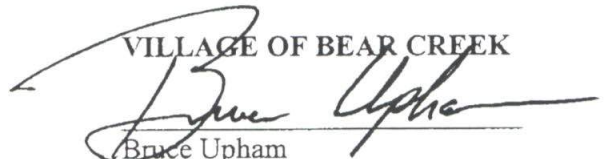
**HAYS COUNTY, TEXAS**

\_\_\_\_\_  
Liz Q. Gonzales  
County Clerk

\_\_\_\_\_  
Bert Cobb, M.D.  
Hays County Judge

\_\_\_\_\_  
Gary Cutler  
Hays County Sheriff

By: Kathryn Rosebark  
Name: Kathryn Rosebark  
Title: City Secretary

**VILLAGE OF BEAR CREEK**  
  
\_\_\_\_\_  
Bruce Upham  
Mayor