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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**

Authorize the County Judge to execute an Interlocal Assistance Agreement for continuance of the Texas Automobile Burglary and Theft Prevention Authority Project

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	September 24, 2013	\$23,072.00

**LINE ITEM NUMBER**

Sheriff's FY14 Budget

**AUDITOR USE ONLY**

**AUDITOR COMMENTS:**

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Cutler/Hauff	COBB	N/A

**SUMMARY**

The Travis County Sheriff's Office is requesting approval of the annual agreement with the Texas Automobile Burglary and Theft Prevention Authority (ABTPA) to continue the Sheriff's combined Auto Theft Task Force Grant. Funding for the program includes Travis County and other counties with the Sheriff of each county forming the Advisory Board of the program. The grant award provides funding for the Hays County Field Agent in the amount of \$52,110, which does not include fringe benefits. Hays County will provide the additional funds to cover the fringe benefits, which historically it has funded in the past. The additional funds of \$23,072.00 will be funded through the Sheriff's FY14 budget. Attached is the Interlocal Assistance Agreement with the Special Condition document that the District Attorney must sign.

FILED: 09/24/13  
HAYS COUNTY COMMISSIONERS' COURT  
Resolution # 28357 VOL V PG 245

**INTERLOCAL ASSISTANCE AGREEMENT  
REGIONAL AUTO THEFT ENFORCEMENT TASK FORCE**

This Agreement is entered into by and between the undersigned parties, hereinafter collectively referred to as the Parties, pursuant to Chapter 791 of the Texas Government Code, concerning interlocal cooperation contracts, and Chapter 362 of the Texas Local Government Code.

WHEREAS, auto theft is a crime that has steadily increased in recent years with population growth; and

WHEREAS, the cost of auto theft places burdens on the public and private sector alike; and

WHEREAS, the parties desire to address this problem by continuing to develop and implement a comprehensive auto theft law enforcement program, including violation identification, investigation, prosecution and public awareness; and

WHEREAS, the Parties desire to continue to pool their resources and to coordinate individual efforts in order to combat auto theft more efficiently and effectively; and

WHEREAS, the Parties agree to adhere to all pertinent federal, state and local laws or regulations.

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I  
CONTINUATION OF TASK FORCE**

1.01 The Parties by resolution or order enter into this Agreement to continue the existence of a mutual aid law enforcement task force to cooperate in criminal investigation and law enforcement to combat auto theft. The Parties hereby continue the existence of the Sheriffs Combined Auto Theft Task Force (the Task Force). The Task Force will continue to pool its resources and coordinate individual efforts to combat auto theft more efficiently and effectively. The Task Force will continue to assist its members in investigating, prosecuting and preventing auto theft.

**ARTICLE II  
RESOURCES**

2.01 The allocation of law enforcement resources is a discretionary decision, which is to be made by the governmental entity and official(s) who controls the resources. It is acknowledged that the allocation of law enforcement is dependent on availability of funding and the resources in question. Subject to these expressly acknowledged



limitations, the Parties agree to endeavor to provide available law enforcement resources as requested in order to facilitate Task Force operations.

- 2.02 Travis County has applied for a grant from the Automobile Theft Prevention Authority (the ATPA) to provide funding for several positions to support Task Force operations, as set forth in Exhibit A (Grant Application), which is attached hereto and made a part hereof. The in-kind match for the ATPA grant is also set forth in Exhibit A.
- 2.03 Travis County may apply for and receive other grants to support the Task Force operations.
- 2.04 Travis County will act as the Manager for the administration of the grant(s), which will be utilized to support Task Force operations, and Travis County will allocate funding and equipment in accordance with the provisions of the grant documents.
- 2.05 To the extent that any of the Parties receive any grant funding or equipment which has been purchased with grant funds pursuant to this Agreement, such Parties will be considered subrecipients (the Subrecipients) and, as such, are subject to OMB Circulars A-87, A-133 and the Uniform Grant and Contract Management Standards, as applicable. Travis County, as the pass-through grant recipient, will provide the Subrecipients with a copy of the grant agreement, administrative guidelines and CFDA number, when applicable. In addition, the Subrecipients agree to and shall provide monthly accountings and expenditure reports to Travis County on a timely basis on forms, which will be provided to the applicable Parties. Final expenditure reports are due from any recipient of grant funding under the initial term of this Agreement no later than September 15, 2014. In accordance with the requirements of the grant, any Subrecipient costs, which have been paid from grant funds, but which are later deemed unallowable for reimbursement under the grant, shall be refunded by such subrecipient to Travis County.
- 2.06 The Parties agree to maintain accurate accounting records of any funds received or disbursed pursuant to this Agreement and, if requested, to allow Travis County and/or the granting agencies access to the records for the purpose of performing inspections and audits.
- 2.07 Any equipment received by the Parties under this Agreement which has been purchased with ATPA grant funds will remain Travis County property and will be separately accounted for and returned to Travis County at the termination of this Agreement, subject to the approval of ATPA. Any other equipment received by the Parties under this Agreement, which has been purchased with other grant funds, will remain Travis County property and will be separately accounted for and returned to Travis County at the termination of this Agreement, subject to the conditions of the grant.

2.08 To the extent that any of the Parties receive ATPA grant fund proceeds or equipment, which has been purchased with such grant funds, pursuant to this Agreement, such Parties shall comply with the applicable regulations, policies, guidelines and requirements referenced in Exhibit B (DA Contract), a copy of which is attached hereto and made a part hereof. In addition, to the extent that any of the Parties receive ATPA grant fund proceeds or equipment, which has been

purchased with such grant funds, pursuant to this Agreement, such Parties, by executing this Agreement, certify that the program proposed in this Agreement meets all of the requirements of the ATPA, that all of the information presented is correct, and that such Parties will comply with the provisions of the ATPA and all other federal and state laws, regulations and guidelines.

2.09 In the event that funds and/or other property are forfeited under the provision of law as a result of the activities of the Task Force, the property will be sold or any other intended use of the property shall be approved by the ATPA (and, if applicable, any other granting agency), and all such funds will be expended for Task Force purposes. The Task Force will provide custody and accounting of these funds and assets, if any, and will utilize the funds and assets in accordance with applicable law and the decision of the Task Force Board of Governors.

### **ARTICLE III TASKS**

3.01 The Parties will each appoint a representative to serve on a Board of Governors of the Task Force, which will be chaired by the Sheriff of Travis County.

3.02 The Board will:

1. set the policy of the Task Force;
2. receive reports concerning the activities of the Task Force;
3. meet annually on a date selected by its chairperson and at other times as set by the Board;
4. adopt and follow proper parliamentary procedures at each of its meetings;
5. organize the Task Force to most effectively utilize Task Force resources in the accomplishment of its objectives;
6. appoint a Committee to develop standard operating procedures for the Task Force and the committee will submit the procedures to the Board for its approval;
7. organize and implement Task Force operations;
8. establish inter-agency flow charts, meeting schedules and screening criteria; and
9. designate points of contact and determine agency responsibility.

3.03 The Sheriff of Travis County will appoint a Task Force Coordinator to coordinate the day-to-day operation of the Task Force.



**ARTICLE IV  
JURISDICTION**

- 4.01 The peace officers of the Parties, who are assigned to a Task Force operation, will have the additional jurisdictional authority set forth in this Agreement.
- 4.02 The jurisdiction conferred under this Agreement will include the power to conduct investigations, make arrests without a warrant, to execute search warrants and to make other reasonable and necessary law enforcement actions for the purpose of and in the pursuit of achieving Task Force objectives outside the jurisdiction from which the officer is assigned and within the territory of a specific Task Force operation. All assigned officers will have the investigative and arrest authority necessary to effectively cooperate in the attainment of the Task Force objectives within the area covered by a specific Task Force operation.
- 4.03 Venue for the prosecution of a criminal offense brought in connection with any Task Force operation will be in accordance with applicable law.

**ARTICLE V  
COORDINATION OF LAW ENFORCEMENT OPERATIONS**

- 5.01 With the return of this executed Agreement, each party will designate in writing an individual to serve as a single point of contact for the purpose of coordinating law enforcement operations. The designation will include telephone, fax and pager numbers. The Parties may change the designated points of contact by delivering a notice to the other parties in accordance with the terms of this Agreement.
- 5.02 The individuals, who act as the single points of contact, will also act as the liaisons between the Task Force and the law enforcement officials of the participating jurisdictions. The Task Force Coordinator will notify the single point of contact of each jurisdiction to be involved in a Task Force operation of the contemplated operation and will communicate with the single points of contact to coordinate the day-to-day operation of the Task Force.
- 5.03 The law enforcement agencies of the area where an arrest is made pursuant to a Task Force operation shall be notified of the arrest without delay, and the notified agency shall make available the notice of arrest in the same manner as if the arrest were made by a member of that agency.

**ARTICLE VI  
PEACE OFFICER COMPENSATION**

- 6.01 A peace officer assigned to the Task Force shall receive from the assigning party the same wages, salary, pensions and other compensation, employment benefits and rights, including injury or death benefits, for the service as though the service had been rendered directly for the party who assigned the officer to the Task Force.

**ARTICLE VII  
ALLOCATION OF FUNDS**

- 7.01 Grant funds will be allocated in conformance with the intent and requirements of the applicable grant.
- 7.02 A party to this Agreement shall not request reimbursement for any services performed pursuant to this Agreement by another party to this Agreement.

**ARTICLE VIII  
LEGAL RESPONSIBILITIES**

- 8.01 If any law enforcement officer assigned to the Task Force is cited as a defendant in any civil law suit arising out of his or her official acts as a law enforcement officer assigned to the Task Force, the officer will have the same benefits from the assigning agency that such law enforcement officer would be entitled to receive if such civil action had arisen out of an official act within the scope of his or her duties as an officer of and in the jurisdiction of the assigning party.
- 8.02 No party to this Agreement will be responsible for the acts of a law enforcement officer of another jurisdiction, who is assigned to the Task Force, except as may be decreed against that party by a judgment of a court of competent jurisdiction.
- 8.03 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions.
- 8.04 Each party to this Agreement waives all claims against every other party to the agreement for compensation for any loss, damage, personal injury or death, occurring as a consequence of the performance of this Agreement, except for acts in violation of law.

**ARTICLE IX  
NON-PEACE OFFICER PERSONNEL**

9.01 In the event that a party to this Agreement assigns any non-peace officer personnel to participate in any Task Force operations, such personnel will have the rights to compensation and legal defense provided to peace officers under Sections VI and VIII of this Agreement, provided however, that nothing in this Agreement is intended to grant any law enforcement authority upon any such non-peace officer personnel.

**ARTICLE X  
DISTRIBUTION OF ASSETS**

10.01 Upon termination of this Agreement, all assets of the Task Force, itself, including any real property or funds available due to forfeitures made in accordance with State and Federal law, will be distributed in accordance with applicable law and the decision of the Task Force Board of Governors.

10.02 Upon termination of this Agreement, equipment on loan to the Task Force by the agreement of a party will be returned to the appropriate party.

**ARTICLE XI  
TERM & COMMENCEMENT & ADDITIONAL PARTIES**

11.01 The term of this Agreement will be one (1) year from September 1, 2013, to August 31, 2014. If less than all of the contemplated parties execute this Agreement prior to commencement of the Task Force operations, this Agreement will operate as an Interlocal Agreement between the signatory parties at that time. Any governmental entities located in or serving the targeted region not a party to this Agreement may execute a copy of this Agreement and become a party upon the approval of the Task Force Board of Governors.

**ARTICLE XII  
TERMINATION**

12.01 Any party may, upon written notice to all other parties, withdraw from this Agreement at any time.



**ARTICLE XIII  
PAYMENTS**

- 13.01 The party or parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying party.

**ARTICLE XIV  
NOTICE**

- 14.01 Any notice given hereunder by any party to the other parties shall be in writing and may be effected by personal delivery in writing, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by fax transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

**ARTICLE XV  
LEGAL CONSTRUCTION**

- 15.01 If any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.
- 15.02 Whenever the context of this Agreement requires, the masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others. Any portion of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

**ARTICLE XVI  
ENTIRE AGREEMENT**

- 16.01 This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent or employee of



Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

**ARTICLE XVII  
ADDITIONAL AGREEMENTS**

17.01 The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

**ARTICLE XVIII  
APPLICABLE LAW**

18.01 This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

**ARTICLE XIX  
NO THIRD PARTY RIGHTS**

19.01 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

**ARTICLE XX  
MULTIPLE COUNTERPARTS**

20.01 This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such party.

**ARTICLE XI  
ASSURANCES CERTIFICATION**

21.01 The undersigned Parties certify that the programs described herein meet all the requirements of the Texas Automobile Theft Prevention Authority Program, that all the information presented is correct and that they will comply with the provisions of the Automobile Theft Prevention Authority and all other applicable federal and state laws. The undersigned Parties certify that they will comply with the list of Assurances which is attached hereto as Exhibit C and incorporated herein by reference. The undersigned Parties further certify that, by appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, they shall assure that the applicable conditions in Exhibit C (Assurances) apply to all recipients of assistance.

Resolved, Ordered and Executed as of the dates set forth below.

**County of Bastrop**

\_\_\_\_\_  
County Judge                      Date

**County of Bell**

\_\_\_\_\_  
County Judge                      Date

**County of Blanco**

\_\_\_\_\_  
County Judge                      Date

**County of Caldwell**

\_\_\_\_\_  
County Judge                      Date

**County of Colorado**

\_\_\_\_\_  
County Judge                      Date

**County of Comal**

\_\_\_\_\_  
County Judge                      Date

**County of Fayette**

\_\_\_\_\_  
County Judge                      Date

**County of Gonzales**

\_\_\_\_\_  
County Judge                      Date

**County of Hays**

*Robert Curtis* 9-22-2013  
\_\_\_\_\_  
County Judge                      Date

**County of Lee**

\_\_\_\_\_  
County Judge                      Date

**County of Llano**

\_\_\_\_\_  
County Judge                      Date

**County of Milam**

\_\_\_\_\_  
County Judge                      Date

**County of Travis**

*Samuel T. Bowie* 5-30-13  
\_\_\_\_\_  
County Judge                      Date

**County of Wharton**

\_\_\_\_\_  
County Judge                      Date

**County of Williamson**

\_\_\_\_\_  
County Judge                      Date

**County of Wilson**

\_\_\_\_\_  
County Judge                      Date



**SPECIAL CONDITION**

**DISTRICT ATTORNEY CONTRACT**

**WHEREAS**, the office of the **Hays** County District Attorney and the Sheriffs' Combined Auto Theft Task Force (hereinafter referred to as the Task Force) are desirous of entering into a contract between the parties regulating the disposition of property and monies (as defined by law) seized by the Task Force pursuant to civil and criminal statutes of the State of Texas; and,

**WHEREAS**, the parties to this contract are identified as the District Attorney of **Hays**, Texas (hereafter referred to as the District Attorney) and the Sheriffs' Combined Auto Theft Task Force, being that group organized pursuant to a grant by and through the Automobile Theft Prevention Authority; and,

**WHEREAS**, the District Attorney of **Hays** County, Texas has the authority to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and,

**WHEREAS**, the Task Force has the authority to provide law enforcement service with particular emphasis on auto theft related offenses;

**NOW, THEREFORE**, it is mutually agreed by and between the District Attorney and the Task Force, as follows:


The District Attorney agrees to diligently pursue all forfeiture actions that the District Attorney in his sole discretion determines should be pursued and prosecuted, which arise from operations initiated and investigated by the Task Force.

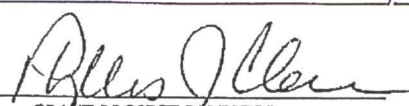
Property, other than money, seized by the Task Force under the provisions of law shall remain in the custody of the Task Force until final disposition of the forfeiture action. Money shall be deposited with the District Attorney's office pending the final judgment of forfeiture.

Upon final disposition of the forfeiture action, all funds, interest accrued, and all property attributable to the efforts of the Task Force shall be awarded to the Task Force, to be used solely for law enforcement purposes.

This agreement shall be in effect for the term of the Task Force grant award dates, September 1, 2013 to August 31, 2014.

It is agreed and noted:  
Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

  
\_\_\_\_\_  
DISTRICT ATTORNEY  
**Hays** County, Texas

  
\_\_\_\_\_  
GRANT PROJECT DIRECTOR  
Sheriffs' Combined Auto Theft Task Force