

AGENDA ITEM # 32**September 8, 1998**

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Consider approving an order and the Interlocal Assistance Agreement for Regional Auto Theft Enforcement Task Force.

Moved: Commissioner Mehevec

Seconded: Judge Doerfler

Motion: To approve an order and the Interlocal Assistance Agreement for Regional Auto theft Enforcement Task Force.

Vote: Motion carried 5 - 0

< Clerk copy here >



DAN RICHARDS
Chief Deputy

MARGO L. FRASIER
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767

August 18, 1998

DAVID BALAGIA
Major - Corrections
POLLY A. JOHNSON
Major - Administration
and Support
TERRY PICKERING
Major - Law Enforcement

TO: Mike Bading, Sheriff, Caldwell County
Bill Elsbury, Sheriff, Blanco County
Margo Frasier, Sheriff, Travis County
Nathan Garrett, Sheriff, Llano County
Joe Goodson, Sheriff, Lee County
Richard Hernandez, Sheriff, Bastrop County
Bob Holder, Sheriff, Comal County
Don Montague, Sheriff, Hays County
Joe F. Pollock, Sheriff, Burnet County
Ed Richards, Sheriff, Williamson County
Dan Smith, Sheriff, Bell County
Rick Vandel, Sheriff, Fayette County
Curly Weid, Sheriff, Colorado County
Charlie West, Sheriff, Milam County

From: Mike Shipley, Research Analyst, Travis County Sheriff's Office

Subject: Interlocal Agreements - ATPA Grant

The Auto Theft Prevention Authority (ATPA) has formally awarded the Sheriffs' Combined Auto Theft Task Force \$400,000 for grant year 1999.

I am enclosing the *Interlocal Assistance Agreement - Regional Auto Theft Enforcement Task Force* required to activate the multi-jurisdictional task force. Please have the agreement reviewed by appropriate persons within your county and approved by order of your Commissioners' Court. Travis County will be happy to send a representative for an appearance with you in your Commissioners' Court if necessary.

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This agreement is of special interest to those counties in which Task Force field agents are assigned. Those counties cannot begin billing Travis County for an agent's salary until the agreement has been executed by your county commissioners.

I am also enclosing a *Special Condition District Attorney Contract* form for execution by your district attorney.

If you have any questions or want clarification, you can reach me at 780-4986.



Safety, Integrity, Tradition of Service

**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 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
FORMATION**

- 1.01 The Parties by resolution or order enter into this Agreement to form a mutual aid law enforcement task force to cooperate in criminal investigation and law enforcement to combat auto theft. The Parties hereby establish the Sheriffs' Combined Auto Theft Task Force (the "Task Force"). The Task Force will pool its resources and coordinate individual efforts to combat auto theft more efficiently and effectively. The Task Force will 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 received 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", 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, 1999. 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", 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 initial term of this Agreement will be one (1) year from September 1, 1998, to August 31, 1999. 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**

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- 13.01 The party or parties paying for the performance of governmental functions or services shall make payments therefore 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 of 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**

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- 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.

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

COUNTY OF BASTROP

_____ County Judge	_____ Date
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COUNTY OF BELL

_____ County Judge	_____ Date
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COUNTY OF BLANCO

_____ County Judge	_____ Date
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COUNTY OF BURNET

County Judge

Date

COUNTY OF CALDWELL

County Judge

Date

COUNTY OF COMAL

County Judge

Date

COUNTY OF COLORADO

County Judge

Date

COUNTY OF FAYETTE

County Judge

Date

COUNTY OF HAYS

County Judge

Date

COUNTY OF LEE

County Judge

Date

COUNTY OF LLANO

County Judge

Date

COUNTY OF MILAM

County Judge

Date

COUNTY OF TRAVIS


County Judge


Date

COUNTY OF WILLIAMSON


County Judge


Date

AGENDA ITEM # 33September 8, 1998

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Consider approving resolution supporting left-turn lane at the intersection of US 183 and Signal Hill Lane.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To approve resolution supporting left-turn lane at the intersection of US 183 and Signal Hill Lane.

Vote: Motion carried 5 - 0

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STATE OF TEXAS

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THE COMMISSIONERS COURT OF

*

COUNTY OF WILLIAMSON

*

WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS THAT ON THIS, the 8th day of September, 1998, the Commissioners Court of Williamson County, Texas, met in a duly called session at the Courthouse in Georgetown, Texas, with the following members present:

John C. Doerfler, County Judge, Presiding
 Mike Heiligenstein, Commissioner, Pct. #1
 Greg Boatright, Commissioner, Pct. #2
 David Hays, Commissioner, Pct. #3
 Jerry Mehevec, Commissioner, Pct. #4
 Nancy Rister, County Clerk

and at said meeting, among other business, the Court considered the following:

R E S O L U T I O N

WHEREAS, traffic volume has increased substantially not only on US Highway 183 urban areas but also on US Highway 183 rural areas, specifically between the City of Leander and Seward Junction; and

WHEREAS, the speed limit has been increased in this particular area; and

WHEREAS, the intersection of Signal Hill Lane and US Highway 183 is a 4-lane roadway and offers no protection of a left-hand turn lane; and

WHEREAS, there have been numerous accidents involving rear end collisions due to the volume of traffic turning left onto Signal Hill Lane; and

WHEREAS, the Texas Department of Transportation currently has sufficient right-of-way to accommodate a left-hand turn lane;

NOW, THEREFORE, BE IT RESOLVED THAT THE Commissioners Court of Williamson County strongly supports a left-hand turn lane at the intersection of US Highway 183 and Signal Hill Lane and offers any assistance within our power to expedite this project.

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ATTEST:

Nancy E. Rister
 Nancy Rister, County Clerk

John C. Doerfler 9-8-98
 John C. Doerfler,
 County Judge