

**AGENDA ITEM 22**

Consider approving Task Force grant.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve the Task Force grant.

Vote: **4 - 0** with Commissioner Heiligenstein absent from the dais.

< Attachment >

# 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 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

RECORDERS MEMORANDUM  
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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, 2001. 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 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 "B" 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 "B" apply to all recipients of assistance.

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, 2000, to August 31, 2001. 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 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

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 Blanco**

County Judge	Date
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**County of Caldwell**

County Judge	Date
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**County of Colorado**

County Judge	Date
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**County of Hays**

County Judge	Date
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**County of Llano**

County Judge	Date
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**County of Travis**

County Judge	Date
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**County of Guadalupe**

County Judge	Date
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**County of Bell**

County Judge	Date
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**County of Burnet**

County Judge	Date
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**County of Comal**

County Judge	Date
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**County of Fayette**

County Judge	Date
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**County of Lee**

County Judge	Date
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**County of Milam**

County Judge	Date
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**County of Williamson**

County Judge	Date
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*Samuel T. Brisee* 8/8/00  
 County Judge Date

*John C. Daefler* 11-14-00  
 County Judge Date

# Section A—Budget Summary

Line	Schedule	Budget Categories	(1) ATPA Funds	(2) Cash and/or In-Kind Match	(3) 173 Total
1	A	Personnel (Salaries)	\$381,200	\$40,754	\$421,954
2	A	Personnel (Fringe Benefits)	\$100,498	\$10,028	\$110,526
3	B	Contractual	-0-		-0-
4	C	Travel	\$ 3,175		\$ 3,175
5	D	Equipment	\$ 1,590		\$ 1,590
6	E	Supplies & Direct Operating Exp.	\$ 12,000	\$61,445	\$ 73,445
7		Total Direct Charges (Sum of 1-6)	\$498,463	\$112,227	\$610,690
8	F	Indirect Costs			
9		TOTALS (Sum of 7-8)	\$498,463	\$112,227	\$610,690

## Section B—Cash and/or In-Kind Match

Enter separately each source of matching funds and the amounts.

Total Match must agree with Line 9, Column 2 above and the total of lines 14 (b) and (c) on ATPA-1.

CASH				TOTAL \$112,227
Source	Amount	Source	Amount	
Travis County Gen Fund - Salaries	\$ 50,782	Uniforms	\$ 639	
Task Force Counties - Furnished vehicles, Fuel (10 vehicles)	\$ 54,600	Pager	\$ 852	
Long distance, office supplies	\$ 5,354			
PROGRAM INCOME (To be utilized.)				TOTAL \$112,227
Total Program Income (available) \$				
IN-KIND (Total must agree with ATPA-1, Line 14c.)				TOTAL
Schedule	Amount	Schedule	Amount	
A		D		
B		E		
C				
				TOTAL MATCH \$112,227

**PERSONNEL****1. Direct Salaries**

		(1)	2	3
Title or Position	% of Time <sup>2</sup>	ATPA Funds	Cash and or In-Kind Match	TOTAL <sup>3</sup>
(A) Task Force Operations Sergeant	100%	\$54,400		\$54,400
(B) Law Enforcement Specialist	100%	\$32,500		\$32,500
(C) Field Agent (Bell County)	100%	\$36,500		\$36,500
(D) Field Agent (Comal County)	100%	\$43,300		\$43,300
(E) Field Agent (Hays County)	100%	\$34,600		\$34,600
(F) Field Agent (Travis County)	100%	\$52,000		\$52,000
(G) Field Agent (Travis County)	100%		\$40,754	\$40,754
(H) Field Agent (Williamson County)	100%	\$48,000		\$48,000
(I) Field Agent (Bastrop County)	100%	\$29,500		\$29,500
(J) Field Agent (Colorado County)	100%	\$25,400		\$25,400
(K) Field Agent (Burnet County)	100%	\$25,000		\$25,000
Overtime				
<b>TOTAL Direct Salaries</b>		<b>\$381,200</b>	<b>\$40,754</b>	<b>\$421,954</b>

**2. Fringe Benefits**

	% or \$ Rate			
FICA	@ 7.65%	\$29,162	\$ 3,117	\$32,279
Retirement	@ 8.94%	\$34,132	\$ 3,668	\$37,800
Insurance @ \$4/month Life	@\$4.00/mo	\$ 528	\$ 48	\$ 576
Health insurance	@\$226/mo	\$ 29,832	\$ 2,400	\$32,232
Workers Comp (Agents)	@.0925%	\$ 6,800	\$ 795	\$ 7,595
Workers Comp (LES)	@.0064%	\$ 44		\$ 44
<b>TOTAL Fringe Benefits</b>		<b>\$100,498</b>	<b>\$ 10,028</b>	<b>\$110,526</b>
<b>TOTAL PERSONNEL BUDGET</b>		<b>\$481,698</b>	<b>\$50,782</b>	<b>\$532,480</b>

1. Include only one position per line. Attach a description of the duties or responsibilities of each position.

2. Express as a percent of total time. (40 hours per week)

3. Should reflect employee's gross salary attributable to the project.

**TRAVEL****1. Local Travel**

		1	2	3
				175
Title or Position	Miles Traveled Annually/\$Rate	ATPA Funds	Cash and/or In-Kind Match	TOTAL
(C)				
(D)				
(E)				
(F)				
(G)				
(H)				
<b>LOCAL TRAVEL TOTAL</b>				

**2. In-State Travel (Specify clearly and use continuation pages if necessary)**

Purpose	Destination	ATPA Funds	Cash and/or In-Kind Match	TOTAL
OPERATION GATE		\$1,740	-0-	\$1,740
VTI	AUSTIN, TX	\$1,000	-0-	\$1,000
ATPA MEETING		\$435	-0-	\$435
<b>IN-STATE TRAVEL TOTAL</b>		\$3,175	\$	\$3,175

**3. Out-of-State Travel (Specify clearly and use continuation pages if necessary)**

Purpose	Destination	ATPA Funds	Cash and/or In-Kind Match	TOTAL
<b>OUT-OF-STATE TOTAL</b>				
<b>TOTAL TRAVEL BUDGET</b>				\$3,175

**SCHEDULE C (Continued)**

**REQUIRED NARRATIVE:** Briefly describe the applicant's travel policy (i.e., mileage rates and per-diem rates). Specify purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and of per diem.

Travis County will pay the government room rate of no more than \$89 for single occupancy and \$99 for double occupancy. If no government rate is quoted, the county will pay the quoted room rate from the lodging place. Meal expenses are reimbursed only when the employee is required to be away from his home overnight. Meals are reimbursed at a per diem rate of \$28 per day.

Destination	Persons	Days	Registration	Per diem	Lodging	Total
Brownsville	6	4	N/A	\$ 28	\$ 89	\$ 1,740
TAVTI (Austin)	10	5	\$ 100	N/A	N/A	\$ 1000
ATPA Meeting	2	3	N/A	\$ 28	\$ 89	\$ 435
				Total	\$ 3,175	

\*Assumes double occupancy

**SCHEDULE D**

**EQUIPMENT PURCHASES**

	<b>1</b>	<b>2</b>	<b>3</b>
<b>Equipment Name or Description and Quantity</b> (Do Not List Brand Names)	<b>ATPA Funds</b>	<b>Cash and/or In-Kind Match</b>	<b>TOTAL</b>
<b>(A) Cell Phone (2) (\$170/ea.)</b>	<b>\$340</b>		<b>\$340</b>
<b>(B) Mobile Radio Units (2) (\$555/ea.)</b>	<b>\$1110</b>		<b>\$1110</b>
<b>(C) Flashlights (2)</b>	<b>\$ 140</b>		<b>\$ 140</b>
<b>(D)</b>			
<b>(E)</b>			
<b>(F)</b>			
<b>(G)</b>			
<b>(H)</b>			
<b>(I)</b>			
<b>(J)</b>			
<b>(K)</b>			
<b>(L)</b>			
<b>(M)</b>			
<b>(N)</b>			
<b>(O)</b>			
<b>TOTAL EQUIPMENT PURCHASES</b>			<b>\$1,590</b>

**REQUIRED NARRATIVE: Briefly describe the use of equipment and the cost of each line item on continuation page 8.a.**

**SCHEDULE D (Continued)**

**REQUIRED NARRATIVE:** Briefly describe the use of equipment and the cost of each line item.

A. Cellular phones will provide conventional cellular communications for field agents. Price is based on Travis County's recent acquisitions from Motorola.

B. Mobile radio unit price is based on historical data provided by Travis County Fiscal Office.

C. Flashlights are based on recent purchases by the Travis County Fiscal Office.

## SCHEDULE E

<b>Directly Charged Supplies and Other Operating Expenses</b>	<b>ATPA Funds</b>	<b>Cash and/or In-Kind Match</b>	<b>TOTAL</b>
Vehicles, fuel, maintenance, Insurance		\$54,600	\$54,600
Telephone Long distance		\$3,000	\$3,000
Office supplies (\$196/yr per staff member)		2,354	2,354
Cellular air time \$100/month x 10 agents one Community Education Specialist for 12 mos	\$12,000		\$12,000
Pagers (rental of 11 @ \$6.43/mo)		\$852	\$852
Uniforms (2 @ \$319.50 ea.)		\$639	\$639
<b>ALL SUPPLIES AND DIRECT OPERATING EXPENSES</b>	<b>12,000</b>	<b>\$61,445</b>	<b>\$73,445</b>



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**SCHEDULE E (Continued)**

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**REQUIRED NARRATIVE:** Briefly describe the basis for arriving at the cost of each line item.

The furnished vehicles match constitutes miles driven per month based on mileage reports and then using the state-standard mileage reimbursement rate of .28 cents/mile. According to the State Comptroller's Office, this reimbursement rate of .28 cents/mile is a formula which incorporates the cost of gasoline, vehicle maintenance, tires, oil changes, and wear and tear on a vehicle.

Long distance charges are based on current expenses and calculated for ten agents.

Office supplies are based on current usage.

Cellular air time is based on current expenses providing cellular communications to the auto theft sergeant and then calculated for ten agents.

We pay for rental on our pagers. Monthly rental is \$6.43/month for 11 staff members for twelve months.

Uniform costs are \$319.50 for two staff members.

**RECORDERS MEMORANDUM**

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Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

1. A grantee and subgrantee must comply ATPA grant rules and USMS.
  2. A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
  3. A grantee and subgrantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
  4. A grantee and subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law.
- A grantee and subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child payments.
6. No health and human services agency or public safety or law enforcement agency may contact with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
  7. A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.
  8. When incorporated into a grant award or contract, these standards assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contact administration system to insure that all terms, conditions, and specifications are met. (See Section 36 for additional guidance on contract provisions.)
  9. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

## RECORDERS MEMORANDUM

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Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Grantees and subgrantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

12. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

14. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

15. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)

16. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibit the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.

ATPA-20.8  
**RECORDERS MEMORANDUM**

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**SPECIAL CONDITION**

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**ASSURANCES CERTIFICATION**

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Automobile Theft Prevention Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

Samuel T. Briscoe  
Authorized Official

4.25.00  
Date

## SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the Office of the \_\_\_\_\_ 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 \_\_\_\_\_ County, 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 Texas Auto Theft Prevention Authority; and

WHEREAS, the District Attorney of \_\_\_\_\_ 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 duty to provide law enforcement service with particular emphasis on auto theft related offenses; and

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 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.

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, 2000 to August 31, 2001.

It is agreed and noted:

Witness our hands this the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

  
 \_\_\_\_\_  
 District Attorney  
 \_\_\_\_\_ County, Texas

  
 \_\_\_\_\_  
 Project Grant Manager

\_\_\_\_\_ County, Texas Sheriffs' Combined Auto Theft Task Force

**AGENDA ITEM 23**

Discuss and take appropriate action on hiring firm for redistricting.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To retain Bickerstaff, Heath & Smiley for legal assistance with redistricting.

After some discussion, Commissioner Heiligenstein withdrew his motion.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To authorize Judge Doerfler to get several proposals from law firms for legal assistance with redistricting.

Vote: **5 – 0**

**AGENDA ITEM 24**

Discuss and consider appropriating funds for relocation of utilities on SH 45 right of way.

Don Toner with TxDOT discussed the relocation of utilities for SH 45.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To dedicate up to \$250,000.00 of funds from the 1996 road bond package for relocation of utilities on SH 45 with notification to the county of any unspent amount; and that any unspent amount be credited towards future utility costs.

Vote: **5 – 0**

< Attachment >