

MEMORANDUM OF UNDERSTANDING
BETWEEN THE HEART OF TEXAS AUTO THEFT TASK FORCE AND
BURNET COUNTY AS ADMINISTRATIVE COUNTY AND THE LAMPASAS
COUNTY SHERIFF'S DEPARTMENT

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Heart of Texas Auto Theft Task Force (Task Force), whose address is 1601 Polk, Burnet Texas, 78611, Burnet County (Administrative County), whose address is 220 S. Pierce St., Burnet, TX 78611 and the Lampasas County Sheriff's Department, whose address is 410 E. 4th St. Lampasas Texas, 76550.

2. **Purpose.** The purpose of this MOU is to establish the terms, conditions and services in which the Heart of Texas Auto Theft Task Force will provide for the Lampasas County Sheriff's Department.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than 2 years. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Services Provided by the Heart of Texas Auto Theft Task Force.**
The Heart of Texas Auto Theft Task Force may provide the following services when available and feasible: assist law enforcement personnel within the County/Municipality described herein with the identification of stolen and altered vehicles, provide investigative personnel to conduct covert and surveillance operations of suspected auto theft rings, "chop-shops", businesses and other common locations related to major theft investigations, provide a minimum of two (2), eight (8) hour TCOLE approved basic auto theft training classes and provide technical guidance in auto theft investigation cases.

5. **Responsibilities of Lampasas County Sheriff's Department.**
The Lampasas County Sheriff's Department will provide assistance to the Task Force when feasible and available to all requests for services rendered by the Task Force, assist the Task Force with the proper procedures related to criminal cases being filed with the appropriate courts within Lampasas County, detain and hold all prisoners related to Task Force operations until the criminal cases are filed with the appropriate courts in a timely manner. The Lampasas County Sheriff's Department shall host and provide an adequate training class room for any training provided to the Lampasas County Sheriff's Department by the Task Force.

6. **General Provisions**

A. Amendments. Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Judicial District and County Courts of Burnet County and Lampasas County.

C. Entirety of Agreement. This MOU, consisting of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

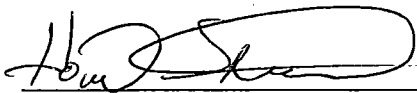
E. Sovereign Immunity. The Lampasas County Sheriff's Department and the Heart of Texas Auto Theft Task Force and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

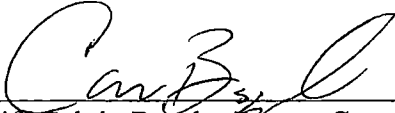
HEART OF TEXAS AUTO THEFT TASK FORCE



Lt. Howard Stinehour - Task Force Commander

3-23-18

Date

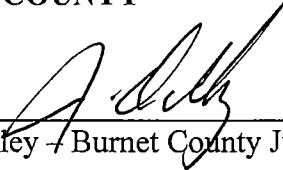


Sheriff Calvin Boyd - Burnet County

3-23-18

Date

BURNET COUNTY



James Oakley - Burnet County Judge

3-27-18

Date

LAMPASAS COUNTY SHERIFF'S DEPARTMENT

Sheriff Jesus "Jess" G. Ramos

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE HEART OF TEXAS AUTO THEFT TASK FORCE AND
BURNET COUNTY AS ADMINISTRATIVE COUNTY AND THE MCLENNAN
COUNTY SHERIFF'S DEPARTMENT

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5. **Responsibilities of McLennan County Sheriff's Department.**
The McLennan County Sheriff's Department will provide assistance to the Task Force when feasible and available to all requests for services rendered by the Task Force, assist the Task Force with the proper procedures related to criminal cases being filed with the appropriate courts within McLennan County, detain and hold all prisoners related to Task Force operations until the criminal cases are filed with the appropriate courts in a timely manner. The McLennan County Sheriff's Department shall host and provide an adequate training class room for any training provided to the McLennan County Sheriff's Department by the Task Force.

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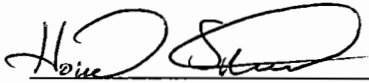
E. Sovereign Immunity. The McLennan County Sheriff's Department and the Heart of Texas Auto Theft Task Force and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

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8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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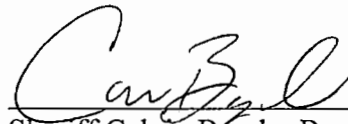
HEART OF TEXAS AUTO THEFT TASK FORCE



Lt. Howard Stinehour - Task Force Commander

03-23-18

Date



Sheriff Calvin Boyd – Burnet County

3-23-18

Date

BURNET COUNTY



James Oakley – Burnet County Judge

3-27-18

Date

MCLENNAN COUNTY SHERIFF'S DEPARTMENT

Sheriff Parnell McNamara

Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the Limestone County, Texas, and the Heart of Texas Auto Theft 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 of this contract are identified as the District Attorney of Limestone County, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Automobile Burglary & Theft Prevention Authority (hereinafter referred to as the ABTPA); and

WHEREAS, the District Attorney, has the duty 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 offenses;

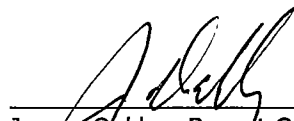
NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 15 of the "ABTPA Grant Administration Manual"). Up to the total grant amount of **\$276,734**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with ABTPA approval and must be used for purposes that further the objectives of the project.
5. This agreement shall be in effect for the term of the Task Force Grant Award dates, September 1, 2017 to August 31, 2018.

IT IS AGREED AND NOTED.

The effective date of this agreement is the date of the signature last affixed to this page.



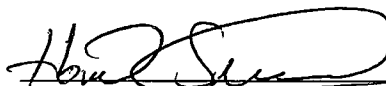
James Oakley, Burnet County Judge
Administrative County of Task Force

3-27-18

Date

William Roy DeFriend
District Attorney
Limestone County

Date



Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office

03-23-18

Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 33rd & 424th Judicial Districts which includes Burnet County, Texas, and the Heart of Texas Auto Theft 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 of this contract are identified as the District Attorney of the 33rd & 424th Judicial Districts, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Automobile Burglary & Theft Prevention Authority (hereinafter referred to as the ABTPA); and

WHEREAS, the District Attorney, has the duty 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 offenses;

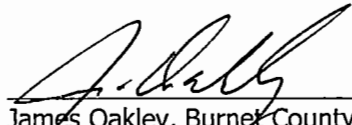
NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 15 of the "ABTPA Grant Administration Manual"). Up to the total grant amount of **\$276,734**, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with ABTPA approval and must be used for purposes that further the objectives of the project.
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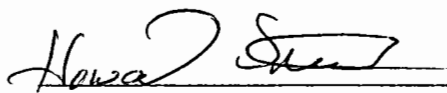
The effective date of this agreement is the date of the signature last affixed to this page.


James Oakley, Burnet County Judge
Administrative County of Task Force

3-27-18
Date

Wiley B. "Sonny" McAfee
District Attorney
33rd & 424th Judicial Districts

Date


Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office

3-23-18
Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the 52nd Judicial District which includes Coryell County, Texas, and the Heart of Texas Auto Theft 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 of this contract are identified as the District Attorney of the 52nd Judicial District, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Automobile Burglary & Theft Prevention Authority (hereinafter referred to as the ABTPA); and

WHEREAS, the District Attorney, has the duty 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 offenses;

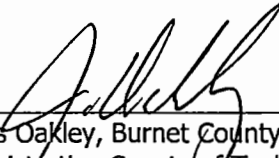
NOW THEREFORE, it is mutually agreed upon by and between the District Attorney and the Task Force as follows:

1. The District Attorney shall diligently pursue all Forfeiture actions, which arise from operations initiated and investigated by the District Attorney and the Task Force, as follows:
2. Upon seizure of funds or property by the Task Force under the provision of law, the Task Force shall provide for the custody of the seized funds or property until final disposition of the Forfeiture action.
3. Upon final disposition of the Forfeiture action, in consideration of the services of Prosecuting Attorney for the forfeiture of contraband, Task Force hereby agrees that thirty percent (30%) of all money forfeited and thirty percent (30%) of the final sum received from the sale of real or personal property shall be retained by the Prosecuting Attorney to be used for the official purposes of his office. The remainder of such funds or sale proceeds, after retention of the above stated portion for the Prosecuting Attorney, shall be paid to the Task Force for use for official law enforcement purposes.

4. All property and funds awarded to the Task Force under the forfeiture action represent program income (See page 15 of the "ABTPA Grant Administration Manual"). Up to the total grant amount of \$276,734, these funds shall be added to the funds committed to the project in accordance with the Uniform Grant Management Standards, subpart C., Section 25, Paragraph (g) (2). Any program income (forfeiture, etc.) in excess of the total grant award amount may be retained by the grantee with ABTPA approval and must be used for purposes that further the objectives of the project.
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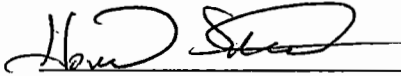
James Oakley, Burnet County Judge
Administrative County of Task Force

3-27-18

Date

Dusty Boyd
District Attorney
52nd Judicial District

Date



Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office

3-23-18

Date

SPECIAL CONDITION

DISTRICT ATTORNEY CONTRACT

WHEREAS, the District Attorney's Office of the McLennan County, Texas, and the Heart of Texas Auto Theft 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 of this contract are identified as the District Attorney of McLennan County, (hereinafter referred to as the District Attorney) and the Heart of Texas Auto Theft Task Force (hereinafter referred to as the Task Force), being that group organized pursuant to a grant by and through the Automobile Burglary & Theft Prevention Authority (hereinafter referred to as the ABTPA); and

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

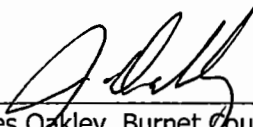
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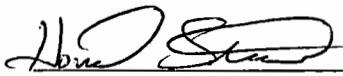


James Oakley, Burnet County Judge
Administrative County of Task Force

3-27-18
Date

Abelino "Abel" Reyna
District Attorney
McLennan County

Date



Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office

03-23-18
Date

SPECIAL CONDITION

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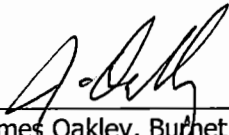
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Administrative County of Task Force

3-27-18
Date

John K. Greenwood
District Attorney
Lampasas County

Date



Lieutenant Howard Stinehour
Heart of Texas Task Force Project Manager
Burnet County Sheriff's Office

3-23-18
Date