

**FY 18 INTERLOCAL AGREEMENT
HEART OF TEXAS AUTO THEFT TASK FORCE
ABTPA CONTRACT # 608-19-0270000**

This Agreement is entered into by and between the County of Burnet, the County of Coryell, and the County of Limestone, all political subdivisions of the State of Texas, hereinafter referred to as the Parties, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, concerning interlocal cooperation contracts, and Title 11, Public Safety, Chapter 362 of the Texas Local Government Code.

WITNESSETH

WHEREAS, The Parties have filed and awarded funding of a joint grant application with the Automobile Burglary and Theft Prevention Authority of the State of Texas, hereinafter referred to as ABTPA, in the amount of \$276,734 for the investigation and reduction of auto theft and auto burglaries; and,

WHEREAS, the Parties have agreed to contribute the total of \$122,778 in matching funds; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the Parties believe it to be in their best interests to join together to develop the Heart of Texas Auto Theft Task Force, a regional or multijurisdictional ABTPA Task Force, and,

WHEREAS, the Parties agree to each accept the responsibility and to adhere to all applicable 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 Heart of Texas Auto Theft Task Force hereinafter referred to as 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.
TERM**

- 2.01 The term of this Agreement is to commence on September 01, 2018 and to end August 31, 2019

ARTICLE III. ALLOCATION OF FUNDS

- 3.01 As consideration for this Agreement, Burnet County will act as the Manager for the administration of the grant, which will be utilized to support Task Force operations, and Burnet County will allocate funding as follows in accordance with the provisions of the Statement of Grant Award and Grantee Acceptance Notice, which is attached hereto as Exhibit A and made a part of hereof for all purposes:

Entity	Description	Amount	Method
Burnet County	Lt. Field Supervisor Salary	\$ 57,990	ABPTA Grant Funds
Burnet County	Investigator Salary	53,233	ABPTA Grant Funds
Coryell County	Investigator Salary	43,135	ABPTA Grant Funds
Coryell County	Administrative Assistant Salary	36,621	ABPTA Grant Funds
Coryell County	Administrative Assistant Fringe	16,103	ABPTA Grant Funds
Limestone County	Investigator Salary	44,020	ABPTA Grant Funds
Burnet County	Travel	4,924	ABPTA Grant Funds
Burnet County	TAVTI Registration	1,000	ABPTA Grant Funds
Burnet County	Vehicle Insurance	2,025	ABPTA Grant Funds
Burnet County	Cell Phones/ Computer Access	5,367	ABPTA Grant Funds
Burnet County	Fuel and Maintenance	11,016	ABPTA Grant Funds
Burnet County	Supplies	1,300	ABPTA Grant Funds
	TOTAL	\$ 276,734	

- 3.02 As consideration for this Agreement the Parties agree to contribute a total of \$ 122,778 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows in accordance with the provisions of the grant documents:

Source	Description	Amount	Method
Burnet County	Lt. Field Supervisor Salary	\$ 5,679	Cash Match in Salary
Burnet County	Investigator Salary	5,493	Cash Match in Salary
Burnet County	Law Enforcement Personnel Fringe	50,300	Cash Match in Fringe
Coryell County	Investigator	26,095	Cash Match in Fringe
Limestone County	Investigator	15,919	Cash Match in Fringe
Program Income	Fuel and Maintenance	19,292	Match from 68A Inspections
	TOTAL	\$ 122,778	

- 3.03 As consideration for this Agreement, the Parties agree to maintain accurate accounting records of any funds disbursed pursuant to this Agreement and, if requested, to allow Burnet County and/or granting agencies access to the records for the purpose of performing inspections and audits. The Parties will supply Burnet County Grant Administrator monthly personnel payroll documentation for purposes of monthly expenditure reporting.
- 3.04 As consideration for this Agreement, Burnet County will report quarterly to ABTPA in accordance with the provisions of the grant documents and upon receipt of payment from ABTPA will reimburse the Parties for their portions of the quarterly expenditures.

- 3.05 As consideration for this Agreement, pursuant to the ABTPA Grant Administration Manual section 3.3.7, all 68-A Inspections revenue will be deposited into a restricted fund with Burnet County to be used as program income for the Task Force.

ARTICLE IV EQUIPMENT

- 4.01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. ABTPA will be notified and inventory records will be updated.
- 4.02 Pursuant to ABTPA Grant Administration Manual section 3.3.7, any proceeds of equipment including vehicles, hardware and other non-expendable items which were bought with ABTPA funds and sold will be deposited into a restricted fund with Burnet County to be used as program income for the Task Force.

ARTICLE V AMENDMENTS

- 5.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VI LEGAL CONSTRUCTION

- 6.01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

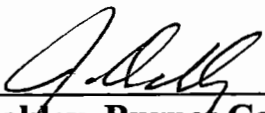
ARTICLE VII ENTIRE AGREEMENT

- 7.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties .

**FY 19 INTERLOCAL AGREEMENT
HEART OF TEXAS AUTO THEFT TASK FORCE
CORYELL COUNTY SIGNATURE PAGE**

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE 8TH DAY OF OCTOBER, 2018.

APPROVED:



James Oakley, Burnet County Judge

Calvin Boyd, Burnet County Sheriff

ATTEST:



Janet Parker, Burnet County Clerk

John E. Firth, Coryell County Judge

Date signed

Scott Williams, Coryell County Sheriff

Date signed