

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

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 Hamilton County Sheriff's Office, whose address is 1108 S. Rice, Hamilton, TX 76531.

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 Hamilton County Sheriff's Office.

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 eligible basic auto theft training classes and provide technical guidance in auto theft investigation cases.

5. **Responsibilities of Hamilton County Sheriff's Office.**
The Hamilton County Sheriff's Office 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 Hamilton 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 Hamilton County Sheriff's Office shall host and provide an adequate training class room for any training provided to the Hamilton County Sheriff's Office 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 Hamilton 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 Hamilton County Sheriff's Office 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.

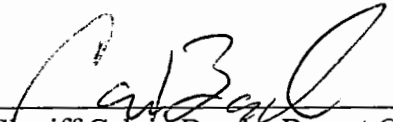
8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

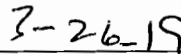
HEART OF TEXAS AUTO THEFT TASK FORCE

Lt. Howard Stinehour - Task Force Commander

Date



Sheriff Calvin Boyd - Burnet County



Date

BURNET COUNTY



James Oakley - Burnet County Judge



Date

HAMILTON COUNTY SHERIFF'S OFFICE

Sheriff Justin Caraway

Date