

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY, TEXAS AND TRAVIS COUNTY, TEXAS
TO COORDINATE AND EXECUTE LAW ENFORCEMENT OPERATIONS
TARGETING FRAUDULENT OR IMPROPER MOTOR VEHICLE INSPECTIONS**

RECITALS

1. The Interlocal Cooperation Act (Texas Government Code Chapter 791) ("Act") authorizes any local government to contract with one or more local governments(s) to perform governmental functions and services under the terms of the Act.
2. The public health and welfare of both Williamson County and Travis County are imperiled by air pollution emitted by motor vehicles operating unlawfully because of fraudulent or improper motor vehicle inspections.
3. The laws of the State of the Texas authorize criminal punishments and civil remedies for fraudulent or improper motor vehicle inspections.
4. Motor vehicles are sometimes driven across county lines to obtain fraudulent, improper, and counterfeit motor vehicle inspections in a county other than the county where the motor vehicle is registered.
5. Individuals and entities are sometimes involved in fraudulent or improper motor vehicle inspections in more than one county or in a county other than the county in which they reside.

I. PURPOSE

Williamson County, Texas ("Williamson County") and Travis County, Texas ("Travis County") (each, a "County," and together, the "Counties") hereby enter into this Interlocal Agreement ("Agreement") to increase the efficiency and effectiveness of both counties' efforts to reduce air pollution emitted by motor vehicles operating unlawfully because of fraudulent or improper motor vehicle inspections.

II. TERMS

- A. This Agreement shall be effective upon execution by the County Judges of both Counties after the Commissioners Courts of both Counties have passed appropriate orders authorizing their respective County Judges to sign this Agreement.
- B. This Agreement shall continue in effect for five years after it is effective.
- C. This Agreement may only be modified by order passed by the Commissioners Courts of both Counties.
- D. No later than 15 days after the effective date of this Agreement, Williamson County will transfer or allow to be transferred to Travis County funds allocated to Williamson County by the Texas Commission on Environmental Quality ("TCEQ") for Local Initiative Projects FY2017 and FY2018. "FY2017" means the period beginning on September 1, 2016 and ending on August 31, 2017. "FY2018" means the period beginning on

September 1, 2017 and ending on August 31, 2018.

- E. Travis County will complete and submit all required reports pertaining to activities performed through the utilization of Local Initiative Project funding designated by the TCEQ for Williamson County.

III. RIGHTS

- A. Law enforcement officers of both counties have the right to request assistance of law enforcement officers of the other county to pursue all investigation and prosecution of an individual or entity involved in any form of fraudulent, improper and counterfeit motor vehicle inspections in the other county's territorial jurisdiction. Authorization may be verbally permitted only by the Program Supervisors, and then in writing as soon as physically possible, accepting the joint investigation between law enforcement entities and de-conflicting any possible current investigations of either entity.
- B. Under this agreement, law enforcement officers of either County have the right to enter the other County's territorial jurisdiction to pursue a joint combined investigation involving fraudulent and improper motor vehicle inspections upon verbal permission from the Emissions Program Supervisor of the other County and pursuant to any terms set by the other county's elected Sheriff.
- C. The preferred method of cooperation under this Agreement is for investigations and cases to be turned over to the law enforcement officers of the county which has the clearest jurisdiction and venue to pursue a criminal prosecution or civil forfeiture against individuals, entities, and/or property involved in fraudulent or improper motor vehicle inspections. In the event of a dispute over these legal and factual matters, the law enforcement officers of both counties are encouraged to seek the advice of their respective prosecutors.
- D. Either county has the right to terminate this Agreement effective immediately upon passage of an appropriate order by the Commissioners Court of either county.

IV. DUTIES

- A. Law enforcement officers of one county requesting law enforcement officers of the other county to pursue an investigation and possible prosecution or civil forfeiture of an individual, entity, or property involved in fraudulent, improper or counterfeit motor vehicle inspections in the other county's territorial jurisdiction shall provide the other county's law enforcement officers with a complete copy of any and all information and evidence the requesting law enforcement officers have gathered at the time of the request.
- B. Law enforcement officers making the request have a continuing duty to promptly supplement with copies any information or evidence that subsequently becomes available after the initial request for assistance is made.
- C. Law enforcement officers receiving the request have a duty to assess the information and evidence provided by the requesting law enforcement officers and provide a

statement, in writing, to the requesting law enforcement officers of whether the matter is accepted for investigation and possible prosecution and if not, why not.

- D. Law enforcement officers that accept a case for investigation and possible prosecution have a duty to provide the county making the request with periodic updates on its progress and a final statement of the disposition of the investigation or prosecution, if any.
- E. Neither county has a duty to provide any county funded monies nor county owned property to the other county pursuant to this Agreement. No property shall be loaned from one county to the other pursuant to this Agreement without written authorization signed by an elected official or the Emissions Program Supervisor of both counties. No equipment that may be loaned from one county to the other as a result of cooperation pursuant to this Agreement shall become the property of the receiving county without regard to the passage of time. Any property so loaned shall be promptly returned upon written request by the county loaning the property to the county receiving the property.
- F. Each county shall produce a written report annually at the end of their respective fiscal years that includes the number and type of cases transferred from one county to the other and the number and type of cases received from one county to the other for the fiscal year just ending. The report shall include a summary of the dispositions of any criminal cases or investigations that have been closed during the fiscal year just ending. The report shall also include a description and estimated value of any monies, property, or assets that have been forfeited during the fiscal year just ending.
- G. When this Agreement is no longer in effect for any reason, both counties have a duty to return each other's governmental records and property in a timely and safe manner that does not jeopardize any ongoing or closed case or investigation or put any property in jeopardy of loss or destruction. Travis County will in good faith transfer back or allow to be transferred back to Williamson County any remaining funds allocated to Williamson County by the Texas Commission on Environmental Quality ("TCEQ") for Local Initiative Projects under this Agreement.

V. SEIZURES AND FORFEITURES

- A. Any asset or property seizures rising from a joint investigation, per this agreement, that end up with forfeited monies, property or assets, shall be evenly split, (50%-50%), between the involved originating law enforcement agency or agencies and the adopting law enforcement agency or agencies. The 50% -50% split shall apply to all adopted joint agency "Tier 1" level investigations. See Investigation Tier definitions below.
- B. In the event the investigation continues in the county adopting jurisdiction to a more involved "Tier 2" level of criminal conspirators, the split of forfeited monies, property, or assets will then change to a 75% -25% split, with 75% going to the adopting county's law enforcement agency or agencies with the clearest jurisdiction and venue in the case. The originating law enforcement agency or agencies must still actively participate in the ongoing investigation during the "Tier 2" investigation to eligible for the 25% split.
- C. Any forfeiture awarded beyond "Tier 2" investigations into a complex "Tier 3"

investigation shall go to the local investigating law enforcement agency or agencies completely 100%, unless the local Emissions Enforcement Supervisor(s) approve and agree that some portion of the forfeiture is due to the originating agency or agencies due solely to originating agency or agencies importance and ongoing participation in the "Tier 3" Investigation.

D. Investigation Tier Definitions:

1. "Tier 1" Investigations -Include any arrests or seizures related to criminal actors or monies/proceeds, assets, or property discovered in the beginning of the joint adopted investigation between participating Counties and their law enforcement agency or agencies. Forfeiture splits under Tier 1 are 50% to each participating agency or agencies.
2. "Tier 2" Investigations -Include any arrests or seizures related to criminal actors or monies/proceeds, assets, or property discovered beyond the "Tier 1". Arrests and/or Seizures listed in "Tier 1" above. These investigations are more entailed and involve a deeper level of criminal conspirators. Forfeiture splits under Tier 2 are 75% to the local adopting agency or agencies and 25% to the participating original agency or agencies.
3. "Tier 3" Investigations -Include any arrests or seizures related to criminal actors or monies/proceeds, assets, or property discovered beyond the "Tier 2" arrests and/or seizures listed in "Tier 2" above. These investigations are often long term and complex investigations that include large networks of criminal conspirators. There are no forfeiture splits under Tier 3 investigations, unless the local county Emissions Enforcement Supervisor(s) agree that some split is due to the originating participating agency or agencies due to their importance in developing the case or due to their continued participation in the Tier 3 investigation.

VI. MISCELLANEOUS

- A. Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

WILLIAMSON COUNTY: Judge Dan A. Gattis (or successor),
Williamson County Judge
710 S. Main Street
Georgetown, Texas 78626

WITH COPY TO: Gary Boyd
Director, Environmental Programs
219 Perry Mayfield
Leander, Texas 78641

TRAVIS COUNTY: Steven M. Manilla, P.E. (or successor)

County Executive, TNR
P. O. Box 1748
Austin, Texas 78767

WITH COPY TO: David Escamilla (or successor)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
File No. 291.603

- B. No Third-Party Beneficiary. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.
- C. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. **Notwithstanding any provision to the contrary, 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. The recitals set forth above and the attached exhibits are incorporated herein.**
- D. Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

Williamson County, Texas:

Travis County, Texas:

Dan A. Gattis
Williamson County Judge

Sarah Eckhardt
Travis County Judge

Date: _____, **2018**

Date: _____, **2018**