



Galveston Police Department

OFFICE OF THE CHIEF STAFF REPORT

Date October 28, 2021

To: City Manager
Honorable Mayor and City Council Members

From: Douglas Balli, Galveston Police Department, Chief of Police

Request: Consider for approval a renewal of the Interlocal Agreement between the City of Galveston and the County of Galveston to participate in a combined task force funded by the Automobile Burglary and Theft Prevention Authority of The State of Texas.

Prior Council Action – City Council previously approved Interlocal Agreement with County of Galveston and has partnered with this task force for numerous years.

Background

The Galveston Police Department has participated in the Galveston County Auto Crimes Task Force for a number of years. Participation enhances each participating agency's capabilities to share information allowing for more effective and efficient law enforcement.

The current Interlocal Agreement with the County of Galveston is expiring. The City of Galveston will need to execute the renewal Interlocal Agreement to ensure continued participation in the combined auto theft prevention task force.

Fiscal Impact Report

The fiscal impact for continuing into this Interlocal Agreement is the assigned members salary and benefits are reimbursed.





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Alternatives:

1. Approval of the renewal of the Interlocal Agreement with the County of Galveston.
2. Do not approve the renewal of the Interlocal Agreement with the County of Galveston.

Staff Recommendation:

3. Approve the renewal of the Interlocal Agreement with the County of Galveston.

Respectfully,


Douglas Balli
Chief of Police

Attachments

1. Interlocal Agreement
2. Resolution



RESOLUTION NO. 21-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH GALVESTON COUNTY FOR CONTINUED PARTICIPATION IN THE GALVESTON COUNTY AUTO CRIMES TASK FORCE; APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Texas, in the Interlocal Cooperation Act, has provided in Chapter 791, of the Texas Government Code, that the City of Galveston (hereinafter called "the City") may jointly exercise with other local governments the power to provide governmental services for the public health and welfare, and such services include the Auto Crimes Task Force; and,

WHEREAS, the City of Galveston Police Department has participated with Galveston County in the Galveston County Auto Crimes Task Force, for several years. The current Interlocal Agreement expires on August 31, 2021; and,

WHEREAS, participation enhances each participating agency's capability to share information allowing for more effective, efficient law enforcement practices; and,

WHEREAS, it is in the best interest of the public health and welfare of the people of the City to allow the City of Galveston to continue to participate in the Galveston County Auto Crimes Task Force; and,

WHEREAS, the City and Galveston County enter into an Interlocal Cooperation Agreement to allow the City of Galveston to continue its participation in the Galveston County Auto Crimes Task Force, collectively referred to herein as the Agreement; and,

WHEREAS, the City Council find it in the public interest to enter into the Interlocal Agreement allowing the City of Galveston to continue to participate in the Galveston County Auto Crimes Task Force.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. That the Interlocal Cooperation Agreement between the City of Galveston and Galveston County, attached hereto as **Exhibit 1**, is hereby approved and adopted.

SECTION 3. That the City Manager is hereby authorized to execute the Interlocal Cooperation Agreement between the City of Galveston and Galveston County in substantially the same form as attached hereto upon final approval by the City Attorney.

SECTION 4. That this Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM

DONNA M. FAIRWEATHER
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City of Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on the 28th day of October, 2021, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this _____ day of _____, 2021.

Secretary for the City Council
of the City of Galveston

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the County of Galveston, a political subdivision of the State of Texas, hereinafter referred to as “County” and the City of Galveston, a municipal corporation situated in County, Texas, hereinafter called “City” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the County of Galveston and City of Galveston have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority of the State of Texas, in the amount of \$518,201 for the Galveston County Auto Crimes Task Force, and,

WHEREAS, the City has agreed to contribute the total of \$43,698 in matching funds if said grant application is approved; and,

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

WHEREAS, the County and City believe it to be in their best interests to continue a multijurisdictional MVCPA Task Force; and

WHEREAS, the County and City 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. PURPOSE

1 .01. The purpose of this Agreement is to allow the County to file an application for a grant with the Motor Vehicle Crime Prevention Authority, which extension is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01. The term of this Agreement is to commence on September 1, 2021 and to end: August 31, 2022.

ARTICLE III. CONSIDERATION

3 .01. As consideration for this Agreement, the City agrees to contribute a total of \$43,698 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

| Item Description | Amount | Method (Cash Paid/In Lieu of/In kind) |
|--|---------------|--|
| Agent Benefits (City employee) | \$40,098 | Fringe paid by City in lieu of match (Professional and Contractual Services) |
| Fuel for Agent’s Vehicle (City employee) | \$2,400 | In-Kind Match by City (Supplies and Direct Operating Expenses) |

| | | |
|---|---------|--|
| Maintenance/Insurance for Agent's Vehicle (City employee) | \$1,200 | In-Kind Match by City (Supplies and Direct Operating Expenses) |
| | | |

ARTICLE IV. ALLOCATION OF FUNDS

4 .01. The specific allocation of the County and City fund is set out in the attachment to this Agreement, marked as **Exhibit "A"**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01. Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .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 VII. LEGAL CONSTRUCTION

7 .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 VIII. ENTIRE AGREEMENT

8 .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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2021.

County of Galveston by:

City of Galveston by:

Mark Henry, County Judge

Brian Maxwell, City Manager

Date Signed

Date Signed

ATTEST:

ATTEST:

Dwight D. Sullivan, County Clerk

Janelle Williams, City Secretary

Approved As To Form:

City Attorney's Office