

EXHIBIT

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STATE OF TEXAS

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COUNTIES OF TRAVIS AND WILLIAMSON

INTERLOCAL COOPERATION AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is executed as of this ____ day of _____, 2025, by and between the City of Round Rock ("Round Rock"), the City of Hutto ("Hutto"), the City of Cedar Park ("Cedar Park"), City of Georgetown ("Georgetown"), City of Leander ("Leander"), City of Pflugerville ("Pflugerville") (collectively the "Cities"), and Williamson County (the "County") each of which being a home-rule municipal corporation and/or a political subdivision of Texas (collectively the "parties"), acting by and through their duly authorized representatives.

WHEREAS, the City Councils of the Cities ("Councils") and the County Commissioners Court ("Commissioners Court") each desire to provide highly proficient and professional investigations of auto related crime for their respective communities and the Central Texas region; and

WHEREAS, the Councils and Commissioners Court have each determined that contracting for and with respect to the government services hereinafter described to be performed as a joint effort by each of the Cities and the County will result in increased efficiency and economy, making the most efficient use of their authority and scarce resources by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide a vital service that will best meet and promote the public safety, and welfare of the citizens of the Cities and the County; and

WHEREAS, the Councils and Commissioners Court are each authorized to enter this Agreement pursuant to the general laws and codes of the State of Texas, including but not limited to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended; and

WHEREAS, the services made the subject of this Agreement are a governmental function and the Councils and Commissioners Court each desire to contract with one another in order to expressly define the Cities' and County's respective roles and responsibilities; and

WHEREAS, each Council and Commissioners Court finds that this Agreement will result in improved services being provided more economically and efficiently and

increased public safety, and welfare for the residents of the Cities and the County;

NOW, THEREFORE, for and in consideration of the covenants, conditions, and undertakings hereinafter described, and the benefits to accrue to the Cities and the County under this Agreement, the Cities and the County hereby contract, covenant, and agree to provide governmental services and functions as follows:

1. Formation of Regional Vehicle Burglary Suppression Taskforce.

The Cities and the County hereby form the Regional Vehicle Burglary Suppression Taskforce ("Taskforce"), a cooperative effort of the jurisdictions and law enforcement agencies identified herein, for the purpose of creating and sustaining an investigative team of trained, highly skilled law enforcement personnel, in order to provide a highly proficient and professional investigative resource for their respective communities and the Central Texas region.

2. Mission Statement.

The Taskforce is committed to protecting the communities of Travis and Williamson Counties by aggressively investigating and reducing vehicle-related crimes, including auto theft, vehicle burglaries, and catalytic converter theft. Through a collaborative, multi-agency approach, the Taskforce strives to hold offenders accountable, recover stolen property, and enhance public safety.

The Taskforce will work proactively by conducting thorough investigations, targeting criminal networks, and engaging in proactive enforcement efforts. Additionally, the Taskforce is dedicated to educating the public and partnering with vehicle-related businesses to implement crime prevention strategies and compliance inspections.

3. Participating Law Enforcement Agencies.

The following law enforcement agencies are identified as Taskforce participants: Round Rock Police Department, Cedar Park Police Department, Georgetown Police Department, Hutto Police Department, Leander Police Department, Pflugerville Police Department, and Williamson County Sheriff's Office ("Participating Law Enforcement Agencies" or "Agencies"). Law enforcement agency participants may be added or removed by written amendment or addendum to this Agreement.

A representative from a Participating Law Enforcement Agency that is participating in Taskforce activities remains an employee of his/her respective agency and must comply with his/her respective agency's policies and procedures. Nothing in this Agreement should be construed to imply anything different.

4. Effective Date; Term and Termination of Agreement.

- a. This Agreement shall be effective from the date of execution for a term of one (1) year (the "Initial Term").
- b. From and after the Initial Term, this Agreement shall be automatically and annually renewed, effective as of the anniversary of the effective date.
- c. Notwithstanding any other provision hereof, any party may withdraw from the Taskforce and terminate its rights and obligations under this Agreement by giving ninety (90) days written notice of termination to all other parties. This entire Agreement may be terminated and the Taskforce dissolved at any time by writing signed by all parties.

5. Commitments of the Participating Agencies.

Each Participating Law Enforcement Agency commits to further the mission of the Taskforce, at no cost to the Agency, by acting with general spirit of cooperation and collaboration with other participating agencies on matters related to the Taskforce, and specifically by:

- a. Identifying and pursuing opportunities to collaborate with other participating agencies on the gathering, analyzing, and reporting of intelligence related to the criminal organizations operating in or affecting the region.
- b. Identifying and pursuing opportunities to coordinate with other participating agencies on the prioritization, planning, execution, and review of investigations and operational activities related to the mission of the Taskforce, with the goal of maximizing the disruption of activities that pose a danger to the public, ensuring the successful prosecution of criminals.

6. Operations.

- a. Definitions:

- i. Auto-related Crime – crimes associated with a vehicle, such as theft of a vehicle, burglary of a vehicle, theft of parts, specifically catalytic converter from a vehicle or other crimes deemed to be auto-related and workable by taskforce officers.

- ii. Investigative Supervisor – an individual of the rank of sergeant or above who is responsible for the daily supervision of the investigators assigned to the taskforce, which includes officers conducting investigations assigned through the taskforce.
 - iii. Taskforce Commander – an individual of the rank of Lieutenant or above appointed by the Board of Directors responsible for the oversight and supervision of the investigative team.
 - iv. Lead Agency – The agency responsible for the oversight and supervision of the taskforce operations and investigations. This designation is agreed upon by the Board of Directors.
- b. All Taskforce operations shall be governed by a Board of Directors to be comprised of the Chiefs of Police or their designee from the Cities and the Sheriff or its designee from the County.
- c. The Board of Directors shall designate a “Taskforce Commander” to be responsible for oversight and supervision of the investigative team. The “Taskforce Commander” shall be the rank of Lieutenant or above.
- d. The Taskforce Commander will answer to and provide quarterly updates to the Board of Directors on the following:
 - i. Team Operations such as salvage business inspections, covert operations, arrests, assistance to other agencies and public awareness education
 - ii. Training Activities
 - iii. Investigation Overview
 - iv. Equipment Deployment
 - v. Budget Updates
- e. The Chief of Police from each Participating Law Enforcement Agency shall designate a representative or representatives who shall be authorized to participate in investigative operations, including but not limited to:
 - i. Field operations such as inspections, or educational activities
 - ii. Criminal investigation and apprehension
 - iii. Interview and interrogation
 - iv. Surveillance
 - v. Information analysis

- j. Any peace officer assigned to the Taskforce by a government entity which is a party to this Agreement shall be empowered to enforce all laws and ordinances applicable in the jurisdiction of the county and municipal entities signatory to this Agreement, including the power to make arrests, execute search warrants, and investigate auto related offenses outside of the geographical jurisdiction from which he or she is assigned, but within the area covered by the jurisdictions of the counties and municipal entities which are parties to this Agreement.
- k. While functioning as a peace officer assigned to the Taskforce, he or she shall have all the law enforcement powers of a regular peace officer of such other political entity.
- l. In the event that any peace officer assigned to the Task Force is cited as a party defendant to any civil lawsuit, state or federal, arising out of his or her official acts while functioning as a peace officer assigned to the Task Force, said peace officer shall be entitled to the same benefits that such officer would be entitled to receive had such civil action risen out of an official act within the scope of his or her duties as a member and in the jurisdiction of the law enforcement agency from which he or she was assigned. Further, no entity shall be responsible for the acts of a peace officer of another entity assigned to the Task Force. Each entity participating herein indemnifies and holds all other participating entities harmless for all acts of its own officers and employees acting here under, to the full extent permitted by law.

7. Personnel; Direction and Performance Standards.

- a. The Board of Directors shall ensure the Taskforce operates under only the most current best practices and widely accepted protocols in the investigative field, including deliberate and regular review of current trends, case law, operational debriefs and investigative publications.
- b. The Board of Directors or their designee shall establish policies and procedures governing the process for selecting and retaining team personnel. This shall include:
 - i. Minimum proficiencies for each assignment
 - ii. Attendance to training and operations
 - iii. Personal and professional behavior

- iv. Performance during operations and investigations
- v. Protocols for removing substandard personnel

- c. Officers or employees assigned to work with the Taskforce shall report to the investigative supervisor for any operation or investigation.
- d. When officers conduct general investigative duties, they shall communicate intelligence and investigative information to other team members regularly to keep others informed and to deconflict investigative information or targets.
- e. Each Participating Law Enforcement Agency shall provide the necessary equipment (vehicle, firearm, protective equipment, computer, etc.) to their officer or employee to conduct any investigative or operational work.
- f. If an outside agency has criminal activity that it is requesting the Taskforce to investigate or needs assistance from the Taskforce, it should notify the Taskforce Commander for case adoption, approval or guidance. If the requesting agency is a Participating Law Enforcement Agency, the criminal activity can be reported through the Participating Law Enforcement Agency's assigned officer to be adopted by the Taskforce.

8. Finances.

- a. Equipment purchased by the Taskforce Lead Agency is the responsibility of that agency and should be deployed or utilized to meet the mission and objective of the taskforce. The utilization is at the discretion of the Taskforce Commander or the Board of Directors.
- b. Each Participating Law Enforcement Agency agrees to furnish the necessary equipment, resources and facilities and to render services pursuant to this Agreement; provided however, no Agency shall be required to unreasonably deplete its own equipment, resources, facilities, and services in furnishing such assistance.
- c. Each Participating Law Enforcement Agency shall absorb the costs of training for its own personnel, unless otherwise stated for specific training.
- d. Upon withdrawal from this Agreement, a withdrawing Participating Law Enforcement Agency shall keep and maintain any equipment purchased

by that Agency for the Taskforce. Upon termination of this Agreement, equipment purchased for the Taskforce will be kept and maintained by the Agency that originally purchased that equipment.

- e. The parties acknowledge that funding under this Agreement will be made from current revenues available to each party, respectively, and funds for the participation in this Agreement, if any, have been provided through the parties' respective budgets approved by their governing bodies for the current fiscal year only. However, the cost of services covered by this Agreement is a recurring obligation and shall be considered a standard and routine expense of the Participating Law Enforcement Agencies for inclusion in each party's proposed budget throughout the term of this Agreement.
- f. Participating Law Enforcement Agencies may pursue grant funds at their discretion to fund positions or equipment in support of this Agreement. Application, management, documentation and distribution of those funds will be the responsibility of the receiving Participating Law Enforcement Agency. The award of funds from any grant will be utilized in accordance with policies, procedures, or statutes associated with the grant and shall not interfere with the operation or function of the Taskforce. Nothing prevents the Taskforce from pursuing grants to further the mission of the Taskforce.

9. Grants of Authority.

For law enforcement purposes associated with this Agreement, peace officers of the Participating Law Enforcement Agencies designated to be members of the Taskforce are granted full peace officer authority throughout the jurisdictions of the Participating Law Enforcement Agencies and have the same powers, duties, rights, privileges and immunities as if the officers were performing duties inside their own jurisdiction; however, nothing herein this Agreement shall be deemed to extend or limit the jurisdiction of any party except as necessary to implement, perform, and obtain the services and duties provided for in this Agreement. Except as necessary to implement, perform, and obtain the services and duties provided for in this Agreement, all governmental and proprietary functions and services traditionally and legally provided by each party hereto this Agreement shall be and remain the sole responsibility of each party, respectively.

10. Contract Supervision and Controls; Notices.

The parties shall each monitor, review, and provide oversight and supervision of the services as they are provided and each hereby agrees to notify the other as soon as reasonably possible in the event the level or quality of any scheduling, operating, service, or performance issue becomes unsatisfactory. Notices provided by any party to this Agreement to the other parties shall be in writing and directed via U.S. Mail or hand delivery, and facsimile or email, to all other parties at the following addresses:

City of Round Rock
Attn: Chief of Police
2701 N. Mays Round Rock, Texas 78665
Email: abanks@roundrocktexas.gov

11. Governmental Services; Independent Contractor.

Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities, the services provided for herein are governmental functions, and the Cities and the County shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the Cities and the County shall, with respect to that part of any service or function undertaken pursuant to this Agreement, be that of independent contractors.

12. Interlocal Cooperation.

The Cities and the County agree to cooperate with each other, in good faith and at all times during the term hereof, in order to effectuate the purposes and intent of this Agreement. Each party acknowledges and represents that this Agreement has been duly authorized by its respective governing body.

13. Other Services.

Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty, responsibility, or right as to any party, except with respect to the receipt and provision of services specifically set forth in this Agreement.

14. No Indemnification.

It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing liability and potential liability pursuant to this Agreement; and that no party shall be held legally liable for any claim or cause of action arising pursuant to, or out of the services provided under, this Agreement except as specifically provided by law.

15. Preservation of Immunity.

Nothing herein this Agreement shall be deemed to waive, modify, or alter any legal or equitable defense available to any part, nor to create any legal or equitable right or claim on behalf of any third party.

16. Entire Agreement.

This Agreement (including any and all exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended or modified except in writing executed by all parties pursuant to authorization of their respective Councils or Court.

17. Applicable Laws.

This Agreement must be construed in accordance with the laws and constitution of the State of Texas. All obligations under this Agreement are performable in Williamson or Travis County, Texas, and venue for any action arising under this Agreement will be in Williamson or Travis County, Texas, wherever the action may have occurred. As this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, all its terms and provisions shall be construed and interpreted consistently with the Act.

18. Severability.

If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

19. Waiver by Party.

Any failure by a non-defaulting party to provide notice of default to a defaulting party under this Agreement shall not be deemed an act of default, nor shall such failure constitute a waiver of that or any future act of default. Unless otherwise provided in writing by the waiving party, a waiver by any of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a onetime waiver and shall not be construed to be a waiver of any succeeding default thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

20. Execution in Counterparts.

This Agreement may be simultaneously executed in multiple counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties hereby execute this Agreement by their respective officers thereunto duly authorized as of the date first written above.

SIGNED AND EXECUTED this ____ day of _____, 2025.

[Signatures on the following pages]

City of Round Rock, Texas

Signature of Authorized Official

Date

Name

Title

City of Cedar Park, Texas

Signature of Authorized Official

Date

Name

Title

City of Georgetown, Texas

By: _____

Date: _____

Name: Josh Schroeder, Mayor

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson, City Attorney

City of Hutto, Texas

Signature of Authorized Official

Name

Date

Title

City of Leander, Texas

Signature of Authorized Official

Name

Date

Title

City of Pflugerville, Texas

Signature of Authorized Official

Date

Name

Title

County of Williamson, Texas

Signature of Authorized Official

Date

Name

Title