

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: February 11, 2014		DATE SUBMITTED: January 21, 2014	
DEPARTMENT OF ORIGIN: Police		SUBMITTED BY: Eric Buske	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input checked="" type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input type="checkbox"/> INFRASTRUCTURE
			<input type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Consideration of an Interlocal Agreement between the cities of Bryan and College Station to share a vehicle impound lot located at 7600 East Rock Prairie Road, College Station, Texas.			
SUMMARY STATEMENT: The cities have entered into an Equipment Storage Lease (“Lease”) with the Brazos Valley Solid Waste Management Agency (“BVSWMA”) with regards to the use of a 200 foot by 300 foot crushed gravel parking lot located at 7600 East Rock Prairie Road, College Station, Texas (“Impound Lot”). The Impound Lot will be utilized by the Bryan Police Department and College Station Police Department to securely store vehicles. Both cities will be equally responsible for managing the Impound Lot and the Impound Lot will be equally divided between the two cities, approximately 100 feet by 300 feet. Upkeep of the Impound Lot will be the responsibility of BVSWMA pursuant to the Lease between the three parties.			
STAFF ANALYSIS AND RECOMMENDATION: BVSWMA has provided a convenient location, labor and materials for the Impound Lot for a 60 month lease at \$1.00 per year. This is a much larger facility than the Police Department currently uses. Additional costs incurred will be shared by both cities making this partnership more cost effective for future improvements/growth. Staff recommends approving this Interlocal Agreement with the City of College Station.			
OPTIONS (In Suggested Order of Staff Preference):			
<ol style="list-style-type: none"> 1. Approve Interlocal Agreement. 2. Do not approve and provide guidance for staff. 			
ATTACHMENTS:			
<ol style="list-style-type: none"> 1. Interlocal Agreement between the cities of Bryan and College Station. 			
FUNDING SOURCE: Police Department’s budget.			
APPROVALS: Hugh R. Walker, 01/28/2014			
APPROVED FOR SUBMITTAL: CITY MANAGER Kean Register, 01-29-2014			
APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis K. Hampton, 02-03-2014			

**INTERLOCAL AGREEMENT
JOINT IMPOUND LOT**

THIS INTERLOCAL AGREEMENT is hereby made by and between the CITY OF BRYAN, TEXAS, a home rule municipal corporation (“Bryan”), and the CITY OF COLLEGE STATION, TEXAS, a home rule municipal corporation (“College Station”) each acting by and through its duly authorized agents.

WHEREAS, the parties are both political subdivisions of the State of Texas and are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of the governmental function of the operation of an impound lot; and

WHEREAS, the respective police departments for Bryan and College Station each have occasion to seize vehicles for evidence, or as otherwise authorized by law, and require a parking lot where such impounded vehicles may be securely stored; and

WHEREAS, the parties have entered into an Equipment Storage Lease (“Lease”) with the Brazos Valley Solid Waste Management Agency (“BVSWMA”) with regards to the use of a 200 foot by 300 foot crushed gravel parking lot located at 7600 East Rock Prairie Road, College Station, Texas (“Impound Lot”); and

WHEREAS, the parties now desire to enter into an agreement governing the shared use of the Impound Lot to ensure that both parties are able to utilize the lot in an efficient, equitable manner;

NOW, THEREFORE, the parties, in consideration of the mutual covenants and conditions contained herein, agree as follows:

1.

Both the Bryan and College Station will be equally responsible for managing the Impound Lot. Each city will be responsible for managing its own inventory of vehicles which it is storing in the facility. Each city should promptly remove any vehicle once the related case has been disposed.

2.

The area of the Impound Lot will be equally divided between the two cities with each city having its own area of roughly 100 feet by 300 feet. Should one city need additional space that the other is not utilizing, the Chief of Police, or his or her designee, may permit temporary use of the additional space. The parties will strive to ensure that such temporary use is done in an equitable manner.

3.

It is understood that the maintenance and upkeep of the Impound Lot will be the responsibility of BVSWMA pursuant to the Lease between the three parties. However, should the cities determine to share additional costs not covered by BVSWMA pursuant to the Lease, the cities agree to share such costs equally. This provision is subject to annual appropriation by the respective city councils.

4.

Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.

5.

Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in the City of College Station, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.

6.

Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties. Except as provided herein, no amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

7.

Notices. All notices issued between parties to this agreement shall be in writing. All notices shall be deemed given on the date personally delivered, faxed, or deposited in the U. S. mail to the following parties:

Bryan: **City of Bryan**
 P.O. Box 1000
 Bryan, TX 77805
 Attn: Eric Buske, Police Chief

College Station: **City of College Station**
 P. O. Box 9960
 College Station, Texas 77842-0013
 Attn: Jeff Capps, Police Chief

1. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.
2. Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.

NOW THEREFORE, this Agreement is effective when signed by the last party whose signing makes the Agreement fully executed.

CITY OF BRYAN

CITY OF COLLEGE STATION

Jason P. Bienski, Mayor

Nancy Berry, Mayor

ATTEST:

ATTEST:

Mary Lynne Stratta, City Secretary

Sherry Mashburn, City Secretary

APPROVED AS TO FORM:

APPROVED:

Janis K. Hampton, City Attorney

Kelly Templin, City Manager
Date:_____

Carla Robinson, City Attorney
Date:_____

Jeff Kersten,
Assistant City Manager/Chief Financial Officer
Date:_____