

4. Approval to Donate Certain Property Acquired by the Tarrant County Auto Crimes Task Force to the Tri-County Auto Theft Task Force



COMMISSIONERS COURT  
COMMUNICATION

REFERENCE NUMBER \_\_\_\_\_

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DATE: 04/16/2024

SUBJECT: **APPROVAL TO DONATE CERTAIN PROPERTY ACQUIRED BY  
THE TARRANT COUNTY AUTO CRIMES TASK FORCE TO THE  
TRI-COUNTY AUTO THEFT TASK FORCE**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court approve the transfer of ownership of certain property acquired by the Tarrant Regional Auto Crimes Task Force through donation.

**BACKGROUND**

The following property was donated to the Tarrant County Auto Crimes Task Force by the National Insurance Crime Bureau and Allstate Insurance Company for use in the bait vehicle program:

2013 Harley Davidson FXD Motorcycle (Court Order #127436)  
Four (4) Chrome Specialty Wheels/Tires (Court Order #114449)

These assets are no longer in use nor do the assets serve the program's purpose; therefore, staff requests approval to transfer ownership through permanent donation to the Tri-County Auto Theft Task Force (Mansfield PD) for continued use by law enforcement.

The attached Permanent Donation Agreement was approved as to form by the Criminal District Attorney's Office.

**FISCAL IMPACT**

The donation of the property will have no fiscal impact on the County's FY 2024 General Fund.

SUBMITTED BY:	Sheriff Office	PREPARED BY: APPROVED BY:	Ann Marie Pena Matt Pederson
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**PERMANENT DONATION AGREEMENT  
TARRANT COUNTY**

The Tarrant County ("**County**") does hereby donate to Tri-County Auto Theft Task Force ("**TCATTF**") the items (collective, the "**Items**") described as:

**ITEM #1:**

**YEAR:** 2013  
**MAKE:** HARLEY DAVIDSON  
**MODEL:** FXD SERIES  
**VIN:** 1HD1GPM1XDC318612

**ITEM #2:**

Four (4) Chrome Specialty Rims/Tires

1. This Permanent Donation Agreement (the "**Agreement**") is entered into April 30, 2024 ("**Effective Date**") and is subject to the following terms and conditions:
2. The TCATTF accepts from the County, the above-described items. The TCATTF shall accept said all items "as is". and
3. If required by law, TCATTF shall re-title any item in the name of the TCATTF prior to within 90 days of the Effective Date of this Agreement.
  - a. In the event the any such item is not re-titled in the name of the TCATTF within 90 days of the Effective Date, the TCATTF shall immediately return said item to the County.
4. In the event that any injury or property damage occurs while any item is in the custody of the TCATTF, its agents or assigns, the TCATTF shall assume all liability.
5. The TCATTF does hereby release the County from any and all claims arising from its possession and/or use of the items.
6. **GOVERNING LAW AND VENUE**

This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in state court.

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**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Tarrant County.

Commissioners Court Order No. \_\_\_\_\_.

**TARRANT COUNTY  
STATE OF TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TRI-COUNTY AUTO THEFT TASK FORCE**

By: James

Name: Jim Harrell

Title: Lieutenant

Date: \_\_\_\_\_

*APPROVED AS TO FORM:*

James Marwin Nichols  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.