

**INTERLOCAL AGREEMENT FOR THE AUSTIN/TRAVIS COUNTY
HUMAN TRAFFICKING LAW ENFORCEMENT TASK FORCE JOINT
INVESTIGATIVE PROJECT**

STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

This Agreement is made and entered into by and between the City of Austin (the “City”) and the Office of the Attorney General of Texas, Criminal Investigations Division (the “OAG”), hereinafter collectively referred to as the “Parties,” pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WHEREAS, criminal activity involving the unlawful trafficking of human beings continues to threaten the lives of victims and harm the quality of life in the City of Austin, Travis County and surrounding jurisdictions; and

WHEREAS, the Parties desire to address this problem by coordinating their investigative efforts towards identifying human trafficking victims and bringing the perpetrators to justice;

WHEREAS, the Parties recognize that the U.S. Department of Justice, Bureau of Justice Assistance Human Trafficking Task Force Initiative allows the City of Austin to serve as the fiscal agent for this grant funded program and supports the Austin/Travis County Human Trafficking Law Enforcement Task Force (the “Task Force”);

NOW, THEREFORE, the Parties agree as follows:

I.

PAYMENT AND SERVICES

The City agrees to and shall pay to the OAG funds not to exceed \$15,000 for the period December 1, 2009 through September 30, 2010 for the purpose of reimbursing the OAG for overtime hours incurred by its law enforcement officers for working on potential human trafficking cases. Reimbursement of law enforcement overtime costs will be limited to cases being investigated by the Austin/Travis County Human Trafficking Law Enforcement Task Force where OAG assistance was requested. The OAG shall remain responsible for paying its law enforcement officers for their overtime, travel and per diem expenses, and the City will reimburse the OAG for overtime incurred at the actual rate received by the officer(s) assigned to the investigations. The investigation of potential human trafficking cases must be consistent with current state and federal laws and guidelines.

The OAG agrees to and shall make a supervising law enforcement officer available to work jointly with law enforcement agencies in cooperation with the Office of the United States Attorney for the Western District of Texas in the investigation and prosecution of human trafficking cases. The OAG supervising officer will serve as the primary point of contact to represent the OAG on the Task Force. The OAG supervising officer will be responsible for coordinating the OAG's investigative efforts with the Task Force and assigning OAG investigators trained in the area of human trafficking to assist with Task Force investigations.

The Parties agree to communicate with regard to Task Force participation and work performance, and shall seek to resolve any claims or disputes between the Parties that may arise by mutual agreement.

II.

LEGAL RESPONSIBILITIES

It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims arising in the exercise of governmental powers and functions. The Parties shall remain individually responsible for any civil liability that may arise in the performance of Task Force investigations as a result of the acts or omissions of its own law enforcement officers.

III.

COMMENCEMENT AND TERM

This agreement shall be effective upon execution by all Parties and shall continue in full force and effect from December 1, 2009 through the underlying grant expiration date of September 30, 2010, or the date upon which the City discharges its maximum obligation for overtime reimbursement to the OAG as set forth in Sections I and IV, whichever occurs first.

IV.

LEGAL CONSTRUCTION

If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.

V.

TERMINATION

This Agreement may be terminated by either party by giving ninety (90) days' written notice to the other party of its intention to terminate.

VI.

INVOICES AND PAYMENTS

The City shall make payments for the performance of the services under this Agreement from Department of Justice Human Trafficking Task Force Initiative grant funding. The City agrees to reimburse the OAG an amount not to exceed fifteen thousand dollars (\$15,000) in order to defray the actual hourly overtime cost incurred by reason of performance of this contract. The OAG's invoice will include documentation of actual expenses and will be submitted to the City of Austin by the fifteenth of the following month. The City will reimburse the OAG for the invoiced amount from available grant funds received for the Task Force. All proper invoices received by the City will be paid within 30 days of the City's receipt of the deliverables or the invoice, whichever is later. Invoice is to be submitted to the Austin Police Department, P.O. Box 1629, Austin, TX 78767-1629.

VII.

NOTICE

Any notice given hereunder by any party to the other party shall be in writing and may be affected by personal delivery in writing, by registered or certified mail, return receipt requested, or by fax transmission as evidenced by facsimile confirmation. Notice will be provided to the following persons or their successors:

City of Austin:	Art Acevedo	Marc A. Ott
	Chief of Police	City Manager
	Austin Police Department	P.O. Box 1088
	P.O. Box 689001	Austin, Texas 78767
	Austin, Texas 78768-9001	Fax: 974-2832
	Fax: 974-6611	

Office of the Attorney General of Texas:
Pete LaFuenta
Assistant Division Chief, Criminal Investigations Division
Office of the Attorney General of Texas
P.O. Box 12548
Austin, TX 78711-2548
Fax: (512) 370-9472

Either party may change its address for service by appropriate notice to these officers shown above.

VIII.

ENTIRE AGREEMENT

This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing and approved by both parties.

IX.

ADDITIONAL AGREEMENTS

The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.

X.

APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Texas. Any suits relating to this Agreement will be filed in a district court of Travis County, Texas.

XI.

NO THIRD PARTY RIGHTS

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

OFFICE OF THE
ATTORNEY GENERAL

CITY OF AUSTIN

Eric Nichols
Deputy Attorney General for
Criminal Justice

Marc A. Ott, City Manager

Date: _____

Date: _____