

**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 Travis County (the “County”), 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 and Travis County; and

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance Human Trafficking Task Force Initiative provides grant funding to the Austin Police Department for the investigation and prosecution of human trafficking cases; and

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; 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, in 2007, COUNTY and CITY entered into that certain interlocal agreement entitled “Interlocal Agreement for the Austin/Travis County Human Trafficking Law Enforcement Task Force Joint Investigative Project”, hereinafter referred to as the “Agreement”; and,

WHEREAS, the 2007 interlocal was extended by mutual agreement of the parties, and expired on December 31, 2010; and,

WHEREAS, with the receipt of a new grant, the FY 2010 Human Trafficking Task Force award;

NOW THEREFORE, the Parties agree as follows:

I.

PAYMENT AND SERVICES

The City agrees to, and shall pay to the County, funds not to exceed \$15,000 for the period January 1, 2011 through September 30, 2011 for the purpose of reimbursing the Travis County Sheriff's Office for overtime hours incurred 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. The overtime rate charged by the County will be consistent with the actual rate received by the officer assigned to the investigations. The investigation of potential human trafficking cases must be consistent with current state and federal laws and guidelines.

The County agrees to, and shall make available, a Travis County Deputy Sheriff to work jointly with the Austin/Travis County Human Trafficking Law Enforcement Task Force 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 Parties agree that that the Travis County Sheriff's Office will assign a Deputy Sheriff to represent the County on the Law Enforcement Task Force, and that any changes in the County's said participation will be discussed with the Task Force. The Parties further agree to communicate with each other regarding issues of work performance and to resolve such issues 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.

III.

TERM AND COMMENCEMENT

This Agreement shall be in effect when it has been executed by all Parties and shall continue in full force and effect through the underlying U.S. Department of Justice grant expiration date, which expires on September 30, 2011, or until such date upon which the Interlocal funds allocated for fulfillment of the law enforcement purpose stated herein have been completely spent, if that date is reached prior to the September 30, 2011, (the grant expiration date). Subject to the continued availability of funding, and upon the approval of both Parties, the Parties may extend this Agreement for a maximum of two (2) additional twelve (12) month extension periods.

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.

PAYMENTS

The City shall make payments to County for the performance of County's services provided under this Agreement from Department of Justice Human Trafficking Task Force Initiative grant funding. The City agrees to reimburse County in an amount not to exceed \$15,000 in order to defray County's actual hourly overtime costs incurred by reason of performance of this contract. The County shall submit to City an invoice on the 15th day of the month immediately following that month during which County overtime costs accrued in performance of this Agreement. The County's invoice will include documentation of actual overtime expenses accrued in performance of this Agreement. The City of Austin will reimburse County the invoiced amount from grant funds received for the Human Trafficking Project referred to herein. All proper invoices received by the City will be paid within 30 days of the City's receipt of said invoice. Invoices shall 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 effected by personal delivery, 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
Chief of Police
Austin Police Department
P.O. Box 689001
Austin, TX 78768-9001
Fax: 974-6611

Marc A. Ott
City Manager
P.O. Box 1088
Austin, TX 78767
Fax: 974-2832

Travis County:

Greg Hamilton

Samuel T. Biscoe

Travis County Sheriff
P.O. Box 1748
Austin, TX 78767
FAX: 854-4997

Travis County Judge
P.O. Box 1748
Austin, TX 78767
Fax: 854-9535

Either Party may change its address for service by appropriate notice to the above persons or their successors.

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 negotiate in good faith for the purpose of executing 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.

COUNTY OF TRAVIS

CITY OF AUSTIN

Greg Hamilton, Sheriff

Marc A. Ott, City Manager

Date: _____

Date: _____

Samuel T. Biscoe, County Judge

Date: _____