

INTERLOCAL AGREEMENT FOR
DOWNTOWN BUSINESS DISTRICT ATTORNEY

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 violent crimes, drug offenses, firearm violations, and other serious criminal offenses continue to endanger citizens and to harm the quality of life in the Downtown Business District; and

WHEREAS, the Parties desire to address this problem by coordinating their efforts toward reducing violent crime, including the active prosecution of cases involving career criminals, major narcotics, and civil nuisance abatement;

NOW, THEREFORE, the Parties agree as follows:

I.

PAYMENT AND SERVICES

The City agrees to and shall pay to the County funds in the amount of \$20,000 annually, for the period October 1, 2012 through September 30, 2013, for one Assistant District Attorney position, which is to be devoted to handling criminal matters in the Downtown Business District.

The County agrees to and shall employ an Assistant District Attorney to work primarily on crimes of violence, career criminal, narcotics and nuisance abatement matters in cooperation with the City and its Police Department. The Assistant District Attorney designated as the Downtown Business District Attorney shall provide services designed to eliminate the illegal activity of known criminals; eliminate activities related to the sale and distribution of narcotics; and eliminate nuisance activities from properties within the City in accordance with applicable laws. The Attorney's services also include advising officers of the Austin Police Department on legal matters associated with defining and preparing a prosecutable case.

It is the expectation of the parties that one individual will be assigned to the position of Downtown Business District Attorney, and that changes in that assignment will be discussed between the Chief of Police and the District Attorney's Office prior to such a change. The Parties agree to communicate with regard to 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 is effective on October 1, 2012, and will terminate on September 30, 2013, whereupon subject to the availability of funding, the Agreement shall automatically renew for one year, unless terminated by either party by the delivery of a notice of termination at least sixty days prior to any renewal date.

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. Upon termination, County will, within thirty (30) days from date of termination, return to the City the pro rata share of payments for services to have been provided under this Agreement, from the date of termination to the end of the current year's term.

VI.

PAYMENTS

City will reimburse the County on a quarterly basis (quarters ending June 30, September 30, December 31, and March 31). County will seek reimbursement from City by presenting its invoice to City's designated personnel. The invoice must include evidence of employment of the Downtown Business District Attorney. City will promptly reimburse County the invoiced amount from current funds and will not be obligated to pay any additional monies beyond the agreed consideration. All proper invoices received by the City will be paid within 30 days of the City's receipt of the invoice. All invoices will be submitted via email to APD:

Purchasing at Alberto.Banda@austintexas.gov;

Finance/Budget at Aphra.Delgado@austintexas.gov and APDBudget@austintexas.gov;

and Grants Management at COAgrants@austintexas.gov.

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 Chief of Police Austin Police Department 715 East 8 th Street Austin, Texas 78701 Fax: 974-6611	Marc A. Ott City Manager P.O. Box 1088 Austin, Texas 78767 Fax: 974-2833
Travis County:	Rosemary Lehmberg District Attorney 509 West 11th Street Austin, Texas 78701 Fax: 854-9695	Sam Biscoe Travis County Judge 314 West 11th St., #520 Austin, Texas 78701 Fax: 854-9535

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.

COUNTY OF TRAVIS

CITY OF AUSTIN

Sam Biscoe, County Judge

Marc A. Ott, City Manager

Date: _____

Date: _____