



**Interlocal Agreement
CITY OF AUSTIN
RECOMMENDATION FOR COUNCIL ACTION**

AGENDA ITEM NO.: 14
AGENDA DATE: Thu 08/04/2005
PAGE: 1 of 1

SUBJECT: Authorize an Interlocal Agreement between the City of Austin and Travis County for a Organized Crime District Attorney in an amount not to exceed \$98,486.

AMOUNT & SOURCE OF FUNDING: Funding is available subject to approval of the Fiscal Year 2005-2006 Proposed Operating Budget of the Austin Police Department.

FISCAL NOTE: There is no unanticipated fiscal impact. A fiscal note is not required.

**REQUESTING Police
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Rick Coy

FOR MORE INFORMATION CONTACT: Rick Coy, Assistant Chief, Austin Police Department

PRIOR COUNCIL ACTION: Approval of the previous agreement on September 25, 2002.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

MBE / WBE: N/A

Since 2002, Travis County has employed an Assistant District Attorney to work primarily on crimes of violence, career criminal, narcotics and nuisance abatement matters in cooperation with the Austin Police Department. This interlocal continues the existing agreement.

The Assistant District Attorney designated as the Organized Crime 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 Organized Crime 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 term of the agreement will start from October 1, 2005 and will terminate on September 30, 2006, whereupon subject to the availability of funding, the Agreement shall automatically renew for succeeding terms of one year for two consecutive years, unless terminated by either party by the delivery of a notice of termination at least sixty days prior to any renewal date. A copy of the Interlocal Agreement is attached as back-up.

TITLE	Annual Salary	FICA 2002	Health Insurance 2003	Life Insurance 2004	Retirement 2006	Worker's Comp 2006	FICA/ Medicare 2007	Total Salary & Fringe Benefits
Organized Crime ADA 06	74,173	4,599	7,782	46	7,150	100	1,076	94,926

to prosecutor longevity pay based on 12 months @ \$200 each month
County fringe benefits paid by County).

County longevity pay	2,400	149			231	3	35	418
	742	46			72	1	11	872

Total Salary and Fringe Benefits 96,216

Operating Expenses

Office Supplies	200
Postage	360
Printer Rental	75
Phones	100
Bar Dues	235
Training (Registration)	500
Training (Travel, Meals & Lodging)	800

Total Operating 2,270

TOTAL SALARY, FRINGE BENEFITS AND OPERATING	98,486
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INTERLOCAL AGREEMENT FOR ORGANIZED CRIME 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, prostitution, organized criminal activity and criminal street gangs, firearm violations, and other serious criminal offenses continue to endanger citizens and to harm the quality of life in our neighborhoods; and

WHEREAS, the Parties desire to address this problem by coordinating their efforts toward reducing violent and organized 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 \$98,486, annually for the duration of this Agreement, not to exceed three (3) years, as set forth in Exhibit A, for the purpose of funding one Assistant District Attorney position which is to be devoted to handling organized crime matters. The annual amount for years two (2) and three (3) of the agreement may be increased to reflect fringe benefit and performance-based pay increases as adopted by the Travis County Commissioners Court and agreed to by the City. Documentation of these increases proposed for adoption by the Commissioners Court shall be submitted to the City of Austin sixty (60) days prior to renewal of each term.

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 Organized Crime 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 Organized Crime 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, 2005, and will terminate on September 30, 2006, whereupon subject to the availability of funding, the Agreement shall automatically renew for succeeding terms of one year for two consecutive years, 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

The City shall make payments for the performance of the services under this Agreement from current revenues of the City.

VII.

NOTICE

Any notice given hereunder by any party to the other party shall be in writing and may be effected 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: Stanley L. Knee
Chief of Police
Austin Police Department
P.O. Box 689001
Austin, Texas 78768-9001
Fax: 974-6611

Toby Futrell
City Manager
P.O. Box 1088
Austin, Texas 78767
Fax: 974-2832

Travis County: Ronnie Earle
District Attorney
P.O. Box 1748
Austin, Texas 78767
Fax: 854-9534

Sam Biscoe
Travis County Judge
P.O. Box 1748
Austin, Texas 78767
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

Toby H. Futrell, City Manager

Date: _____

Date: _____