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

**AGENDA ITEM NO.: 8**
**AGENDA DATE:** Thu 05/06/2004
**PAGE:** 1 of 1

**SUBJECT:** Approve execution of an Interlocal Agreement between the City of Austin and Travis County for an Assistant District Attorney for the Project Safe Neighborhood gun violence program in an amount not to exceed $83,000 for the period May 1, 2004 through August 31, 2005.

**AMOUNT & SOURCE OF FUNDING:** Funding is available in the Fiscal Year 2003-2004 Operating Budget for 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/974-5021

**PRIOR COUNCIL ACTION:** Acceptance of the PSN grant on April 15, 2004.

**BOARD AND COMMISSION ACTION:** N/A

**PURCHASING:** N/A

**MBE / WBE:** N/A

---

This agreement provides funding for the period May 1, 2004 through August 31, 2005 for the Texas Exile Program. The Texas Exile Program provides an Assistant District Attorney which is dedicated to the prosecution of crimes involving the unlawful use or possession of firearms in cooperation with the Austin Police Department and the Office of the United States Attorney for the Western District of Texas. The attorney's salary is funded by the Project Safe Neighborhood grant program and is a temporary position contingent upon the availability of grant funds.

The Project Safe Neighborhood District Attorney is also designated as Special Assistant United States Attorney for the United States Federal District Courts for the Western District of Texas. The Attorney's services include the filing and trial of cases and advising officers on legal matters associated with defining and preparing a prosecutable case. A copy of the Interlocal Agreement is attached as back-up.

# INTERLOCAL AGREEMENT FOR PROJECT
## SAFE NEIGHBORHOODS ASSISTANT 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 the unlawful use or possession of firearms continues to endanger citizens and to harm the quality of life in the City of Austin; and

WHEREAS, the Parties desire to address this problem by coordinating their efforts toward reducing gun violence and the unlawful use or possession of firearms;

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 $83,000 for the period May 1, 2004 through August 31, 2005 for the purpose of funding one Assistant District Attorney position which is to be devoted to prosecuting crimes involving the unlawful use or possession of firearms in either state or federal court consistent with *current state and federal laws and guidelines.*

The County agrees to and shall employ an Assistant District Attorney to work solely on crimes involving the unlawful use or possession of firearms in cooperation with the City and its Police Department and the Office of the United States Attorney for the Western District of Texas. The Project Safe Neighborhoods Assistant District Attorney shall be cross-designated as Special Assistant United States Attorney (SAUSA) for the United States Federal District Courts for the Western District of Texas in accordance with the rules, regulations, policies and programs of the United States Department of Justice.

It is the expectation of the parties that one individual will be assigned to the position of Project Safe Neighborhoods Assistant District Attorney, and that changes in that assignment will be discussed by the Chief of Police, the designated representative of the United States Attorney for the Western District of Texas 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 shall be in effect when it has been executed by all parties and shall continue in full force and effect through the underlying grant expiration date (August 31, 2005) or the date the interlocal funds have been completely spent if that date is reached prior to the grant expiration 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.

## VI.

## PAYMENTS

The City shall make payments for the performance of the services under this Agreement from Project Safe Neighborhoods grant funding. The City agrees to reimburse Travis County an amount not to exceed eighty-three thousand dollars ($83,000) in order to defray the actual amount of salaries and fringe benefits incurred by reason of performance of this contract. The County's invoice will include documentation of actual expenses and will be submitted to the City of Austin by the fifteenth of the following month or as soon thereafter as reasonably possible. The City of Austin will promptly reimburse Travis County the invoiced amount from grant funds received for the Project.

## 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<br>Chief of Police<br>Austin Police Department<br>P.O. Box 689001<br>Austin, Texas 78768-9001<br>Fax: 974-6611 | Toby Futrell<br>City Manager<br>P.O. Box 1088<br>Austin, Texas 78767<br>Fax: 974-2832 |
| Travis County: | Ronald Earle<br>District Attorney<br>P.O. Box 1748<br>Austin, Texas 78767<br>Fax: 854-9534 | Samuel T. Biscoe<br>Travis County Judge<br>P.O. Box 1748<br>Austin, Texas 78767<br>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


_____            _____
Ronald Earle, District Attorney          Toby H. Futrell, City Manager

Date: _____                  Date: _____


_____
Samuel T. Biscoe, County Judge

Date: _____