



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

**AGENDA ITEM NO.: 7
AGENDA DATE: Thu 10/07/2004
PAGE: 1 of 1**

SUBJECT: Authorize an Interlocal Agreement between the City of Austin and the Texas Department of Public Safety to allow for reimbursement from the "Fugitive Apprehension Program" when revocation warrants are served.

AMOUNT & SOURCE OF FUNDING: Funding is available from the Texas Department of Public Safety for the period September 1, 2004 through August 31, 2005. Reimbursement will be \$200-\$400 per warrant served.

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:

PRIOR COUNCIL ACTION: Interlocal agreement approved on October 9, 2003.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

MBE / WBE: N/A

This action would authorize the City of Austin to enter into an agreement with the Texas Department of Public Safety. The agreement enables the Police Department to be reimbursed \$200 per warrant for serving revocation warrants to adults in violation of the terms of their parole. The reimbursement amount doubles to \$400 for warrants on specific individuals identified by the Department of Public Safety such as the "Texas Top Ten" or "Texas High Profile Sex Offenders."

Funding for this service originally comes from the Pardons and Paroles Division, Texas Department of Criminal Justice, Fugitive Apprehension Program. The contract for services is for the period September 1, 2004 through August 31, 2005.

This project addresses the following APD Program Objective: The purpose of the Investigations Program is to provide an impartial and complete investigation of cases that require a particularly high level of expertise, to Area Commands, victims, suspects, external members of criminal justice agencies, and the public, in order to protect victims and the public and deter criminal activity.

INTERLOCAL COOPERATION CONTRACT

STATE OF TEXAS

COUNTY OF TRAVIS

I. CONTRACTING PARTIES

THIS CONTRACT is entered into by and between the Texas Department of Public Safety ("RECEIVING AGENCY"), and the CITY of AUSTIN ("PERFORMING AGENCY"), shown below as Contracting Parties, pursuant to the authority granted by and in compliance with the provisions of the INTERLOCAL COOPERATION ACT, TEX. GOV'T CODE §§ 791.001 et seq. and House Bill 1, General Appropriations Act, 78th Regular Session, Article 5, Pages V-43 through V-44, Section B.1.3. Strategy: Special Crimes.

II. DEFINITIONS

- A. Absconder: a person for whom a parole revocation warrant has been issued by the Pardons and Paroles Division of the Texas Department of Criminal Justice ("TDCJ") under TEX. GOV'T CODE § 508.252.
- B. Revocation Warrant: a "Blue Warrant" issued by the TDCJ, pursuant to authority granted by TEX. GOV'T CODE § 508.252.

III. PURPOSE

The purpose of this Contract is to set out the terms and conditions under which PERFORMING AGENCY will assist RECEIVING AGENCY in administering RECEIVING AGENCY'S Fugitive Apprehension Program by serving parole revocation warrants issued by the Pardons and Paroles Division of the Texas Department of Criminal Justice.

IV. DURATION

This Contract commences on September 1, 2004, and terminates on August 31, 2005. RECEIVING AGENCY shall not be liable to the PERFORMING AGENCY for reimbursements incurred by the PERFORMING AGENCY prior to the date that the PERFORMING AGENCY executes this contract or after the termination of this contract.

V. AGREEMENT

NOW THEREFORE, PERFORMING AGENCY and RECEIVING AGENCY, in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

- A. PERFORMING AGENCY and RECEIVING AGENCY agree to abide by all federal and state laws and regulations.
- B. RECEIVING AGENCY agrees to:
 - 1. reimburse PERFORMING AGENCY at the rate specified in Article VI for each parole revocation warrant served by PERFORMING AGENCY pursuant to the terms of this Contract

until this Contract is either terminated by its own terms or upon written agreement of both Contracting Parties.

2. notify PERFORMING AGENCY in writing if reimbursement under this Contract will be delayed as the result of circumstances beyond the control of RECEIVING AGENCY.
3. the extent it is reasonably practicable for the RECEIVING AGENCY and to the extent the RECEIVING AGENCY has available personnel, cooperate fully with PERFORMING AGENCY in any matter related to the purpose of this Contract.

C. PERFORMING AGENCY agrees to:

1. Serve parole revocation warrants as expeditiously as possible.
2. Promptly notify RECEIVING AGENCY in writing of any payment dispute, specifying in detail the item or items disputed.
3. Bill RECEIVING AGENCY on a monthly basis for all services rendered under the terms of this Contract, including any necessary supporting documentation.
4. Notify the RECEIVING AGENCY within 30 calendar days of when PERFORMING AGENCY determines that PERFORMING AGENCY submitted an incorrect invoice to RECEIVING AGENCY.
5. Return to RECEIVING AGENCY, within 30 calendar days of RECEIVING AGENCY'S service of notice of overpayment or improper payment, any money that was overpaid or otherwise improperly paid by RECEIVING AGENCY to PERFORMING AGENCY.
6. Cooperate fully with RECEIVING AGENCY in any matter related to the purpose of this Contract.

VI. CONSIDERATION

A. \$200.00 Reimbursement

As consideration for PERFORMING AGENCY'S performance under this Contract, RECEIVING AGENCY agrees to reimburse PERFORMING AGENCY in the amount of Two Hundred Dollars and No Cents (\$200.00) for each parole revocation warrant served by PERFORMING AGENCY if:

1. the person was identified by RECEIVING AGENCY as an absconder; or
2. the instant offense on the parole revocation warrant is one of the following offenses:
 - A. Murder
 - B. Capital Murder
 - C. Kidnapping
 - D. Aggravated Kidnapping
 - E. Sexual Assault
 - F. Aggravated Sexual Assault
 - G. Indecency with a Child
 - H. Possession or Promotion of Child Pornography
 - I. Aggravated Assault

- J. Injury to a Child, Elderly or Disabled Individual
- K. Robbery
- L. Aggravated Robbery
- M. Burglary of a Habitation
- N Arson

B. \$400.00 Reimbursement

As consideration for PERFORMING AGENCY'S performance under this Contract, RECEIVING AGENCY agrees to reimburse PERFORMING AGENCY in the amount of Four Hundred Dollars and No Cents (\$400.00) for each parole revocation warrant served by PERFORMING AGENCY if:

1. The person was identified by RECEIVING AGENCY as a "Texas High Profile Sex Offenders;" or
2. The person was identified by RECEIVING AGENCY as both a "Texas Ten Most Wanted" and an absconder.

VII. PAYMENT

RECEIVING AGENCY shall pay for services rendered by PERFORMING AGENCY by vouchers drawn by RECEIVING AGENCY payable to PERFORMING AGENCY. PERFORMING AGENCY will bill RECEIVING AGENCY monthly for all parole revocation warrants served during the preceding thirty (30) days.

The actual TCIC/NCIC Warrant must accompany the completed reimbursement request form and arrest report. The administrative message from TDCJ is not an acceptable substitute for the TCIC/NCIC Warrant, except in special circumstances to be determined by the RECEIVING AGENCY'S Program Administrator.

If the RECEIVING AGENCY determines that the PERFORMING AGENCY has complied with all requirements for reimbursement, the RECEIVING AGENCY will mail the reimbursement to the PERFORMING AGENCY at the address listed in Section XII (NOTICE) herein. If the PERFORMING AGENCY wants the RECEIVING AGENCY to mail the reimbursement to another address, the PERFORMING AGENCY must notify the RECEIVING AGENCY in writing on the PERFORMING AGENCY'S letterhead.

Within 30 calendar days of RECEIVING AGENCY'S service of notice of overpayment or improper payment, PERFORMING AGENCY must return to RECEIVING AGENCY any money that was overpaid or otherwise improperly paid by RECEIVING AGENCY to PERFORMING AGENCY. PERFORMING AGENCY'S failure to comply with this requirement may result in legal action, termination of this contract and debarment from participation in this contract in future fiscal years. This paragraph survives the expiration or earlier termination of this contract.

RECEIVING AGENCY reserves the right to deduct the amount of any overpayment or improper payment from payments due to PERFORMING AGENCY in lieu of seeking the return of such overpayment or improper payment. If RECEIVING AGENCY deducts or offsets such overpayment or improper payment from payments due to PERFORMING AGENCY, the RECEIVING AGENCY will document such deduction or offset in writing to PERFORMING AGENCY.

VIII. TERMINATION

This Contract may be terminated by any of the following conditions:

1. By mutual agreement and assent of both Contracting Parties if in writing and signed by both Contracting Parties.
2. By either party upon service of written notice of termination upon the other party no later than thirty (30) days prior to the date of termination.
3. By expiration of this Contract under its own terms.
4. By depletion of the funds allocated to these Contracts by the RECEIVING AGENCY from the Fugitive Apprehension Account. Upon depletion of such funds, this contract automatically terminates without notice to the PERFORMING AGENCY.
5. By any of the following actions that render the services and/or goods and/or payment to be provided under this Contract impossible, unnecessary, void or substantially amended: legislative or regulatory change, revocation of statutory or regulatory authority, or lack of funds. In these instances, the RECEIVING AGENCY may terminate this agreement, without penalty to, or any liability whatsoever on the part of, the RECEIVING AGENCY or the State of Texas.

IX. AMENDMENTS

Unless otherwise specified, this Contract may be amended only by written instrument executed by both Contracting Parties.

X. SEVERABILITY

If a court finds any part of this Contract to be unenforceable for any reason, all other parts remain enforceable unless the result materially prejudices either party.

XI. SCOPE

This Contract embodies the entire agreement of the Contracting Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the parties regarding this Contract.

XII. NOTICE

Any notice provided for or permitted to be given under the terms of this Contract must be served by First Class United States Mail. Notice shall be deemed to have been served three days after the written notice is deposited in the United States Mail, properly addressed to the party to be notified, postage prepaid. Notice of Termination shall be made by United States certified mail, return receipt requested. For purposes of notice, the address of the parties shall be as follows:

For RECEIVING AGENCY:

Texas Department of Public Safety
Commander, Special Crimes Service
P. O. Box 4087
Austin, TX 78773-0421

For PERFORMING AGENCY:

CITY OF AUSTIN, AUSTIN POLICE DEPARTMENT
P.O. Box 1629
Austin, Texas 78767-0103
Attn: Sgt. N. McKenzie (Career Criminal Unit)

Copy to:

XIII. APPLICABLE LAW

This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations hereunder are expressly deemed performable in Travis County, Texas. Venue will be in Travis County, Texas. Any information obtained by either RECEIVING AGENCY or PERFORMING AGENCY in the course of their performance under this Contract is confidential and may not be released except as permitted by law.

XIV. LIABILITY

The Contracting Parties agree that each party to this Contract shall not be liable for the acts and/or omissions of another party, its employees or agents. Each party to this Contract shall be solely liable for the acts and/or omissions of its officers, employees, or agents. Each party represents that it is insured under a commercial insurance policy or self-insured policy for all claims falling within the Texas Tort Claims Act.

The RECEIVING AGENCY is associated with the PERFORMING AGENCY only for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder, PERFORMING AGENCY is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the RECEIVING AGENCY whatsoever with respect to the indebtedness, liabilities, and obligations of the PERFORMING AGENCY or any other party.

XV. AUTHORITY TO CONTRACT

The undersigned Contracting Parties do hereby certify that: (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of the State of Texas and the PERFORMING AGENCY; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; and (3) the services, supplies or materials contracted for are not required to be supplied under contract to the lowest responsible bidder by Article 16, Section 21 of the Texas Constitution.

PERFORMING AGENCY further certifies that it has the authority to enter into this Contract by the authority granted in TEX. GOV'T CODE §§ 791.001 et seq. and House Bill 1, General Appropriations Act, 78th Regular Session, Article 5, Pages V-43 through V-44, Section B.1.3. Strategy: Special Crimes .

RECEIVING AGENCY further certifies that it has the authority to enter into this Contract by the authority granted in TEX. GOV'T CODE §§ 791.001 et seq. and House Bill 1, General Appropriations Act, 78th Regular Session, Article 5, Pages V-43 through V-44, Section B.1.3. Strategy: Special Crimes .

XVI. REMEDIES

Unless otherwise specified, the rights and remedies contained in this Contract are not exclusive, but are cumulative of all rights and remedies that exist now or in the future. Neither party may terminate its duties under this Contract except in accordance with this Contract's provisions.

XVII. WAIVER

Any failure of either party at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of that party at any time to avail itself of same.

XVII. NON-ASSIGNMENT

Neither party may assign or transfer this Contract without the written consent of the other party.

XVII. AUDIT

The state auditor may conduct an audit or investigation of the PERFORMING AGENCY if the PERFORMING AGENCY receives funds from the RECEIVING AGENCY under this contract. By accepting funds under this contract, the PERFORMING AGENCY accepts the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with such funds.

WHEREFORE, the undersigned parties do hereby bind themselves by the signatures of the parties' designated representatives to the faithful performance of this contract. This contract is executed in multiple copies, each of which is considered a duplicate original.

City of Austin

Texas Department of Public Safety

By: Rudy Garza
Name

By: _____

Title: Acting Assistant City Manager

Title: _____

Date: _____

Date: _____

By: Stanley L. Knee
Name

Title: Chief of Police

Date: _____