



Grant
CITY OF AUSTIN
RECOMMENDATION FOR COUNCIL ACTION

AGENDA ITEM NO.: 19
AGENDA DATE: Thu 11/17/2005
PAGE: 1 of 2

SUBJECT: Approve an ordinance authorizing acceptance of \$6,000,000 in grant funds from the U S Department of Justice, Office of Community Oriented Policing Services (COPS), amending the Fiscal Year 2005-2006 Police Department Operating Budget Special Revenue Fund of Ordinance No 20050912-001 to appropriate a total of \$6,000,000 for the upgrade to the Austin/Travis County Regional Radio System operating software and purchase of radio system infrastructure for Williamson County

AMOUNT & SOURCE OF FUNDING: Funding is available from the Fiscal Year 2005-2006 COPS Interoperable Communications Technology Program for the grant period of September 1, 2005 to August 31, 2006 A cash match of \$2,000,000 is required, funding in the amount of \$150,000 is available in the Fiscal Year 2005-2006 Operating Budget of the Communications and Technology Management Department-Wireless Office, and funding in the amount \$1,850,000 is available from Williamson County

FISCAL NOTE: A fiscal note is attached

REQUESTING: Police
DEPARTMENT:

DIRECTOR'S
AUTHORIZATION: Robert Dahlstrom

FOR MORE INFORMATION CONTACT: Peter Collins, Chief Information Officer/974-2344

PRIOR COUNCIL ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

MBE / WBF: N/A

Approve an ordinance authorizing acceptance of \$6,000,000 in grant funds from the U S Department of Justice, Office of Community Oriented Policing Services (COPS), and amending the Fiscal Year 2005-2006 Police Department Operating Budget Special Revenue Fund of Ordinance No 20050912-001 to appropriate \$6,000,000 for the upgrade to the Austin/Travis County Regional Radio System operating software and purchase of radio system infrastructure for Williamson County

The COPS Interoperable Communications Technology program is designed to improve the effectiveness of public safety communication systems This grant will provide Austin/Travis County and Williamson County with equipment and technologies to increase voice interoperability among the fire service, law enforcement, and emergency medical service communities in these counties

The City of Austin and members of the Regional Radio System (RRS) provide leadership for a multi-jurisdictional Project 25 (P25) interoperable communications system CWICS is a public-safety system co-owned by Williamson County and the cities of Cedar Park, Georgetown, and Round Rock The City of Austin and Williamson County have overlapping jurisdictions, incompatible radio systems, and the need for direct interoperability This grant-funded project will build an integrated digital communications network for the CWICS by leveraging the existing investment of the Austin/Travis County RRS Of the



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\$8 million available for this project, \$600,000 will be used to upgrade the Austin/Travis County RRS operating software to improve functionality, remaining grant funds will be used to upgrade Williamson County radio system infrastructure to a new digital radio communication zone on the Austin/Travis County RRS. This will allow seamless digital voice radio communication between the two counties.

Austin, Travis County and the RRS partners have interlocal agreements in place that provide a cost sharing mechanism to fund their regional communication system as does CWICS for the Williamson County radio system. System ownership will remain with the respective agencies, and a new interlocal agreement between the City of Austin and Williamson County will be developed to document the financial and programmatic commitments under this new COPS funded initiative.

This grant addresses the Police Department goal of improving efficiency and effectiveness in order to provide information for daily operations, analysis and strategic planning, and to increase the likelihood of the successful prosecution of criminals. It also addresses the purpose of the CTM Wireless program by providing provide cost effective maintenance services in support of customer two-way radio communication and other vehicular equipment needs so CTM Wireless customers can experience reliable equipment operation.

ORDINANCE NO._____

**AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS
AND AMENDING THE FISCAL YEAR 2005-2006 POLICE DEPARTMENT
OPERATING BUDGET OF ORDINANCE NO. 20050912-001 TO APPROPRIATE
GRANT FUNDS.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. The Council authorizes the acceptance of \$6,000,000 in grant funds from the Department of Justice, Office of Community Oriented Policing Services (COPS)

PART 2. The Council amends the Fiscal Year 2005-2006 Police Department Special Revenue Fund Operating Budget of Ordinance No. 20050912-001 to appropriate \$6,000,000 for the upgrade to the Austin/Travis County Regional Radio System operating software and purchase of radio system infrastructure for Williamson County.

PART 3. This ordinance takes effect on _____, 2005

PASSED AND APPROVED

_____, 2005

22

Will Wynn
Mayor

APPROVED: _____
David Allan Smith
City Attorney

ATTEST: _____
Shirley A Brown
City Clerk

INTERLOCAL AGREEMENT

CITY OF DALLAS AND THE AUSTIN POLICE DEPARTMENT

STATE OF TEXAS

COUNTY OF DALLAS

This INTERLOCAL AGREEMENT is made and entered into by and between the City of Dallas hereinafter called "City" and the Austin Police Department, Texas, hereinafter called "Austin Police Department".

WITNESSETH

WHEREAS the Interlocal Cooperation Act (Chapter 791 Texas Government Code), provides authorization for any local government to contract with one or more local governments and with agencies of the State of Texas to perform governmental functions and services under the terms of this act; and

WHEREAS the Internet Crimes Against Children Task Force is a grant program funded under an award by the United States Department of Justice hereinafter called "DOJ" through their Office of Juvenile Justice and Delinquency Prevention hereinafter called "OJJDP" under the Federal Missing and Exploited Children's Program; and

WHEREAS, City and the Austin Police Department desire to enter into an agreement regarding the Dallas Internet Crimes Against Children Task Force; and

WHEREAS the City of Dallas, for its Police Department, has applied for and received from DOJ a grant to target child solicitation and child pornography over the Internet in the State of Texas, the grant period is from April 1, 2005 through September 30, 2006, and

WHEREAS the grant is entitled Internet Crimes Against Children hereinafter called "Project", and

WHEREAS, the Dallas Police Department has asked the Austin Police Department to participate in fulfilling the purpose of the grant.

NOW, THEREFORE, THIS INTERLOCAL AGREEMENT is hereby made and entered into by City and the Austin Police Department for the mutual consideration stated herein.

For the consideration hereinafter agreed to the Austin Police Department undertakes covenants and agrees to

- 1 Provide staff and resources to investigate Internet crimes against children within its jurisdiction so as to assist the Internet Crimes Against Children Grant Project in achieving its goals
- 2 Accept for investigation Cyberstups or other criminal case referrals as may be forwarded from the Dallas Police Department
- 3 On a quarterly basis provide the Dallas Police Department with a copy of its Internet Crimes Against Children Squad activity. This activity report will identify the number of cases assigned to the Squad, case clearance rate, number of arrests, number of criminal cases filed and whether those cases are filed in federal or state courts. This report will as well list the name of the persons filed on and what specific charge was filed
- 4 Maintain documentation of all overtime expenditures which are to be reimbursed by the Internet Crimes Against Children Grant. This documentation will include the name, rank, and identification number of the person earning the overtime, the date the overtime was worked, the number of hours worked, the exact payment amount to be charged to the Grant, the employee's hourly and overtime pay rate, and a brief explanation of the activity undertaken to earn the overtime. This overtime expenditure report must carry an original signature of an Austin Police Department supervisor and be supported by departmental payroll records which correspond to the overtime payments. This overtime report and support documentation will be submitted to the Dallas Police Department at the time reimbursement is requested
- 5 Maintain documentation of all travel and training expenditures which are to be reimbursed by the Internet Crimes Against Children Grant. This documentation will include the name, rank, and identification number of the person travelling or receiving training, the dates and location of travel or training, the exact payment amount to be charged to the Grant, and a brief explanation of the purpose of the travel or training. This expenditure report must carry an original signature of an Austin Police Department supervisor and be supported by receipts, invoices, or other appropriate documentation. This travel and training expenditure report and support documentation will be submitted to the Dallas Police Department at the time reimbursement is requested
- 6 Maintain an up-to-date itemized inventory list of all supplies, equipment, or services purchased by the Austin Police Department with funds from the Internet Crimes Against Children Grant. All entries on this list will include a brief description of the item or service, the purchase date, business where purchased, and cost. Inventory list entries of major hardware items such as computers, monitors, printers, FAX

machines, and the like must also include the brand name and model, serial number, the Austin Police Department's property inventory tag number assigned to the specific item, and the current physical location of the property. This inventory list must be supported by receipts, invoices, or other appropriate documentation. The inventory list and supporting documentation will be submitted to the Dallas Police Department at the time reimbursement is requested.

7. Allow the Internet Crimes Against Children Grant Manager or his designate to make one or more on-site visits for the purposes of assessing the City of Austin's compliance with the provisions of this Interlocal Agreement and the provisions of Circular A-133 issued by the United States Office of Management and Budget regarding audits of states, local governments, and non-profit organizations.
8. When requested, provide the Dallas Police Department with a copy of the City of Austin's most recent Single Audit Report and, if appropriate, a written statement describing any necessary corrective action identified in that Audit Report.

II

As consideration for the services contracted for herein, the City agrees to reimburse the Austin Police Department a sum not to exceed fifteen thousand dollars (\$15,000.00). This sum is to reimburse the Austin Police Department for expenses incurred for travel, training, overtime, and undercover expenses as deemed necessary and appropriate by the Austin Police Department for its operations to combat Internet crimes against children. The Austin Police Department may invoice the City for reimbursement of expenses under the terms of this agreement up to four times, but no reimbursement request will be accepted after September 10, 2006. Reimbursement for allowable expenses incurred shall be made by the Dallas Police Department to the Austin Police Department as quickly as possible after receipt of invoices detailing the expenses to be reimbursed. Reimbursement requests, with all supporting documentation, shall be mailed to:

Lt. C. L. Williams
Dallas Police Department
1400 South Lamar Street, Room 3N061
Dallas, Texas 75215-1815

III

During the performance of this Interlocal Agreement, the Austin Police Department agrees to the following:

1. It will, to the extent permitted by law, accept liability, under the Worker's Compensation Act, in the event personal injuries occur to their employee(s) while engaged in Project activities.

- 2 It shall to the extent permitted by law and during the entire time of participation, maintain sufficient insurance to cover its obligation and liability for its employee(s). This will include, but is not limited to, coverage of the employee and vehicle, while operating a vehicle, where applicable.
- 3 It may, in lieu of purchasing liability insurance, elect to be self-insured but will be responsible for all risks of loss and actual loss as specified herein.
- 4 Any and all equipment and supplies purchased with Grant funds by the Austin Police Department will remain property of the Austin Police Department.

IV

The term of this Agreement shall be from April 1, 2005 through September 30, 2006. This Agreement may be extended by mutual agreement of the parties hereto, or terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice.

V

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for City, to

Copy to

David M. Kunkle
Chief of Police
Dallas Police Department
1400 S. Lamar Street
Dallas, Texas 75215

Mary K. Suhm
City Manager
City of Dallas
City Hall, Room 4/E.N.
1500 Marilla Street
Dallas, Texas 75201

If intended for the
Austin Police Department to

Copy to:

Stanley Kuce
Chief of Police
Austin Police Department
P. O. Box 689601
Austin, Texas 78768

Toby Hammett Futrell
City Manager
City of Austin
P. O. Box 1088
Austin, Texas 78767

VI

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

VII.

In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

VIII

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and no other agreement, statement, or promise relating to the subject matter of this agreement, which is not contained herein shall be valid or binding.

EXECUTED this ____ day of _____, 2005, by the City of Dallas, by and through its duly authorized officials pursuant to City Council Resolution No. 05-2479, and by the Austin Police Department by and through its duly authorized officials. However, the effective date of this Agreement is April 1, 2005.

CITY OF AUSTIN

Loby Hammett Futrell, City Manager

CITY OF DALLAS

Mary K. Suhm, City Manager

By: _____
Assistant City Manager

By: _____
Charles W. Daniels
Assistant City Manager

Approved as to Form
David Smith
City Attorney

Approved as to Form
Thomas P. Perkins, Jr.
City Attorney

By: _____
Assistant City Attorney

By: _____
Assistant City Attorney