



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

**AGENDA ITEM NO.: 22
AGENDA DATE: Thu 04/28/2005
PAGE: 1 of 1**

SUBJECT: Authorize an Interlocal Agreement between the City of Austin and Travis County to reimburse the Travis County Sheriff's Office for overtime hours incurred working on potential human trafficking cases as part of the Austin/Travis County Human Trafficking Law Enforcement Task Force in an amount not to exceed \$40,000.

AMOUNT & SOURCE OF FUNDING: Funding is available from the City of Austin Austin Police Department Fiscal Year 2004-2005 Special Revenue Fund from the Bureau of Justice Assistance "Law Enforcement Response to Human Trafficking" grant program

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: January 13, 2005 grant acceptance.

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 Travis County to allow for reimbursement of overtime hours incurred by the Travis County Sheriff's Office working on potential human trafficking cases as part of the Austin/Travis County Human Trafficking Law Enforcement Task Force.

Under this agreement, the City agrees to and shall pay to the County funds not to exceed \$40,000 for the period March 1, 2005 through November 30, 2007 for the purpose of reimbursing the Travis County Sheriff's Office for overtime hours incurred working on potential human trafficking cases. Reimbursement of law enforcement overtime costs will be limited to cases being investigated by the Austin/Travis County Human Trafficking Law Enforcement Task Force. Overtime rate charged by the County will be consistent with the actual rate received by the officer assigned to the investigations.

The County agrees to make available a Deputy Sheriff to work jointly with law enforcement agencies in cooperation with the Office of the United States Attorney for the Western District of Texas in the investigation and prosecution of human trafficking cases. Funding for the overtime comes from the Bureau of Justice Assistance "Law Enforcement Response to Human Trafficking" grant program.

**INTERLOCAL AGREEMENT FOR THE AUSTIN/TRAVIS COUNTY
HUMAN TRAFFICKING LAW ENFORCEMENT TASK FORCE JOINT
INVESTIGATIVE PROJECT**

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 trafficking of human beings continues to threaten the lives of victims and harm the quality of life in the City of Austin and Travis County; and

WHEREAS, the Parties desire to address this problem by coordinating their investigative efforts towards identifying human trafficking victims and bringing the perpetrators to justice;

WHEREAS, the Parties recognize that the U.S. Department of Justice, Bureau of Justice Assistance Human Trafficking Task Force Initiative allows the City of Austin to serve as the fiscal agent for this grant funded program and supports the Austin/Travis County Human Trafficking Law Enforcement Task Force;

NOW, THEREFORE, the Parties agree as follows:

I

PAYMENT AND SERVICES

The City agrees to and shall pay to the County funds not to exceed \$40,000 for the period March 1, 2005 through November 30, 2007 for the purpose of reimbursing the Travis County Sheriff's Office for overtime hours incurred working on potential human trafficking cases. Reimbursement of law enforcement overtime costs will be limited to cases being investigated by the Austin/Travis County Human Trafficking Law Enforcement Task Force. Overtime rate charged by the County will be consistent with the actual rate received by the officer assigned to the investigations. The investigation of potential human trafficking cases must be consistent with current state and federal laws and guidelines.

The County agrees to and shall make available a Deputy Sheriff to work jointly with law enforcement agencies in cooperation with the Office of the United States Attorney for the

Western District of Texas in the investigation and prosecution of human trafficking cases.

It is the expectation of the parties that the Travis County Sheriff's Office will assign a Deputy Sheriff to represent the County on the Law Enforcement Task Force, and that changes in the County's participation will be discussed with the Task Force. 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 (November 30, 2007) 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 Department of Justice Human Trafficking Task Force Initiative grant funding. The City agrees to reimburse Travis County an amount not to exceed forty thousand dollars (\$40,000) in order to defray the actual hourly overtime cost 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. The City of Austin will reimburse Travis County the invoiced amount from grant funds received for the Project. All proper invoice received by the City will be paid within 30 days of the City's receipt of the deliverables or the invoice, whichever is later. Invoice is to be submitted to the Austin Police Department, P.O. Box 1629, Austin, TX 78767-1629.

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:	Greg Hamilton Travis County Sheriff P.O. Box Austin, Texas Fax:	Samuel T. 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

Greg Hamilton, Sheriff

Toby H. Futrell, City Manager

Date: _____

Date: _____

Samuel T. Biscoe, County Judge

Date: _____