



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

**AGENDA ITEM NO.: 14
AGENDA DATE: Thu 12/15/2005
PAGE: 1 of 2**

SUBJECT: Authorize an Interlocal Agreement between the City of Austin and the City of Dallas to allow the City of Austin to participate in the Internet Crimes Against Children Task Force and to receive up to \$15,000 in reimbursement costs associated with the investigation of Internet crimes against children.

AMOUNT & SOURCE OF FUNDING: Funding is available from the City of Dallas through the Department of Justice grant fund, Internet Crimes Against Children Task Force for the period April 1, 2005 through September 30, 2006.

FISCAL NOTE: A fiscal note is attached.

**REQUESTING Police
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION: Robert Dahlstrom**

FOR MORE INFORMATION CONTACT:

PRIOR COUNCIL ACTION: N/A

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 City of Dallas. The agreement enables the Austin Police Department to be reimbursed for up to \$15,000 in travel, training, overtime, and undercover expenses related to the investigation of Internet crimes against children. The Internet Crimes Against Children Task Force is a grant program funded under an award by the United States Department of Justice.

The contract for services is for the period April 1, 2005 through September 30, 2006. By participating in this program, the Austin Police Department agrees to continue to provide staff and resources to investigate Internet crimes against children and to maintain the necessary documentation to receive reimbursements from the program.

This project addresses the following APD Program Objective: The purpose of Centralized Investigations activity is to investigate and solve property and violent crimes 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 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 runs 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:

1.

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 Cybertips 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:

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

Copy to:

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:

Stanley Kuce
Chief of Police
Austin Police Department
P. O. Box 689001
Austin, Texas 78768

Copy to:

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

Tommy 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