

**INTERLOCAL COOPERATION AGREEMENT
FOR SUSTAINMENT FUNDING FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)**

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between the following parties: the City of Austin, Austin Independent School District through its Police Department, City of Georgetown through its Police Department, Hays County through its Sheriff's Office, City of Pflugerville through its Police Department, City of Round Rock through its Police Department, City of San Marcos through its Police Department, Travis County through its Sheriff's Office, University of Texas through its Police Department, and Williamson County through its Sheriff's Office (collectively referred to as the "Partner Agencies") for the purpose of establishing sustainment funding for the Austin Regional Intelligence Center (ARIC or Center).

RECITALS

The Austin Regional Intelligence Center (ARIC) is a collaborative effort of ten public safety agencies in Hays, Travis and Williamson Counties. ARIC Partner Agencies work together to provide resources, expertise, and information to the Center. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the ARIC Partner Agencies' governing bodies approved an Interlocal Cooperation Agreement that established and outlined the intent of the Partner Agencies to centralize efforts and co-locate (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin-Round Rock metropolitan area.

The Original ARIC Agreement assigns the primary responsibility for the operation of the ARIC to the City of Austin through its Police Department (APD). Further, the Original ARIC

Agreement assigns the City of Austin as the Fiscal Agent for grants provided in support of ARIC, and requires that it provide office space, equipment, and supplies in order to carry out the administrative operation of ARIC. This Agreement recognizes and continues those assignments of duties.

Authority for entering into this Agreement is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

A G R E E M E N T

1. Definitions.

A. Annual Assessment means the proportionate share of the Operating Costs stated in the Budget by all Partner Agencies determined in accordance with that Partner Agency's participation level determined as described in 2.A. and as detailed on Exhibit A of that Fiscal Year's approved Budget.

B. City means the City of Austin.

C. Operating Costs are all costs associated with direct purchase of goods and services, including but not limited to computer hardware, computer software, and hardware and software maintenance and replacement. Operating Costs also include technology enhancements necessary to improve the efficiency and effectiveness of ARIC.

D. Fiscal Year means the fiscal year adopted by the City. The Fiscal Year in effect as of the execution of this Agreement commences on October 1st of each year and ends the following September 30th.

E. Original ARIC Agreement means the Interlocal Agreement that established the ARIC in calendar year 2010.

F. Partner Agencies means the entities that are parties to the Original ARIC Agreement and that are parties to this Agreement.

G. All terms and definitions described in the Original ARIC Agreement have the same meaning in this Agreement and are fully incorporated in it.

2. Budget.

A. Proportional Cost Allocation. The annual Operating Costs shall be shared based on the participation levels of each Partner Agency. The Partner Agencies have identified the number of sworn personnel in each Partner Agency that are in positions that will use the services provided by this Agreement, as shown in Exhibit A (“Identified Positions”). The formula for the participation level for each Partner Agency is the approved Budget for Operating Costs divided by the total number of Identified Positions in all Partner Agencies. This per Identified Position contribution is multiplied by the number of Identified Positions in a Partner Agency. The Partner Agencies may modify the number of Identified Positions as needed each Fiscal Year. Each Partner Agency’s Annual Assessment includes amounts that may be held in reserve in anticipation of future hardware replacements. Costs that are incurred to benefit only one individual Partner Agency shall be paid only by the Partner Agency benefiting from such ARIC enhancements.

B. Annual Budget. The Director of ARIC shall prepare an annual budget on a Fiscal Year basis and submit this budget to the Operational Management Team. The Operational Management Team shall review and adjust the Budget, as needed, and then submit the Budget to the Executive Board. The Executive Board shall, no later than March 1st of each year, recommend that each Partner Agency approve the Budget and appropriate its Annual Assessment in its budget for its next fiscal year.

C. Budgeted Expenditures. After the Budget has been approved and funded by the Partner Agencies, the City is authorized to incur costs in accordance with the Budget. Any costs to be incurred in excess of the approved and funded Budget require additional budget approval and funding by all of the Partner Agencies, or re-allocation of existing funds by the Executive Board.

D. Funding Transfers to City. Once each Partner Agency appropriates its Annual Assessment in its annual budgetary process, the City shall provide timely and accurate invoices as described in this 2. D. under subsection a) to facilitate the transfer of funds by each Partner Agency to City. The City and the Partner Agencies shall each comply with the following procedures to facilitate payment by City to the ARIC vendors and contractors:

- a). Invoice for Annual Assessment. At least 30 days prior to the beginning of each Fiscal Year, the City shall send each Partner Agency an invoice for its Annual Assessment.
- b). Approval of Invoice Amount. Each Partner Agency must notify City in writing within 15 business days after receipt of the invoice for the Annual Assessment if its invoice does not correctly state its Annual Assessment.
- c). Payment Instructions. City must provide payment instructions to each Partner Agency for the transfer of Partner Agency funds to the City.
- d). Partner Agency Funds. Each Partner Agency must pay its Annual Assessment to the City no later than 60 calendar days after receipt of the invoice.

3. ARIC Fund.

- A. The City shall establish a separate fund for ARIC in its accounting records (“ARIC Fund”) that is dedicated to the administration of the ARIC. All funds received from Partner Agencies and other ARIC revenues, including income earned from investment of the ARIC Fund, shall be credited to the ARIC Fund. All ARIC obligations shall be debited from the ARIC Fund. The records for the ARIC Fund shall be maintained in compliance with generally accepted accounting principles.
- B. Investment Income. The ARIC Fund is invested by City in the same manner as City invests its excess funds. Any income earned on the funds invested from the ARIC Fund is credited to the ARIC Fund for the benefit of the ARIC, unless otherwise required by law. Any income earned in the current year will be retained and used to fund anticipated and unanticipated costs in subsequent years, as approved by the Operational Management Team and the Executive Board.
- C. Quarterly Statements. Within 30 days after the end of each quarter, City must provide quarterly statements showing the credits to and debits from the ARIC Fund, including any income earned, to each Partner Agency. The quarterly statements must include beginning and ending ARIC Fund balances. Statements for ‘year-end’ fund status must be provided as soon after year-end closeout as possible but in no event more than 45 days after the end of the Fiscal Year.

D. Payments. Subject to the availability of sufficient funds in the ARIC Fund, the City shall pay ARIC contractors and vendors in compliance with the Texas Prompt Payment Act.

E. Reports. The City shall provide each Partner Agency with a monthly report comparing the Budget with the actual expenses incurred in that month and in the current Fiscal Year to date. This report will be provided during the monthly Operational Management Team meeting.

4. Funding. The Partner Agencies specifically acknowledge that funding for each Partner Agency's Annual Assessment must go through that Partner Agency's normal budgeting process; and after approval by its governing body, is payable from current revenue available to each funding Partner Agency in compliance with 2. D.

5. Failure to Appropriate or Partial Funding. If any Partner Agency fails to appropriate its Annual Assessment by the first day of the Fiscal Year for which the Operating Budget is applicable ("Unfunded Party") or appropriates less than its Annual Assessment for any year, or if any Partner Agency fails to pay all of its Annual Assessment, ("Underfunding Party"), the other Partner Agencies, acting through the Executive Board, may take one or more of the following actions:

A. Suspension of Representation. Remove the Unfunded Party from the Operational Management Team and Executive Board, if applicable, and suspend the voting rights for the Unfunded Party.

B. Notice of Unfunding. Send the Unfunded Party a notice re-stating the amount due. Each Partner Agency acknowledges that its future right to participate in ARIC is dependent upon fully paying its Annual Assessment each year.

C. Budget Revision. Amend the Operating Budget by reducing costs and/or increasing the amounts paid by the other Partner Agencies if the Unfunded Party opts not to continue to participate.

6. Relationship of Parties and Liability. Nothing in this Agreement shall be deemed to create an employment relationship between any of the Partner Agencies. The Partner Agencies

do not waive and do intend to assert any available defenses and/or limitations on liability. No Partner Agency shall be considered to be an agent of any other Partner Agency. The Partner Agencies acknowledge that none of the parties has waived its sovereign immunity by entering into this Agreement.

7. Amendments.

A. This Agreement may be modified only by a writing properly executed by each of the Partner Agencies. Any representation or promise made after the execution of this Agreement and any modification or amendment of this Agreement shall NOT be binding on the Partner Agencies unless made in writing and properly executed by each of the Partner Agencies.

B. This Agreement may be amended to include one or more additional parties as Partner Agencies. A new Partner Agency must first be agreed upon by a majority of the Executive Board, with final approval by the Chair before an amendment is written. The governing body of the new Partner Agency and the governing body of each current Partner Agency governing body must sign the amendment to this agreement that adds the new Partner Agency and binds the new Partner Agency to all of the terms and conditions contained in this Agreement.

8. Term of Agreement.

A. Effective Date. This Agreement shall commence on the date of execution by the last of the parties to sign this Agreement. Once effective, the initial term of this Agreement shall terminate on the same date as the then current term of the Original ARIC Agreement.

B. Renewal Term(s). Subject to continued funding, this Agreement shall renew annually automatically, unless terminated as provided herein. Each additional renewal term shall terminate on the same date as the renewal term of the Original ARIC Agreement that begins on the date of the renewal term of this Agreement.

C. Termination. A party to this Agreement may terminate its involvement in this Agreement upon 60 days written notice to the other parties.

9. **Assignment.** A party to this Agreement may not assign or transfer its interests or obligations under this Agreement.

10. **Complete Agreement.** This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This agreement does not supersede or otherwise change the terms of the Original ARIC Agreement.

11. **Severability.** If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.

12. **Third Party Beneficiaries.** This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

13. **Miscellaneous.**

A. This Agreement is subject to the provisions of any agreement made between the parties to this Agreement and the United States Government relative to the expenditure of federal funds for the development of the ARIC.

B. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

14. **Notice.**

A. All notices sent pursuant to this Interlocal Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

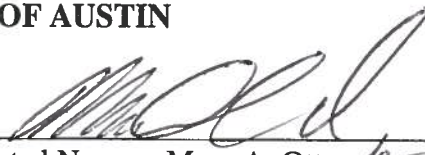
B. When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

C. Either party may change its address for notice under this Interlocal Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

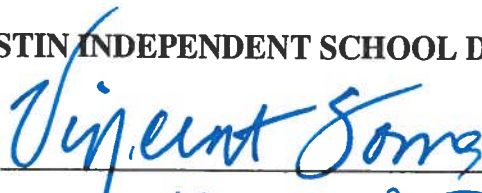
D. Notices sent to the parties pursuant to this Interlocal Agreement shall be delivered or sent to the addresses for notice stated in the Original ARIC Agreement unless that address has been changed in compliance with XX. C. of the Original ARIC Agreement and 14. C. of this Agreement

15. **Duplicate Originals.** This document may be executed in duplicate originals.

CITY OF AUSTIN

By:  Date: 10/5/12
Printed Name: Marc A. Ott
Title: City Manager

AUSTIN INDEPENDENT SCHOOL DISTRICT

By:  Date: 3/21/13
Printed Name: Vincent M. Torres
Title: Board President

APPROVED AS TO LEGAL FORM

 3/21/13

CITY OF GEORGETOWN

By:  Date: 1/22/13
Printed Name: Paul E. Brandenburg
Title: City Manager

HAYS COUNTY

By: Bert Cobb Date: 3/22/2013
Printed Name: BERT COBB, M.D.
Title: HAYS COUNTY JUDGE

CITY OF ROUND ROCK

By: Alan McGraw Date: 2.14.13
Printed Name: Alan McGraw
Title: Mayor

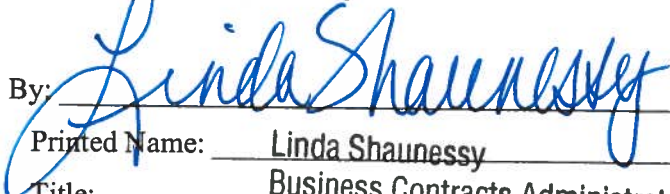
CITY OF SAN MARCOS

By: James R. Nuse Date: 4/22/2013
Printed Name: James R. Nuse, P.E.
Title: City Manager

TRAVIS COUNTY

By: Samuel T. Biscoe Date: 10.30.12
Printed Name: SAMUEL T. BISCOE
Title: COUNTY JUDGE

UNIVERSITY OF TEXAS

By:  Date: Dec. 19, 2012
Printed Name: Linda Shaunessy
Title: Business Contracts Administrator

WILLIAMSON COUNTY

By: _____ Date: _____
Printed Name: _____
Title: _____

CITY OF PFLUGERVILLE

By:  Date: 2/11/13
Printed Name: BRANDON WADE
Title: CITY MANAGER

Austin Regional Intelligence Proportional Cost for Partner Agencies

Fiscal Year 2012-2013

Exhibit A

DEPARTMENT	NUMBER of SWORN	FY2013 CONTRIBUTION
Austin PD	1,718	201,006
Travis County SO	850	99,450
Williamson County SO	222	25,974
Hays County SO	140	16,380
Round Rock PD	152	17,784
San Marcos PD	94	10,998
Pflugerville PD	80	9,360
Georgetown PD	78	9,126
Austin I.S.D. PD	67	7,839
University of Texas PD	66	7,722
AFD - Investigations	14	1,638
TOTAL	3,481	407,277
Contribution per Officer		117