



## Item 10

# Travis County Commissioners Court Agenda Request

**Meeting Date:** December 21, 2012

**Prepared By/Phone Number:** Vicki Skinner/854-9522

**Elected/Appointed Official/Dept. Head:** Rosemary Lehmborg, District Attorney

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on Interlocal Agreement for Downtown Business District Attorney with the City of Austin.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

The District Attorney's Office requests approval of the attached interlocal agreement with the City of Austin. This Interlocal Agreement for Downtown Business District Attorney continues the annual funding the District Attorney's Office has received from the City of Austin during the previous nine years. It provides \$20,000 for FY13 and, subject to the availability of funds, will automatically renew for one year unless terminated by either party by the delivery of a notice of termination at least sixty days prior to the renewal date.

Since January, 2002 an assistant district attorney (ADA) has been dedicated to working on cases relating to violent crime, career criminals, narcotics and nuisance abatement matters in Austin's Downtown Business District. This ADA works closely with the Austin Police Department, the Downtown Austin Alliance and the downtown community to eliminate the illegal activity of known criminals, activities related to the sale and distribution of narcotics, firearm violations, nuisance activities from downtown properties and other serious criminal offenses that endanger citizens and harm the quality of life downtown.

The City of Austin interlocal and the donations from the Downtown Austin Alliance have allowed the District Attorney's Office to continue dedicating an ADA to this program. The funds are used to hire temporary staff to assist in covering responsibilities so that an ADA can be assigned to the Downtown Business District.

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

We appreciate receiving funding from the City of Austin's Police Department and look forward to the continued success of this community-based, multi-organizational approach to eliminating crime in the Downtown Business District.

**STAFF RECOMMENDATIONS:**

The staff recommends approval.

**ISSUES AND OPPORTUNITIES:**

N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:**

The Auditor's Office and the Planning and Budget Office included the revenue and budget for this interlocal in the FY2013 budget.

**REQUIRED AUTHORIZATIONS:**

Jim Connolly, Assistant County Attorney – 854-9415

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## Rosemary Lehmborg ★ Travis County District Attorney

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

### MEMORANDUM

**TO:** Travis County Judge and Commissioners  
**FROM:** Vicki Skinner, District Attorney's Office  
**DATE:** December 14, 2012  
**SUBJECT:** Interlocal Agreement for Downtown Business District Attorney

The District Attorney's Office requests approval of the attached interlocal agreement with the City of Austin. This Interlocal Agreement for Downtown Business District Attorney continues the annual funding the District Attorney's Office has received from the City of Austin during the previous nine years. It provides \$20,000 for FY13 and, subject to the availability of funds, will automatically renew for one year unless terminated by either party by the delivery of a notice of termination at least sixty days prior to the renewal date.

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We appreciate receiving funding from the City of Austin's Police Department and look forward to the continued success of this community-based, multi-organizational approach to eliminating crime in the Downtown Business District.

cc: Jim Connolly, County Attorney's Office  
Katie Petersen Gipson, Planning and Budget Office  
David Jungerman, Auditor's Office

**INTERLOCAL AGREEMENT FOR**  
**DOWNTOWN BUSINESS DISTRICT ATTORNEY**

**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 violent crimes, drug offenses, firearm violations, and other serious criminal offenses continue to endanger citizens and to harm the quality of life in the Downtown Business District; and

WHEREAS, the Parties desire to address this problem by coordinating their efforts toward reducing violent crime, including the active prosecution of cases involving career criminals, major narcotics, and civil nuisance abatement;

NOW, THEREFORE, the Parties agree as follows:

**I.**

**PAYMENT AND SERVICES**

The City agrees to and shall pay to the County funds in the amount of \$20,000 annually, for the period October 1, 2012 through September 30, 2013, for one Assistant District Attorney position, which is to be devoted to handling criminal matters in the Downtown Business District.

The County agrees to and shall employ an Assistant District Attorney to work primarily on crimes of violence, career criminal, narcotics and nuisance abatement matters in cooperation with the City and its Police Department. The Assistant District Attorney designated as the Downtown Business District Attorney shall provide services designed to eliminate the illegal activity of known criminals; eliminate activities related to the sale and distribution of narcotics; and eliminate nuisance activities from properties within the City in accordance with applicable laws. The Attorney's services also include advising officers of the Austin Police Department on legal matters associated with defining and preparing a prosecutable case.

It is the expectation of the parties that one individual will be assigned to the position of Downtown Business District Attorney, and that changes in that assignment will be discussed between the Chief of Police and the District Attorney's Office prior to such a change. 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 is effective on October 1, 2012, and will terminate on September 30, 2013, whereupon subject to the availability of funding, the Agreement shall automatically renew for one year, unless terminated by either party by the delivery of a notice of termination at least sixty days prior to any renewal 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. Upon termination, County will, within thirty (30) days from date of termination, return to the City the pro rata share of payments for services to have been provided under this Agreement, from the date of termination to the end of the current year's term.

**VI.**

**PAYMENTS**

City will reimburse the County on a quarterly basis (quarters ending June 30, September 30, December 31, and March 31). County will seek reimbursement from City by presenting its invoice to City's designated personnel. The invoice must include evidence of employment of the Downtown Business District Attorney. City will promptly reimburse County the invoiced amount from current funds and will not be obligated to pay any additional monies beyond the agreed consideration. All proper invoices received by the City will be paid within 30 days of the City's receipt of the invoice. All invoices will be submitted via email to APD:

Purchasing at [Alberto.Banda@austintexas.gov](mailto:Alberto.Banda@austintexas.gov);

Finance/Budget at [Aphra.Delgado@austintexas.gov](mailto:Aphra.Delgado@austintexas.gov) and [APDBudget@austintexas.gov](mailto:APDBudget@austintexas.gov);

and Grants Management at [COAgrants@austintexas.gov](mailto:COAgrants@austintexas.gov).

**VII.**

**NOTICE**

Any notice given hereunder by any party to the other party shall be in writing and may be affected 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:	Art Acevedo Chief of Police Austin Police Department 715 East 8 <sup>th</sup> Street Austin, Texas 78701 Fax: 974-6611	Marc A. Ott City Manager P.O. Box 1088 Austin, Texas 78767 Fax: 974-2833
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Travis County:	Rosemary Lehmborg District Attorney 509 West 11th Street Austin, Texas 78701 Fax: 854-9695	Sam Biscoe Travis County Judge 314 West 11th St., #520 Austin, Texas 78701 Fax: 854-9535
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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

\_\_\_\_\_  
Sam Biscoe, County Judge

  
\_\_\_\_\_  
Marc A. Ott, City Manager

Date: \_\_\_\_\_

Date: 12.6.12

## Downtown Neighborhood District Attorney Initiative Travis County District Attorney's Office

Update  
August 30<sup>th</sup>, 2012

*"Community prosecution focuses on targeted areas that involve a long-term, proactive partnership among the prosecutor's office, law enforcement, the community and public and private organizations, whereby the authority of the prosecutor's office is used to solve problems, improve public safety and enhance the quality of life."*

American Prosecutors Research Institute

### History/Goals of the Downtown Neighborhood DA Initiative:

The Travis County District Attorney's (TCDA) Downtown Neighborhood District Attorney Initiative (Downtown NDA) began in January 2002 with a Community Prosecution Leadership grant through the U.S. Department of Justice's Bureau of Justice Assistance. The goals of the project include to:

- Enhance the quality of life;
- Reduce crime;
- Enhance criminal justice processes;
- Partner with community stakeholders; and
- Enhance offender reentry processes in the downtown community.

The role of the Downtown NDA includes activities such as:

- developing opportunities to create partnerships with criminal justice and community stakeholders that will lead to enhancing the safety and quality of life downtown;
- providing assistance in development of effective investigative and search and arrest processes that lead to court-ready cases being filed;
- working with key stakeholders on development of strategies that impact safety and quality of life downtown; and
- serving as a link to trial courts to effectively communicate issues to prosecutors that impact the downtown community and leads to effective dispositions of cases.

Since 2003, the Downtown NDA program has been a public-private collaboration that includes funding from Travis County, City of Austin and the Downtown Austin Alliance. The donations from the Downtown Austin Alliance and the funding provided through an interlocal agreement with the City of Austin have allowed the District Attorney's Office to continue dedicating an Assistant District Attorney (ADA) to this cooperative program. The donations and interlocal funds are used to hire temporary staff to assist in covering the other responsibilities of the ADA position.

In February of 2010, Travis County Assistant District Attorney Jason English was assigned as the Downtown Neighborhood District Attorney. Other key TCDA staff that participate in various programs and initiatives connected to the Downtown NDA program include: John Neal (TCDA First Assistant District Attorney), Dayna Blazey (Director of TCDA Strategic Prosecution Division), Buddy Meyer (Director of TCDA Trial Bureau), Robert Smith (Director of TCDA Courts Division) and Darla Gay (TCDA Planning Manager for Community Justice Programs).



## **Downtown Crime Trends:**

The geographical area covered by the Downtown NDA is the Austin Police Department's Downtown Area Command. In January of 2011, the Austin Police Department readjusted/reorganized their police sector boundaries and the boundaries for the Downtown Area Command policing sector (George Sector) were changed. The new boundary lines are: **South**—Town Lake, **North**—12<sup>th</sup> Street (west of IH 35) and 11<sup>th</sup> Street (east of IH 35), **West**—Lamar Blvd, and **East**—Chicon). As of August 9, 2012, the Austin Police Department reported:

- **City-wide:**
  - Violent crime is down 3% from last year, and property crime is up 1%.
- **George Sector:**
  - Violent crime is up 13% from last year, and property crime is up 5%.

## **Downtown NDA Highlighted Initiatives FY2012 as of 08-30-12:**

During FY 2012, there were several key initiatives that were launched or continued within the Downtown NDA program, the most notable is the initiative for downtown:

### **Downtown Crime Initiative (May 2011-Aug. 2012)**

**Goal:** To improve the quality of life, enjoyment and safety of residents, businesses and visitors to the downtown entertainment area by reduction of drug, violent and public disorder crimes by coordinated, enhanced enforcement, prosecution and communication between the Austin Police Department (APD), Travis County District Attorney's office (TCDA) and residents, businesses and visitors to the area.

#### **Activities:**

- Created program/screening criteria:
  - Targeted Felony Offenses: Over 60 felony offenses are included in a list of target cases including offenses related to Part I violent crimes and property crimes as well as Part II offenses including narcotic, prostitution, and weapons-related offenses. In addition the targeted offenses include resisting/evading arrest, retaliation as well as those dealing with tampering with evidence.
  - Geographic Area of Offense: **North**—10<sup>th</sup> Street, **South**—Cesar Chavez, **East**—Comal Street, and **West**--North Lamar to Comal Street
  - TCDA NDA will review offense reports referred to our office and make appropriate punishment recommendations on cases (and the NDA may adopt specific cases for personal prosecution).
  - Felony drug offenses to be included in special prosecution initiative will be reviewed by APD and the NDA and factors to be taken in consideration for

inclusion in the program include: prior arrest and criminal history, connection to drug dealing, occurrence on street in drug dealing area, quantity of drug, and whether the defendant is a known offender in downtown area.

- Held five planning meetings and with key stakeholders.
- Engaged partners in development of the program including: Austin Police Department, Crime Records Unit of Austin Police Department, Travis County DA's Trial Court Division and Records Division.
- Developed process for tracking cases within the DA's Office in order to monitor outcomes and assess dispositions.

### **Results/Impact (May 16<sup>th</sup>, 2011- August 21, 2012):**

- A total of 666 cases have been reviewed and 414 cases accepted for the program.
- 252 cases of the reviewed were rejected for the program with 60% of those cases not meeting criteria for inclusion and 25% for not being within the target area.
- 242 cases have been disposed as of August 21, 2012:
  - 20% resulted in a sentence to TDCJ-Prison and 27% to TDCJ-State Jail facility (47% to TDCJ total).
  - 23% resulted in a sentence to Community Supervision, with 12% sentenced to the County Jail and dismissing 12% either outright or pursuant to a plea bargain on another case.

### **News Articles Relating to Downtown District Attorney Initiative— Oct. 2011-August 2012:**

December 28<sup>th</sup>, 2011:

#### **New program targets repeat offenders downtown**

**With downtown becoming more residential, prosecutors, neighbors and police team up to reduce crime.**

[http://www.statesman.com/news/local/new-program-targets-repeat-offenders-downtown-2064212.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/new-program-targets-repeat-offenders-downtown-2064212.html?cxtype=rss_ece_frontpage)

March 30<sup>th</sup>, 2012:

#### **East Austin neighborhoods want downtown-style safety measures**

[http://www.statesman.com/news/local/east-austin-neighborhoods-want-downtown-style-safety-measures-2273101.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/east-austin-neighborhoods-want-downtown-style-safety-measures-2273101.html?cxtype=rss_ece_frontpage)

August 18<sup>th</sup>, 2012:

#### **Anti-drug program — successful in other cities — facing doubters in East Austin**

[http://www.statesman.com/news/local/anti-drug-program-successful-in-other-cities-facing-2438000.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/anti-drug-program-successful-in-other-cities-facing-2438000.html?cxtype=rss_ece_frontpage)

July 12<sup>th</sup>, 2012:

#### **Working 'The Corner': Neighbors and officials plan one more effort to save the neighborhood around 12th and Chicon**

<http://www.austinchronicle.com/news/2012-07-13/working-the-corner/print/>

August 20<sup>th</sup>, 2012:

#### **WWGD?: APD and TCDA to Pursue Innovative Approach to Drug Enforcement in East Austin**

<http://gritsforbreakfast.blogspot.com/2012/08/wwgd-apd-and-tcda-to-pursue-innovative.html>

November 9<sup>th</sup>, 2011:

**Accused tire slasher gets 10 years in prison**

[http://www.statesman.com/news/local/accused-tire-slasher-gets-10-years-in-prison-1959888.html?cxtype=rss\\_ece\\_frontpage](http://www.statesman.com/news/local/accused-tire-slasher-gets-10-years-in-prison-1959888.html?cxtype=rss_ece_frontpage)

For additional information about the Travis County District Attorney's Office  
Downtown Neighborhood District Attorney Program:

**Jason English**  
**[Jason.english@co.travis.tx.us](mailto:Jason.english@co.travis.tx.us)**  
**512-974-5257**