

INTERLOCAL AGREEMENT

Internet Crimes Against Children Task Force Programs

STATE OF TEXAS §

§

COUNTY OF HARRIS §

This Interlocal Agreement, hereinafter referred to as the “**Agreement**”, is entered into by and between the **City of Houston**, a Home Rule City of the State of Texas, situated in Harris County, Texas, a political subdivision of the State of Texas, acting by and through its governing body, the City Council, hereinafter referred to as the “**City**”, and **Fort Bend County, Texas**, (“**Fort Bend County**”) a body corporate and politic, acting by and through its Commissioners Court, on behalf of the Fort Bend County Sheriff’s Office hereinafter referred to as the “**FBCSO**”, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

RECITALS:

1. The **City**, through the Houston Police Department, hereinafter referred to as the “**HPD**”, has applied for a Grant from the **Trusted Programs** within the Office of the Governor for the purpose of preventing and stopping internet crimes against children (“**Grant program**”). Priority shall be given to supporting the activities of qualifying **INTERNET CRIMES AGAINST CHILDREN TASK FORCES** recognized by the U.S. Department of Justice, hereinafter referred to as the “**ICAC**”.

The **City** has agreed to contribute a total of \$93,575.00 in reimbursement funds for a portion of the salary and benefits for one Investigator/Detective (70% not exceeding

\$70,623.00 for the 12 month period beginning March 1, 2017 until February 28, 2018) plus lease car, fuel, overtime, training and equipment. **Fort Bend County, Texas** has agreed to contribute the remaining 30% of the salary and benefits for the Investigator/Detective (based on the hours and benefits listed in Exhibit “A”, of this Agreement).

2. The target geographic area of such **Grant** program is the Houston Metropolitan Area, which includes incorporated as well as unincorporated areas of Harris County, Texas; and all areas of Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery, and Waller Counties.
3. The **Grant** funds received by **City**, in part, will be expended to pay the salary, fringe benefits, overtime, retirement/pension, travel, insurance costs, lease car, fuel (“Personnel Expenses”), Training and (“Equipment” or “Property”). Equipment or Property may include a laptop computer, monitor, printer and/or external hard drive for a **FBCSO** Investigator/Detective, hereinafter referred to as “**Investigator/Detective**” to work with the City and other law enforcement officials to provide a link to the current cases of internet crimes against children and to assist in investigations connected with **Grant** program enforcement with jurisdictional issues.
4. The **City** and **Fort Bend County** believe it is in their best interests to enter into this **Agreement**, to carry out the **Grant** program. Should the **Grant** be terminated or not renewed by the **Trusted Programs** for any reason, the **City** and **Fort Bend County** agree to terminate this **Agreement**, on the date the **Grant** is terminated by the **Trusted Programs**.
5. The **City** and the **Fort Bend County** agree to abide by all pertinent federal, state and local laws and regulations.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I
PURPOSE

- 1.01** The purpose of this **Agreement** is to provide for services of an **Investigator/Detective** to work with the **City** and other law enforcement officials to assist in the apprehension and prosecution of child exploitation, and serve as a liaison between the City and other Detectives and law enforcement agencies that become involved in on-going investigations as a result of the **Grant** program's enforcement efforts.

ARTICLE II
TERM

- 2.01** The term of this **Agreement** is to commence on **March 1, 2017**, provided **Grant** funds are available and terminate on the **Grant** expiration date, or on the termination date of any extension thereof granted by the **Trusted Programs** within the Office of the Governor, hereinafter referred to as the "*Trusted Programs*", or **February 28, 2018**, whichever is later. In the event **Trusted Programs Grant** funding is available for the purpose of this **Agreement** after the expiration date the **HPD** Police Chief ("Chief") is authorized to extend this Agreement by written letter to the **Fort Bend County Sheriff** for one year at a time for up to four additional years. The **Fort Bend County Sheriff** is authorized to accept the extension by signing the Extension Letter from the HPD Chief and returning a signed copy of the Extension Letter to HPD Chief.
- 2.02** The **City** and **Fort Bend County** acknowledge that the **City** must apply each year for a continuation of this **Grant** and that the **Grant** can be discontinued at any time by the **Trusted Programs**. Should the **Grant** be terminated or not renewed by the **Trusted**

Programs for any reason, the **City** and **Fort Bend County** agree to terminate this **Agreement**, on the date the **Grant** is terminated by the **Trusted Programs**.

- 2.03** Either party may terminate this Agreement by giving 30 days prior written notice of termination to the other party.

ARTICLE III **CONSIDERATION**

- 3.01** **Fort Bend County** will be paid on the basis of itemized monthly invoices submitted by **Fort Bend County** and approved by the **City** showing the actual services performed in addition to costs for Personnel Expenses, Training and Equipment or Property. The **City** shall make payment to **Fort Bend County** within thirty (30) days of the receipt by the **City** of such invoices. If any items in any invoices submitted by **Fort Bend County** are disputed by the **City** for any reason, including lack of supporting documentation, the **City** shall temporarily delete the disputed item and pay the remaining amount of the invoice. The **City** shall promptly notify **Fort Bend County** of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, **Fort Bend County** shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The decision of the **City** regarding all disputes involving **Fort Bend County** invoices shall be final.

- 3.02** The **City** and **Fort Bend County** acknowledge that during the term of this **Agreement** the amounts provided in **Exhibit "A"** may change as the **City's** application for renewal of **Grant** funding in future years is reviewed by the **Trusted Programs**. It is further understood and agreed that any application for additional **Grant** funds over and above those amounts shown in **Exhibit "A"**, shall first be approved by the **City** and will be in accordance with the effective GRANT APPLICATION AND ADMINISTRATION

GUIDELINES, of **Trusted Programs**. In the event this Agreement is extended the HPD Chief and the Fort Bend County Sheriff are authorized to approve changes to Exhibit “A” provided the changes do not exceed the **Grant** funds.

ARTICLE IV **SCOPE OF SERVICES**

4.01 The **FBCSO** agrees that the **Investigator/Detective** will perform those services described in **Exhibit “B”**, attached hereto and incorporated herein for all intents and purposes.

4.02 The **FBCSO** warrants that:

- (a) Services performed by the **Investigator/Detective** assigned by the **FBCSO** to the **Grant** program and any Equipment or property acquired for the **Investigator/Detective’s** use under this or any prior agreement between the **City** and the **FBCSO** pertaining to the **Grant**, hereinafter referred to as the “**Equipment or Property**” are directly and exclusively devoted to the **Grant** program and that the amounts paid for Personnel Expenses and Training are not in excess of the **FBCSO’s** actual cost of same.
- (b) The **Investigator/Detective** is not receiving dual compensation from the **FBCSO** and the **City** for the same services performed under the terms of this **Agreement**.
- (c) It will cooperate with the **Trusted Programs**, its agents, representatives, and employees, and any other State of Texas agency in regard to any audit, investigation or inquiry concerning the **Grant**.
- (d) The **Investigator/Detective** assigned to work with City of Houston and other law enforcement officers shall at all times, remain a **FBCSO** employee. Such **Investigator/Detective** shall be subject to all applicable **FBCSO** rules, regulations

and procedures. Such **Investigator/Detective** shall be subject to **FBCSO** orders and training.

- (e) Nothing in this **Agreement** shall constitute an exception from, waiver of or other basis upon which the **Investigator/Detective** is permitted to fail to, fully and promptly comply with all **FBCSO** rules, regulations, procedures and other operating policies.

4.03 The **FBCSO** agrees to comply with the Trusted Programs' rules, regulations, policies, guidelines and requirements of the GRANT APPLICATION AND ADMINISTRATION GUIDELINES.

ARTICLE V **OWNERSHIP OF EQUIPMENT OR PROPERTY**

5.01 Upon termination of this **Agreement**, ownership of the Equipment or Property and other non-expendable items will revert to the City of Houston Police Department, subject to the approval of the **Trusted Programs**.

ARTICLE VI **INFORMATION/DATA**

6.01 The **FBCSO** shall keep all materials prepared hereunder and all **City** data it receives in strictest confidence excluding those documents and records filed in the Courts. The **FBCSO** shall not divulge such information except as approved in writing by the **City** or as otherwise required by law.

6.02 The **FBCSO**, except as otherwise required by law, shall make no announcement or release of information concerning this **Agreement** until such release has been submitted to and approved in writing by the **City** and the **Trusted Programs**. When issuing statements, press releases, producing printed materials, audio visuals and other documents describing

or related to the **Grant** program, such material shall clearly state that funding was provided by the **HPD** through a **Grant** from the **Trusted Programs**. Any such publicity shall be in a form approved by the **Trusted Programs**, the **City** and in accordance with State law.

6.03 The **City** shall have the right to perform, or cause to be performed, (1) audits of the books and records of the **FBCSO** pertaining to the **FBCSO's** performance under this **Agreement**, and (2) inspections of all places where work is undertaken in connection with this **Agreement**. The **FBCSO** shall be required to keep such books and records available for such purpose for at least four (4) years after ceasing its performance under this **Agreement** and to insure the availability, usability and safety of such records. The location of such records shall be disclosed to the **City** upon request. The location of such records shall not affect the time for bringing a cause of action, nor the applicable statute of limitations.

6.04 The **FBCSO** agrees to make all data, reports, records, books, paper, documents and all other information in any form, electronically produced or otherwise, that are prepared, collected or assembled for and during performance of this **Agreement**, concerning, derived from or as a result of the **Grant**, available to the **City** and the **City Controller**, through any authorized representative, within a reasonable time upon request.

ARTICLE VII

INSURANCE AND LIABILITY

7.01 The **City** and **Fort Bend County** are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann., which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of the **City** and **Fort Bend County**. Each party to this

Agreement represents that it is insured under a commercial insurance policy or self-insured for all claims falling within the Texas Tort Claims Act.

- 7.02** Each party to this **Agreement** agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers, to the extent permitted by Texas Law.

ARTICLE VIII **COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

- 8.01** To the extent required by law, the **FBCSO** shall comply with all applicable laws, standards, orders and regulations regarding equal employment which are applicable to the **FBCSO's** performance of this **Agreement**, including Rules of Practice for Administrative Proceeding to Enforce Equal Opportunity under Executive Order No. 11246, title 41, subtitle B, Chapter 60, part 60-30, which are incorporated herein by reference.

ARTICLE IX **WRITTEN AMENDMENTS**

- 9.01** Unless otherwise specified, this Agreement may be amended only by written instrument executed on behalf of the **City** and **Fort Bend County** (by authority of ordinances or Commissioners Court Order adopted by the respective City Council and Commissioners Court).

ARTICLE X **LEGAL CONSTRUCTIONS**

- 10.01** 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.

ARTICLE XI **ENTIRE AGREEMENT**

11.01 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.

ARTICLE XII **LIABILITY**

12.01 Each party to this agreement shall be responsible for its own acts of negligence. Where any injury or property damage results from the joint or concurring negligence of the parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this agreement; nor shall any provisions in this agreement be deemed a waiver of any defenses available by law.

12.02 Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either Party.

12.03 The Parties agree that no provision of this Agreement extends the other's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

12.03 12.04 Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by either Party

ARTICLE XIII
NOTICES

13.01 Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested, as follows:

Houston Police Department
1200 Travis
Houston, Texas 77002
Sgt. Luis Menendez-Sierra

Fort Bend County Sheriff's Office
1410 Williams Way Road
Richmond, TX 77469
Attn: Robin McGuire

ARTICLE XIV
ASSURANCES

14.01 By signing below, **Fort Bend County** makes the certifications and assurances as required in **Exhibit "C" Assurances**.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, ON THE DATE COUNTERSIGNED.

CITY OF HOUSTON, TEXAS

ATTEST/SEAL:

APPROVED:

Anna Russell, City Secretary

Sylvester Turner, Mayor

APPROVED:

COUNTERSIGNED BY:

Art Acevedo,
Houston Police Chief

Chris Brown, City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:
By City Controller

Senior Assistant City Attorney
L. D. No. 0621700142001

Date

FORT BEND COUNTY

ATTEST/SEAL:

APPROVED:

Laura Richard, County Clerk

Robert E. Hebert, County Judge

APPROVED AS TO FORM:

APPROVED:

Michelle T. Rangel
Assistant Fort Bend County Attorney

Troy E. Nehls
Fort Bend County Sheriff

EXHIBIT "A"

FORT BEND COUNTY SHERIFF'S OFFICE

(1) Investigator/Detective from the Fort Bend County Sheriff's Office (for the period beginning March 1, 2017 until February 28, 2018)

(Salary and benefits funded at 70% grant / 30% FBCSO based upon \$74,070.00 salary and \$26,820.00 benefits = \$100,890.00 (+/-) 70% of \$100,890.00 = \$70,623.00 / 12 months = \$5,885.00 per month x 12 months = \$70,623.00)

Salary/Benefits	\$70,623.00
Lease Car @ \$696 per month x 12months	\$8,352.00
Fuel @ \$300 per month x 12 months	\$3,600.00
Overtime estimated @ \$500 per month x 12 months	\$6,000.00
Lump sum for training (registration, lodging, airfare, etc.)	\$2,500.00
Lump sum for equipment (computer, hard drives, etc.)	\$2,500.00
Total	\$93,575.00

EXHIBIT “B”

Scope of Services

FORT BEND COUNTY SHERIFF’S OFFICE INVESTIGATOR/DETECTIVE (1)

This FBCSO Investigator/Detective will work with the members of this grant serving as a liaison between members of this unit, FORT BEND COUNTY, TEXAS and other local, state and federal law enforcement agencies. This Investigator/Detective will actively participate in investigations conducted by members of this grant that overlap local law enforcement’s jurisdictional lines in the State of Texas. This Investigator/Detective will assist local law enforcement officers in investigating child exploitation crimes that involve the use of the internet.

EXHIBIT “C”

ASSURANCES

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances.
If such is the case, you will be notified

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application,
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended. (42.1). S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office, and Treatment Act of 1972 (P,L, 92-255), as amended, relating to nondiscrimination on the, basis of drug-abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation. Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 at seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the • Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205),
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

HOUSTON INTERNET CRIMES AGAINST CHILDREN

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Trusted Programs within the office of the Governor, that all the information presented is correct, and that the applicant will comply with the rules of the Houston Internet Crimes Against Children and all other applicable federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, or other document under which funds are to be disbursed, the undersigned shall assure that the foregoing assurances above apply to all recipients of assistance.

FORT BEND COUNTY Authorized Official

Date

HOUSTON INTERNET CRIMES AGAINST CHILDREN

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Programs within the office of the Governor, that all the information presented is correct, and that the applicant will comply with the rules of the Houston Internet Crimes Against Children and all other applicable federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the foregoing assurances above apply to all recipients of assistance.

Sylvester Turner, Mayor
City of Houston

Date