INTERLOCAL AGREEMENT

Human Trafficking Rescue Alliance Task Force

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 Texas Home Rule City of the State of Texas, principally situated in Fort Bend County, Texas, acting by and through its governing body, the City Council, hereinafter referred to as the "City", and Fort Bend County Texas, a body corporate and politic, acting by and through its Commissioners Court, hereinafter referred to as "Fort Bend County", and acting for the Fort Bend District Attorney's Office, hereinafter referred to as "Fort Bend County District Attorney", pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

RECITALS

- 1. The City, through the Houston Police Department, hereinafter referred to as "HPD", has received a grant from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Victims of Crime, and Bureau of Justice Assistance, hereinafter referred to as "OJP", in the amount of \$900,000.00 and entitled, "ENHANCED COLLABORATIVE MODEL TO COMBAT HUMAN TRAFFICKING: ENHANCEMENT OF ESTABLISHED HUMAN TRAFFICKING TASK FORCES", hereinafter referred to as the "HUMAN TRAFFICKING GRANT".
- 2. The target geographic area of the **Human Trafficking Grant** program is the Houston Metropolitan Area, which includes incorporated as well as unincorporated areas of Fort Bend County, Texas; and all areas of Brazoria, Chambers, Harris, Galveston, Liberty, Fort Bend, and Waller Counties.
- 3. The Human Trafficking Grant funds, in part, will be expended to pay the overtime costs of a Fort Bend County Investigator, hereinafter referred to as "Investigator",

- to work with the City and other law enforcement officials to provide a link to the current cases of human trafficking and to assist in investigations connected with the **Human Trafficking Grant** program enforcement with jurisdictional issues.
- 4. Services rendered prior to the award (Pre-Award costs) may be paid as Pre-Contract Services as set out in Section 3.01 of this Agreement and as authorized, pursuant to Section 33, Pre-award costs of the *Uniform Grant Management Standards* promulgated by the Office of the Texas Comptroller of Public Accounts which provides that if the costs were "directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the awarding agency."
- 5. The City and Fort Bend County believe it is in their best interests to enter into this Agreement, to carry out the Human Trafficking Grant program.
- **6.** The **City** and **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 the service of an **Investigator** to work with the **City** and other law enforcement officials to assist in the identification of human trafficking victims, investigation and prosecution of human trafficking cases at the local, state, and federal levels, as well as serve as a liaison between same and other Investigators and law enforcement agencies that become involved in ongoing investigations as a result of the **Human Trafficking Grant** program enforcement efforts.

ARTICLE II TERM

2.01 The term of this **Agreement** is to commence on the Countersignature Date, provided grant funds are available and terminate on the **Grant** expiration date, or on the

termination date of any extension thereof granted by the Department of Justice, Office of Justice Programs, hereinafter referred to as the "OJP", or October 31, 2022, whichever is later. In the event OJP Grant funding is available for this Agreement after the expiration date the HPD Police Chief ("Chief") is authorized to extend this Agreement upon receiving mutual written agreement with Fort Bend County for one year at a time for up to four additional years.

- 2.02 The City and Fort Bend County acknowledge that the City must apply each year for a continuation of the Human Trafficking Grant, and the Human Trafficking Grant can be discontinued at any time by OJP. Should the grant be terminated or not renewed by the OJP for any reason, the City and Fort Bend County agree to terminate this Agreement, on the date the grant is terminated by the OJP.
- **2.03** Either party may terminate this Agreement by giving 30 days' prior written notice of termination to the other party in accordance with Article XIII.

ARTICLE III CONSIDERATION

3.01 Pre-Contract Services:

Fort Bend County represents that

- (1) from October 1, 2019 to Countersignature Date, it performed services described in Exhibit "B" ("Prior Services") at the **City's** request and in reliance on the **City's** representations that a contract would be executed to pay for the services, and
- (2) that the services were not covered under any contract in existence during that time and
- (3) that the cost of Prior Services is reasonable and the services, which do not exceed \$1,850.00 per month were performed under the **Human Trafficking Grant** program.
- (4) As an inducement to entering into this Agreement, the **City** and **Fort Bend County** desire to compromise and settle all claims **Fort Bend County** may have arising out of the **City's** alleged failure to pay **Fort Bend County** for the Prior Services (the "Claims"). Therefore, the **City** shall pay to and **Fort Bend County** shall accept payment for all Prior Services in an amount not to exceed \$1,850 times the number of months, including the portion of any month that **Fort Bend County** performed Prior Services

Fort Bend County agrees to accept such payment to settle the Claims against the City. Payment of Prior Services hereunder by the City is an inducement and requirement for Fort Bend County's agreement to provide services under this Agreement. Fort Bend County hereby releases and discharges the City from all claims of any nature Fort Bend County might make, now or in the future, arising out of the City's alleged failure to pay Fort Bend County for the Prior Services.

- 3.02 Fort Bend County will be paid based on itemized monthly invoices submitted by Fort Bend County and approved by the City showing the actual services performed and the attendant fee. 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.
- 3.03 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 OJP. 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 OJP. In the event this Agreement is extended the HPD Chief is authorized to approve changes to Exhibit "A" provided the changes do not exceed the grant funds. Any changes to Exhibit "A" must be approved in writing by the Fort Bend County Commissioner's Court.
- 3.04 The City's obligation for payment under this Agreement, if any, is limited to funds received from the HUMAN TRAFFICKING GRANT; unless adequate funds are

received, the **City** shall have no obligation to pay **Fort Bend County**. **Fort Bend County** must look to these designated funds only and to no other funds for the City's payment under this **Agreement**.

ARTICLE IV SCOPE OF SERVICES

4.01 Fort Bend County authorizes and the **Fort Bend County District Attorney** agrees to provide an **Investigator** to perform those services described in **Exhibit "B"**, attached hereto and incorporated herein for all intents and purposes.

4.02 Fort Bend County warrants that:

- (a) Services performed by the **Investigator** assigned by the **Fort Bend County District Attorney** to the **Human Trafficking Grant** program and any property acquired from the City for the **Investigator's** use under this or any prior agreement between the **City** and **Fort Bend County** pertaining to the **Grant**, hereinafter referred to as the "**Property**" are directly and exclusively devoted to the **Grant** program and that the amounts paid for personnel expenses are not more than **Fort Bend County's** actual cost of same.
- (b) The **Investigator** will not receive dual compensation from **Fort Bend County** and the **City** for the same services performed under the terms of this **Agreement**.
- (c) It will cooperate with **OJP**, its agents, representatives, and employees, and any other State of Texas agency in regards to any audit, investigation or inquiry concerning the **Human Trafficking Grant**.
- (d) The Investigator assigned to work with HPD and other law enforcement officers shall at all times, remain Fort Bend County and Fort Bend County District Attorney employees. Such Investigator shall be subject to all applicable Fort Bend County and Fort Bend County District Attorney rules, regulations, procedures, orders, and training.
- (e) Nothing in this **Agreement** shall constitute an exception from, waiver of or other basis upon which the **Investigator** is permitted to fail to, fully and promptly comply with all **Fort Bend County** and **Fort Bend County District Attorney** rules, regulations, procedures and other operating policies.

4.03 Fort Bend County agrees to comply with OJP's rules, regulations, policies, guidelines and requirements and OJP's Grants Management System (GMS), provided in "Exhibit C", as they relate to the Agreement and use of Federal Funds.

ARTICLE V OWNERSHIP OF PROPERTY

5.01 Upon termination of this **Agreement**, ownership of Property or other non-expendable items received from the City of Houston will revert to the City of Houston Police Department, subject to the approval of the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Victims of Crime, and Bureau of Justice Assistance.

ARTICLE VI INFORMATION/DATA

- 6.01 Fort Bend County and the Fort Bend County District Attorney shall keep all materials to be prepared hereunder and all City data it receives in strictest confidence excluding those documents and records filed in the Courts. Fort Bend County and the Fort Bend County District Attorney shall not divulge such information except as approved in writing by the City or as otherwise required by law.
- **Fort Bend County** and the **Fort Bend County District Attorney**, 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 **OJP**. When issuing statements, press releases, producing printed materials, audio visuals and other documents describing or related to the **Human Trafficking Grant** program, such material shall clearly state that funding was provided by the City of Houston Police Department through a grant from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Victims of Crime, and Bureau of Justice Assistance. Any such publicity shall be in a form approved by the **OJP**, 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 Fort Bend County pertaining to Fort Bend County's performance under this Agreement, and (2) inspections of all places where work is undertaken in connection

with this **Agreement. Fort Bend County** shall be required to keep such books and records available for such purpose for at least four (4) years after the ceasing of 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 Fort Bend County 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 because of the Human Trafficking 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, \$101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann. (Vernon 2011 & Supp. 2017) 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 warrants and 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 required by Texas Law.

ARTICLE VIII COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

8.01 Fort Bend County shall comply with all applicable laws, standards, orders and regulations regarding equal employment which are applicable to **Fort Bend County'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 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 orders adopted by the respective governing bodies).

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 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 based on 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.

ARTICLE XIII

NOTICES

13.01 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

13.02 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

Fort Bend County: Fort Bend County District Attorney's Office

Attn: Edward Gordon Chief Investigator

1422 Eugene Heimann Circle Richmond, Texas 77469

With a copy to:

Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469

City: Houston Police Department

Human Trafficking Division Attention: Lieutenant in Charge 7277 Regency Square Blvd. Houston, Texas 77036

- **13.03** A Notice is effective only if the party giving or making the Notice has complied with subsections 13.01 and 13.02 and if the addressee has received the Notice. A Notice is deemed received as follows:
 - **13.03.01** If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - 13.03.02 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

ARTICLE XIV ASSURANCES

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

ARTICLE XV SIGNATURES

15.01 The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

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:		
Senior Assistant City Attorney L. D. File No. 0621900281001			

FORT BEND COUNTY

ATTEST/SEAL:	APPROVED:	
, County Clerk	, County Judge	
APPROVED AS TO FORM:	APPROVED:	
Assistant County Attorney Fort Bend County Attorney's Office	Fort Bend County District Attorney	

EXHIBIT "A"

FORT BEND COUNTY

Investigator (1)

Overtime (not to exceed) *

*Estimated cost for per diem expenses incurred away from duty station for the Investigator assigned to grant position, to be paid in accordance with the Fort Bend County policy and procedure.

	Year1	Year2	Year3
Overtime (up to but not to exceed)	\$10,000	\$10,000`	\$10,000
Investigative Technology			
Traffic Jam/Callyo	\$1,850	\$5000	\$5000
Total HPD/Grant Contractual Expenses per year (Overtime + Investigative Technology)	\$11,850	\$11,850	\$11,850
Total over 3-year grant period			\$35,550

EXHIBIT "B"

Scope of Services

FORT BEND COUNTY INVESTIGATOR (1)

The Fort Bend County Investigator will work with the recipients and Grantors of the Human Trafficking Grant and serve as a liaison between the City, Fort Bend County, and other local, state and federal law enforcement agencies. The Investigator will actively participate in investigations conducted under this grant program that overlap local law enforcement's jurisdictional lines in the State of Texas and assist local law enforcement officers in investigating all forms of human trafficking.

EXHIBIT "C"

ASSURANCES

The Grantee and Subgrantee hereby certify that they will comply with the following conditions:

- 1. A grantee and subgrantee must comply with DOJ/OJP grant rules.
- 2. A grantee and subgrantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any persons related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- 3. A grantee and subgrantee must insure that all information collected, assemble or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
- 4. A grantee and subgrantee must comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies be open to the public, except as otherwise provided by law.
- 5. A grantee and subgrantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- 6. No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- 7. A grantee and subgrantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in process of achieving compliance with such rules.
- 8. When incorporated into a grant award or contract, these standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an

- appropriate contact administration system to insure that all terms, conditions, and specifications are met.
- 9. A grantee and subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees and subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
- 10. Grantees and subgrantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VII 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 and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.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 the 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 et 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 (i) the requirements of any other nondiscrimination statue(s) which may apply to the application.
- 11. Grantees and subgrantees 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. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
- 12. Grantees and subgrantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions 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.
- 13. Grantees and subgrantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

- 14. Grantees and subgrantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
- 15. Grantees and subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO11738)
- 16. Grantees and subgrantees will comply with Article IX, Section 5 of the state appropriations act which prohibits the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.

HUMAN TRAFFICKING RESCUE ALLIANCE TASK FORCE

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Enhanced Collaborative Model to Combat Human Trafficking: Enhancement of Established Human Trafficking Task Forces program, that all the information presented is correct, and that the applicant will comply with the rules of the Human Trafficking Rescue Alliance 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	

HUMAN TRAFFICKING RESCUE ALLIANCE TASK FORCE

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ASSURANCES CERTIFICATION

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Sylvester Turner, Mayor	Date	
City of Houston		