

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**EIGHTH AMENDMENT (FY 2022 RENEWAL)
TO PROFESSIONAL SERVICES AGREEMENT FOR LANGUAGE ANALYST
SERVICES BETWEEN FORT BEND COUNTY AND MVM, INC.**

THIS EIGHTH AMENDMENT for RENEWAL, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and MVM, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Professional Services Agreement for Language Analyst Services on or about October 22, 2013, and as amended on or about September 25, 2014, as amended on September 9, 2015, as amended on October 25, 2016, and on October 24, 2017, October 23, 2018, and on December 5, 2019, and as last amended on or about January 28, 2021 (herein known as the "Agreement"); and incorporated by reference herein for all purposes; and

WHEREAS, the Sheriff's Office has received grant funding for Professional Language Analyst Services for the 2022 Fiscal Year under the Organized Crime Drug Enforcement Task Force (OCDETF) Strike Force/Strategic Initiative Program Grant as outlined in the OCDETF FY 2022 Agreement attached hereto as Exhibit A; and

WHEREAS, County desires that Contractor provide professional services for the Sheriff's Office (hereinafter "Services"); and

WHEREAS, the parties desire to renew the term of performance for Services; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement and are incorporated by reference in the same as if fully set forth verbatim herein:

NOW, THEREFORE, the parties do mutually agree as follows:

1. The Agreement is hereby renewed for an additional one-year period beginning on October 1, 2021 and will terminate on September 30, 2022.

2. County shall pay Contractor fees calculated at an amount of \$80.91 per hour, for a total number of hours not to exceed one thousand nine hundred and twenty (1,920) labor hours rendered pursuant to this Agreement. The total Maximum Compensation for the performance of Services, including reimbursable expenses, shall not exceed an amount of one hundred fifty-five thousand three hundred forty-seven and 20/100 dollars (\$155,347.20) for the 2021-2022 renewal term. In no case shall the amount paid by County for Scope of Services exceed the Maximum Compensation without a mutually agreed upon change in writing.
3. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of the Agreement. If there is a conflict between this Eighth Amendment and the Agreement for Professional Services Agreement for Language Analysts, the provisions of this Eighth Amendment shall prevail with regard to the conflict.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

{EXECUTION TO FOLLOW}

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

MVM, INC.

KP George, County Judge

Courtney Coombs
Authorized Agent- Signature

Date

Courtney Coombs

Authorized Agent- Printed
Name _

ATTEST:

Title: Contracts Manager

Laura Richard, County Clerk

Date 2/28/2022

Approved:

-

Eric Fagan
Sheriff Eric Fagan

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____
to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES (OCDETF)

FY 2022 AGREEMENT

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2022 Agreement
FOR USE OF OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS

DUNS #: 08-149-7075
Federal Tax Identification #: 74-6001969

EXO USE Only
DC#: Y-32-

Amount Requested
\$ 155,347.20

OCDETF Investigation/Strategic Initiative #:
SW-TXS-1245

From: October 1, 2021
Beginning Date of Agreement
To: September 30, 2022
Ending Date of Agreement

Federal Agency Investigation #:
M3-19-0028

Strike Force/Strategic Initiative Name:
DEA Houston OCDEFT Strike Force
1433 W. LoopS. #600
Houston, Texas 77072

State or Local Agency Name and Address:
Fort Bend County Sheriffs Office
1410 Richmond Pkwy,
Richmond, Tx 77469

Sponsoring Federal Agency (SF only): DEA
Lead Investigator: GS James Thornton
Telephone Number: (832) 722-4200
Email Address: James.R.Thornton@usdoj.gov

State or Local Agency
Narcotics Supervisor: Lt. Josh Dale
Telephone Number: (832) 473-2963
E-mail Address: Josh.Dale@fortbendcountytexas.gov
Fax Number: _____

Brief explanation of services/goods provided and basis for determining costs:
Professional language analyst services to be utilized for DEA Houston OCDEFT Strike Force investigations. This has been reviewed by management of DEA Houston OCDEFT Strike Force and it has been determined there is a need/use for this service.

Please provide the name, telephone number, and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Elva Lopez
Telephone Number: (281) 341-3971
E-mail Address: Elva.Lopez@fortbendcountytexas.gov

This agreement is between the above named state or local agency and the Organized Crime Drug Enforcement Task Force (OCDETF) Program. This agreement shall be effective when signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force Commander or his/her designee (Strike Forces) or the OCDETF Regional Director (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or his/her designee.

1. This agreement is limited to the amount of funds stated on the cover page of the agreement and no reimbursements will be made in excess of this amount prior to written approval from the United States Attorney's Office and the OCDETF Executive Office. Any request for modification for the above funding amount or type equipment (if different or more than originally approved) must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of the sponsoring agency and the state and/or local party to the agreement.
2. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual.
3. An Agreement for the use of the OCDETF Strike Force/Strategic Initiative Programs ("Agreement") must be completed whenever state or local law enforcement agencies plan to seek reimbursement for permissible costs resulting from their participation in a Strike Force investigation/Strategic Initiative. Agreements are specific to a single OCDETF Strike Force investigation/Strategic Initiative. Each Agreement must be approved and signed by a state or local law enforcement organization official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives) and the OCDETF Executive Office. All required signatures must be obtained before the Agreement can be accepted and the funds obligated.
4. An agreement must fall within a fiscal year period (October 1 – September 30). State and local agencies must use an accurate "Beginning Date of Agreement" (Not always October 1). An agreement can never be dated before the investigation was approved as an OCDETF case.
5. If an Agreement does not have any activity during the last ninety (90) days from the last time a bill has been submitted or during the first ninety (90) days from the date the Agreement was signed, the funds shall be deobligated. Further, if a state or local agency determines that it is no longer performing work under a particular Agreement, a modification memorandum identifying the amount to be deobligated will be submitted by the Strike Force Commander or Regional Director to the OCDETF Executive Office as soon as possible.

6. A listing of costs that will be reimbursed by the Strike Force/Strategic Initiative Programs will be attached to each agreement. The total cost listed on the Cost Estimate Sheet should match the Amount Requested on the Agreement Cover Page. This must be a detailed listing of each expense expected to be purchased under the Agreement. For example, simply listing "Equipment" or "Surveillance Equipment" is not acceptable. In this example, all equipment should be listed separately such as binoculars, cameras, camera mounts, etc. Each expense listed on the cost estimate sheet must also have a price quote submitted with the Agreement to verify the accuracy of the cost estimates.
7. The Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiative) must ensure that the cumulative authorized expense commitments do not exceed the total Strike Force/Strategic Initiative fund allocation.
8. Reimbursement for any expenditure above the Agreement amount must be approved by both the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiative) and the OCDETF Executive Office.
9. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives), and forwarded to the OCDETF Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives).
10. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
11. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a state and local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances.
12. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. For example, reimbursement for rental space incurred in February cannot take place before March 1st. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.

13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.
14. Subsequent to payment of invoices by the state and local organization to a third party vendor, OCDETF will reimburse the organization for approved investigation or initiative related equipment and service costs. Claims must be submitted monthly on the OCDETF Reimbursement Request Form.
15. State and local organizations must provide official procurement documents to support all reimbursable expenditures to the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives). If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.
16. The state or local organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later. Failure to provide proper documentation will limit State or Local law enforcement organizations from receiving OCDETF funding in the future.
17. The state or local organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
18. Electronic Funds Transfer Process
 - a) The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth, agreed to herein represent projections only, and are based upon consultation between the Strike Force or Regional Director and the state or local law enforcement organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation.

Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: _____

Authorized State or Local Official

County Judge

Title

Date

11-9-2021

Approved By: _____

Strike Force Commander (SF) /Regional Director (SI)

Date

Funds are encumbered for the costs specified above, subject to the availability of funds.

Approving Official: _____

OCDETF Executive Office

Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT COST ESTIMATE

Name of Strike Force/Strategic Initiative: DEA Houston

OCDETF Investigation/Strategic Initiative Number: SW-TXS-1245

The following is an estimate of operational costs expected to be incurred by state and local law enforcement in an OCDETF Strike Force investigation or Strategic Initiative. These costs are reimbursable under this agreement, subject to the availability of funds.

<u>DESCRIPTION</u>	<u>AMOUNT</u>
1. Professional Language Analyst	\$ 155,347.20
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____

**VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

PAYEE/COMPANY INFORMATION

Name: Fort Bend County Sheriffs Office
Address: 1410 Grand Pkwy, Richmond Tx. 77469
Taxpayer ID Number: 74-600169
DUNS Number: 08-149-7075

POINT OF CONTACT

Please enter name of individual in Accounting/Finance department familiar with financial institution information for OCDETF Reimbursements.

Contact Person Name: Sandra Wendt	Telephone Number: (281) 232-3226
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Please return with the Reimbursable Agreement

All State & Local vendors must be registered in the System for Award Management (SAM) and have a DUNS number to receive reimbursement from the OCDETF Program.

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>