

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

18

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: July 14, 2009	Submitted By: Dennis A. McAfee
Court Agenda Date: July 28, 2009 21	Department: Sheriff's Office
	Phone Number: (281) 341-4700

SUMMARY OF ITEM: Approve renewal of Interlocal Agreement between Fort Bend County and the City of Houston to work with the City on the Automobile Burglary Theft Prevention Authority Fund Grant Program for which the City will reimburse fifty percent (50%) of County Investigator expenses effective September 1, 2009 through August 31, 2010.

RENEWAL AGREEMENT/APPOINTMENT YES X NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO X

List Supporting Documents Attached: *Interlocal Agreement / Automobile Burglary Theft Prevention Authority Fund Grant*

FINANCIAL SUMMARY: See attached Interlocal Agreement in Exhibit "A" page 10.

BUDGETED ITEM: YES X NO

FUNDNG SOURCE: Accounting Unit: _____ Account Number: _____
Activity (If Applicable): _____

DESCRIPTION OF LAWSON ACCOUNT: __ Sheriff's Office, Criminal Investigation Division

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office x (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

x <input type="checkbox"/>	Auditor	(281-341-3774)	x <input type="checkbox"/>	Comm. Pct. 1	(281-342-0587)
x <input type="checkbox"/>	Budget Officer	(281-344-3954)	x <input type="checkbox"/>	Comm. Pct. 2	(281-403-8009)
x <input type="checkbox"/>	Facilities/Planning	(281-633-7022)	x <input type="checkbox"/>	Comm. Pct. 3	(281-242-9060)
x <input type="checkbox"/>	Purchasing Agent	(281-341-8642)	x <input type="checkbox"/>	Comm. Pct. 4	(281-980-9077)
x <input type="checkbox"/>	Information Technology	(281-341-4526)	x <input type="checkbox"/>	County Clerk	(281-341-8697)
x <input type="checkbox"/>	Other:		x	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

2-22-09 orig. ret. to Dennis McAfee at Sheriff

WHEREAS, the **Grant** funds, in part, will be expended to pay the salary, fringe benefits, overtime, retirement/pension, in-state travel, insurance costs for a **County** Investigator (1), hereinafter referred to as “**Investigator**” to work with the City and other law enforcement officials to provide a link to the current cases and trends of Auto Theft in Fort Bend County and to assist in investigations connected with **Grant** program enforcement with jurisdictional issues: and,

WHEREAS, the **City** and the **County** believe it is in their best interests to enter into this **Agreement**, to carry out the **Grant** program: and,

WHEREAS, the **City** and the **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** to work with the **City** and Harris County law enforcement officials to assist in the apprehension and prosecution of suspected buyers and sellers of stolen motor vehicles, vehicle parts and serve as a liaison between same and other investigators and law enforcement agencies that become involved in on going investigations as a result of the **Grant** program enforcement efforts;

ARTICLE II

TERM

2.01 The term of this **Agreement** is to commence on **September 1, 2009**, provided grant funds are available and terminate on the **Grant** expiration date, or on the termination date of any extension thereof granted by the Automobile Burglary Theft Prevention Authority, hereinafter referred to as the “**ABTPA**”, or **August 31, 2010**, whichever is later.

2.02 The **City** and **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 **ABTPA**. Should the **Grant** be

terminated or not renewed by the **ABTPA** for any reason, the **City** and the **County** agree to terminate this **Agreement**, on the date the **Grant** is terminated by the **ABTPA**.

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

ARTICLE III **CONSIDERATION**

- 3.01** As consideration for the **County's** performance under this **Agreement**, the **City** agrees to reimburse the **County** for per diem expenses only for the **Investigator** as provided in **Exhibit "A"**, attached hereto and incorporated herein for all intents and purposes. In no event shall the **City's** obligation to pay the **County's** in-state travel expenses for services provided hereunder by the **Investigator**, ever exceed the amounts provided in **Exhibit "A"** of **\$26,677 (50% of base salary), \$1,248 (per diem) and \$1,334 (overtime)**. Release of any funds hereunder is subject to approval of the **ABTPA**.
- 3.02** The **County** will be paid on the basis of itemized monthly invoices submitted by the **County** and approved by the **City** showing the actual services performed and the attendant fee. The **City** shall make payment to the **County** within thirty (30) days of the receipt by the **City** of such invoices. If, any items in any invoices submitted by the **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 the **County** of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, the **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 **County** invoices shall be final.
- 3.03** The **City** further agrees to provide the **Investigator** with a vehicle of the **City's** choice and will permit the vehicle to be fueled at the City of Houston Police Department's central sub-station located at 61 Riesner or at the **County's** discretion, the option of fueling at the **County's** fueling station. The **City** will provide insurance and maintenance for such vehicle. Upon expiration or

termination of this **Agreement**, the vehicle shall be returned to the **City**. Ownership of the vehicle shall remain with the **City**.

3.04 The **City** and the **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 the future years is reviewed by the **ABTPA**. 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 the **County** and will be in accordance with the effective **GRANT APPLICATION AND ADMINISTRATION GUIDELINES**, of the **ABTPA**.

ARTICLE IV **SCOPE OF SERVICES**

4.01 The **County** agrees that the **Investigator** will perform those services provided in **Exhibit "B"**, attached hereto and incorporated herein for all intents and purposes.

4.02 The **County** warrants that:

- (a) Services performed by the **Investigator** assigned by the **County** to the **Grant** program and any property acquired for his use under this or any prior agreement between the **City** and the **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 in excess of the **County's** actual cost of same.
- (b) The **Investigator** is not receiving dual compensation from the **County** and the **City** for the same services performed under the terms of this **Agreement**.
- (c) It will cooperate with the **ABTPA**, its agents, representatives, and employees, and any other State of Texas agency in regards to any audit, investigation or inquiry concerning the **Grant**.
- (d) The **Investigator** assigned to work with City of Houston and Harris County law enforcement officers shall at all times, remain a County employee. Such **Investigator** shall be subject to all **County** rules, regulations and procedures applicable. Such **Investigator** shall be subject to **County** 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 **County** rules, regulations, procedures and other operating policies.

4.03 The **County** agrees to comply with the **ABTPA's** rules, regulations, policies, guidelines and requirements and Uniform Grant Management Standards (**UGMS**), provided in "**Exhibit C**", as they relate to the **Agreement** and use of Federal Funds.

ARTICLE V
OWNERSHIP OF EQUIPMENT

5.01 Upon termination of this **Agreement**, ownership of equipment, hardware, and other non-expendable items will revert to the City of Houston Police Department, subject to the approval of the Automobile Theft Prevention Authority of the State of Texas.

ARTICLE VI
INFORMATION/DATA

6.01 The **County** 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. The **County** shall not divulge such information except as approved in writing by the **City** or as otherwise required by law.

6.02 The **County**, 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 **ABTPA**. 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 City of Houston Police Department through a **Grant** from the Automobile Burglary Theft Prevention Authority, State of Texas. Any such publicity shall be in a form approved by the **ABTPA**, 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 **County** pertaining to the **County's** performance under this **Agreement**, and (2) inspections of all places where work is undertaken in connection with this **Agreement**. The **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** The **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 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 the **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 the **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.

ARTICLE VIII
COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

8.01 To the extent required by law, the **County** shall comply with all applicable laws, standards, orders and regulations regarding equal employment which are applicable to the **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 This **Agreement** may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this **Agreement**.

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.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE ____ DAY OF _____, 20__.

CITY OF HOUSTON, TEXAS

ATTEST/SEAL:

APPROVED:

Anna Russell, City Secretary

Bill White, Mayor

APPROVED:

CONTERSIGNED BY:

Harold L. Hurtt, Houston Police Chief

Annise D. Parker, City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:
By City Controller


Arturo Michel, City Attorney

Date

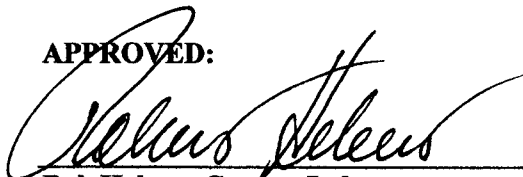
FORT BEND COUNTY

ATTEST/SEAL:

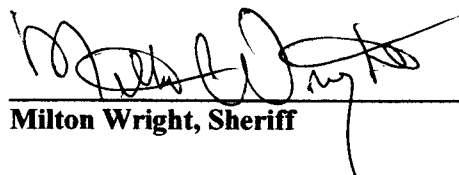
APPROVED:



Dianne Wilson, County Clerk



Bob Hebert, County Judge



Milton Wright, Sheriff

7-21-09
Date

July 21, 2009
Date

EXHIBIT "B"

Scope of Services

FORT BEND COUNTY SHERIFF'S OFFICE INVESTIGATOR (1)

This Auto Theft Investigator will work with the members of this grant serving as a liaison between members of this unit, Fort Bend County and other local, state and federal law enforcement agencies. This Investigator 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 will assist local law enforcement officers in disseminating information regarding problem vehicle titles. This Investigator will also assist local law enforcement officers when stolen vehicles are recovered outside the jurisdiction of the reporting agency.

EXHIBIT "C"

ASSURANCES

A Grantee and the Applicant hereby makes and certifies that as grantee, it and any subgrantee shall comply with the following conditions:

- 1. A grantee and subgrantee must comply ABTPA grant rules and UGMS.**
- 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 contact 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 (j) the requirements of any other nondiscrimination statute(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 subagreements.**
- 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 Protection 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 prohibit the use of state funds to influence the outcome of any election or the passage or defeat of any legislative measure.**

AUTOMOBILE BURGLARY THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the rules of the Automobile Burglary Theft Prevention Authority 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.



FBC Authorized Official

Date July 21, 2009

**Robert Hebert
County Judge
Fort Bend County**

AUTOMOBILE BURGLARY THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the rules of the Automobile Burglary Theft Prevention Authority 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.

Bill White, Mayor
City of Houston

Date

AUTOMOBILE BURGLARY THEFT PREVENTION AUTHORITY

SPECIAL CONDITION

LAW ENFORCEMENT TRAINING - REGIONAL ACADEMIES

- 1. Within 14 days after completion of each training school, the grantee shall submit to the Automobile Burglary Theft Prevention Authority (ABTPA) a completed copy of the "Report of Training" form as required by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE). The grantee must indicate which students completed the training school and list the agency each student represented.**
- 2. The training academy providing services may be appropriately licensed by TCLEOSE. Any training course paid for with ABTPA funds may result in participants receiving credit hours from TCLEOSE.**
- 3. Peace officer training courses shall be open to all local peace officers as defined in the Texas Code of Criminal Procedure, Article 2.12, on an equal basis. Reserve law enforcement officers, law enforcement radio dispatchers, and jailers are eligible for training provided by ABTPA grant funds.**
- 4. Funding for Basic Peace Officer Certification courses will be limited to the TCLEOSE--mandated contract hours for each trainee, unless grantee provides adequate justification for additional hours.**