

**FORT BEND COUNTY    FY 2009**  
**COMMISSIONERS COURT AGENDA REQUEST FORM**  
 Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/07/09

Submitted By: Kathleen Barnes

Court Agenda Date: 10/13/09

Department: Sheriff

Phone Number: 281 341-4703

**SUMMARY OF ITEM:** Approve two (2) Organized Drug Enforcement Task Forces agreements for the use of the OCDETF strike force/strategic initiative program

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

List Supporting Documents Attached: *OCDETF agreements – one for Billy Davis and one for Patrick Gasser*

**FINANCIAL SUMMARY:** Any expenditure of funds will be reimbursed as allowed under AFF statute, Section 524(c)(1)(1) of Title 28, United States Code

BUDGETED ITEM: YES  NO 

FUNDNG SOURCE: Accounting Unit:  
Activity (If Applicable):

Account Number:

COUNTY JUDGE  
RECEIVED

OCT 07 2009

**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  (✓ when completed)

If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto: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	Auditor	(281-341-3774)	X	Comm. Pct. 1	(281-342-0587)
X	Budget Officer	(281-344-3954)	X	Comm. Pct. 2	(281-403-8009)
X	Facilities/Planning	(281-633-7022)	X	Comm. Pct. 3	(281-242-9060)
X	Purchasing Agent	(281-341-8642)	X	Comm. Pct. 4	(281-980-9077)
X	Information Technology	(281-341-4526)	X	County Clerk	(281-341-8697)
X	Other:		X	County Atty	(281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): Please return original agreement to Kathleen Barnes at the Sheriff's Office

10-14-09 COPY received

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

Federal Tax Identification #: 74-6001969 DC#: \_\_\_\_\_

Amount Requested: <u>\$7,800.00</u>	OCDETF Investigation / Strategic Initiative #: <u>SW-TXS-0672</u>
From: <u>10-01-2009</u> <small>Beginning Date of Agreement</small>	Federal Agency Investigation #: <u>M3-07-0084</u>
To: <u>09-30-2010</u> <small>Ending Date of Agreement</small>	State or Local Agency Name and Address: <b>Fort Bend County Sheriff's Office</b> <b>14 10 Ransom Road</b> <b>Richmond, Texas 77469</b>
Strike Force/Strategic Initiative Name and Address: <b>D-42</b> <b>OCDETF</b> <b>1433 West Loop South, Suite #600</b> <b>Houston, Texas 77026</b>	State or Local Agency Narcotics Supervisor: <u>Rodney Glendening,</u> <u>Lieutenant</u>
Sponsoring Federal Agency (Strike Force only): Lead Investigator: <u>Billy D. Davis, TFO</u>	Telephone Number: <u>281-340-4754</u>
Telephone Number: <u>832-567-9076</u>	E-mail Address: <u>glendrod@co.fort-bend.tx.us</u>
Email Address: <u>billyddavis@comcast.net</u>	Fax Number: <u>281-340-4777</u>
Brief explanation of services/goods provided and basis for determining costs: <b>This item is for the use of an Agent to conduct his job. All items have been reviewed by the supervisors of the OCDETF Strike Force and they are in agreement for the need of the item. The cost pricing was from retail business and has not been put out for bids.</b>	

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: Christina Bune, Accountant  
 Telephone Number: 281-341-3766  
 E-mail Address: bunechr@co.fort-bend.tx.us  
 Fax Number: 281-341-3774

Agreement - (Oct 09)

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 leader or his/her designee (Strike Forces) or the AUSA OCDETF Coordinator (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or his/her designee.

1. 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, October 2009.
2. 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.
3. 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. 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. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.
4. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. Once the investigation or initiative is concluded, usage and disposition are at the discretion of the purchasing organization.
5. 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.
6. 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 Leader (Strike Forces) or AUSA Coordinator (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 Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives).

7. Subsequent to payment of invoices by the state and local agency to a third party vendor, the DOJ will reimburse the agency for approved investigation or initiative related equipment and service costs. To ensure proper and complete utilization of OCDETF cost allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the Strike Force Leader (Strike Force) or AUSA Coordinator (Strategic Initiative) within thirty (30) days of the close of the month in which the costs were incurred.
8. State and local agencies must provide official procurement documents to support all reimbursable expenditures to the Strike Force leadership (Strike Forces) or AUSA Coordinator (Strategic Initiatives). Official procurement documents may include purchase orders, service agreements, invoices, receiving documents, etc. 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.
9. Under no circumstances will the state or local agency charge any indirect costs for the administration or implementation of this agreement.
10. By the 25th day of the month the quarter ends (December, March, June and September), the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives) will provide to the Executive Office a status of funds report detailing expenditures for each reimbursable agreement. State and local agencies are to provide billing estimates or activity updates upon request including the value of services provided and billed, the value of services provided but not billed and value of services not provided through the end of that quarter.
11. The state or local agency 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 agencies from receiving OCDETF funding in the future.
12. The state or local agency 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.

13. 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). 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. In accordance with the act, all OCDETF reimbursement payments will be issued via EFT.
- b) All participating State and Local agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating agency or police department prior to processing their reimbursement payments.
- c) In certain circumstances the OCDETF Executive Office may make exceptions for agencies that are unable to accept this form of payment, however, such agencies must include written justification in the Addendum A of each new agreement.
- d) ACH banking information must be updated and submitted to your Regional Coordination Group when any banking information changes. Reasons for change include but are not limited to change in bank name, routing number, and account number. (list any others that you can think of)
- e) If payment via EFT is unsuccessful after two attempts due to incorrect ACH banking information, the Executive Office will submit payment for Reimbursement Requests with a Treasury Check.
- f) The Internet Payment Platform (IPP) is the secure web-based payment information system provided by the U.S. Department of Treasury's Financial Management System. The IPP system can be used by the State or Local agencies to exchange invoices and banking information in order to process and track payment reimbursement with the OCDETF Executive Office. Please refer to <https://www.ipp.gov/> for registration, an instructional video, and a downloadable brochure on the IPP system.

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**

**STATE OR LOCAL LAW ENFORCEMENT  
STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT  
COST ESTIMATE**

Name of Strike Force/Strategic Initiative: **Houston Field Division D-42**  
OCDETF Investigation/Strategic Initiative Number: **SW-TXS-0721**

The following is an estimate of operational costs expected to be incurred by state and local 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.	(1) Rental Vehicle \$7,800.00 PER YEAR	<b>\$7,800.00</b>
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

# Business Rental Preferred Rate Agreement

Company: Fort Bend County Sheriff's Department "Customer"

Contact: Billy Davis

Address: 1410 Ransom Rd  
Richmond, TX, 77469

Company: Enterprise Leasing Company of Houston "Enterprise"

Contact: Gary Headrick

Address: 10401 Centrepark Drive  
Houston, TX 77043

## BASE RENTAL CHARGES\*

<u>VEHICLE CLASS</u>	<u>MONTHLY</u>
Compact	<u>\$650.00/mth</u>
Intermediate	<u>\$650.00/mth</u>
Standard-Size	<u>\$650.00/mth</u>
Full Size	<u>\$650.00/mth</u>
Premium	<u>\$700.00/mth</u>
Luxury	<u>\$950.00/mth</u>
Mini-Van	<u>\$650.00/mth</u>
Small SUV	<u>\$650.00/mth</u>
Medium SUV	<u>\$650.00/mth</u>
Large SUV	<u>\$950.00/mth</u>
Truck	<u>\$650.00/mth</u>

\*Base Rental Charges apply to Enterprise locations in the following geographic area(s): Texas.

For U.S. rentals (including Puerto Rico) outside of the geographic area(s) described above, the renting location from which the rental originates will apply a 5% discount off the standard, undiscounted daily, weekly, and monthly rates charged by the renting location.

EXCLUSIONS: Base Rental Charges do not include applicable taxes, surcharges, refueling, one-way, drop-off, delivery, pickup, youthful driver or additional driver charges; or, except as set forth below, any optional products or services such as collision damage waiver ("CDW"), supplemental liability protection ("SLP"), personal accident insurance and personal effects coverage ("Driver Protection Products").

DRIVER PROTECTION PRODUCTS: Base Rental Charges in the U.S. include the Driver Protection Product(s) below:

MILEAGE CHARGES: Base Rental Charges for rentals in the Texas area include 3000 free miles per month, as applicable. Any additional miles will be charged at the rate of \$0.25/mile. Base Rental Charges for rentals outside of Texas may not include mileage.

Mileage charges charged by the renting location's branch will apply outside of Texas.

**ADDITIONAL TERMS AND CONDITIONS**

- 1. Term. The term of this Business Rental Preferred Rate Agreement ("Agreement") begins August 1, 2009, and shall remain in full force and effect until such time as either party provides the other party with thirty (30) days written notice.
- 2. Rental Program. Enterprise agrees to make its vehicles available to Employees for rental from Enterprise's rental facilities for business use or personal use. Employees of Customer must (a) use the customer number assigned by Enterprise to Customer (L060173 for rentals for business use and L060173 for rentals for personal use) when making the reservation for the rental and (b) certify at the time of reservation whether the rental is for business use or personal use.
- 3. Rental Contracts. For each vehicle rented, the Employee must execute Enterprise's Rental Contract in the jurisdiction in which the vehicle rental occurs. Each Employee (and any person identified on page 1 of the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, and must be age 21 or older (unless otherwise agreed to in writing and 18 or older if required by law; and 25 or older for 12 and 15 passenger vans), and meet Enterprise's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. Customer agrees to pay Enterprise upon demand for all rental and other charges incurred and all indemnity and other payments owed by an Employee under a Rental Contract relating to a rental for business use not timely paid by the Employee.
- 4. Rental Rates. For the first 12 months following the date of this Agreement, Enterprise agrees to charge the Base Rental Charges quoted in this Agreement; provided however that Customer's total payments received by Enterprise reach \$\_\_\_ ("Volume Commitment") during any

calendar quarter. In the event Customer's payments to Enterprise fail to meet the Volume Commitment in any calendar quarter, Enterprise reserves the right to increase the Base Rental Charges by providing notice of such increase to Customer. In each successive 12-month period the Base Rental Charges then in effect shall increase by 5 %. In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof.

- 5. Preferred Provider Status. Customer agrees to promote Enterprise as a preferred provider of rental cars, and to recommend Enterprise as an option to Employees renting vehicles for business use. Customer agrees to include Enterprise as an option on their self-booking tool. In addition, Customer agrees to promote Enterprise on their internal website and through other company-wide internal communication networks. Customer grants Enterprise the right to promote its preferred provider status to Customer's Employees.
- 6. Miscellaneous. Except as otherwise required by law, Customer agrees to maintain the confidentiality of the pricing offered to Customer and all other terms under this Agreement. This Agreement and any Rental Contract entered into between Enterprise and an Employee sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. This Agreement shall be governed by the substantive laws of the state listed as part of Customer's address on Page 1. Rental Contracts shall be governed by the substantive laws of the state in which they are executed.
- 7. Third-Party Beneficiary. The parties intend for each subsidiary of Enterprise Rent-A-Car Company, a Missouri corporation, to be accorded the status of third-party beneficiary under this Agreement, and for all rights hereunder to inure to the benefit of each such subsidiary.

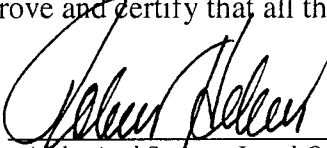
**ENTERPRISE**

By \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**CUSTOMER**

By \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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 AUSA Coordinator and the state or local law enforcement agency. 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:  Robert Hebert, County Judge 10/13/2009  
*Authorized State or Local Official Title Date*

Approved By: \_\_\_\_\_  
*Strike Force Leader (SF /AUSA Coordinator (SI) Title Date*

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

Funds Certified: \_\_\_\_\_  
*OCDETF Executive Office Date*

Approving Official: \_\_\_\_\_  
*OCDETF Executive Office Date*