

2010

AGENDA ITEM

FORT BEND COUNTY FY-2009

COMMISSIONERS COURT AGENDA REQUEST FORM

19D

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

Date Submitted: 11/15/09

Submitted By: Captain Mike Patton

Department: Sheriff

Court Agenda Date: 11/24/09

Phone Number: 281-341-4781

SUMMARY OF ITEM: 2010 H-GAC Law Enforcement Training Contract

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

List Supporting Documents Attached: *Contract Attachment (2) Originals*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSON ACCOUNT: _____

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

If by Fax to (281) 341-8609

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please return (2) signed originals to Captain Mike Patton at the Gus George Academy. Call Captain Patton at 832-473-7853 for pick up.

11-30-09 2 origs. ret. to Mike Patton at Sheriff

**HOUSTON-GALVESTON AREA COUNCIL
GENERAL PROVISIONS
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement is made and entered into this 1st day of September, 2009, by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Fort Bend County, hereinafter referred to as the Contractor and Service Provider, having its principal place of business at 301 Jackson Street, Richmond, Texas 77301.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement;

WHEREAS, H-GAC is responsible for closely monitoring the Service Provider and the exercise of reasonable care to enforce all terms and conditions of the grant. Service Provider agrees to fully cooperate in the monitoring process.

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Agreement. Such standards and laws shall include, to the extent applicable, the Uniform Grant Management Standards ("UGMS") promulgated by the State of Texas and the state and federal statutes referenced therein.

All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and the Service Provider must comply with all applicable state and federal laws and local ordinances. Failure to comply with this requirement shall be treated as a default.

ARTICLE 3 INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the control and supervision of the Contractor. The Contractor is solely responsible for employee payrolls and claims arising there from. The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 4 WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5 SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in the Special Provisions of this Agreement.

ARTICLE 6 REPORTING REQUIREMENTS

Reporting requirements are set forth in the Special Provisions of this Agreement. If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Contractor. If H-GAC withholds such payments, it shall notify the Contractor of its decision and the reasons therefore. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

ARTICLE 7 PAYMENTS

The Contractor agrees that payments are predicated upon properly documented and verified proof of performance delivered and costs incurred by the Contractor in accordance with the terms of this Agreement and shall be paid in accordance with the Compensation and Method of Payment in the Special Provisions.

ARTICLE 8 NON FUNDING CLAUSE

Each payment obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due or for any damages as a result of interruption of payment or termination under this Article. If sufficient State or Federal funds are not allocated or otherwise available from H-GAC, Contractor shall have no further obligation to perform its duties under this contract.

ARTICLE 9 INSURANCE

The Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as specified in the Special Provisions.

ARTICLE 10 REPAYMENTS

The Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to H-GAC any amounts determined by H-GAC, its independent auditors, or any agency of state or federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 11 SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC.

The Contractor acknowledges that H-GAC is not liable to any subcontractor(s) of the Contractor.

The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor.

ARTICLE 12 AUDIT

As a recipient of state or federal assistance through this Agreement, the Contractor acknowledges that it is subject to the Single Audit Act of 1996, P.L. 98-502, (hereinafter referred to as "Audit Act"), OMB Circular No. A-133, and the State of Texas Single Audit Circular incorporated in UGMS.

The Contractor shall have an audit made in accordance with the Single Audit, requirements of the most recently adopted UGMS and OMB Circular A-133 for any of its fiscal years in which Contractor expends more than \$500,000 in combined state or federal financial assistance.

The Contractor will provide H-GAC a copy of the single audit on request, including management letter and reporting package required by federal and state rules within thirty (30) days after receipt of the auditor's report, or nine months after the end of the audit period.

H-GAC reserves the right to conduct or cause to be conducted an independent audit of all funds distributed under this Agreement which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by the H-GAC. Such audit will be conducted in accordance with State law, regulations, and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any costs disallowed or overpayment as a result of audit or inspection of records kept by the Contractor on work performed under this Agreement.

ARTICLE 13 EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work, complete and accurate records of all of the Contractor's costs and documentation of items, which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas and the United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by it. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third party's charges.

The Contractor further agrees to include in all its subcontracts permitted pursuant to Article 11 hereof, a provision to the effect that the subcontractor agrees that H-GAC and its duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 14 RETENTION OF RECORDS

The Contractor shall maintain all records pertinent to this Agreement, including but not limited to those records enumerated in Article 13, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than three (3) calendar years from the later of the date of

acceptance of the final contract closeout or the date of the final audit required under Article 12 of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

ARTICLE 15 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided, if the Contractor may not legally comply with such change, the Contractor may terminate its participation herein as authorized by Article 16.

H-GAC may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder and/or the Compensation to be paid for services described in this Contract. The Contractor's Authorized Official, or his/her designee, is hereby authorized to accept funding for additional classes in accordance with the attached Law Enforcement Training Schedule (Attachment A), which is hereby incorporated into this contract by this reference for all purposes. Such changes that are mutually agreed upon by and between H-GAC and the Contractor in writing shall be incorporated into this Agreement.

ARTICLE 16 TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated under the following circumstances:

A. Convenience

H-GAC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the Contractor whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within thirty (30) days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoice shall be satisfactory to the Executive Director or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of H-GAC, less payment of any compensation previously paid.

The Contractor may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to H-GAC. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of the Agreement provided for herein, H-GAC agrees to pay for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement that completion of the services herein specified within the agreement term is significantly

endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease and the Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement, which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of H-GAC or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of H-GAC as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by H-GAC as a result of such default, including an amount agreed to in writing by H-GAC and the Contractor to be necessary to complete the services herein specified, in addition to that which would have been required had the Contractor completed the services herein specified.

ARTICLE 17 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 18 COPYRIGHTS

The state or federal awarding agency and H-GAC reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- (a) The copyright of all maps, data, reports, research or other work developed under this Agreement; and
- (b) Any copyrights or rights of use to copyrighted material, which the Contractor purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC on request.

ARTICLE 19 OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Contractor as a part of its work under this Agreement shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof, at the time of payment under Article 8 for work performed. All such data and material shall be furnished to H-GAC on request.

ARTICLE 20 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the H-GAC.

ARTICLE 21 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The Contractor agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of

the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps 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 any specific statute(s) applicable to any Federal funding for this Agreement; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

ARTICLE 22 CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractors, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 23 POLITICAL ACTIVITY; LOBBYING

No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Contractor, if a recipient of federal assistance exceeding \$100,000 through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 24 SECTARIAN INVOLVEMENT PROHIBITED

The Contractor shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 25 CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees that it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of the funding entity. The Contractor agrees to promptly notify H-GAC of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

ARTICLE 26 TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 27 ACKNOWLEDGEMENT OF FUNDING SOURCE

The Contractor shall give credit to H-GAC as the funding source for this Agreement in all oral presentations, written documents, publicity, and advertisements regarding any of the Contractor's activities, which arise from this Agreement.

ARTICLE 28 DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Agreement which are not disposed of by agreement shall be decided by the Executive Director of H-GAC or his designee, who shall commit his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 29 GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas, unless the laws of the State of Texas specifically establish venue in some other county.

ARTICLE 30 ORDER OF PRIORITY

In the case of any conflict between the General Provision, the Special Provisions, and Attachments to this Agreement, the following order of priority shall be utilized: Special Provision, General Provisions, and Attachments.

SIGNATURES:

H-GAC and the Contractor have executed the Agreement as of the date first written above.

Jack Steele, Executive Director
Houston-Galveston Area Council

Date



Robert E. Hebert, County Judge



Attest
Dianne Wilson, County Clerk

11-24-09

Date

**HOUSTON-GALVESTON AREA COUNCIL
REGIONAL LAW ENFORCEMENT TRAINING
SPECIAL CONTRACT PROVISIONS**

ARTICLE 1 INTRODUCTION

This contract is by and between the Houston-Galveston Area Council, Grantee or Planning Agency, and Fort Bend County and in aid of Criminal Justice Division (CJD) Grant No. SF-08-A10-14719-10, titled Law Enforcement Training Project. It is understood by all parties that payment obligations created by this contract are conditional upon the availability of State or Federal funds appropriated or allocated for the payment of such obligations. The term of this contract shall commence on September 1, 2009, and shall end on August 31, 2010, unless extended or terminated as otherwise provided for in this contract.

This contract shall automatically terminate on the grant expiration date or any extension date thereof granted by CJD or upon termination of the underlying grant by CJD. All services billed hereunder must be rendered within the grant period.

ARTICLE 2 SCOPE OF SERVICES

The Contractor covenants and agrees to provide regional law enforcement training set forth in this contract and Attachment A. The Planning Agency hereby agrees to engage the Contractor and the Contractor agrees to perform regional law enforcement training hereinafter set forth pursuant to the provisions of the grant from the Office of the Governor, Criminal Justice Division. The services to be performed by the Contractor are herewith outlined as follows.

- (a). Project Task: The Contractor shall provide training and instruction to law enforcement personnel in the H-GAC region. The Contractor shall provide such instruction only to students who are eligible or who would be eligible for certification upon completion of a course, by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE).
- (b). Work Product: In performing the services specified herein, the Contractor shall provide instruction in the courses as described in the Law Enforcement Training Schedule which is attached hereto and is a part of the Contractor. Times within the Contract performance period and locations in the region for conduct of the courses specified shall be mutually agreed upon by the Planning Agency and the Contractor.
- (c). The content and presentation of each course shall comply fully with all applicable rules and regulations of TCLEOSE.
- (d). The Contractor may, at its sole discretion, elect to grant academic credit for courses offered under this agreement. However, such granting of academic credit shall in no way relieve the Contractor of its obligation to meet the terms of this Contract, the request for proposal and the rules and regulations of TCLEOSE. Contractor's election to grant academic credit shall not increase cost of the course presentation to H-GAC or the student.
- (e). The Contractor shall be responsible for the timely distribution of announcements of contracted course(s) to potential trainees.

- (f). The Contractor shall require trainees to complete Instructor Evaluation Questionnaires for each course. The Questionnaire shall be the design of the Contractor. A summary of these forms shall be furnished to the Planning Agency on request.

ARTICLE 3 PERFORMANCE PERIOD

The period of this Contract shall commence on September 1, 2009 and continue in force until August 31, 2010, unless extended by the Planning Agency as provided in Article 4.

ARTICLE 4 CONTRACT EXTENSION

H-GAC may at its option offer a contract extension at the completion of the initial performance period. Contract extensions may be offered if all contract conditions have been satisfactorily met during the initial performance period, if the service remains a priority service for funding by H-GAC, and if no outstanding audit or monitoring findings are unresolved. Such extension shall be the option of H-GAC with the Contractor given the right of first refusal. Terms of compensation and performance will be renegotiated in conformance with available federal funding, priorities identified by H-GAC for the period of the contract extension, and H-GAC's current policies regarding funding such services at the time the extension is offered. If H-GAC elects to exercise such option, it shall by delivering a Notice of Renewal to the Contractor at least 30 days prior to the end of the initial Performance Period.

ARTICLE 5 COORDINATION OF TRAINING PROJECT

The Planning Agency shall provide coordination of training activities, including overall monitoring and implementation of the training program. The H-GAC training Coordinator shall act as liaison between the area law enforcement agencies and the Contractor, and the Office of the Governor, Criminal Justice Division.

The Contractor shall provide a staff coordinator of services under this contract who holds a valid Instructor certificate from the TCLEOSE and who shall act as liaison between the Contractor and the Planning Agency. The Contractor shall immediately notify the Planning agency in writing of any change in the TCLEOSE certification.

ARTICLE 6 COMPENSATION

The Planning Agency agrees to pay the Contractor the total sum not to exceed fifty six thousand three hundred and eighty two dollars (\$56,382), for services described in this Contract, subject to amendment or change of this Agreement in accordance with Article 15 of the General Provisions.

ARTICLE 7 METHOD OF PAYMENT

The Planning Agency shall make payments to the Contractor in the following manner:

- (a). Contractor shall be paid actual documented cost of each course conducted as listed in the Law Enforcement Training Schedule. In no event shall the payment for a course exceed the amount shown in that chart unless an amendment has been put in place. Contractor shall not be paid for any individual course until that course has been conducted and completed. Contractor shall bill the Planning Agency for fully documented and substantiated costs of all courses conducted within thirty (30) days of course completions. Contractor shall include with each billing the following:
1. A copy of the Report of Training Form submitted to TCLEOSE attesting to:
 - a. Attendance by each trainee, and
 - b. Successful completion of the course

2. A list of all instructors presenting materials during the course, showing names, subject(s) presented, and hours of instruction.
 3. HGAC's reimbursement form (Attachment B) to be completed and submitted with the total cost billed, identifying the course(s) completed, number of students and other information as indicated.
- (b). No course shall be conducted unless documented proof of currently valid TCLEOSE certification covering that course is in possession of the Planning Agency at least fifteen (15) days prior to the first class day of that course.
 - (c). All intermediate and advanced courses shall be open to all local law enforcement officers on an equal basis. Special peace officers may attend courses on the same basis as local peace officers if space is available.
 - (d). Each intermediate and advanced course shall have at least the minimum number and, at most, the maximum number of registrants as specified in the Law Enforcement Training Schedule for that course. The maximum number has been determined according to the nature of the course, for effective training.
 - (e). Part-time peace officers and special peace officers may attend intermediate and advanced courses if space is available after all full time, commissioned peace officer applicants have been accommodated according to (c), above.
 - (f). In the event a course fails to have the minimum number of registrants as specified by the Law Enforcement Training Schedule when the class commences, the Contractor will notify H-GAC in writing (e-mail/mail) a request to continue below minimum enrollment.

If a Contractor chooses to conduct a scheduled course with less than the minimum number of students, a Below Minimum Enrollment Form must be submitted to H-GAC (e-mail/mail) with prior approval.
 - (g). Contract shall not exceed the sum of fifty six thousand three hundred and eighty two dollars (\$56,382) be paid to the Contractor as payment for conducting and completing the courses described in the Law Enforcement Training Schedule unless amended by the Planning Agency and contractor as provided in Article 15.

ARTICLE 8 PERSONNEL

The Contractor shall furnish all necessary personnel with the professional classification, qualifications, skill and expertise required to perform the services to be rendered pursuant to Article 2 of the Special Contract Provisions. The Contractor shall be responsible for completion of the services to be rendered and will provide all necessary supervision and coordination of activities that may be required to complete the services. The Contractor shall not subcontract work to be performed as described by Article 2 of the Special Contract Provisions without prior written consent of H-GAC.

ARTICLE 9 SUBCONTRACTS

The Contractor shall furnish to the Planning Agency a copy of the completed "Agreement for Consultant/Instructor" when the Contractor uses the services of a person as an instructor or consultant when that person is not part of the regular instructional staff of the contracting institution. Copies of the Agreement

shall be kept on file at the Law Enforcement Academy. Copies of these shall be furnished to the Planning Agency upon request.

ARTICLE 10 COPYRIGHTS AND RIGHTS IN DATA

When activities involved in the services provided for in this Contract produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form) or other copyrightable material, the Contractor may copyright such, but the Governor's Office of General Counsel and Criminal Justice reserves a royalty-free, non-exclusive and irrevocable license to produce, publish and use such materials and to authorize others to do so.

Provisions appropriate to effectuate the purpose of this condition must be in all employment contracts, consultant agreements and other subcontracts emanating from this Contract.

ARTICLE 11 LABOR STANDARDS

The Contractor will comply with the Fair Labor Standards Act of 1938 (29 USC 676 et.seq.).

ARTICLE 12 AGE DISCRIMINATION

The Contractor will comply with the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.).

ARTICLE 13 INSURANCE

The Contractor represents to H-GAC that it self-insures its general liability exposure including bodily injury, death and property damage. The limits of liability are set in part by the Texas Tort Claims Act. The Contractor self-insures workers compensation and employer's liability under the Texas Workers Compensation Act.

ARTICLE 14 ASSIGNMENT

The provisions of this contract shall not be assignable without the prior written consent of the other party. Written consent on the part of H-GAC shall be in the form of a motion or resolution, adopted by the Board of Directors of H-GAC.

ARTICLE 15 RECORDS RETENTION

Records shall be retained for at least **THREE (3) YEARS** following the closure of the most recent audit report and until any outstanding litigation; audit or claim has been resolved. Records are subject to inspection by H-GAC, CJD, or any state or federal agency authorized to inspect same.

SIGNATURES:

H-GAC and the Contractor have executed this agreement in multiple copies, each of which is an original

ACCEPTED BY:

FORT BEND COUNTY

COUNTY JUDGE

Signature



Name

Robert Hebert

Title

County Judge

Date

November 24, 2009

HOUSTON-GALVESTON AREA COUNCIL

Signature

Name

Jack Steele

Title

Executive Director

Date

Attachment A

HOUSTON-GALVESTON AREA COUNCIL

2010 LAW ENFORCEMENT TRAINING SCHEDULE

Fort Bend County – Gus George Academy

<u>Course Title</u>	<u>Course Number</u>	<u>Course Hours</u>	<u>Minimum Enrollment</u>	<u>Training Cost</u>	<u>Reimbursement Amount</u>
ARREST, SEARCH AND SEIZURE (ICC)	2108	16	20	\$1,520.00	\$912.00
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BASIC JAILER CERTIFICATON	1007	96	15	\$3,000.00	\$1,800.00
BASIC JAILER CERTIFICATON	1007	96	15	\$3,000.00	\$1,800.00
BASIC PEACE OFFICER CERTIFICATION	1000	772	20	\$20,000.00	\$12,000.00
BASIC POLICE INSTRUCTOR	1014	48	10	\$2,000.00	\$1,200.00
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BASIC TELECOMMUNICATIONS CERTIFICATION	1013	40	15	\$2,660.00	\$1,596.00
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CHILD ABUSE AND NEGLECT (ICC)	2105	24	20	\$1,790.00	\$1,074.00
CHILD ABUSE AND NEGLECT (ICC)	2105	24	20	\$1,790.00	\$1,074.00
CRIME SCENE SEARCH (ICC)	2106	32	20	\$1,890.00	\$1,134.00
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CRIMINAL PROFILING	3870	24	20	\$1,770.00	\$1,062.00
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CRISIS INTERVENTION	3841	16	15	\$1,320.00	\$792.00
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FIELD TRAINING OFFICER	3702	24	15	\$2,290.00	\$1,374.00
FIRST LINE SUPERVISION	3701	40	15	\$2,740.00	\$1,644.00

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INTERVIEW AND INTERROGATION	3200	16	20	\$1,325.00	\$795.00
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TCIC/NCIC LESS THAN FULL ACCESS	3807	8	15	\$800.00	\$480.00
TCIC/NCIC FULL ACCESS	3802	16	15	\$1,375.00	\$825.00
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SPANISH FOR POLICE	2109	32	20	\$2,000.00	\$1,200.00
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USE OF FORCE (ICC)	2107	24	20	\$2,000.00	\$1,200.00
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TCLEOSE FIREARM INSTRUCTOR CERTIFICATION	2222	40	10	\$2,300.00	\$1,380.00
INTERPERSONAL COMMUNICATIONS FOR CORRECTIONS	3503	16	15	\$1,520.00	\$912.00
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INTRODUCTION TO GANGS	3283	8	15	\$800.00	\$480.00
CHILD INTERNET PREDATOR	3601	16	20	\$1,320.00	\$792.00
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P.P.C.T. (SELF DEFENSE)	2040	32	20	\$2,320.00	\$1,392.00
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\$56,292.00