

INTERLOCAL AGREEMENT

AUTOMOBILE BURGLARY THEFT PREVENTION

AUTHORITY FUND GRANT

STATE OF TEXAS §

§

COUNTY OF HARRIS §

This Interlocal Agreement, hereinafter referred to as the **“Agreement”**, is entered into by and between the City of Houston, a home rule city of the State of Texas, acting by and through its governing body, the City Council, hereinafter referred to as **"City"**, and Fort Bend County, a body corporate and politic, acting by and through its Commissioners Court, hereinafter referred to as **“County”**, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, City acting through the Houston Police Department, hereinafter referred to as the **“HPD”**, has applied for a grant with the Automobile Burglary Theft Prevention Authority, hereinafter referred to as **“ABTPA”**, State of Texas, for funding in the amount of **\$1,011,870** and entitled, **“Houston Auto Crimes Task Force (H.A.C.T.F.)”**, hereinafter referred to as the **“Grant”**.

WHEREAS, City, has agreed to contribute a total of **\$587,219** in cash matching funds, **\$2,172** ABTPA grant earned program income and **\$146,462** in-kind matching funds if said application is approved; and **County** has agreed to contribute **\$40,892** for one Investigator (based on 50% of the hours and benefits listed in Exhibit **“A”**, of said **Agreement**), if said application is approved.

WHEREAS, the target geographic area of such **Grant** program is the Houston Metropolitan Area which includes incorporated as well as unincorporated areas of Harris County, Texas; and all areas of Fort Bend County.

original returned to Dennis M. at Sheriff 7/27/11

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

WHEREAS, **City** and **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 **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, 2011**, 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 "**ABTPA**", or **August 31, 2012**, whichever is later. In the event **ABTPA** Grant funding is available for the purpose of this **Agreement** after the expiration date the HPD Police Chief

(“Chief”) is authorized to extend this **Agreement** for one year at a time for up to four additional years.

- 2.02** 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 **ABTPA**. Should the **Grant** be terminated or not renewed by **ABTPA** for any reason, 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 **\$24,284 (50% of base salary), \$1,248 (per diem) and \$1,214 (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**. In the event this **Agreement** is extended the Chief is authorized to approve changes to **Exhibit "A"** provided the changes do not exceed the grant funds and additional funds allocated by **City** for the purpose of the **ABTPA** Grant.

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 applicable **County** rules, regulations and procedures. 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** acting by the 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

Annise D. Parker, Mayor

APPROVED:

COUNTERSIGNED BY:

Charles A. McClelland, Jr.
Houston Police Chief

Ronald Green, City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:
By City Controller

Assistant City Attorney

Date

FORT BEND COUNTY

ATTEST/SEAL:

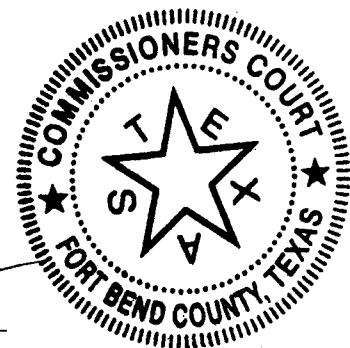
Dianne Wilson

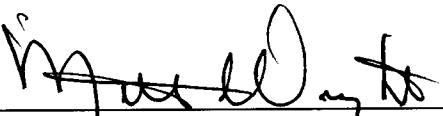
Dianne Wilson, County Clerk

APPROVED:

Robert Hebert

Robert Hebert, County Judge
July 26, 2011





 Milton Waight, Sheriff

7-26-11

 Date

7-15-11

 Date
 EXHIBIT "A"

Personnel Expenses

Fort Bend County Sheriff's Office

Investigator Grade 10/12

Salary \$1,868.00 biweekly x 26 \$48,568 \$48,568

Base Salary Funded by AGENCY (50%) \$24,284

Base Salary Funded by ABTPA (50%) \$24,284

Overtime expenses paid by grant: 5% of ABTPA paid base pay \$1,214

Fringe Benefits Funded by AGENCY \$16,608

FICA 7.65 % x \$48,568 \$3,715

FICA OT 7.65 % x \$1,124 \$93

Retirement 10.65 % x \$48,568 \$5,173

Workers Compensation .90 % x \$48,568 \$437

Insurance 10.79 % x \$48,568 \$5,240

Certification level (advanced) \$75 x 26 pay periods \$1,950

Per Diem Expense \$104 x 12 \$1,248*

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

Total Contractual Expenses \$67,638

Fort Bend County Sheriff's Office Investigator

*Please note the City, through the ABTPA grant pays per diem only (\$1,248), 50% of base salary (\$24,284) and overtime only up to (\$1,214) for this Investigator. The remaining personnel expenses

listed above (\$40,892) are listed for tracking of “In-Kind Match Funds” within the grant and will not be paid by the City to the County.

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 with 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.



FBCSO Authorized Official
Robert Hebert, County Judge

Date July 26, 2011

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.

**Annise D. Parker, 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.**