

INTERLOCAL AGREEMENT

Internet Crimes Against Children Task Force Program: Houston Metropolitan Area

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 Texas home-rule city of the State of Texas, situated in Harris, Fort Bend, and Montgomery Counties, acting through the Houston Police Department pursuant to approval by its governing body, the Houston City Council, hereinafter referred to as the "**City**", and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County District Attorney's Office pursuant to approval by its Commissioners Court, hereinafter referred to as the "**FBCDA**", pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **City**, through the Houston Police Department, hereinafter referred to as the "**HPD**", has applied for a grant with the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP), hereinafter referred to as the "**OJJDP**", for funding in the amount of \$349,719 and entitled, "**HOUSTON METRO INTERNET CRIMES AGAINST CHILDREN TASK FORCE**", hereinafter referred to as the "**ICAC**".

WHEREAS, the **City**, has agreed to contribute a total of \$63,000 in reimbursement funds for a portion of the salary and benefits for one **FBCDA** Investigator (70% not exceeding \$63,000 a year). The **FBCDA** has agreed to contribute the remaining 30% of the salary and benefits for the Investigator (based on the hours and benefits listed in Exhibit "A", of said **Agreement**):

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 Brazoria, Chambers, Fort Bend, Galveston, Liberty, Montgomery, and Waller Counties.

WHEREAS, the **Grant** funds, in part, will be expended to pay the salary, fringe benefits, overtime, retirement/pension, in-state travel, and insurance costs for a **FBCDA** 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 of internet crimes against children and to assist in investigations connected with **Grant** program enforcement with jurisdictional issues: and,

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

WHEREAS, the City and the **FBCDA** 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, Fort Bend County law enforcement officials and other members of the Houston Metro Internet Crimes Against Children Taskforce (HMICAC), to assist in the apprehension and prosecution of individuals engaged in criminal acts of child exploitation, and serve as a liaison between same and other investigators and law enforcement agencies that become involved in ongoing investigations as a result of the **Grant** program enforcement efforts.

ARTICLE II

TERM

- 2.01 The term of this **Agreement** is to commence on **October 1, 2012**, provided grant funds are available and terminate on the **Grant** expiration date, or on the termination date of any extension thereof granted by the Department of Justice Office of Juvenile Justice Delinquency Programs, hereinafter referred to as the "**OJJDP**", **2013**, whichever is later. In the event "**OJJDP**" 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 The **City** and **FBCDA** 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 **OJJDP**. Should the **Grant** be terminated or not renewed by the **OJJDP** for any reason, the **City** and the **FBCDA** agree to terminate this **Agreement**, on the date the **Grant** is terminated by the **OJJDP**.
- 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 The **FBCDA** will be paid on the basis of itemized monthly invoices submitted by the **FBCDA** and approved by the **City** showing the actual services performed and the attendant fee. The **City** shall make payment to the **FBCDA** within thirty (30) days of the receipt by the **City** of such invoices. If any items in any invoices submitted by the **FBCDA** 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 **FBCDA** of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, the **FBCDA** 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 **FBCDA** invoices shall be referred to a mediator in the event the dispute cannot be resolved.

- 3.02 The **City** and the **FBCDA** 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 **OJJDP**. 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 **FBCDA** and will be in accordance with the effective GRANT APPLICATION AND ADMINISTRATION GUIDELINES, of the **OJJDP**.

ARTICLE IV SCOPE OF SERVICES

- 4.01 The **FBCDA** 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 **FBCDA** warrants that:
- (a) Services performed by the **Investigator** assigned by the **FBCDA** to the **Grant** program and any property acquired for his use under this or any prior agreement between the **City** and the **FBCDA** 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 **FBCDA** and the **City** for the same services performed under the terms of this **Agreement**.
 - (c) It will cooperate with the **OJJDP**, 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 Fort Bend County law enforcement officers shall at all times, remain a County employee. Such **Investigator**

shall be subject to all **FBCDA** rules, regulations and procedures applicable. Such **Investigator** shall be subject to **FBCDA** 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 **FBCDA** rules, regulations, procedures and other operating policies.

4.03 The **FBCDA** agrees to comply with the **OJJDP's** rules, regulations, policies, guidelines and requirements and OJP's Grants Management System (GMS), 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 U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (**OJJDP**).

ARTICLE VI **INFORMATION/DATA**

6.01 The **FBCDA** 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 and those documents and records that the Chief of the **FBCDA** Child Exploitation Section or his/her designee deems necessary to disseminate in the administration of prosecutorial duties. **FBCDA**.

6.02 The **FBCDA**, 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 **OJJDP**, 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 U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP). Any such publicity shall be in a form approved by the **OJJDP**, 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 **FBCDA** pertaining to the **FBCDA's** performance under this **Agreement**, and (2) inspections of all places where work is undertaken in connection with this **Agreement**. The **FBCDA** 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 **FBCDA** agrees to make all data, reports, records, books, papers, 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 **FBCDA** 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 **FBCDA**. 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 to the extent permitted by law.

ARTICLE VIII
COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

- 8.01** To the extent required by law, the **FBCDA** shall comply with all applicable laws, standards, orders and regulations regarding equal employment which are applicable to the **FBCDA'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 QUINTUPPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL
FORCE AND EFFECT OF AN ORIGINAL, ON THE DATE COUNTERSIGNED

CITY OF HOUSTON, TEXAS

ATTEST /SEAL:

APPROVED:

Anna Russell, City Secretary

Annise D. Parker, Mayor

APPROVED:

COUNTERSIGNED BY:

Charles A. McClelland, Jr.

Ronald Green, City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:
By City Controller

City Attorney

Date

FORT BEND COUNTY DISTRICT ATTORNEY'S OFFICE

ATTEST /SEAL:

APPROVED:

Dianne Wilson

Honorable Dianne Wilson, County Clerk

Robert E. Hebert

Robert E. Hebert, County Judge
*Approved by Commissioners Court on
November 6, 2012*

APPROVED AS TO FORM:

APPROVED:

Roy L. Cordes, Jr.

Roy L. Cordes, Jr., County Attorney

John F. Healey, Jr.

John F. Healey, Jr., District Attorney



EXHIBIT "A"
FORT BEND COUNTY DISTRICT ATTORNEY'S OFFICE

Investigator

SALARY

\$2,576.92 x 26	\$67,000.00
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FRINGE BENEFITS

FICA	7.65%	\$5,125.00
RETIREMENT	11.55%	\$7,738.00
WC/U	1.5%	\$1,005.00
INSURANCE		\$9,500.00

Total Benefits	\$23,368.00
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Total Salary + Benefits	\$90,368.00
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Funded by HPD/Grant (70% not to exceed \$63,000.00)	\$63,000.00
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Funded by FBCDA (30%+remainder of salary/benefits)	\$27,368.00
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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 District Attorney's Office policy and procedure

Total HPD Contractual Expenses	\$ 63,000.00
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There is designated funding in the ICAC grant for paying overtime to the FBCDA investigator for duties performed while conducting ICAC investigations. ICAC overtime expenditures for the FBCDA investigator are to be approved by the ICAC Commander.

EXHIBIT "B"

Scope of Services

FORT BEND COUNTY DISTRICT ATTORNEY'S OFFICE INVESTIGATOR (1)

This FBCDA Investigator will work with the members of this grant serving as a liaison between members of this unit, FORT BEND COUNTY DISTRICT ATTORNEY'S OFFICE and other local, state and federal law enforcement agencies under the direction of the Chief Prosecutor of the FBCDA Child Exploitation Section or his/her designee. 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 investigating child exploitation crimes that involve the use of the internet and technology - assisted crimes including, but not limited to text messaging, digital storage devices and image creating devices.

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 DOJ/OJJDP 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 sub-agreements.
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.

HOUSTON INTERNET CRIMES AGAINST CHILDREN

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Houston Internet Crimes Against Children Program, that all the information presented is correct, and that the applicant will comply with the rules of the Houston Internet Crimes Against Children and all other applicable federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, 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.

FBCDA Authorized Official

Date

HOUSTON INTERNET CRIMES AGAINST CHILDREN

SPECIAL CONDITION

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Houston Internet Crimes Against Children Program, that all the information presented is correct, and that the applicant will comply with the rules of the Houston Internet Crimes Against Children and all other applicable federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, sub-grant, 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